The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 1, 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 September 1, 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. August 25, 2020

6. Comment Period:

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

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application ZT-4-2020, Filed by Bruce Smith and Fred Cox, Requesting an Ordinance Change to Sections 7-6-302 and 7-6-305 to Allow the Minimum Zoning District Size for the C-2 (General Commercial) Zone to be Less Than 5

Action: Consider Ordinance 20-36, Amend Sections 7-6-302 and 7-6-305 of the West Valley City Municipal Code to Amend Regulations Concerning Property Eligible for C-2 Zoning

B. Accept Public Input Regarding Application Z-5-2020, Filed by Bruce Smith and Fred Cox, Requesting a Zone Change from M (Manufacturing) to C-2 (General Commercial) on Property Located at 5571 West 2455 South

Action: Consider Ordinance 20-37, Amend the Zoning Map to Show a Change of Zone for Property Located at 5571 West 2455 South from M (Manufacturing) to C-2 (General Commercial)

8. Resolutions:

A. 20-138: Renew West Valley City's Commitment to Being "Idle Free"

B. 20-139: Approve a Memorandum of Understanding with the National Recreation and Park Association

9. New Business:

A. Consider Application SMI-2-2020, Filed by Elliott Smith, Requesting Final Plat Approval for the TerraForm Commercial Subdivision Located at 4700 South 5600 West

B. Consider Application SMI-3-2020, Filed by Scott Helm, Requesting Final Plat Approval for the Phil's Farm Subdivision Located at 4180 South 4625 West

10. Consent Agenda:

A. Reso. 20-140: Authorize the City to Accept a Public Sidewalk Easement from CAH Properties, LLC for Property Located at 2159 South Constitution Blvd

B. Reso. 20-141: Authorize the City to Accept a Storm Drain Easement from Maria, Charles, Daniel, and Rachell Peck for Property Located at Approximately 3684 South 4800 West

C. Reso. 20-142: Authorize the City to Accept a Temporary Construction Easement from Gregory Ballaine for Property Located at Approximately 3684 South 4800 West

D. Reso. 20-143: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement with and From Robert Barman for Property Located at 3883 South Marcus Road

E. Reso. 20-144: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and Temporary Construction Easement with and From Monte Keele, W. Scott Keele, and Doris Keele Anderson for Property Located at 3843 South Market Street

11. Unfinished Business:

A. Accept Public Input Regarding Application Z-4-2020, Filed by Jeffrey and Kristine Naylor, Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre)

to BRP (Business Research Park) on Property Located at 1078 West Parkway Avenue

Action: Consider Ordinance 20-29, Amend the Zoning Map to Show a Change of Zone for Property Located at 1078 West Parkway Avenue from A (Agriculture, Minimum Lot Size 1/2 Acre) to BRP (Business Research Park)

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – AUGUST 25, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, AUGUST 25, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

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

ABSENT:

Karen Lang, Councilmember District 3

STAFF PRESENT ELECTRONICALLY:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

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

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 18, 2020
The Council considered the Minutes of the Regular Meeting held August 18, 2020. There were no changes, corrections or deletions.

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Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held August 11, 2020. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock indicated that he is a member of the Clean and Beautiful Committee and noted that he recently awarded 6 awards for beautiful yards in his designated area. He indicated that he noticed significant Code Enforcement issues in the area and suggested a greater focus.

B. **CITY MANAGER COMMENTS**

Paul Isaac, Acting City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING UPDATES TO TITLE 18, TITLE 19, TITLE 20, AND TITLE 1 OF THE WEST VALLEY CITY MUNICIPAL CODE AND PROPOSED UPDATES TO ENGINEERING STANDARDS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled August 25, 2020, in order for the City Council to hear and consider public comments regarding updates to Title 18, Title 19, Title 20, and Title 1 of the West Valley City Municipal Code and proposed updates to engineering standards.

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

ACTION: ORDINANCE NO. 20-32, REPEAL AND REENACT TITLE 18 OF THE WEST VALLEY CITY MUNICIPAL CODE

The City Council previously held a public hearing regarding proposed Ordinance 20-32 that would repeal and reenact Title 18 of the West Valley City Municipal Code.

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

> In February 2020, the State Division of Water Quality issued a new 5-year UPDES Permit to the Jordan Valley Municipalities, including West Valley City. This permit allows the City to discharge storm water to waters of the

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State. New provisions of the permit compel the City to modify its Storm Water Management Plan, Engineering Standards, and Title 18 Storm Water Management, of the City Code. This revision to Title 18 brings the Code into compliance with the permit and into agreement with the other documents.

To better imitate pre-development runoff, the new permit requires new development projects to manage rainfall on-site to prevent off-site runoff from all rainfall events less than or equal to the 80th percentile rainfall event. The details of this requirement are included in the Engineering Standards. Sections of the code which previously prohibited on-site storm water retention and ponding have been revised accordingly.

The verbiage in the code was reduced significantly by eliminating obsolete and outdated sections, consolidating similar sections and reorganizing into more logical chapters. The new Title 18 points contractors, developers and others to the Engineering Standards for specific requirements relating to storm drainage design, construction and use.

All the prohibitions and penalties for illicit discharge to the storm drainage system remain intact.

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 Ordinance 20-32.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: ORDINANCE NO. 20-33, REPEAL AND REENACT TITLE 19 OF THE WEST VALLEY CITY MUNICIPAL CODE

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The City Council previously held a public hearing regarding proposed Ordinance 20-33 that would repeal and reenact Title 19 of the West Valley City Municipal Code.

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

> This ordinance has not changed significantly since the City incorporated. A major rewrite was needed to eliminate obsolete and outdated requirements. The impetus to make this change now is the proposed adoption of updated Engineering Division Standards. New state storm water requirements necessitated changes to the Engineering Standards, which prompted an update to Title 19.
>
> Chapter 1 of Title 19 relating to railroads has been deleted. Railroad crossings are under the jurisdiction of the State of Utah through the Department of Transportation.
>
> Street and sidewalk design and construction standards have been deleted from the ordinance and are now included in the Engineering Division Standards.
>
> Bond and insurance requirements for contractors working within West Valley City Rights-of-Way have been updated. Minimum bond and insurance amounts remain at $10,000 and $100,000, but the Engineering Division will now have authority to require a higher completion bond sufficient to guarantee proper restoration of the Right-of-Way, and insurance equal to the maximum aggregate liability in the Governmental Immunity Act for larger projects on major streets.

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 Ordinance 20-33.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes

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Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

ACTION: ORDINANCE NO. 20-34, AMEND 20-7-102, 20-7-107, AND 20-7-110 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND REGULATIONS GOVERNING THE CITY'S STORM WATER UTILITY
The City Council previously held a public hearing regarding proposed Ordinance 20-33 that would amend 20-7-102, 20-7-107, and 20-7-110 of the West Valley City Municipal Code to amend regulations governing the City's storm water utility.

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

> In February 2020, the State Division of Water Quality issued a new 5-year UPDES Permit to the Jordan Valley Municipalities, including West Valley City. This permit allows the City to discharge storm water to waters of the State. New provisions of the permit compel the City to modify its Storm Water Management Plan, Engineering Standards, and Title 18 Storm Water Management, of the City Code.
>
> The changes in Title 20's provisions concerning storm water rates are made in order to comply with the new permit. Other changes were also made to make Title 20 compatible with the updates elsewhere in the City Code and in the Engineering Standards.

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

Councilmember Christensen moved to approve Ordinance 20-34.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

DRAFT

Unanimous.

ACTION: ORDINANCE NO. 20-35, AMEND SECTION 1-2-110 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN PUBLIC WORKS DEPARTMENT FEES

The City Council previously held a public hearing regarding proposed Ordinance 20-35 that would amend Section 1-2-110 of the West Valley City Municipal Code to amend certain Public Works Department fees.

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

> The Public Works Department is responsible for the administration of right-of-way permits for utility companies and property owners doing work in the public right of way. The current fee structure has not been updated in many years, and fees collected by the city do not cover the cost to administer the program.
>
> This change adjusts the fee collected for inspection and administration of right-of-way permits.
>
> A major change includes the addition of a "Peak Hour Lane Closure" fee assessed on major roads, to encourage construction work to be done during times that will have a lesser impact to the traveling public.
>
> The new fee includes an age-based asphalt damage fee, to discourage the excavation in newer pavements.

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

Councilmember Fitisemanu moved to approve Ordinance 20-35.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

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Mayor Bigelow Yes

Unanimous.

ACTION: RESOLUTION NO. 20-135, ADOPT REVISIONS TO THE WEST VALLEY CITY ENGINEERING STANDARDS

The City Council previously held a public hearing regarding proposed Resolution 20-135 that would adopt revisions to the West Valley City Engineering Standards.

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

> The Engineering Division of the Public Works Department has developed the Engineering Standards to ensure quality and uniform construction of public improvements in West Valley City. The Engineering Standards were last modified and adopted by the City Council on January 9, 2018. Changes to these standards are periodically recommended to improve construction practices on public infrastructure.
>
> A summary of major changes being proposed is included in the information packet given to the Council. Some of these standards are being recommended to improve the construction quality and durability of public infrastructure, while others are being recommended to conform to requirements being placed upon the city by the State of Utah under the new MS4 Permit.

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 20-135.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

DRAFT

Unanimous.

ACTION: RESOLUTION 20-136: ADOPT THE 2020-2025 STORM WATER MANAGEMENT PLAN

The City Council previously held a public hearing regarding proposed Resolution 20-136 that would adopt the 2020-2025 Storm Water Management Plan.

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

> West Valley City is permitted through the Utah Department of Environmental Quality to discharge municipal storm water runoff to waters of the state under the *Utah Pollutant Discharge Elimination System*. The permit term is normally five years (previous permit term was 2013-2018 but was extended to 2020). The new permit term is 2020-2025.
>
> The permit requires the city to handle storm water pollution prevention by addressing the following six minimum control measures in the Storm Water Management Plan:
>
> 1) Public Education and Outreach on Storm Water Impacts
> 2) Public Involvement/Participation
> 3) Illicit Discharge Detection and Elimination
> 4) Construction Site Storm Water Runoff Control
> 5) Long-Term Storm Water Management on New and Redevelopment Projects
> 6) Pollution Prevention and Good Housekeeping on Municipal Operations
>
> New requirements are normally placed upon the city with each permit renewal cycle, and the city is required to address the changing demands in a revision of the Storm Water Management Plan to address changing permit requirements. The Public Works Department collaborated with the various internal divisions along with the Parks Department to develop this new plan. This resolution is before the council to formally adopt the city's Storm Water Management Plan.
>
> Implementation of the Storm Water Management Plan, particularly changes to drainage related development requirements

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

DRAFT

Councilmember Christensen moved to approve Resolution 20-136.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-137: APPROVE AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY TO PARTICIPATE AS CO-PERMITTEES UNDER THE JORDAN VALLEY MUNICIPALITIES MS4 PERMIT

Mayor Bigelow discussed proposed Resolution 20-137 that would approve an Interlocal Agreement with Salt Lake County to participate as Co-Permittees under the Jordan Valley Municipalities MS4 Permit.

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

> West Valley City is required to obtain a permit from the State of Utah, Department of Environmental Quality, for authorization to discharge municipal storm water runoff to waters of the state under the *Utah Pollutant Discharge Elimination System*. Due to the interconnected nature of the drainage systems, the city is a co-permittee with other cities in Salt Lake County, collectively referred to in the permit as "Jordan Valley Municipalities" under UPDES Permit No. UTS000001. West Valley City first became a co-permittee with Salt Lake County in 2003, and has subsequently renewed that agreement.
>
> Under this agreement, the city and county agree to implement and enforce the requirements of the state permit within their respective jurisdictional boundaries. The cities also agree to share information among each other to assist in permit compliance. The City agrees to pay for costs relating to its own storm water systems. The City and the County jointly agree that they will reimburse each other for expenses incurred in providing services to each other. The City will pay the County for a public education and involvement campaign as set forth in the existing 2017-2022 UPDES Media Campaign agreement.

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The agreement terminates on February 25, 2025, corresponding with the expiration of the MS4 permit term, at which point it is anticipated to be renewed.

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

Councilmember Fitisemanu moved to approve Resolution 20-137

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

NEW BUSINESS

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-4-2020, FILED BY JEFFREY AND KRISTINE NAYLOR, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO BRP (BUSINESS RESEARCH PARK) ON PROPERTY LOCATED AT 1078 WEST PARKWAY AVENUE**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled August 18, 2020, in order for the City Council to hear and consider public comments regarding application Z-4-2020, filed by Jeffrey and Kristine Naylor, requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to BRP (Business Research Park) on property located at 1078 West Parkway Avenue.

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

> Jeffrey and Kristine Naylor have requested a zone change for a portion of a parcel at 1078 West Parkway Avenue from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). After excluding the east 37', the property proposed for rezoning is 0.8 acre. The subject property is designated as business park in the West Valley City General Plan.

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Surrounding zones include A to the south, east and a portion of the north and BRP to the west and the remaining north portion. Surrounding land uses include the applicant's home to the east, the Khadeeja Islamic Center to the south, Metro Business Park buildings to the west and a portion of the north, and a Salt Lake County park for the remaining north portion. The property is currently vacant.

The applicant has submitted a concept plan that shows a 6,000 square foot cabinet assembly plant and warehouse building. Also included is a letter from the applicants. Since the proposed building will include a light industrial use, the City's commercial design standards will apply. Curb, gutter and sidewalk will be required along the property frontage as part of the site plan approval process.

Mayor Bigelow noted that a Public Hearing had already been opened and closed on this item.

ACTION: ORDINANCE NO. 20-29, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1078 WEST PARKWAY AVENUE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO BRP (BUSINESS RESEARCH PARK)

The City Council previously held a public hearing regarding proposed Ordinance 20-29 that would amend the zoning map to show a change of zone for property located at 1078 West Parkway Avenue from A (Agriculture, Minimum Lot Size 1/2 Acre) to BRP (Business Research Park).

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

Councilmember Christensen moved to continue Ordinance 20-29 until all Councilmembers are in attendance.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

DRAFT

Unanimous. Continued.

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, AUGUST 25, 2020 WAS ADJOURNED AT 6:49 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, August 25, 2020.

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item: ZT-4-2020
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:

An ordinance to amend Sections 7-6-302 and 7-6-305 to allow the minimum zoning district size for the C-2 (General Commercial) zone to be less than 5 acres.

SYNOPSIS:

The C-2 zone currently includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres. The proposed change would allow property zoned M (Manufacturing) to be included with property zoned C-2 to meet the minimum district size for the C-2 zone.

Staff is supportive of this change for the following reasons:

- The M zone allows many of the same uses allowed in the C-2 zone.
- The minimum district size seems to be geared toward preventing spot zoning where a relatively small property is zoned different from everything else around it. Maintaining a 5 acre district size next to residential seems more important than trying to maintain a 5 acre district size next to M zoning where commercial uses are allowed.

RECOMMENDATION:

The Planning Commission recommends approval of the zone text change.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 8/11/2020

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-6-302 AND 7-6-305 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND REGULATIONS CONCERNING PROPERTY ELIGIBLE FOR C-2 ZONING.

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

WHEREAS, the City desires to amend certain regulations concerning the size requirement for C-2 zoning districts; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-6-302 and 7-6-305 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 7-6-302 and 7-6-305 of the West Valley City Municipal Code are hereby amended as follows:

7-6-302. COMMERCIAL AND MANUFACTURING STANDARDS TABLE.

The following table indicates setback, Landscaping, height, and Lot size requirements within the Commercial and Manufacturing Zones of the City.

Standard	MXD	C-1	C-2	C-3	BRP	LI	M
Setback adjacent to Street (feet)	Set by Development Plan	20	20	20	30	20*	20*
Side setback (feet)	Set by Development Plan	0	0	0	0	0	0
Rear setback (feet)	Set by Development Plan	0	0	0	0	0	0
Setback adjacent to Residential Zone, Agricultural Zone or residential Use (feet)	Set by Development Plan	10*	10*	10	10	20*	20*
Minimum Landscaping coverage (percentage)	20	20	15	15	15	10	5
Building Height limitation (feet)	Set by Development Plan	35	75	N/A	N/A	20*	20*
Building Height limitation adjacent to Residential Zone, Agricultural Zone or residential Use (feet)	Set by Development Plan	N/A	20*	N/A	20*	20*	20*
Maximum Building Coverage (percentage)	Set by Development Plan	30	50	75	N/A	N/A	N/A
Minimum Lot size (square feet)	N/A	20,000	20,000	43,560	N/A	130,680*	N/A
Maximum Lot size (acres)	N/A	7	N/A	N/A	N/A	N/A	N/A
Minimum Zoning district size (acres)	5*	2	5*	5	10	N/A	N/A
Maximum Zoning district size (acres)	N/A	7	N/A	N/A	N/A	N/A	N/A

***** See the specific zone for additional requirements and/or exceptions.

7-6-305. SPECIFIC REQUIREMENTS – C-2 ZONE.

The following requirements are applicable within the C-2 zone:

(1) Parking may encroach 10 feet into the landscaped setback if the following conditions are met:

a. Berming shall be provided in the remaining 10 feet of setback to a minimum elevation of two feet above the adjacent Sidewalk;

b. A mixture of evergreen and deciduous trees shall be planted in the landscaped area, with a minimum of one tree per 300 square feet of Landscaping;

c. Fifteen percent of the site must be landscaped, with parking areas not counting toward the Landscaping requirement;

d. The site is not adjacent to or across the Street from an Agricultural Zone, Residential Zone, or residential Use; and

e. The site is not located on a High-Image Arterial as defined in Chapter 7-10.

(2) No Building or Structure shall be erected to a height greater than 75 feet. At the minimum required setback adjacent to a residential Use, the maximum height shall be 20 feet, with one additional foot of setback required for each additional foot of height to the 75-foot maximum.

(3) No more than 50% of the square footage of Buildings on a C-2 Lot shall be used for warehouse or storage purposes.

(4) Property zoned M may be included with property zoned C-2 to meet the minimum district size for the C-2 zone.

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

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

PASSED and APPROVED this _____ day of _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-4-2020 MINUTES
JULY 22, 2020 PLANNING COMMISSION PUBLIC HEARING

Application #:	ZT-4-2020
Applicants:	Bruce Smith and Fred Cox
Request:	A zone text change to Sections 7-6-302 and 7-6-305 to allow the minimum zoning district size for the C-2 (General Commercial) zone to be less than 5 acres.

Bruce Smith and Fred Cox are proposing an ordinance amendment to change to Sections 7-6-302 and 7-6-305 to allow the minimum zoning district size for the C-2 (General Commercial) zone to be less than 5 acres. The C-2 zone currently includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres.

The specific changes proposed by the applicant are attached. The justification provided by the applicant for this change is: "C-2 Properties allow medical offices such as a Dentist Office. A property almost across the street was recently rezoned C-2 for that very reason."

Staff is supportive of the applicant's intent; however, we believe the wording is so restrictive that it would likely only apply in the case of application Z-5-2020. Staff suggests the following language that the applicant also agrees with:

> "Property zoned M may be included with property zoned C-2 to meet the minimum district size for the C-2 zone."

Staff is supportive of this change for the following reasons:

- The M zone allows many of the same uses allowed in the C-2 zone.
- The minimum district size seems to be geared toward preventing spot zoning where a relatively small property is zoned different from everything else around it. Maintaining a 5-acre district size next to residential seems more important than trying to maintain a 5-acre district size next to M zoning where commercial uses are allowed.

Staff Alternatives:

1. Approval. The ordinance change should be approved as proposed by staff.
2. Continuance.
3. Denial.

Discussion: Steve Pastorik presented the application. Commissioner Winters asked if the applicant was okay with staff's recommended change. Steve replied yes.

Fred Cox, representing the applicant, explained how Neil, a dentist purchased the subject property. He explained the applicant wanting the possibility to add a Dental Office to the subject location. Fred also stated another C-2 zone southwest of this property that is also surrounded by the M zone. He explained the C-2 zone and M zone have been working together in many areas.

Motion: Commissioner Winters motioned to approve ZT-4-2020 with the ordinance change being approved as proposed by staff.

Commissioner Lovato seconded the motion.

Vote:

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

Unanimous– ZT-4-2020– Approved

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

ISSUE:

Application: #Z-5-2020
Applicant: Bruce Smith and Fred Cox
Location: 5571 West 2455 South
Size: 1 acre

SYNOPSIS:

Zone change from M (Manufacturing) to C-2 (General Commercial)

BACKGROUND:

Included with this issue paper is a concept plan from the applicant showing a proposed 13,250 sq. ft. commercial building. According to the applicant, the proposed uses for the building are retail, professional office and medical office. Retail and professional office are allowed in the M zone; however, medical office is not allowed. This is why the owner is seeking C-2 zoning.

The C-2 zone includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres. If approved, application ZT-4-2020 would allow M zoned property to be included to meet the minimum C-2 district size. If application ZT-4-2020 is not approved, this application must be denied because the minimum C-2 zone district size would not be met.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, AICP, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5571 WEST 2455 SOUTH FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-5-2020, filed by Bruce Smith and Fred Cox and located at 5571 West 2455 South is hereby reclassified from zone M (Manufacturing) to C-2 (General Commercial), said property being more particularly described as follows:

Parcel #14-24-302-003:
LOT 25B, WEST VALLEY TRUCK CENTER AMD.

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Z-5-2020 MINUTES
JULY 22, 2020 PLANNING COMMISSION PUBLIC HEARING

Application #:	Z-5-2020
Applicants:	Bruce Smith and Fred Cox
Address:	5571 West 2455 South
Request:	Zone change from M to C-2
Property Size:	1.0 acre

Bruce Smith and Fred Cox have requested a zone change on a 1.0-acre parcel at 5571 West 2455 South from M (manufacturing) to C-2 (general commercial). Surrounding zones include M to the north, east and south and LI (light industrial) to the west. Surrounding uses include Pride Trucking to the south and east, a convenience store to the north and a UDOT maintenance facility under construction to the west. The subject property is vacant and is designated as light manufacturing in the West Valley City General Plan.

Included with this report is a concept plan from the applicant showing a proposed 13,250 sq. ft. commercial building. According to the applicant, the proposed uses for the building are retail, professional office and medical office. Retail and professional office are allowed in the M zone; however, medical office is not allowed. This is why the owner is seeking C-2 zoning.

Back in 2018, the City Council approved a similar zone change request from M to C-2 for the property located north of Winco at 2524 South 5600 West where the owner was also wanting medical office.

The C-2 zone includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres. If approved, application ZT-4-2020 would allow M zoned property to be included to meet the minimum C-2 district size. If application ZT-4-2020 is not approved, this application must be denied because the minimum C-2 zone district size would not be met.

Staff Alternatives:

- Approval.
- Continuance.
- Denial.

Discussion: Steve Pastorik presented the application. Fred Cox, an architect representing the owner and applicant, stated the applicant wants to add a medical office to the subject location, and the zone change to C-2 would allow for this addition.

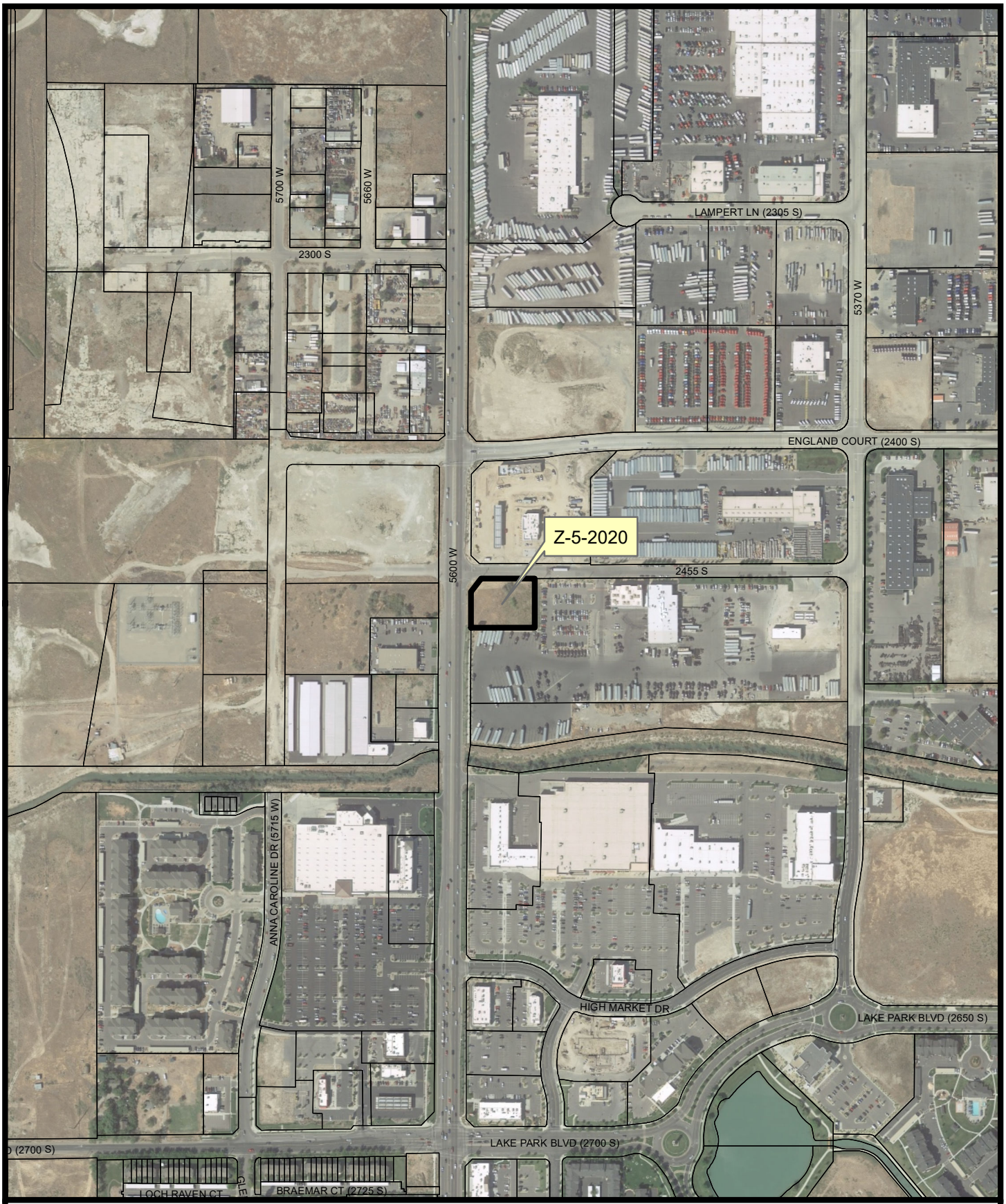
Motion: Commissioner Winters motioned to approve Z-5-2020

Commissioner McEwen seconded the motion.

Vote:

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

Unanimous– Z-5-2020– Approved



0 250 500 Feet

Z-5-2020
Bruce Smith and Fred Cox
5571 West 2455 South

N

Z-5-2020

Petition by BRUCE SMITH AND FRED COX requesting a zone change from M (Manufacturing) to C-2 (General Commercial). The property is located at 5571 W 2455 S on 1 acre. (Staff – Steve Pastorik at 801-963-3545)



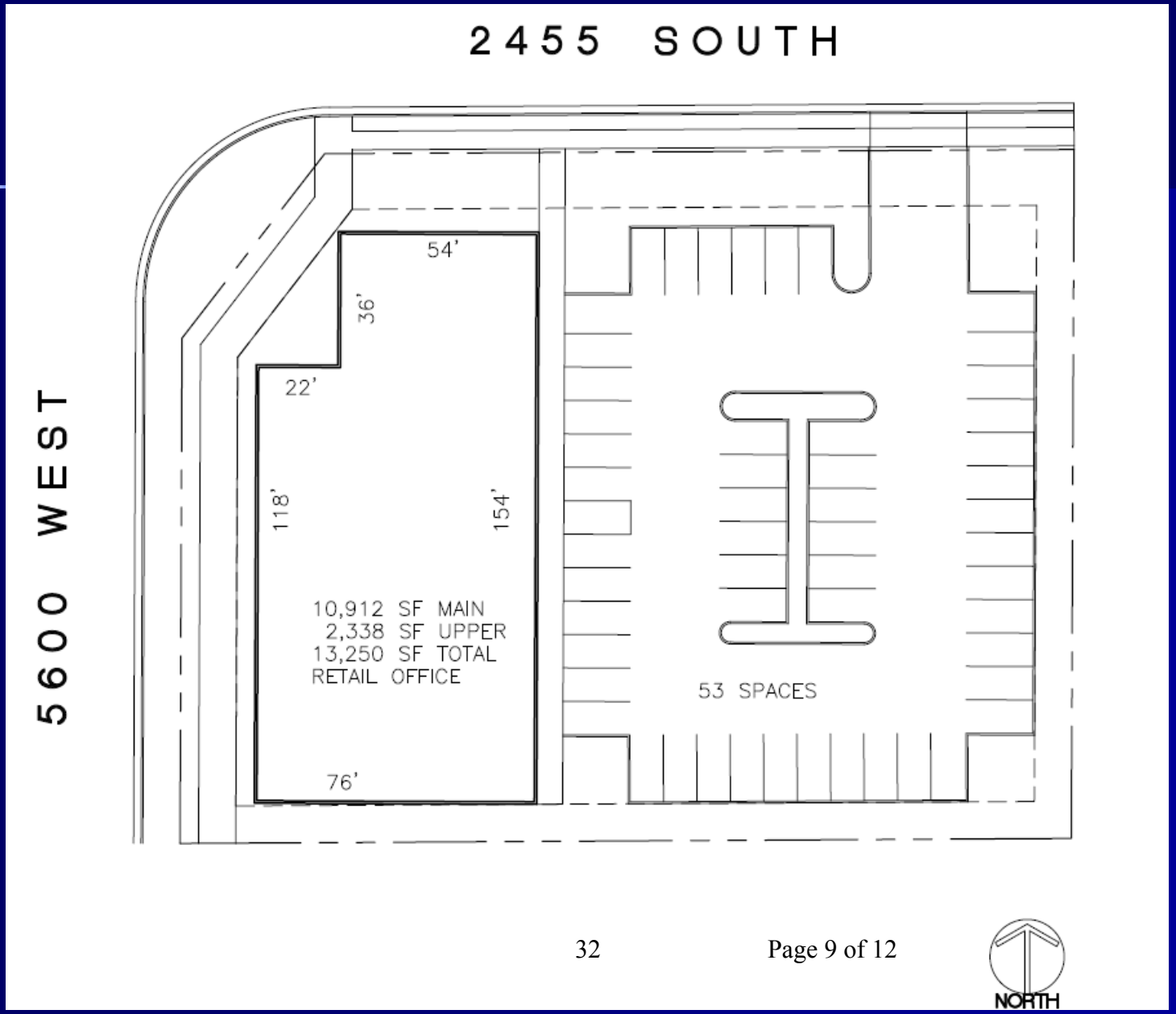
Z-5-2020

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Z-5-2020

Petition by BRUCE SMITH AND FRED COX requesting a zone change from M (Manufacturing) to C-2 (General Commercial). The property is located at 5571 W 2455 S on 1 acre. (Staff – Steve Pastorik at 801-963-3545)



Item #: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____

ISSUE:

Acceptance of either a resolution encouraging or an ordinance requiring citizens and guests to be idle free while in the city.

SYNOPSIS:

The proposed resolution by the Youth City Council (YCC) encourages citizens and guests to turn off their vehicle's engine when idling for more than one minute unless they are forced to idle because of traffic conditions or if idling is necessary for auxiliary power, health and safety, maintenance and repair, or for law enforcement or emergency personnel. The proposed ordinance would permit law enforcement to give a violator a warning for the first offense. A second offense would be an infraction.

BACKGROUND:

Every year, the YCC chooses an area of concern they would like to make impact. This year, they have chosen anti-idling issues. The YCC is concerned about their health and the health of all the City's residents because air pollution can cause or exacerbate serious health conditions such as asthma, heart disease and chronic obstructive pulmonary disease. Other cities such as Draper, Holladay, Salt Lake City, Murray, Cottonwood Heights, Logan, Alta, Sandy, and Park City have previously adopted ordinances or resolutions to reduce emissions of idling vehicles, clear the air, and protect their residents' health. The City adopted a resolution in 2010 encouraging citizens and guests to be idle free. The YCC proposes renewing that position in an updated resolution or adopting an ordinance which would provide for education of the issue and allow for enforcement.

RECOMMENDATION:

Adopt either the ordinance or the resolution.

SUBMITTED BY:

Clover Meaders, Youth City Council Advisor

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RENEWING WEST VALLEY CITY'S COMMITMENT TO BEING "IDLE FREE".

WHEREAS, West Valley City resolved to urge citizens and guests to be idle free in 2010; and

WHEREAS, West Valley City appreciates the efforts of its citizens and guests to be idle free and recognizes the benefits gained in the last decade from those efforts; and

WHEREAS, reducing idling reduces harmful particulates emitted into the air which can exacerbate chronic obstructive pulmonary disease, heart conditions and asthma and have other negative impacts on health; and

WHEREAS, reducing idling costs associated with fuel consumed unnecessarily and wear and tear on the engine from "ghost miles" wherein the vehicle is operating but not traveling; and

WHEREAS, reducing idling reduces waste of non-renewable fossil fuels; and

WHEREAS, reducing idling reduces unnecessary emission of carbon dioxide into the atmosphere contribute to climate change; and

WHEREAS, reducing idling reduces the number of unattended, operating vehicles which are easy targets for thieves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that all persons within the City are encouraged to not leave any motor vehicle within the City idling for more than one minute, except in the following instances:

(1) The vehicle is forced to idle on a roadway because of traffic conditions or traffic control devices.
(2) Vehicle idling is necessary for auxiliary power for law enforcement or fire equipment; emergency and/or water equipment; refrigeration units; loading and unloading lifts; well drilling; farming; battery charging; or for the proper functioning of other equipment that is part of the vehicle.
(3) Vehicle idling is necessary for the health and/or safety of a driver or passenger, including K-9 or other service animals.
(4) Vehicle idling is necessary for the proper repair, maintenance or inspection of the vehicle.
(5) The vehicle is an authorized emergency or law enforcement vehicle and is either:
    a. Being used in an emergency or by an on-duty law enforcement officer; or

b. Needing to idle for the safety of the emergency workers.

BE IT FURTHER RESOLVED that the West Valley City Council urges all citizens and guests within the City to avoid the unnecessary idling of motor vehicles.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: 8/19/20

Date Adopted: _____

Date Effective: _____

AN ORDINANCE ENACTING SECTIONS 24-25-101 AND 24-25-102 OF THE WEST VALLEY CITY MUNICIPAL CODE TO PROHIBIT IDLING OF VEHICLES WITHIN CITY LIMITS.

WHEREAS, air pollution has detrimental impacts on the health of city residents; and

WHEREAS, idling vehicles contribute to air pollution unnecessarily; and

WHEREAS, the City Council desires to protect the health of city residents by educating the public on the effects of vehicle idling.

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. Sections 24-25-101 and 24-25-102 of the West Valley City Municipal Code are enacted as follows:

24-25-101. LIMITATIONS ON IDLING VEHICLES; EXCEPTIONS.

No driver shall allow a vehicle's engine to idle on public property or on private property open to the general public within the city's corporate limits for more than one minute, subject to the following exceptions:

(1) The vehicle is forced to idle on a roadway because of traffic conditions or traffic control devices.

(2) Vehicle idling is necessary for auxiliary power for law enforcement or fire equipment; emergency and/or water equipment; refrigeration units; loading and unloading lifts; well drilling; farming; battery charging; or for the proper functioning of other equipment that is part of the vehicle.

(3) Vehicle idling is necessary for the health and/or safety of a driver or passenger, including K-9 or other service animals.

(4) Vehicle idling is necessary for the proper repair, maintenance or inspection of the vehicle.

(5) The vehicle is an authorized emergency or law enforcement vehicle and is either:

a. Being used in an emergency or by an on-duty law enforcement officer; or

b. Needing to idle for the safety of the emergency workers.

24-25-102. VIOLATIONS.

(1) Because this chapter is primarily to educate, an individual must be issued a warning citation before a citation may be issued for violation of this chapter.

(2) Violation of this chapter is punishable as an infraction.

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

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

PASSED and APPROVED this _____ day of _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

File #: 10-028
(illegible)
Res. #: 10-09
Read at:
Other:

WEST VALLEY CITY, UTAH

RESOLUTION NO. 10-09

A RESOLUTION OF THE CITY COUNCIL URGING CITIZENS AND GUESTS IN THE CITY TO BECOME "IDLE FREE."

WHEREAS, the air quality in the Salt Lake Valley, including West Valley City, is degraded by excessive vehicle emissions; and

WHEREAS, emissions from idling vehicles contribute significantly to air pollution and to increased rates of respiratory diseases which adversely affect West Valley City residents, especially children, seniors, and people with weakened immune systems; and

WHEREAS, Gerald Wright Elementary, Granger Elementary, Harry S Truman Elementary, Monroe Elementary, Redwood Elementary, and West Valley Elementary have pledged to be "Idle Free" or have taken other action to reduce vehicle idling at their locations; and

WHEREAS, in an effort to reduce idle time and address public safety concerns, the West Valley City Police Department has conducted extensive training for its officers and for residents regarding the appropriate idling of police and civilian vehicles; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the residents of West Valley City to encourage "Idle Free" policies and the reduction of vehicle idling within the City whenever possible.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, Utah, that all persons within the City are encouraged to not leave any motor vehicle within the City idling for more than two minutes, except in the following instances:

1. Motors used to run refrigeration units that must be left idling to permit uninterrupted refrigeration.
2. When iding is necessary for the repair of the vehicle.
3. When motor vehicles must be left idling in order to install, maintain or repair equipment or infrastructure.
4. Any situation in which the health or safety of the driver or passenger requires the idling of the vehicle.

BE IT FURTHER RESOLVED that the West Valley City Council urges all citizens and guest within the City to avoid the unecessary idling of motor vehicles.

PASSED, APPROVED and MADE EFFECTIVE this 26th day of January, 2010.

WEST VALLEY CITY

MAYOR

ATTEST:

ACTING CITY RECORDER

Item: Reso. 10-09
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Approval of a resolution urging the residents and guests within West Valley City to become "Idle Free" and to reduce vehicle iding as much as possible.

SYNOPSIS:

This resolution recognizes the health and safety concerns caused by the excessive iding of motor vehicles and encourages "Idle Free" zones and other measures to reduce motor vehicle idling.

BACKGROUND:

By adopting this resolution, the City Council will be lending its support to the efforts to improve air quality and public safety by reducing motor vehicle idling. Several schools within the City have become "Idle Free" or are actively working to reduce idling at their locations. Also, the West Valley City Police Department has conducted extensive training for both its officer and citizens regarding the approriate idling of motor vehicles.

RECOMMENDATION:

Approve a resolution urging the residents and guest within West Valley City to become "Idle Free" and to reduce vehicle iding as much as possible.

Item #:	
Fiscal Impact:	$66,000 Grants Revenue
Funding Source:	National Recreation & Park Association
Account #:	10-7604-40750-00000-7605
Budget Opening Required:	Yes

ISSUE:

Approve a Memorandum of Understanding (MOU) with the National Recreation and Park Association (NRPA) for park enhancements and programming at Parkway Park.

SYNOPSIS:

The West Valley City parks and recreation department has been awarded one of only twelve national grants by the NRPA to rehabilitate and enhance certain aspects of Parkway Park. The Parkway Park Enhancement and Play Initiative will include enhancements that will beautify and repair various elements of the park as well as offer new activities for the community.

BACKGROUND:

The Parkway Park Enhancement and Play Initiative will provide improvements and opportunities to Parkway Park including:

- Basketball Courts: reseal courts, new hoops and nets, new lines and artwork painted on courts
- Tennis Courts: paint pickleball court lines
- Game Zone Addition: two cornhole courts, two chess tables/stools, one outdoor table tennis set, hopscotch and four square court created
- Construction of a Pollinator Garden
- Plant additional trees to enhance the tree canopy
- Install recycled benches
- Install graphic design signage for pollinator garden (educational) and sport courts (skill development/drills)
- Provide informal programming

This is a non-matching grant thus West Valley City is not required to provide additional funds for the project. All aspects will be funded in full by grant dollars.

RECOMMENDATION:

Staff recommends approval of the MOU with the NRPA for the Parkway Park Enhancement and Play Initiative grant

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RECREATION AND PARK ASSOCIATION.

WHEREAS, the City wishes to make certain improvements to Parkway Park (the "Project"); and

WHEREAS, the National Recreation and Park Association (the "NRPA") is willing to provide grant funding for the completion of the Project, conditioned upon certain obligations undertaken by the City; and

WHEREAS, a Memorandum of Understanding (the "Agreement") has been prepared by and between the NRPA and the City that set forth the rights, duties, and obligations of each of the parties with respect to said grant; 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated June 22, 2020 (Effective Date), is made between **National Recreation and Park Association,** a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and West Valley City**,** a provider of park, recreation, or community services in West Valley City, Utah (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Sixty-six Thousand Dollars ($66,000) (Grant Funds) made available to Grantee for the implementation of the project selected for grant funding (Project): Parkway Park Enhancement and Play Initiative.

Made possible, in part, through the support of The Walt Disney Company (Disney) and Target Enterprise, Inc. (Target), NRPA is managing the administration of the grant program (Program). Grants made through this Program are intended to support increased access to outdoor play and youth sports for children and families through both a park improvement project and a Community Play Report.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds as a grant recipient.

2. Project Funding

- **A.** Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check in the amount of Sixty-Six Thousand Dollars **($66,000)**
- **B.** Grant Funds will be distributed by NRPA
- **C.** No matching funds are required

3. Grantee Requirements

Grantee will use the Grant Funds to:

- ***A.*** Improve a park space at 3405 W Parkway Boulevard, West Valley City, Utah in alignment with Grantee's proposal and as listed below (Project):
  Reseal two basketball courts and install new basketball hoops and nets; Paint new basketball court lines, artwork on basketball courts, hopscotch and four square; Perform minor repairs on tennis courts and paint pickleball court lines, install new nets; Install two cornhole courts, two chess tables with stools, one outdoor table tennis set; Install graphic signage for basketball and pickleball with skill drills and sport games; Install pollinator garden with graphic educational signage; Purchase summertime park program supplies, sports equipment and sport skill development equipment; Install various park amenities including recycled plastic benches, new trees to enhance the tree canopy; Limited personnel costs for out of school and family sports/recreation programming; Marketing, advertising and promotional materials and other misc supply expenses.
- ***B.*** Participate in a mandatory project orientation call with NRPA
- ***C.*** Complete Project by March, 26, 2021.
- ***D.*** Conduct local community outreach through web, social media, and local press release to help promote the Project in accordance with all press and promotional prior approvals. NRPA will provide a toolkit of sample content for this outreach. Recognition of Disney and Target are to be kept separate at all times according to the toolkit.
- ***E.*** Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.

F. Provide opportunities for Target and Disney employees to contribute to the Project through hands-on volunteer activities, to be mutually agreed upon in advance and according to public health guidelines.

G. Provide opportunity for recognition of Disney and Target during a celebration event, to be mutually agreed upon in advance.

H. Host a site visit(s) by NRPA and/or Disney or Target, if requested

I. Submit mid-term report (template provided by NRPA) by October 22, 2020, including:

- Summary of the Project status
- Changes to the budget
- Records of public outreach and press coverage
- Update on Disney and Target employee and community engagement events
- Timeline for planned Project completion and recognition
- Photos showing current progress and activities

J. Submit a final report (template provided by NRPA) explaining the success of the project and how the grant funds were utilized upon completion of the project

4. Promotion

NRPA, Disney and Target may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

Grantee shall provide NRPA an opportunity to review and approve any statement, message or use of the NRPA, Disney and/or Target logo related to this grant or Project in advance of its release to the public.

Any promotion, public announcement, or promotion relating to the Grant shall be subject to the prior review of NRPA, Disney and Target.

5. Limits of Liability

To the fullest extent permitted by applicable law, Grantee hereby releases Disney, Target and NRPA, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the Support Parties), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds. Grantee further waives any right to sue or bring any action of any kind against the Support Parties relating to or arising out of the Project or the use of the Grant Funds. This limitation of liability shall apply whether the Support Parties' liability arises due to breach of contract, breach of warranty, or as a result of tortious conduct, including, but not limited to, negligence (of any kind), strict liability, statutory liability, or any other causes of action.

NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

6. Indemnification

To the fullest extent permitted by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantee's involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the Project; (ii) any failure by Grantee to comply with any applicable laws, rules

and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of grantees or their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

7. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's confidential information with at least the same degree of care as the receiving party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such confidential information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the confidential information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

8. Term

This MOU shall be effective as of the Effective Date hereof and shall continue until March 26, 2021 (the "Term") in accordance with Section 11.

9. Use of Grant Funds

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;

C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
E. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
F. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
G. To travel to NRPA's Annual Conference or any other conference travel.

10. Audit

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantee's financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantee by NRPA at any time during the Audit Period, at NRPA's sole expense, during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantee shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantee shall be barred from participation in any further programs. Grantee shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

11. Termination and Repayment

Either party may terminate this MOU at any time for any reason upon providing the other party thirty (30) calendar days' written notice. Further, either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

12. Governing Law, Jurisdiction, Venue and Dispute Resolution

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Commonwealth of Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney's fees and costs. Grantee agrees that NRPA would not have an adequate

remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

13. No Agency
Each party and its officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.

14. Notices
All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:
West Valley City Parks and Recreation
5415 West 3100 South
West Valley City, UT 84120
Attn: Nancy Day; Parks and Recreation Director
Email: nancy.day@wvc-ut.gov

If to NRPA, to:
National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148
Attn: Rachel Banner; Director of Park Access
Email: rbanner@nrpa.org

These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.

National Recreation and Park Association		**West Valley City**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

ISSUE PAPER:

SMI-2-2020 – TerraForm Commercial Subdivision

SYNOPSIS:

Applicant: Elliott Smith
Proposal: Final Plat Approval
Location: 4700 South 5600 West
Zoning: M
Acres: 5
Lots: 2

BACKGROUND

Elliott Smith, representing Robert J. Defa et al, is requesting final plat approval for the TerraForm Commercial Subdivision. The subdivision is located on the northwest corner of 4700 South and 5600 West. The subdivision is bordered on the north by vacant ground zoned Agriculture and the west by storage units.

The subdivision will create two lots which will be developed in the future. Lot 1, or the corner lot, will be approximately 1 acre in size, with the remaining property, or lot 2, containing approximately 4 acres in size.

The corner lot is being proposed for a new 7-eleven store which is currently being reviewed by staff. Access to the corner piece will be from both 5600 West and 4700 South. UDOT approval will need to be granted for the 5600 West access. Access to lot 2 will be gained from 4700 South. At the present time, there is no proposed use for that lot.

As part of this application, the developer will be dedicating a portion of 4700 South. The intersection of 5600 West and 4700 South was built to a 53-foot half width. It is not anticipated that a 53-foot half width will be needed west of the 7-eleven. The applicant is coordinating the right-of-way width needed along this section of 4700 South and where a possible transition should occur going west.

The subdivision plat will simply provide the mechanism to divide the property as required by the applicant. The subdivision plat will contain easements and other information applicable to the division of property. Separate applications will be submitted for permitted and/or conditional uses on the two new lots.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

SMI-2-2020
TerraForm Commercial Subdivision
4700 South 5600 West
M Zone
2 Lots
5 Acres

BACKGROUND:

Elliott Smith, representing Robert J. Defa et al, is requesting minor subdivision approval for the TerraForm Commercial Subdivision. The subdivision is located on the northwest corner of 4700 South and 5600 West. The subdivision is bordered on the north by vacant ground zoned Agriculture and the west by storage units.

STAFF/AGENCY COMMENTS:

As this application will be followed up by various site plan reviews, staff and agency comments will be better addressed at that time. The purpose for the commercial subdivision application is to simply divide the property into 2 lots for future development.

ISSUES:

The proposed subdivision is in a manufacturing zone located on the northwest corner of 4700 South and 5600 West. The subdivision will create two lots which will be developed in the future. Lot 1, or the corner lot, will be approximately 1 acre in size, with the remaining property, or lot 2, containing approximately 4 acres in size.

The corner lot is being proposed for a new 7-eleven store which is currently being reviewed by staff. Access to the corner piece will be from both 5600 West and 4700 South. UDOT approval will need to be granted for the 5600 West access. Access to lot 2 will be gained from 4700 South. At the present time, there is no proposed use for that lot. Based on the site plan for the 7-eleven, it appears that access on 4700 South extends into a portion of lot 2. If this is correct, a cross access easement will need to be illustrated on the subdivision plat.

As part of this application, the developer will be dedicating a portion of 4700 South. The intersection of 5600 West and 4700 South was built to a 53-foot half width. It is not anticipated that a 53-foot half width will be needed west of the 7-eleven. The applicant will need to coordinate with the City Engineering Division what dedication will be needed along 4700 South and where a possible transition should occur.

The subdivision plat will simply provide the mechanism to divide the property as required by the applicant. The subdivision plat will contain easements and other information applicable to the division of property. Separate applications will be submitted for permitted and/or conditional use on the two new lots.

STAFF ALTERNATIVES:

1. Approve the TerraForm Commercial Subdivision subject to a resolution of staff and agency concerns.

2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Steve Lehman presented the application. Commissioner Winters asked Steve if the Commission needs to address the public works requirements with this application. Steve explained that this does not need to be addressed at this time. Those improvements would be addressed with the Conditional and or Permitted Use applications. He also stated that the subject property's access points would be spread out as far away from the intersection as possible. Elliott Smith, the developer for the subject property and representing the property owner, addressed Commissioner Winter's question. He explained the subject property was under contract a year ago and fell out of the contract due to UDOT not approving access off 5600 W. Mr. Smith stated revisions to the site plan were made. UDOT granted preliminary approval for access off 5600 W.

Motion: Commissioner Fuller moved to approve SMI-2-2020

Commissioner McEwen seconded the motion.

Vote:

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

Unanimous– SMI-2-2020– Approved

SMI-2-2020

Petition by **ELLIOTT SMITH**, representing Robert J Defa et al, is requesting **minor subdivision approval** for the TerraForm Commercial Subdivision. The subdivision will consist of 2 lots on 5 acres. The subdivision is located at approximately 4700 South 5600 West and is zoned M (Manufacturing) (Staff – **Steve Lehman** at 801-963-3311)



SMI-2-2020

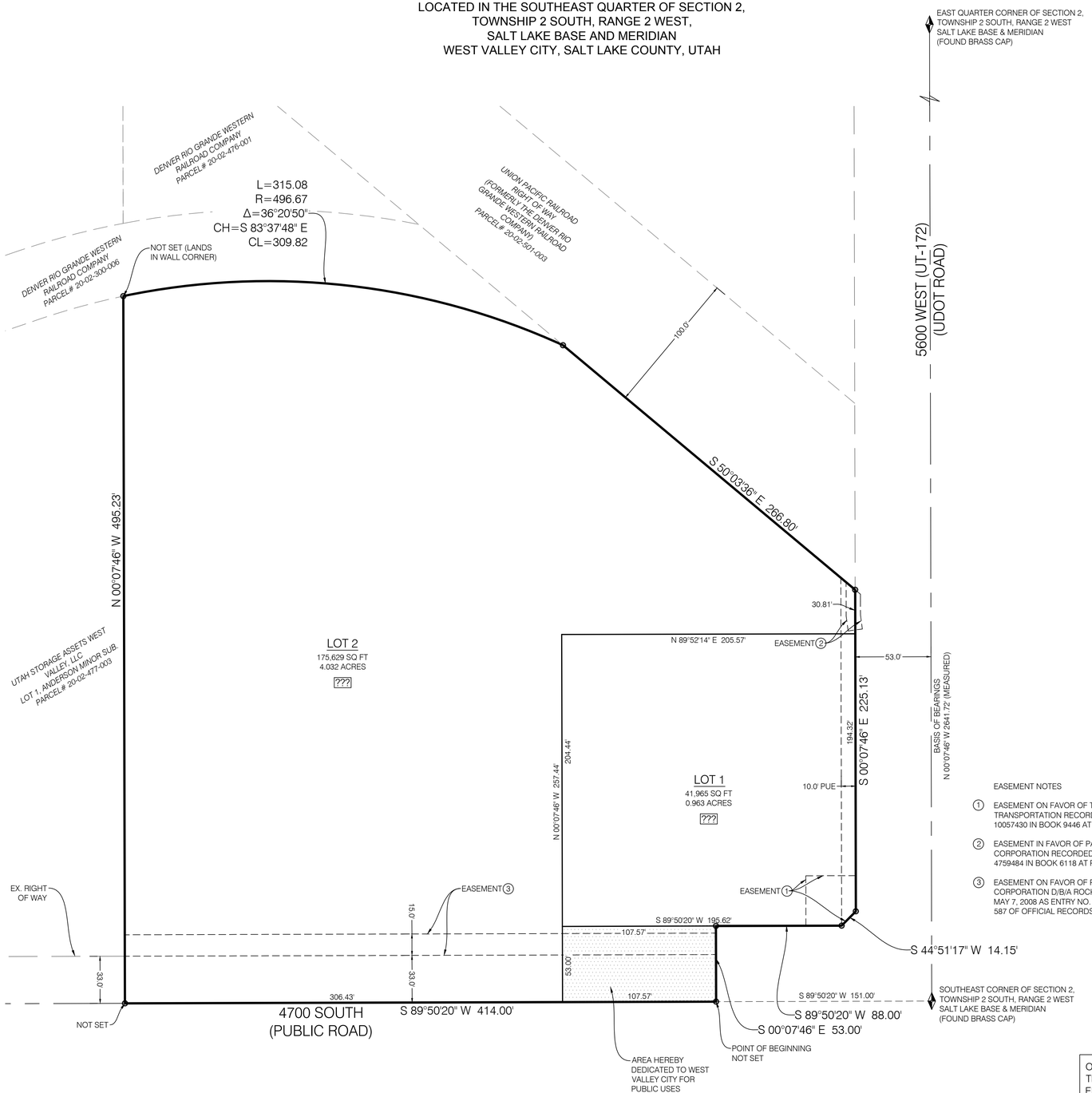
Petition by **ELLIOTT SMITH**, representing Robert J Defa et al, is requesting **minor subdivision approval** for the TerraForm Commercial Subdivision. The subdivision will consist of 2 lots on 5 acres. The subdivision is located at approximately 4700 South 5600 West and is zoned M (Manufacturing) (Staff – **Steve Lehman** at 801-963-3311)





TERRAFORM COMMERCIAL SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40ft.

LEGEND & ABBREVIATIONS

- SECTION CORNER OR QUARTER CORNER (FOUND)
- BOUNDARY CORNER (SET 5/8" x 24" REBAR AND CAP OR PLAT NOTED)
- OFFSET PINS TO BE SET IN TOP BACKS OF CURB AND SET 5/#8 x 24' REBAR AND CAP TO BE SET ALL REAR LOT CORNERS
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY
- STREET CENTERLINE
- P.U.E. - PUBLIC UTILITY EASEMENT
- RIGHT OF WAY

EASEMENT NOTES

1. EASEMENT ON FAVOR OF THE UTAH DEPARTMENT OF TRANSPORTATION RECORDED APRIL 5, 2007 AS ENTRY NO. 10057430 IN BOOK 9446 AT PAGE 515 OF OFFICIAL RECORDS.
2. EASEMENT IN FAVOR OF PACIFICORP, AN OREGON CORPORATION RECORDED APRIL 17, 1989 AS ENTRY NO. 4759484 IN BOOK 6118 AT PAGE 1686 OF OFFICIAL RECORDS.
3. EASEMENT ON FAVOR OF PACIFICORP, AN OREGON CORPORATION D/B/A ROCKY MOUNTAIN POWER RECORDED MAY 7, 2008 AS ENTRY NO. 10421379 IN BOOK 9604 AT PAGE 587 OF OFFICIAL RECORDS.

PROPERTY ADDRESS:
5652 W 4700 S
WEST VALLEY CITY, UT

OWNER/DEVELOPER:
TERRAFORM COMPANIES, LLC
ELLIOT SMITH
6770 S 900 E SUITE 102
SALT LAKE CITY, UT 84047
PHONE: 801-278-4689
EBSMITH@TERRAFORMCO.COM

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531 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, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

TERRAFORM COMMERCIAL SUBDIVISION

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

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°50'20" WEST 151.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°50'20" WEST 414.00 FEET TO THE WESTERLY LINE OF ANDERSON MINOR SUBDIVISION RECORDED SEPTEMBER 9, 2008, AS ENTRY NO. 10515987, IN BOOK 2008P, AT PAGE 227, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 00°07'46" WEST 495.23 FEET ALONG SAID WESTERLY LINE TO THE NORTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION, BEING ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY 315.08 FEET ALONG THE ARC OF A 496.67 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, CHORD BEARS SOUTH 83°37'48" EAST 309.82 FEET TO THE SOUTHERLY LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTH 50°03'36" EAST 266.80 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY RIGHT OF WAY LINE OF 5600 SOUTH STREET; THENCE SOUTH 00°07'46" EAST 225.13 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 44°51'17" WEST 14.15 FEET; THENCE SOUTH 89°50'20" WEST 88.00 FEET; THENCE SOUTH 00°07'46" EAST 53.00 FEET TO THE POINT OF BEGINNING.

(BASIS OF BEARINGS: NORTH 00°07'46" WEST 2641.72 FEET BETWEEN THE BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 2 AND THE BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 2)

CONTAINS 223,295 SQ FT OR 5.126 ACRES, MORE OR LESS,
2 LOTS

PROFESSIONAL LAND SURVEYOR 5/6/2020 7240531 BRIAN A. LINAM STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

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

TERRAFORM COMMERCIAL SUBDIVISION

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC, ALL STREETS AND OTHER PROPERTY AS REFLECTED AND SHOWN ON THIS PLAT TO BE DEDICATED FOR PUBLIC USE. OWNER HEREBY CONSENTS AND GIVES APPROVAL TO THE RECORDING OF THIS PLAT FOR ALL PURPOSES SHOWN HEREIN.
IN WITNESS WHEREOF WE HAVE SIGNED THIS PLAT THIS _____DAY OF _____, A.D. 20____.

RICHARD L. DEFA
(TRUSTEE OF THE RICHARD AND ROBYN DEFA TRUST, U/A/D SEPTEMBER 20, 2013)

ROBYN R. DEFA
(TRUSTEE OF THE RICHARD AND ROBYN DEFA TRUST, U/A/D SEPTEMBER 20, 2013)

ROBERT JOSEPH DEFA

ACKNOWLEDGEMENT

STATE OF _____ } S.S.
County of _____

ON THE _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME, ROBERT JOSEPH DEFA , WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, ACKNOWLEDGED TO ME THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION NUMBER: _____
NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES: _____
(SIGNED) A NOTARY PUBLIC COMMISSIONED IN _____

TRUSTEE ACKNOWLEDGEMENT

STATE OF _____ } S.S.
County of _____

ON THE _____ DAY OF _____, A.D. 20____, RICHARD L. DEFA AND ROBYN R. DEFA , PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND SAID COUNTY OF _____ IN SAID STATE OF UTAH, THEY, WHO BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE THE TRUSTEES OF TRUSTEE OF THE RICHARD AND ROBYN DEFA TRUST, U/A/D SEPTEMBER 20, 2013, AND THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION NUMBER: _____
NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES: _____
(SIGNED) A NOTARY PUBLIC COMMISSIONED IN _____

TERRAFORM COMMERCIAL SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS _____DAY OF_____, A.D. 20___

DIRECTOR, SALT LAKE VALLEY HEALTH DEPT.

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED AS TO FORM THIS _____ DAY OF_____, A.D. 20___

DISTRICT ENGINEER

PLANNING COMMISSION

APPROVED THIS_____DAY OF_____, A.D. 20___ BY THE WEST VALLEY CITY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY CITY PLANNING COMM.

ENGINEER'S CERTIFICATE

ROS #2020-04-0283

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

DATE _____ CITY ENGINEER _____

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20___

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS_____DAY OF_____, A.D. 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: CITY RECORDER _____ WEST VALLEY CITY MANAGER _____

RECORDED #

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

DATE_____TIME_____BOOK_____PAGE_____

FEE $ _____ SALT LAKE COUNTY RECORDER

2001007sp.dwg

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

ISSUE PAPER:

SMI-3-2020 – Phil's Farm Subdivision

SYNOPSIS:

Applicant:	Scott Helm
Proposal:	Final Plat Approval
Location:	4180 South 4625 West
Zoning:	R-1-10
Acres:	2.4
Lots:	7

BACKGROUND

Mr. Scott Helm, is requesting final plat approval for the Phil's Farm Subdivision. The subdivision will consist of 7 lots on approximately 2.4 acres. This equates to an overall density of 2.9 units per acre. Lot sizes range from 10,800 square feet to 15,960 square feet. The average lot size in the subdivision has been calculated at 12,580 square feet.

Access to the subdivision will be gained from existing stub street in the Condie Park Estates No. 3 Subdivision to the south. The subdivision will then terminate in a cul-de-sac. The City's right-of-way is typically a 54-foot width that includes curb, gutter, sidewalk and parkstrip. The right-of-way width coming in from the south does not have parkstrip. The City Engineering Division will allow the new subdivision street to be built with an integral curb, gutter sidewalk design, but will require a parkstrip in the bulb of the cul-de-sac.

There is an existing sewer easement that cuts through what will be lot 2. As part of the subdivision design, the developer will move the easement to the north side of lot 3. A new sewer easement will be established and will be coordinated with Granger Hunter Improvement District. In addition, storm water enters this property from subdivisions to the south. A new storm drain easement will also be located on the north side of lot 3. Storm water from this property will then be piped north down Condie Lane out to 4100 South. Provisions to accommodate this piping in 4100 South were made prior to the subdivision application.

The subject property has been vacant for years, but staff does not believe it has actively been irrigated. The ditch along the east side of the property will need to be piped. The developer will coordinate any irrigation issues that may be part of this property with the Engineering Division.

The applicant will be required to submit a soils report prior to final plat review. The report will need to be reviewed by the City Building Official and City Engineer. Ground water was not encountered in the Condie Park Estates subdivision to the south. Staff does not believe ground water will be a problem, but a soils report will be required.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

SMI-3-2020
Phil's Farm Subdivision
4180 South 4625 West
R-1-10 Zone
7 Lots
2.4 Acres

BACKGROUND

Scott Helm, representing Phil Condie, is requesting minor subdivision approval for the Phil's Farm Subdivision. The property was rezoned recently from the A zone to the R-1-10 zone. As part of the rezone, a development agreement was approved by the Planning Commission and City Council.

STAFF/AGENCY CONCERNS:

Fire Department:

- Fire hydrants to be installed in accordance with the Uniform Fire Code.

Granger Hunter Improvement District:

- Project will need to run availability for water, sewer and fire protection.
- Subject to design and review inspections.

Utility Agencies:

- Subject to all standard easement locations.

Public Works:

- Authorization required of ditch/water users for any abandonment, relocation, piping or any other modifications to existing ditches or irrigation structures. Concerns related to tail water exiting property to the south.

- Revisions to plat are required.

- Will need to coordinate the connection and transition from the existing right-of-way.

- Soils report will be required.
- Coordinate the abandonment of the existing sewer easement with GHID.
- Coordinate storm drain line that ends in the existing field.

Building Inspections:

- Soils report will be required.

ISSUES:

- The applicant is requesting minor subdivision approval for the Phil's Farm Subdivision. The subdivision will consist of 7 lots on approximately 2.4 acres. This equates to an overall density of 2.9 units per acre. Lot sizes range from 10,800 square feet to 15,960 square feet. The average lot size in the subdivision has been calculated at 12,580 square feet.
    - Access to the subdivision will be gained from an existing stub street in the Condie Park Estates No. 3 Subdivision to the south. The subdivision will then terminate in a cul-de-sac. The City's right-of-way is typically a 54-foot width that includes curb, gutter, sidewalk and parkstrip. The right-of-way width coming in from the south does not have parkstrip. The City Engineering Division will allow the new subdivision street to be built with an integral curb, gutter sidewalk design.
    - There is an existing sewer easement that cuts through what will be lot 2. As part of the subdivision design, the developer will move the easement to the north side of lot 3. A new sewer easement will be established and will be coordinated with Granger Hunter Improvement District. There is also an existing storm drain line that is located on the subject property. The developer will need to address this line and work with the Engineering Division for a solution.
    - The subject property has been vacant for years, but staff does not believe it has actively been irrigated. However, there is a ditch along the east side of the property that may need to be piped. The developer will coordinate any irrigation systems that may be part of this property with the Engineering Division.
    - The applicant will be required to submit a soils report prior to final plat review. The report will need to be reviewed by the City Building Official and City Engineer. Ground water was not encountered in the Condie Park Estates subdivision to the south. Staff does not believe ground water will be a problem, but a soils report will be required.

STAFF ALTERNATIVES:

A. Grant preliminary subdivision approval for the Phil's Farm Subdivision subject to the following conditions:

1. That compliance be made with Granger Hunter Improvement District regarding water line extensions, sewer connections and fire protection.

2. That the subdivision name and interior street names be approved by Salt Lake County Addressing Division.

3. That an appropriate ground water and soils investigation be made by a certified engineer. Said report shall be completed prior to the submittal of a final plat.

4. That street dedication and improvements be in accordance with plan and profiles approved by the City Engineering Division.

5. That all matters pertaining to any existing irrigation system be addressed with the Public Works Department and water users as outlined in the analysis.

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

7. That this subdivision complies with all provisions of the development agreement.

8. That the developer resolve issues related to the sewer and storm drain easements.

B. Continuation to address issues raised during the public hearing.

Discussion: Steve Lehman presented the application. Commissioner Winters recognized a stub street on the northeast side of the property. He asked Steve if this is part of the subject property. Steve stated the stub street is a private drive and not part of the subject property. Chris Poulsen, the applicant, said that Steve presented the application thoroughly, and he didn't have anything to add.

Motion: Commissioner Winters moved to approve SMI-3-2020 subject to the 8 staff alternatives.

Commissioner McEwen seconded the motion.

Vote:

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

Unanimous– SMI-3-2020– Approved

SMI-3-2020

Petition by **SCOTT HELM**, representing the property owner, is requesting **minor subdivision approval** for the Phil's Farm Subdivision. The subdivision will consist of 7 lots on 2.4 acres. The subdivision is located at approximately 4180 South 4625 West. (Staff – **Steve Lehman** at 801-963-3311)



SMI-3-2020

Petition by **SCOTT HELM**, representing the property owner, is requesting **minor subdivision approval** for the Phil's Farm Subdivision. The subdivision will consist of 7 lots on 2.4 acres. The subdivision is located at approximately 4180 South 4625 West. (Staff – **Steve Lehman** at 801-963-3311)



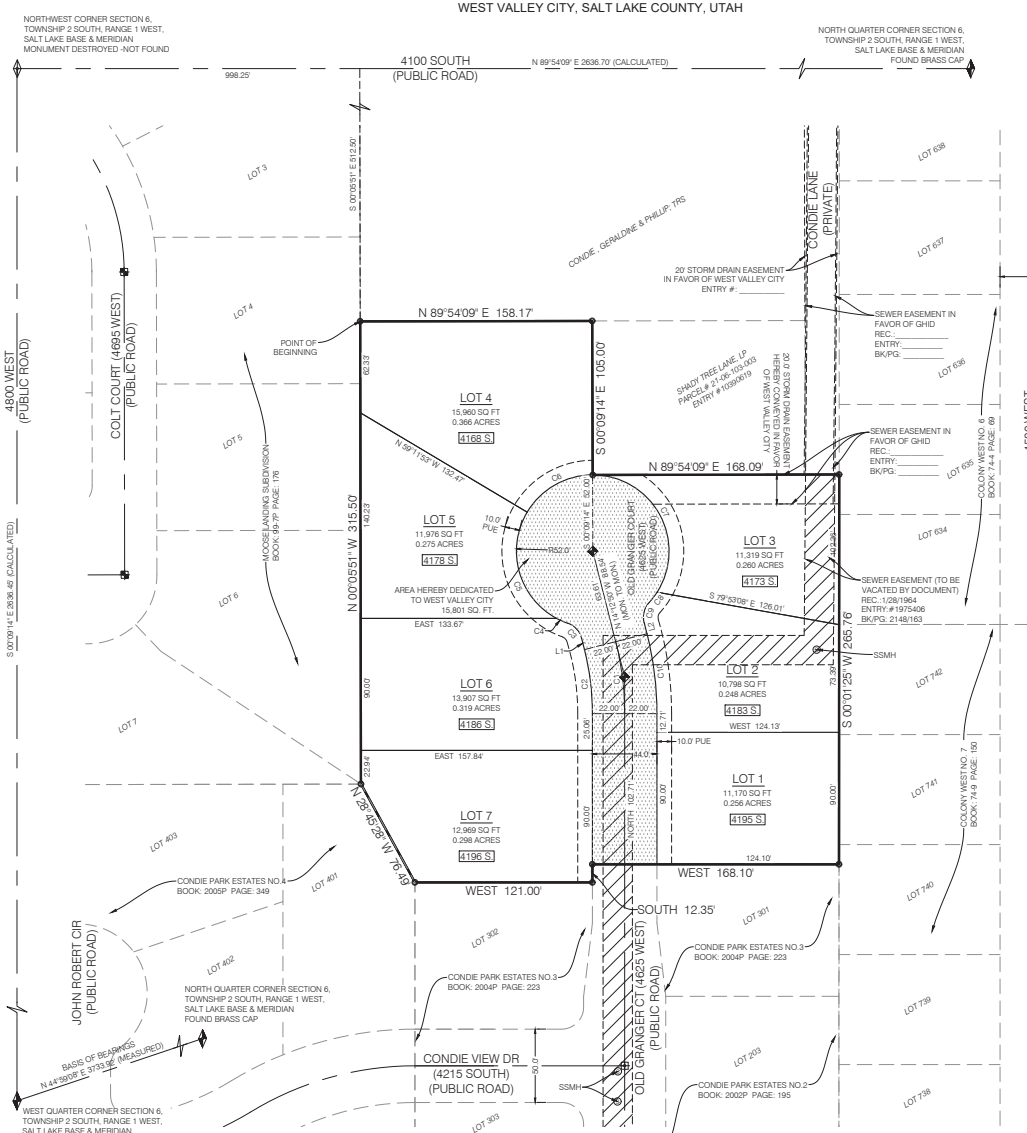

WEST VALLEY CITY
BLACK SERIES





PHIL'S FARM SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



STORM WATER THAT CANNOT BE DIRECTED TO THE STREET MUST BE RETAINED ON INDIVIDUAL LOTS. UNDERGROUND RETENTION IS REQUIRED FOR THOSE AREAS OF LOTS THAT DO NOT DRAIN DIRECTLY TO THE STREET. NO STORM WATER FROM ANY LOT WILL BE DIRECTED OR ALLOWED TO FLOW ONTO AN ADJOINING LOT. INDIVIDUAL LOT GRADING PLANS ARE REQUIRED TO BE SUBMITTED WITH BUILDING PERMIT APPLICATIONS.

NORTH

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40ft.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	49.62'	200.00'	14°12'50"	N 07°06'25" W	49.49'
C2	44.16'	178.00'	14°12'50"	N 07°06'25" W	44.04'
C3	14.79'	15.00'	56°28'45"	N 42°27'13" W	14.19'
C4	8.08'	52.00'	8°54'15"	S 66°14'28" E	8.07'
C5	83.96'	52.00'	92°30'43"	S 15°31'59" E	75.13'
C6	53.66'	52.00'	59°07'23"	S 60°17'04" W	51.31'
C7	111.23'	52.00'	122°33'14"	N 28°45'51" W	91.20'
C8	8.85'	52.00'	9°45'10"	N 37°23'21" E	8.84'
C9	14.79'	15.00'	56°28'45"	S 14°01'33" W	14.19'
C10	55.07'	222.00'	14°12'50"	N 07°06'25" W	54.93'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 14°12'50" E	7.75'
L2	S 14°12'50" E	7.75'

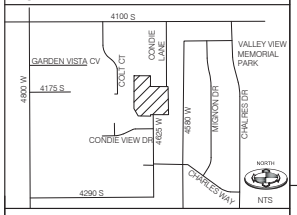
LEGEND & ABBREVIATIONS

- SECTION CORNER OR QUARTER CORNER (FOUND)
- SECTION CORNER OR QUARTER CORNER (NOT FOUND)
- STREET MONUMENT (TO BE SET PER SLCO STDS.)
- STREET MONUMENT (FOUND)
- STREET MONUMENT (NOT FOUND)
- BOUNDARY CORNER (SET 5/8" x 24" REBAR AND CAP "BENCHMARK ENG.")
- OFFSET PINS TO BE SET IN TOP BACKS OF CURB AND SET 5#8 x 24" REBAR AND CAP TO BE SET ALL REAR LOT CORNERS
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY
- STREET CENTERLINE
- P.U.E. - PUBLIC UTILITY EASEMENT
- RIGHT OF WAY
- AREA DEDICATED TO WEST VALLEY CITY

PLAT NOTES:
1. A SOILS REPORT IN ACCORDANCE WITH SECTION 7-13-504 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED. REPORT WAS PREPARED BY _____
2. HISTORICAL DEPTH OF HIGH WATER TABLE AND ELEVATION OF LOWEST FLOOR SLAB (MIN 3' ABOVE WATER TABLE). INCLUDE TABLE SHOWING FINISHED FLOOR ELEVATIONS FOR EACH LOT
3. IDENTIFY LOTS WHERE EASEMENTS FOR SPECIAL DRAINAGE FACILITIES WILL BE REQUIRED.
4. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL ASPHALT PAVING IS INSTALLED.

***SUBJECT TO A STORM WATER DRAINAGE EASEMENT RECORDED SEPTEMBER 27, 2005 AS ENTRY NO. 9502834 IN BOOK 9193 AT PAGE 6251 OF OFFICIAL RECORDS.

VICINITY MAP



DEVELOPER: SCOTT HELM

PHONE: 801-560-9497

SCOTTHELM@HOTMAIL.COM

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531 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 A STREET, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

PHIL'S FARM SUBDIVISION

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

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY LINE OF MOOSE LANDING SUBDIVISION RECORDED JULY 6, 1999, AS ENTRY NO. 7405325, IN BOOK 99-7P, AT PAGE 176, ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 89°54'09" EAST 998.25 FEET ALONG THE SECTION LINE AND SOUTH 00°05'51" EAST 512.50 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°54'09" EAST 158.17 FEET; THENCE SOUTH 00°09'14" EAST 105.00 FEET; THENCE NORTH 89°54'09" EAST 168.07 FEET TO THE WESTERLY LINE OF COLONY WEST NO. 6 SUBDIVISION RECORDED APRIL 23, 1974, AS ENTRY NO. 2615608, IN BOOK 74-4, AT PAGE 69, ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 00°01'25" WEST 265.76 FEET ALONG SAID WESTERLY LINE AND ALSO ALONG THE WESTERLY LINE OF COLONY WEST NO. 7 SUBDIVISION RECORDED SEPTEMBER 25, 1974, AS ENTRY NO. 2653901, IN BOOK 74-9, AT PAGE 150, ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER TO THE NORTHEAST CORNER OF CONDIE PARK ESTATES NO. 3 SUBDIVISION RECORDED AUGUST 10, 2004, AS ENTRY NO. 9142729, IN BOOK 2004P, AT PAGE 223, ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: 1) WEST 168.10 FEET; 2) SOUTH 12.35 FEET; 3) WEST 121.00 FEET TO A POINT ON THE EASTERLY LINE OF CONDIE PARK ESTATES NO. 4 SUBDIVISION RECORDED NOVEMBER 3, 2005, AS ENTRY NO. 9543626, IN BOOK 2005P, AT PAGE 349, ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 28°45'29" WEST 76.49 FEET ALONG SAID EASTERLY LINE TO THE SOUTHEAST CORNER OF MOOSE LANDING; THENCE NORTH 00°05'51" WEST 315.50 FEET ALONG THE EASTERLY LINE OF SAID MOOSE LANDING TO THE POINT OF BEGINNING.

AREA CONTAINS: 103,900 SQ. FT OR 2.385 ACRES, MORE OR LESS

7 LOTS

5-4-20
7240531
BRIAN A. LINAM
PROFESSIONAL LAND SURVEYOR
STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

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

PHIL'S FARM SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON. IN WITNESS WHEREBY I HAVE HEREUNTO SET MY HAND THIS _____DAY OF_____, A.D. 20____.

CONDIE PROPERTIES, LLC

BY (PRINT NAME): _____

TITLE: _____

ACKNOWLEDGEMENT

STATE OF _____
County of _____ } S.S.

ON THE _____ DAY OF _____, A.D. 2020, PERSONALLY APPEARED BEFORE ME, _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF CONDIE PROPERTIES, LLC, AND ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES: _____ (SIGNED) A NOTARY PUBLIC COMMISSIONED IN _____

PHIL'S FARM SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

SHEET 1 OF 1

PLANNING COMMISSION	SALT LAKE COUNTY HEALTH DEPARTMENT	GRANGER HUNTER IMPROVEMENT DISTRICT	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	WEST VALLEY CITY COUNCIL	RECORDED #
APPROVED THIS_____DAY OF_____, A.D. 20___ BY THE WEST VALLEY CITY PLANNING COMMISSION.	APPROVED AS TO FORM THIS _____DAY OF_____, A.D. 20___	APPROVED AS TO FORM THIS _____ DAY OF_____, A.D. 20___	ROS #2020-04-0284 I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20___	PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS_____DAY OF_____, A.D. 20_____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE_____TIME_____BOOK_____PAGE_____
CHAIRMAN, WEST VALLEY CITY PLANNING COMM.	DIRECTOR, SALT LAKE COUNTY HEALTH DEPT.	DISTRICT ENGINEER	DATE / CITY ENGINEER	WEST VALLEY CITY ATTORNEY	ATTEST: CITY RECORDER / WEST VALLEY CITY MANAGER	FEE $ / SALT LAKE COUNTY RECORDER

Item:_____
Fiscal Impact: None
Funding Source: NA
Account No: NA

Budget Opening Required: ☐

Issue:

Public Sidewalk Easement.

Synopsis:

Accept a Public Sidewalk Easement from CAH Properties, LLC, a Utah limited liability company across a portion of property located at 2159 S. Constitution Blvd. This easement is required as part of Artisan Place PUD project located at the above referenced address. During construction it was discovered that a high voltage power pole was located within the alignment of the required sidewalk could not be relocated. As a result, a portion of the public sidewalk was shifted slightly around the pole and outside of the public right-of-way. A Public Sidewalk Easement was required for the portion of the sidewalk located outside of the public right-of-way.

Background:

As a small portion of the required sidewalk falls outside of the existing public right-of-way, a Public Sidewalk Easement was required as a condition of approval for this project the current phase of the project.

Recommendation:

Accept and record Public Sidewalk 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 ACCEPT A PUBLIC SIDEWALK EASEMENT FROM CAH PROPERTIES, LLC FOR PROPERTY LOCATED AT 2159 SOUTH CONSTITUTION BOULEVARD.

WHEREAS, CAH Properties, LLC (herein "Owner") has executed a Public Sidewalk Easement (the "Easement") for property located at 2159 South Constitution Boulevard; and

WHEREAS, the easement conveyed by Owner is necessary and desirable for the development of the property; 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 accept the Easement;

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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 I.D. # 15-21-206-001

PUBLIC SIDEWALK EASEMENT

CAH PROPERTIES, LLC, a Utah limited liability company, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk on, over, and across real property located at **2159 S. Constitution Boulevard** in West Valley City, Salt Lake County, State of Utah, described as follows:

A PUBLIC SIDEWALK EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF CONSTITUTION BOULEVARD, SAID POINT BEING NORTH 00°05'25" WEST 2300.63 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89°54'58" EAST 49.96 FEET FROM THE CENTER OF SAID SECTION 21 (BASIS OF BEARINGS BEING SOUTH 00°05'25" EAST BETWEEN SAID CENTER QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 21): AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 19.69 FEET ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 00°27'43" WEST 19.69 FEET; 2) NORTHEASTERLY 5.14 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 05°54'51" EAST 5.13 FEET; THENCE SOUTH 00°51'20" WEST 24.80 FEET ALONG THE EDGE OF AN EXISTING SIDEWALK TO THE POINT OF BEGINNING. ENCOMPASSING 8 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.

WITNESSED the hand of said GRANTOR this 23rd day of July, 2020.

GRANTOR
CAH PROPERTIES, LLC, a Utah limited liability company

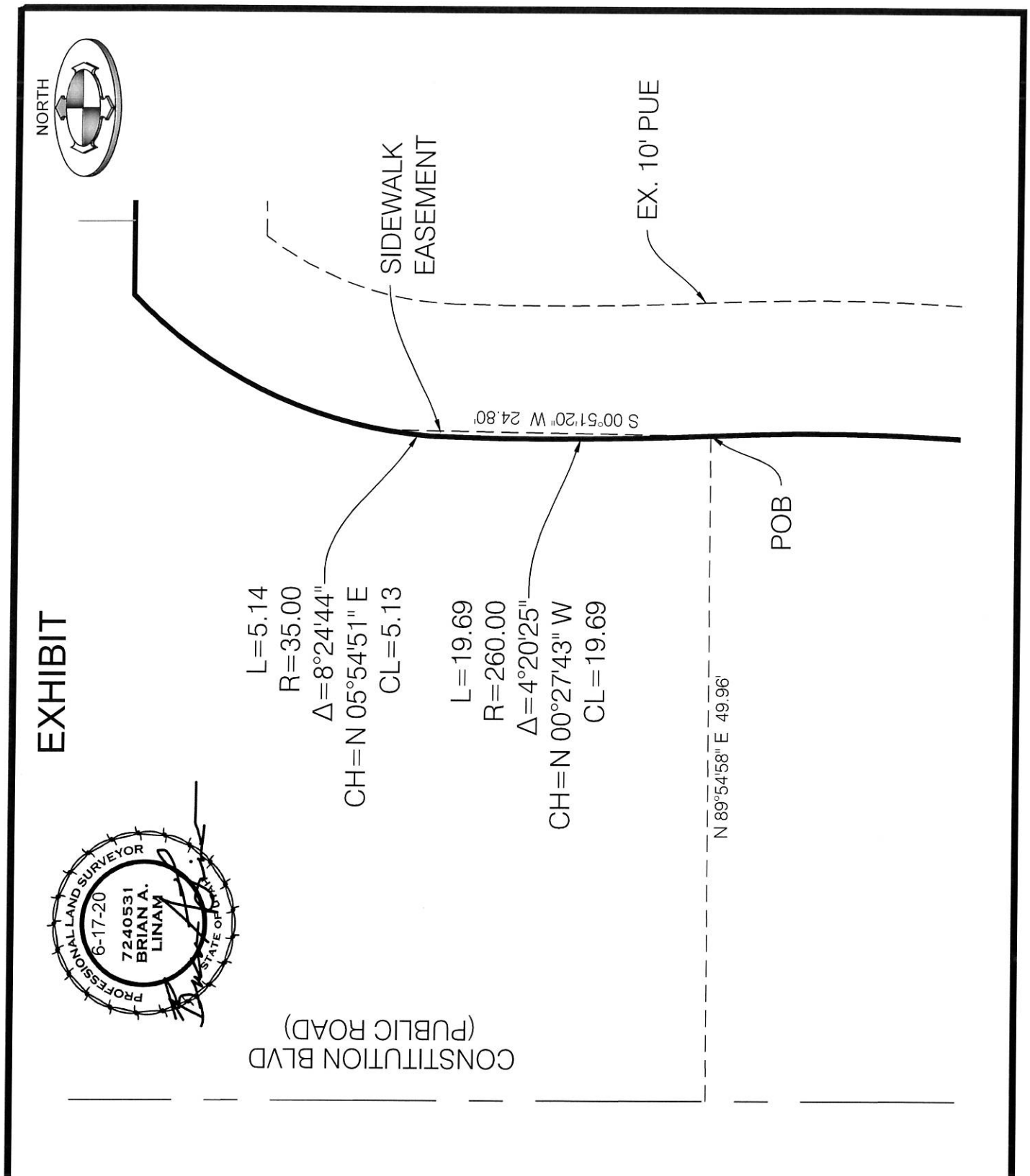
Carlos H. Hernandez, Manager

State of Utah)
:ss
County of Salt Lake)

On this 23rd day of July, 2020, personally appeared before me **Carlos H. Hernandez**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Manager** of **CAH PROPERTIES, LLC,** a Utah limited liability company, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

Notary

NICOLE LIECHTY
Notary Public State of Utah
My Commission Expires on:
February 9, 2023
Comm. Number: 704294



	SCALE: 1" = 10'		
DRAWN: BAL	6/17/2020	ARTISAN PLACE 2161 S. CONSTITUTION BLVD.	SIDEWALK EXHIBIT
CHECKED: KD	6/17/2020		DWG. NO. 1609189.dwg PROJECT. NO. 1609189
APPROVED: BAL	6/17/2020		

GHID NOTES:

1. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.

2. PROJECT SHALL COMPLY WITH ALL GRANGER-HUNTER IMPROVEMENT DISTRICT SPECIFICATIONS AND REQUIREMENTS.

3. ALL CONSTRUCTION IN THE CULINARY WATERLINE AND SANITARY SEWER LINE PIPE ZONE SHALL COMPLY WITH ALL GRANGER-HUNTER IMPROVEMENT DISTRICT SPECIFICATIONS AND REQUIREMENTS.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL GREASE AND SANITARY SEWER LINES BEFORE CONNECTIONS ARE MADE.

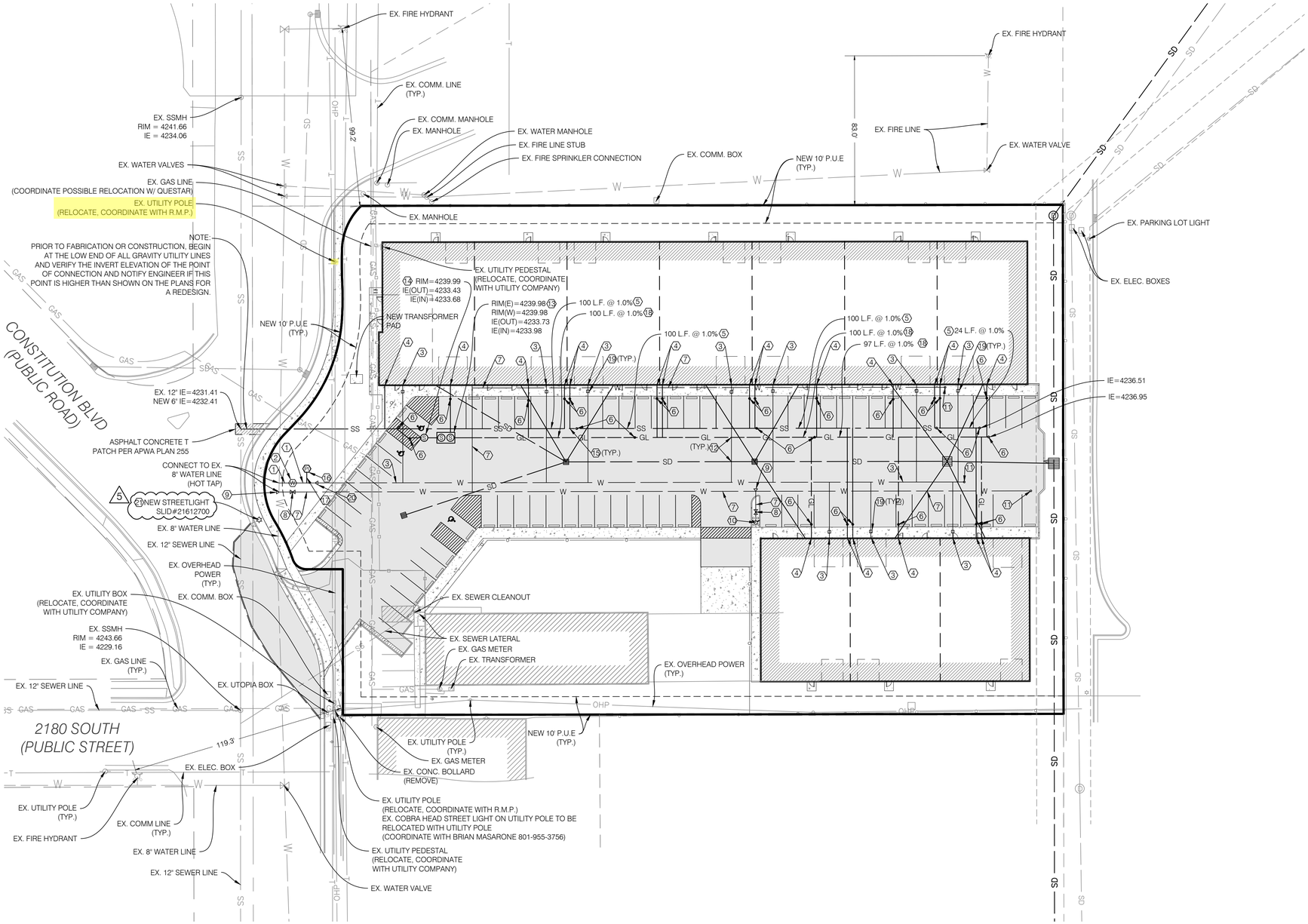
5. A DYE TEST OF THE SANITARY AND GREASE SEWER LINES IS REQUIRED AND SHALL BE CONDUCTED PRIOR TO GRANGER-HUNTER IMPROVEMENT DISTRICT FINAL ACCEPTANCE.

NORTH

GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 inch = 30ft.



CONSTRUCTION KEY NOTES REFERENCE		
NO.	DESCRIPTION	DETAIL
1	1" POLY WATER SERVICE LINE (PRIVATE)	1/CDT.03
2	1" WATER METER & VAULT PER G.H.I.D. STANDARDS	5/CDT.01
3	1.5" POLY WATER SERVICE LINE (PRIVATE)	
4	4" PVC SDR-35 SEWER LATERAL @ 2.0% MIN. PER G.H.I.D. STANDARDS (PRIVATE)	1/CDT.03
5	6" PVC SDR-35 SEWER LATERAL @ 1.0% MIN. PER G.H.I.D. STANDARDS (PRIVATE)	1/CDT.03
6	SEWER CLEAN OUT PER G.H.I.D. STANDARDS	1/CDT.03
7	6" PVC C900 FIRE LINE (PRIVATE)	
8	GATE VALVE PER GHID STDS.	
9	THRUST BLOCK PER GHID STDS.	3/CDT.04
10	FIRE HYDRANT PER GHID STDS.	1/CDT.04
11	BLOWOFF VALVE PER GHID STDS.	2/CDT.04
12	PROVIDE 18" MIN. VERTICAL SEPARATION	
13	GREASE INTERCEPTOR PER GHID STDS.	2/CDT.03
14	SAMPLING MANHOLE PER GHID STDS.	3/CDT.03
15	INSERTA TEE PER GHID STDS.	
16	1" LANDSCAPE METER PER GHID STDS.	
17	1" POLY IRRIGATION LINE PER GHID STDS. (PRIVATE)	
18	6" PVC SDR-35 GREASE LINE PER G.H.I.D. STANDARDS (PRIVATE)	1/CDT.03
19	CURB STOP PER GHID STDS.	
20	1" x 1.5" REDUCER PER GHID STDS.	
21	INDUSTRIAL STANDARD STREET LIGHT PER STD DWG 'WVC LP-07'	2/CDT.05

NOTE:
POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. CONTACT ENGINEER IF ANY CONFLICTS ARE IDENTIFIED.

STREET LIGHTING NOTES:

1. ALL STREET LIGHTING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WEST VALLEY CITY STREET LIGHTING STANDARDS AND THE A.P.W.A. STANDARD PLANS AND SPECIFICATIONS.
2. ELECTRICAL CONTRACTOR SHALL CONTACT WEST VALLEY CITY AT 801-955-3726 PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT POLES AND FIXTURES UPON DELIVERY TO THE JOB SITE AND TO PROTECT THE SAME FROM DAMAGE UNTIL INSTALLATION IS COMPLETE AND LIGHTING SYSTEM IS ACCEPTED BY WEST VALLEY CITY.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE CONSTRUCTION OF LIGHTING SYSTEM WITH ROCKY MOUNTAIN POWER AND WEST VALLEY CITY. CONFIRM FINAL LOCATION OF ROCKY MOUNTAIN POWER TRANSFORMERS OR SECONDARY BOXES BEFORE STARTING CONSTRUCTION.
5. ALL LIGHT POLES, FIXTURES, JUNCTION BOXES, TRANSFORMERS OR SECONDARY BOXES, UNDERGROUND CONDUIT AND WIRING SHALL BE PLACED ONLY WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND/OR DESIGNATED PUBLIC UTILITY EASEMENT. ALL UNDERGROUND WORK SHALL BE COMPLETED AND INSPECTED PRIOR TO CONSTRUCTION OF PERMANENT ROADWAY, SIDEWALK, AND CURB AND GUTTER.
6. ALL ASPECTS OF STREET LIGHTING INSTALLATION SHALL BE INSPECTED BY WEST VALLEY CITY. CALL WEST VALLEY CITY TRANSPORTATION DIVISION AT 801-955-3726 TO SCHEDULE INSPECTIONS AT LEAST 24 HOURS IN ADVANCE. TWO (2) INSPECTIONS WILL BE REQUIRED. ONE (1) POLE AND UNDERGROUND INSTALLATION, AND ONE (1) FINAL INSPECTION AFTER SYSTEM INSTALLATION IS COMPLETED.
7. ANTICIPATE 12 WEEKS FOR DELIVERY OF STREET LIGHT ASSEMBLIES FROM MANUFACTURER.

CALL BEFORE YOU DIG. IT'S FREE & IT'S THE LAW
BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER
1-800-662-4111
www.bluestakes.org
811

No.	DATE	DESCRIPTION
1	05/31/17	REVISED PER GHID COMMENTS
2	06/26/17	REVISED PER MEETING WITH WEST VALLEY CITY
3	07/28/17	REVISED PER CITY COMMENTS
4	08/11/17	REVISED PER GHID COMMENTS
5	08/21/17	REVISED PER CITY COMMENTS

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
1" 0.5 0

DRAWN BY: KWS
CHECKED BY: DKB
FIELD CREW: SURVEY
DATE: 3/21/2017
DWG. FILE: 1609168site

PROFESSIONAL ENGINEER
No. 10360773
M. CHRIS POULSEN
8/21/17
STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
9130 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

ARTISAN PLACE
2161 & 2163 SOUTH CONSTITUTION BLVD
WEST VALLEY CITY, UTAH

PROJECT NO. 1609189

UTILITY PLAN

CUP.01
4 OF 12

Item:
Fiscal Impact: NA
Funding Source: NA

Issue:

Acceptance of a Storm Drain Easement.

Synopsis:

Maria Peck, Charles E. Peck J.R., Daniel J. Peck and Maria Peck, as Guardian for Rachell Peck have signed a Storm Drain Easement for the Tecumseh Storm Drain Project.

Background:

The Public Works Department has prepared plans for a storm drain project to address flooding problems on Tecumseh Street and Pavant Avenue. The plans include the extension of the storm drain through the Peck Property to connect into the existing storm drain in 4800 West.

This parcel located at 3684 South 4800 West thus will be affected by the construction of the Tecumseh Storm Drain Project.

In 2007 the Pecks had received approval for the Butters Park Subdivision which was never built. The proposed city drainage pipe will follow the alignment of the storm drain proposed for the previously approved subdivision. As such, the Storm Drain Easement has been granted to West Valley City without additional compensation.

Recommendation:

Accept and record Storm Drain 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 ACCEPT A STORM DRAIN EASEMENT FROM MARIA, CHARLES, DANIEL, AND RACHELL PECK FOR PROPERTY LOCATED AT APPROXIMATELY 3684 SOUTH 4800 WEST.

WHEREAS, Maria, Charles, Daniel, and Rachell Peck (herein and collectively "Owner") has executed a Storm Drain Easement (the "Easement") for property located at 3684 South 4800 West; and

WHEREAS, the Easement conveyed by Owner is necessary and desirable for the construction of a storm drain 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 accept the Easement;

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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 I.D. #**14-36-279-043**

STORM DRAIN EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, MARIA PECK AND CHARLES E. PECK J.R. AND DANIEL J. PECK AND MARIA PECK AS GUARDIAN FOR RACHEL PECK, as Joint Tenants, GRANTORS, hereby grant to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, GRANTEE for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for the installation, operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of storm drain piping and related facilities, on, over, under, and across real property located in Salt Lake County, State of Utah, said easement being more particularly described as follows:

> A Storm Drain Easement located in the Northeast Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said easement being more particularly described as follows:
>
> Beginning at a point on the north boundary of Westward Terrace No. 2 Subdivision, according to the official plat thereof as recorded in Book Z Page 77 in the office of the Salt Lake County Recorder, said point being South 00°03'39" East 1,881.10 feet along the section and West 253.60 feet from the Salt Lake County monument marking the Northeast Corner of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian (basis of bearing being South 00°03'39" East from the Salt Lake County monument marking the Northeast Corner of said Section 36 to the Salt Lake County monument marking the East Quarter Corner of said section); thence West 16.50 feet along said north boundary of said Westward Terrace No. 2; thence North 28°17'53" East 116.64 feet; thence East 215.20 feet to the east line of said Section 36; thence South 00°03'39" East 15.00 feet along the section line; thence West 206.26 feet; thence South 28°17'53" West 99.61 feet to the Point of Beginning. Encompassing 4,782 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.

WITNESSED the hand of said GRANTOR this 3 day of August, 2020.

GRANTOR

Maria Peck.
MARIA PECK

NOTARY PUBLIC
TERRELL PICKETT
COMM. # 704064
COMMISSION EXPIRES
JANUARY 15, 2023
STATE OF UTAH

State of UTAH)
:ss
County of SALT LAKE)

On this 3 day of August, 2020, personally appeared before me **MARIA PECK**, 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 to me that she executed the same.

Notary Public

WITNESSED the hand of said GRANTOR this 3 day of Aug, 2020.

GRANTOR

CHARLES E. PECK J.R.

NOTARY PUBLIC
TERRELL PICKETT
COMM. # 704064
COMMISSION EXPIRES
JANUARY 15, 2023
STATE OF UTAH

State of UTAH)
:ss
County of SALT LAKE)

On this 3 day of August, 2020, personally appeared before me **CHARLES E. PECK J.R.**, 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 to me that he executed the same.

Notary Public

WITNESSED the hand of said GRANTOR this 3 day of August, 2020.

GRANTOR

Dan Peck

DANIEL J. PECK

NOTARY PUBLIC
TERRELL PICKETT
COMM. # 704064
COMMISSION EXPIRES
JANUARY 15, 2023
STATE OF UTAH

State of Utah)
:ss
County of Salt Lake)

On this 3 day of August, 2020, personally appeared before me **DANIEL J. PECK**, 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 to me that he executed the same.

Notary Public

WITNESSED the hand of said GRANTOR this 3 day of August, 2020.

GRANTOR

Maria Peck for Rachel Peck.

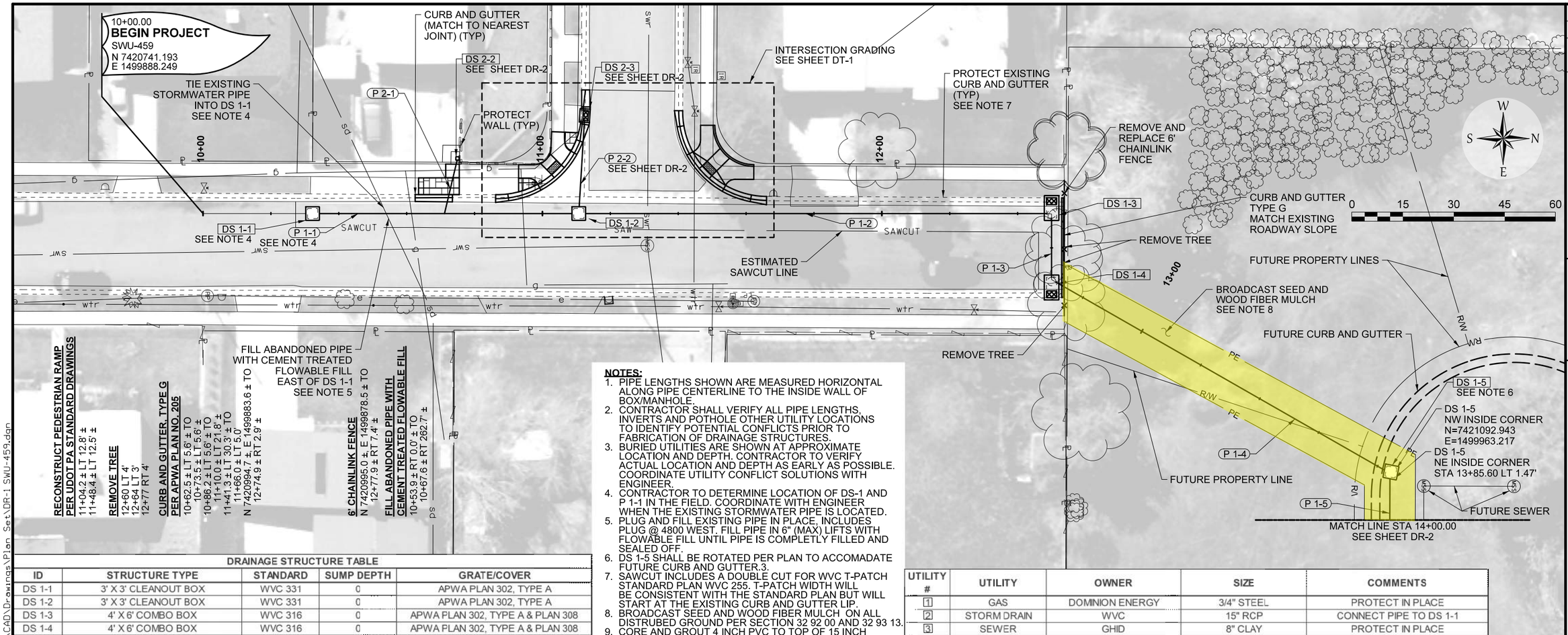
MARIA PECK, AS GUARDIAN FOR RACHEL PECK

NOTARY PUBLIC
TERRELL PICKETT
COMM. # 704064
COMMISSION EXPIRES
JANUARY 15, 2023
STATE OF UTAH

State of UTAH)
:ss
County of Salt Lake)

On this 3 day of August, 2020, personally appeared before me **MARIA PECK, AS GUARDIAN FOR RACHEL PECK**, 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 to me that she executed the same.

Notary Public



RECONSTRUCT PEDESTRIAN RAMP PER UDOT PA STANDARD DRAWINGS
11+04.2 ± LT 12.8' ±
11+48.4 ± LT 12.5' ±

REMOVE TREE
12+60 LT 4'
12+64 LT 3'
12+77 RT 4'

CURB AND GUTTER, TYPE G PER APWA PLAN NO. 205
10+62.5 ± LT 5.6' ± TO
10+73.5 ± LT 5.6' ±
10+86.2 ± LT 5.6' ± TO
11+10.0 ± LT 21.8' ±
11+41.3 ± LT 30.3' ± TO
11+66.0 ± LT 5.0'
N 7420994.7 ±, E 1499883.6 ± TO
12+74.9 ± RT 2.9' ±

6' CHAINLINK FENCE
N 7420995.0 ± E 1499878.5 ± TO
12+77.9 ± RT 7.4' ±

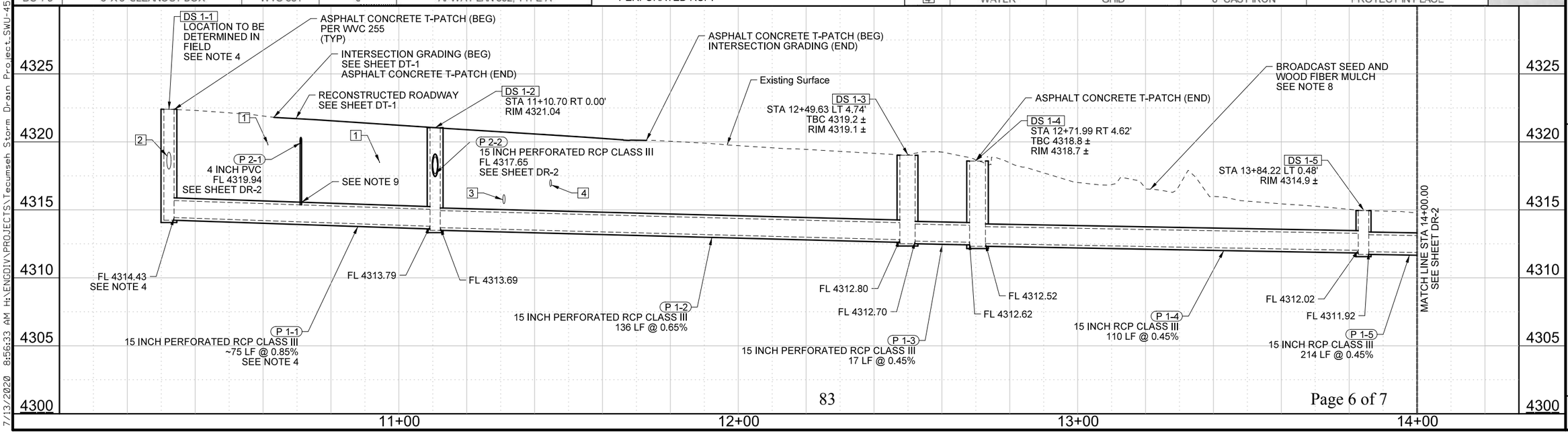
FILL ABANDONED PIPE WITH CEMENT TREATED FLOWABLE FILL
10+53.9 ± RT 0.0' ± TO
10+67.6 ± RT 262.7' ±

DRAINAGE STRUCTURE TABLE

ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 1-1	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A
DS 1-2	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A
DS 1-3	4' X 6' COMBO BOX	WVC 316	0	APWA PLAN 302, TYPE A & PLAN 308
DS 1-4	4' X 6' COMBO BOX	WVC 316	0	APWA PLAN 302, TYPE A & PLAN 308
DS 1-5	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A

NOTES:
1. PIPE LENGTHS SHOWN ARE MEASURED HORIZONTAL ALONG PIPE CENTERLINE TO THE INSIDE WALL OF BOX/MANHOLE.
2. CONTRACTOR SHALL VERIFY ALL PIPE LENGTHS, INVERTS AND POTHOLE OTHER UTILITY LOCATIONS TO IDENTIFY POTENTIAL CONFLICTS PRIOR TO FABRICATION OF DRAINAGE STRUCTURES.
3. BURIED UTILITIES ARE SHOWN AT APPROXIMATE LOCATION AND DEPTH. CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH AS EARLY AS POSSIBLE. COORDINATE UTILITY CONFLICT SOLUTIONS WITH ENGINEER.
4. CONTRACTOR TO DETERMINE LOCATION OF DS-1 AND P 1-1 IN THE FIELD. COORDINATE WITH ENGINEER WHEN THE EXISTING STORMWATER PIPE IS LOCATED.
5. PLUG AND FILL EXISTING PIPE IN PLACE, INCLUDES PLUG @ 4800 WEST. FILL PIPE IN 6" (MAX) LIFTS WITH FLOWABLE FILL UNTIL PIPE IS COMPLETLY FILLED AND SEALED OFF.
6. DS 1-5 SHALL BE ROTATED PER PLAN TO ACCOMADATE FUTURE CURB AND GUTTER.3.
7. SAWCUT INCLUDES A DOUBLE CUT FOR WVC T-PATCH STANDARD PLAN WVC 255. T-PATCH WIDTH WILL BE CONSISTENT WITH THE STANDARD PLAN BUT WILL START AT THE EXISTING CURB AND GUTTER LIP.
8. BROADCAST SEED AND WOOD FIBER MULCH ON ALL DISTRUBED GROUND PER SECTION 32 92 00 AND 32 93 13.
9. CORE AND GROUT 4 INCH PVC TO TOP OF 15 INCH PERFORATED RCP.

UTILITY #	UTILITY	OWNER	SIZE	COMMENTS
1	GAS	DOMINION ENERGY	3/4" STEEL	PROTECT IN PLACE
2	STORM DRAIN	WVC	15" RCP	CONNECT PIPE TO DS 1-1
3	SEWER	GHID	8" CLAY	PROTECT IN PLACE
4	WATER	GHID	6" CAST IRON	PROTECT IN PLACE



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

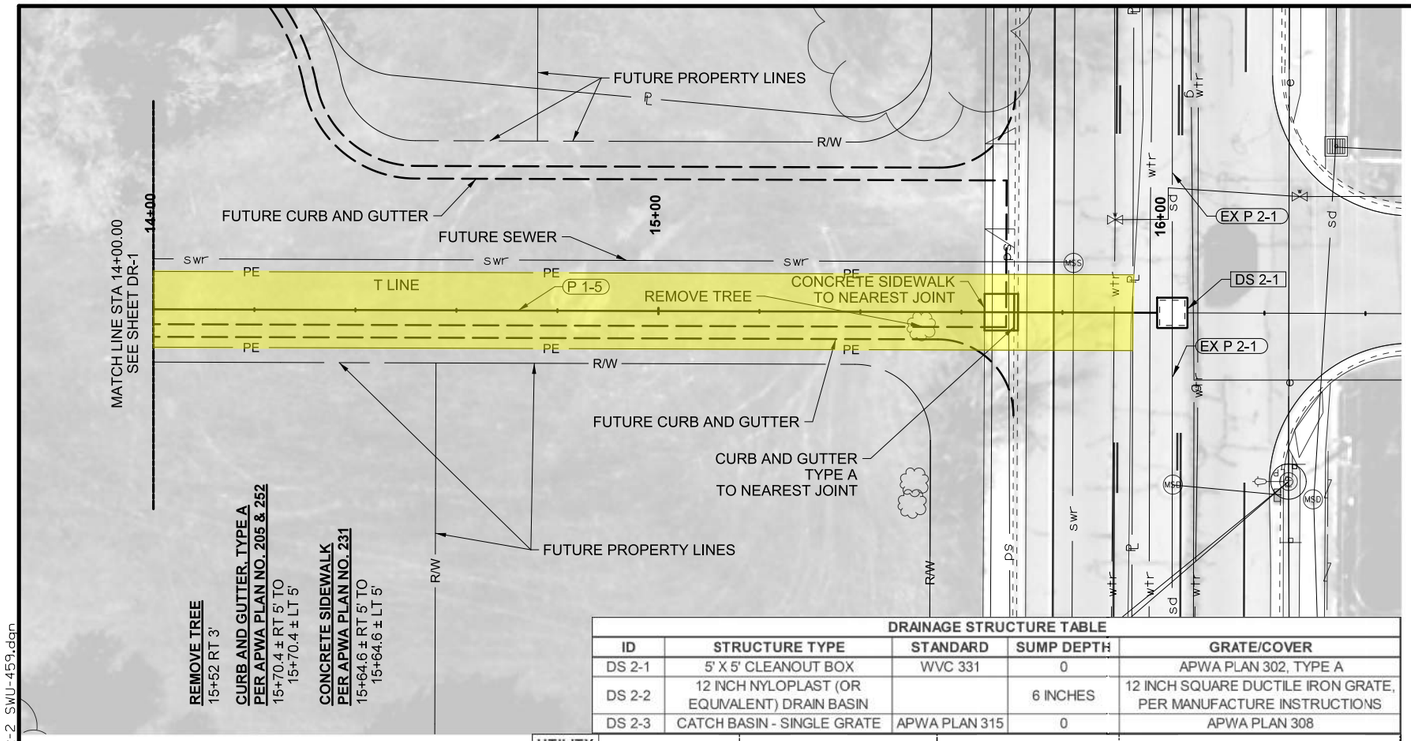
PROFESSIONAL ENGINEER DATE

DESIGN

TECUMSEH STORM DRAIN PROJECT
TECUMSEH STREET TO 4800 WEST
DRAINAGE PLAN AND PROFILE
PROJECT NUMBER WVC ENG SWU-459

SHEET NO. DR-1

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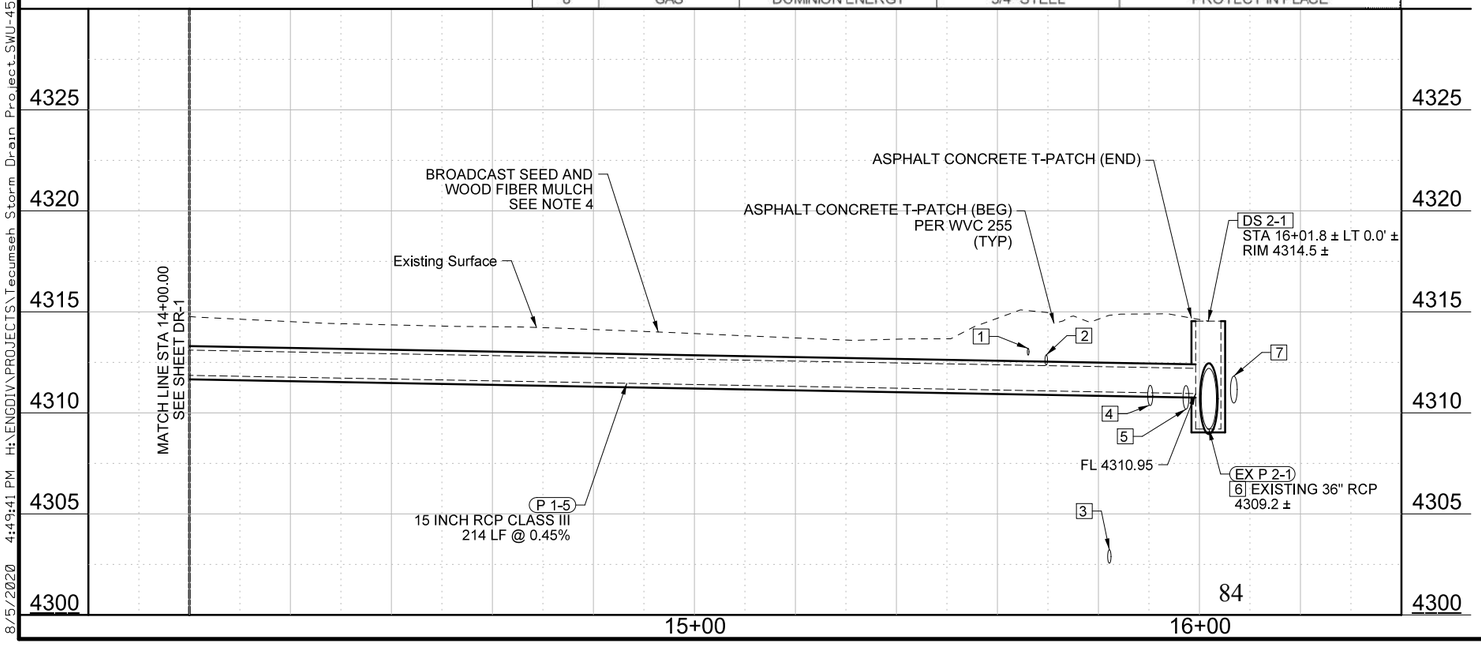


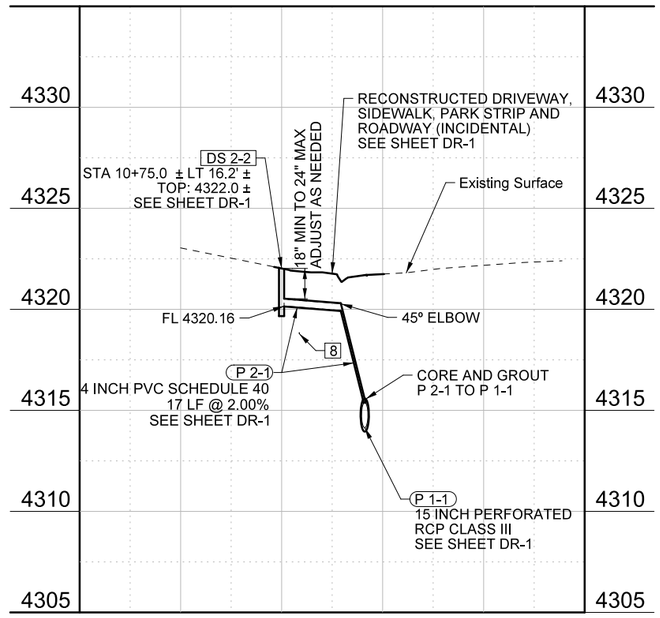
DRAINAGE STRUCTURE TABLE				
ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 2-1	5' X 5' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A
DS 2-2	12 INCH NYLOPLAST (OR EQUIVALENT) DRAIN BASIN		6 INCHES	12 INCH SQUARE DUCTILE IRON GRATE, PER MANUFACTURE INSTRUCTIONS
DS 2-3	CATCH BASIN - SINGLE GRATE	APWA PLAN 315	0	APWA PLAN 308

NOTES:

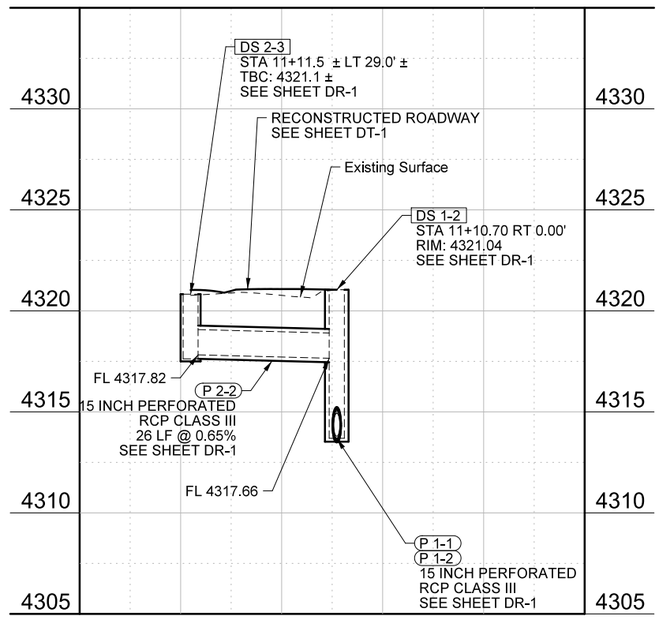
1. PIPE LENGTHS SHOWN ARE MEASURED HORIZONTAL ALONG PIPE CENTERLINE TO THE INSIDE WALL OF BOX/MANHOLE.
2. CONTRACTOR SHALL VERIFY ALL PIPE LENGTHS, INVERTS AND POTHOLE OTHER UTILITY LOCATIONS TO IDENTIFY POTENTIAL CONFLICTS PRIOR TO FABRICATION OF DRAINAGE STRUCTURES.
3. BURIED UTILITIES ARE SHOWN AT APPROXIMATE LOCATION AND DEPTH. CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH AS EARLY AS POSSIBLE. COORDINATE UTILITY CONFLICT SOLUTIONS WITH ENGINEER.
4. BROADCAST SEED AND WOOD FIBER MULCH ON ALL DISTRUBED GROUND PER SECTION 32 92 00 AND 32 93 13.

UTILITY #	UTILITY	OWNER	SIZE	COMMENTS
1	TELEPHONE	CENTURYLINK		PROTECT IN PLACE
2	IRRIGATION	PRIVATE	6" PVC	IF INTERCEPTED, CAP IN PLACE AND AT CATCH BASINS LOCATED TO THE NORTH AND SOUTH.
3	SEWER	GHID	8" CLAY	PROTECT IN PLACE
4	WATER	GHID	12" CAST IRON	LOOP AS NECESSARY
5	WATER	GHID	14" ASPHALT CONCRETE	LOOP AS NECESSARY
6	STORM DRAIN	WVC	36" RCP	CONNECT TO DS 2-1
7	WATER	GHID	16" STEEL	PROTECT IN PLACE
8	GAS	DOMINION ENERGY	3/4" STEEL	PROTECT IN PLACE





P 2-1



P 2-2

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

TECUMSEH STORM DRAIN PROJECT
TECUMSEH STREET TO 4800 WEST
DRAINAGE PLAN AND PROFILE

PROJECT NUMBER WVC ENG SWU-459

SHEET NO. DR-2

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Item:_____
Fiscal Impact: NA
Funding Source: NA

Issue:

Acceptance of a Grant of Temporary Construction Easement.

Synopsis:

Gregory S. Ballaine has signed a Grant of Temporary Construction Easement for the Tecumseh Storm Drain Project.

Background:

The Public Works Department has prepared plans for a storm drain project to address flooding problems on Tecumseh Street and Pavant Avenue. The plans include construction of a perforated 15 inch reinforced concrete pipe and inlet boxes in Tecumseh Street to collect surface and ground water in Tecumseh Street and Pavant Avenue.

This parcel located at 4851 W. Pavant Avenue will be affected by the construction of the Tecumseh Storm Drain Project.

Mr. Ballaine has a sump pump in the basement of his home which pumps ground water from the basement. The ground water currently flows down the driveway and over the public sidewalk to the curb and gutter. As part of the project, a small inlet box will be constructed behind the sidewalk in the driveway and a pipe will extend from the inlet box to the storm drain pipe in Tecumseh Street. As such, the Grant of Temporary Construction Easement will allow for construction of the box on the Ballaine property.

Recommendation:

Accept and record 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 ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FROM GREGORY BALLAINE FOR PROPERTY LOCATED AT APPROXIMATELY 3684 SOUTH 4800 WEST.

WHEREAS, Maria, Charles, Daniel, and Rachell Peck (herein "Owner") has executed a Temporary Construction Easement (the "Easement") for property located at 3684 South 4800 West; and

WHEREAS, the Easement conveyed by Owner is necessary and desirable for the construction of a storm drain 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 accept the Easement;

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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: **14-36-280-021**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Gregory S. Ballaine**, 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, under, across and through GRANTOR'S land located at **4851 W. Pavant Avenue**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement over a portion of an entire tract of property located in the Northeast Quarter of Section 36, Township 1 South, Range 2 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 38.24 feet from the Southeast corner of Lot 233, Westward Terrace No. 2 Subdivision, according to the official plat thereof as recorded in Book Z at Page 77 in the office of the Salt Lake County Recorder, and running thence West 5.00 feet; thence North 5.00 feet; thence East 5.00 feet to the east line of said Lot 233 and the west right-of-way line of Tecumseh Street; thence South 5.00 feet said east lot line and said west right-of-way line to the Point of Beginning. Encompassing 25 square feet, more or less.

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

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

WITNESSED the hands of said GRANTOR this 10TH day of AUGUST, 2020.

GRANTOR

Gregory S. Ballaine

State of UTAH)
:ss
County of SALT LAKE)

On this 10TH day of AUGUST, 2020, personally appeared before me **Gregory S. Ballaine**, 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. 708428
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

CURB AND GUTTER
(MATCH TO NEAREST
JOINT) (TYP)

TCE

DS 1-6
SEE SHEET DR-2

DS
SE

P 1-6
SEE NOTE 9

PROTECT
WALL (TYP)

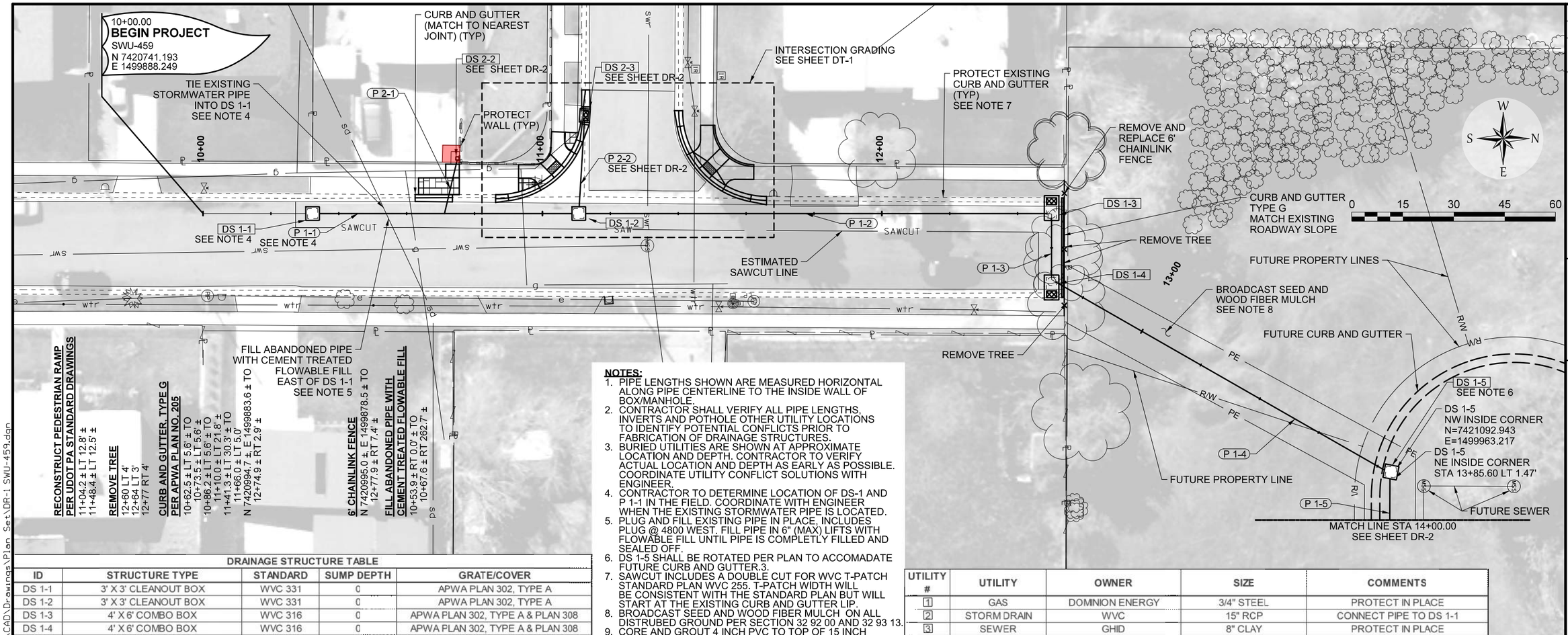
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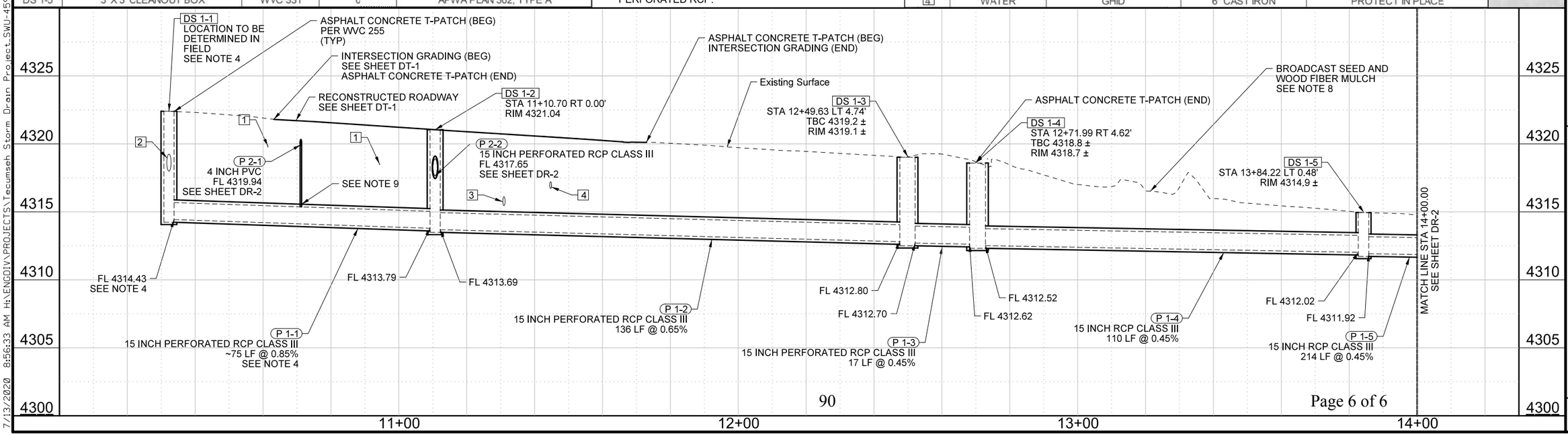
NOTES:

1. PIPE LENGTHS SHOWN ARE MEASURED HORIZONTAL ALONG PIPE CENTERLINE TO THE INSIDE WALL OF BOX/MANHOLE.
2. CONTRACTOR SHALL VERIFY ALL PIPE LENGTHS, INVERTS AND POTHOLE OTHER UTILITY LOCATIONS TO IDENTIFY POTENTIAL CONFLICTS PRIOR TO FABRICATION OF DRAINAGE STRUCTURES.
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5. PLUG AND FILL EXISTING PIPE IN PLACE, INCLUDES PLUG @ 4800 WEST. FILL PIPE IN 6" (MAX) LIFTS WITH FLOWABLE FILL UNTIL PIPE IS COMPLETLY FILLED AND SEALED OFF.
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9. CORE AND GROUT 4 INCH PVC TO TOP OF 15 INCH PERFORATED RCP.

DRAINAGE STRUCTURE TABLE

ID	STRUCTURE TYPE	STANDARD	SUMP DEPTH	GRATE/COVER
DS 1-1	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A
DS 1-2	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A
DS 1-3	4' X 6' COMBO BOX	WVC 316	0	APWA PLAN 302, TYPE A & PLAN 308
DS 1-4	4' X 6' COMBO BOX	WVC 316	0	APWA PLAN 302, TYPE A & PLAN 308
DS 1-5	3' X 3' CLEANOUT BOX	WVC 331	0	APWA PLAN 302, TYPE A

UTILITY #	UTILITY	OWNER	SIZE	COMMENTS
1	GAS	DOMINION ENERGY	3/4" STEEL	PROTECT IN PLACE
2	STORM DRAIN	WVC	15" RCP	CONNECT PIPE TO DS 1-1
3	SEWER	GHID	8" CLAY	PROTECT IN PLACE
4	WATER	GHID	6" CAST IRON	PROTECT IN PLACE



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

TECUMSEH STORM DRAIN PROJECT
TECUMSEH STREET TO 4800 WEST
DRAINAGE PLAN AND PROFILE

PROJECT NUMBER WVC ENG SWU-459

SHEET NO. DR-1

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Item #:	
Fiscal Impact:	$300.00
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:

Robert D. Barman has signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3883 S. Marcus Road (15-33-330-001).

BACKGROUND:

The Robert D. Barman 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 $300.00 was based upon appraisal reports prepared by Integra Realty Resources for other parcels 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 ROBERT BARMAN FOR PROPERTY LOCATED AT 3883 SOUTH MARCUS ROAD.

WHEREAS, Robert Barman (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 3883 South Marcus Road that is affected by the 2020 Asphalt Overlay Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 2020, Robert D. Barman (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 Three Hundred Dollars ($300.00) for the Property and Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property or the Easement. Closing shall occur within sixty days of the execution of this Agreement.

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

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

6. Closing costs shall be paid by the City.

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

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

(signatures follow)

GRANTOR
ROBERT D. BARMAN

State of UTAH)
:ss
County of SALT LAKE)

On this 17th day of AUGUST, 2020, personally appeared before me Robert D. Barman, 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. #**15-33-330-001**

WARRANTY DEED

Robert D. Barman, a single person, 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 **3883 S. Marcus 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, upon 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 parcel of land are more particularly described as follows:
>
> Beginning at the northwest corner of Lot 2, of Rolling Meadows No. 5, according to the official plat thereof as recorded in Book X at Page 83 in the office of the Salt Lake County Recorder, and running thence East 6.07 feet along the north line of said lot; thence South 45°00'00" West 8.59 feet to the west line of said lot; thence North 6.07 feet 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 hand of said GRANTOR this _____ day of _____, 2020.

GRANTOR

_____

Robert D. Barman

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Robert D. Barman,** 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: #**15-33-330-001**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert D. Barman, a single person**, 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 **3883 S. Marcus Road**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being 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 East 6.07 feet from the northwest corner of Lot 2, of Rolling Meadows No. 5, according to the official plat thereof as recorded in Book X at Page 83 in the office of the Salt Lake County Recorder, and running thence East 4.00 feet along the north line of said lot; thence South 45°00'00" West 14.24 feet to the west line of said lot; thence North 4.00 feet along said west line; thence North 45°00'00" East 8.59 feet to the POINT OF BEGINNING. Encompassing 33 square feet, more or less.

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

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

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

GRANTOR

_____

Robert D. Barman

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Robert D. Barman,** 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

Portion of PARCEL I.D. #**15-33-330-001**

WARRANTY DEED

Robert D. Barman, a single person, 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 **3883 S. Marcus 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, upon 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 parcel of land are more particularly described as follows:
>
> Beginning at the northwest corner of Lot 2, of Rolling Meadows No. 5, according to the official plat thereof as recorded in Book X at Page 83 in the office of the Salt Lake County Recorder, and running thence East 6.07 feet along the north line of said lot; thence South 45°00'00" West 8.59 feet to the west line of said lot; thence North 6.07 feet 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 hand of said GRANTOR this 17TH day of August, 2020.

GRANTOR

Robert Barman

Robert D. Barman

State of UTAH)
:ss
County of SALT LAKE)

On this 17TH day of AUGUST, 2020, personally appeared before me **Robert D. Barman,** 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: #**15-33-330-001**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Robert D. Barman, a single person**, 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 **3883 S. Marcus Road**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement, being 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 East 6.07 feet from the northwest corner of Lot 2, of Rolling Meadows No. 5, according to the official plat thereof as recorded in Book X at Page 83 in the office of the Salt Lake County Recorder, and running thence East 4.00 feet along the north line of said lot; thence South 45°00'00" West 14.24 feet to the west line of said lot; thence North 4.00 feet along said west line; thence North 45°00'00" East 8.59 feet to the POINT OF BEGINNING. Encompassing 33 square feet, more or less.

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

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

WITNESSED the hands of said GRANTOR this 17TH day of AUGUST, 2020.

GRANTOR

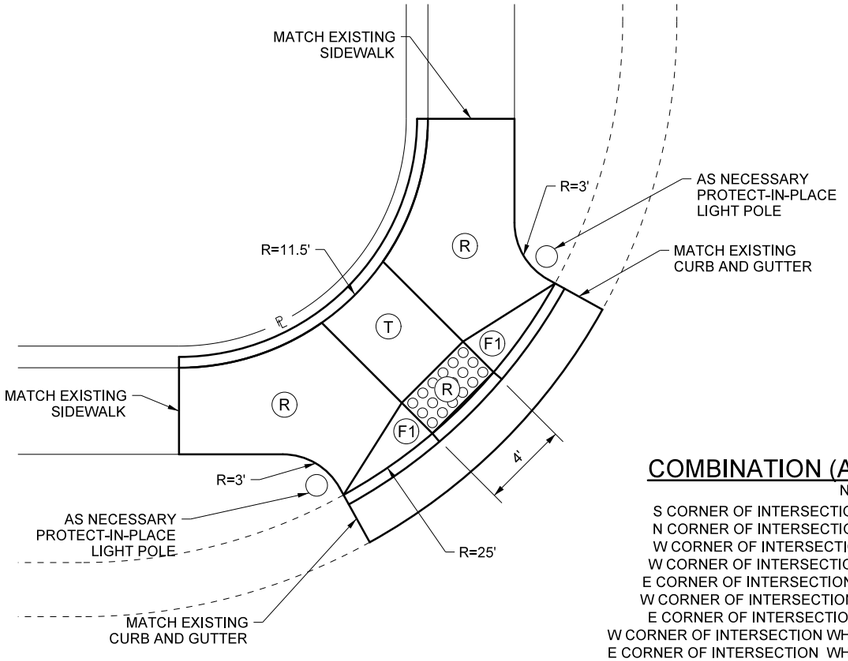
Robert D. Barman

State of UTAH)
:ss
County of SALT LAKE)

On this 17TH day of AUGUST, 2020, personally appeared before me **Robert D. Barman,** 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

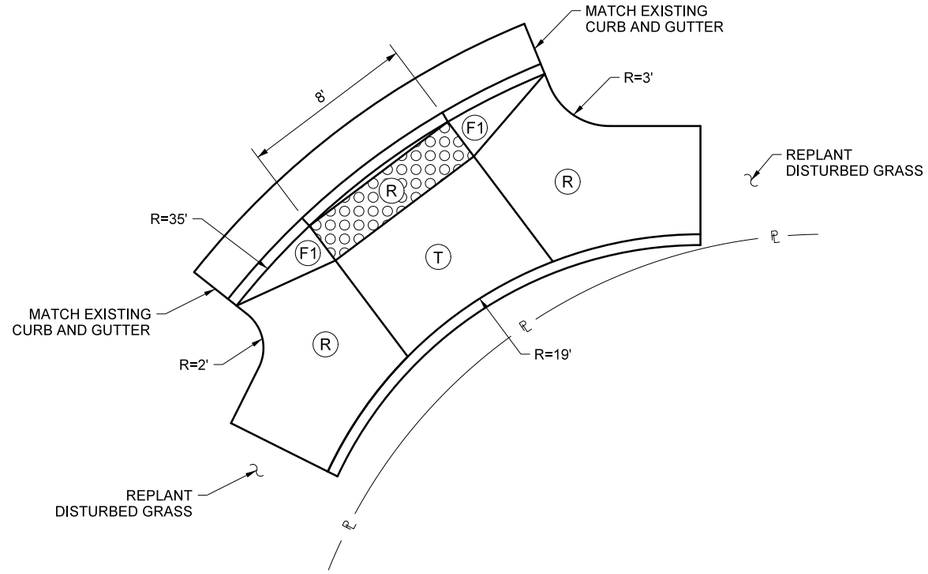
Notary Public



COMBINATION (APEX) RAMP NO. 5

NTS

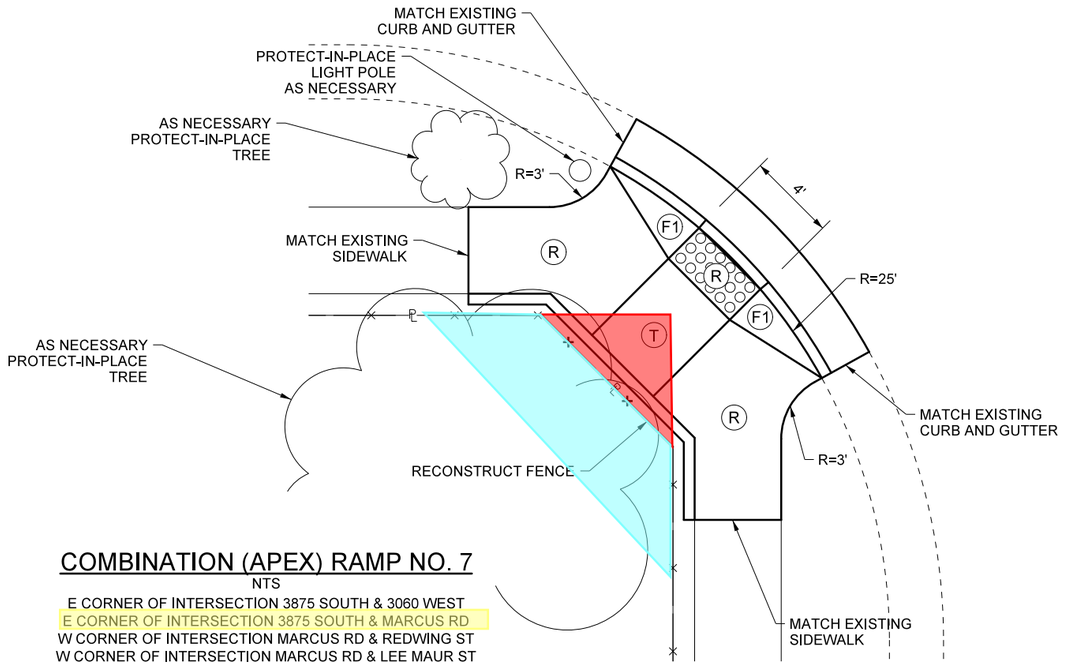
S CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
N CORNER OF INTERSECTION 3875 SOUTH & MARKET ST
W CORNER OF INTERSECTION 3875 SOUTH & 3060 WEST
W CORNER OF INTERSECTION 3875 SOUTH & MARCUS RD
E CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
W CORNER OF INTERSECTION 3875 SOUTH & CAMPFIRE CIR
E CORNER 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

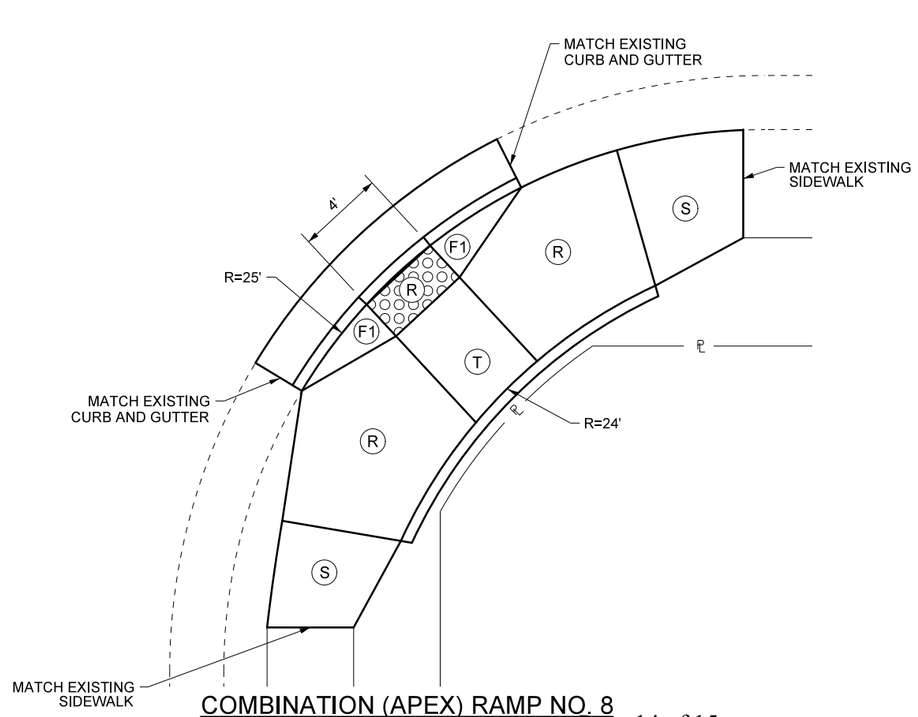
W CORNER OF INTERSECTION LANCER WAY & MARKET ST



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

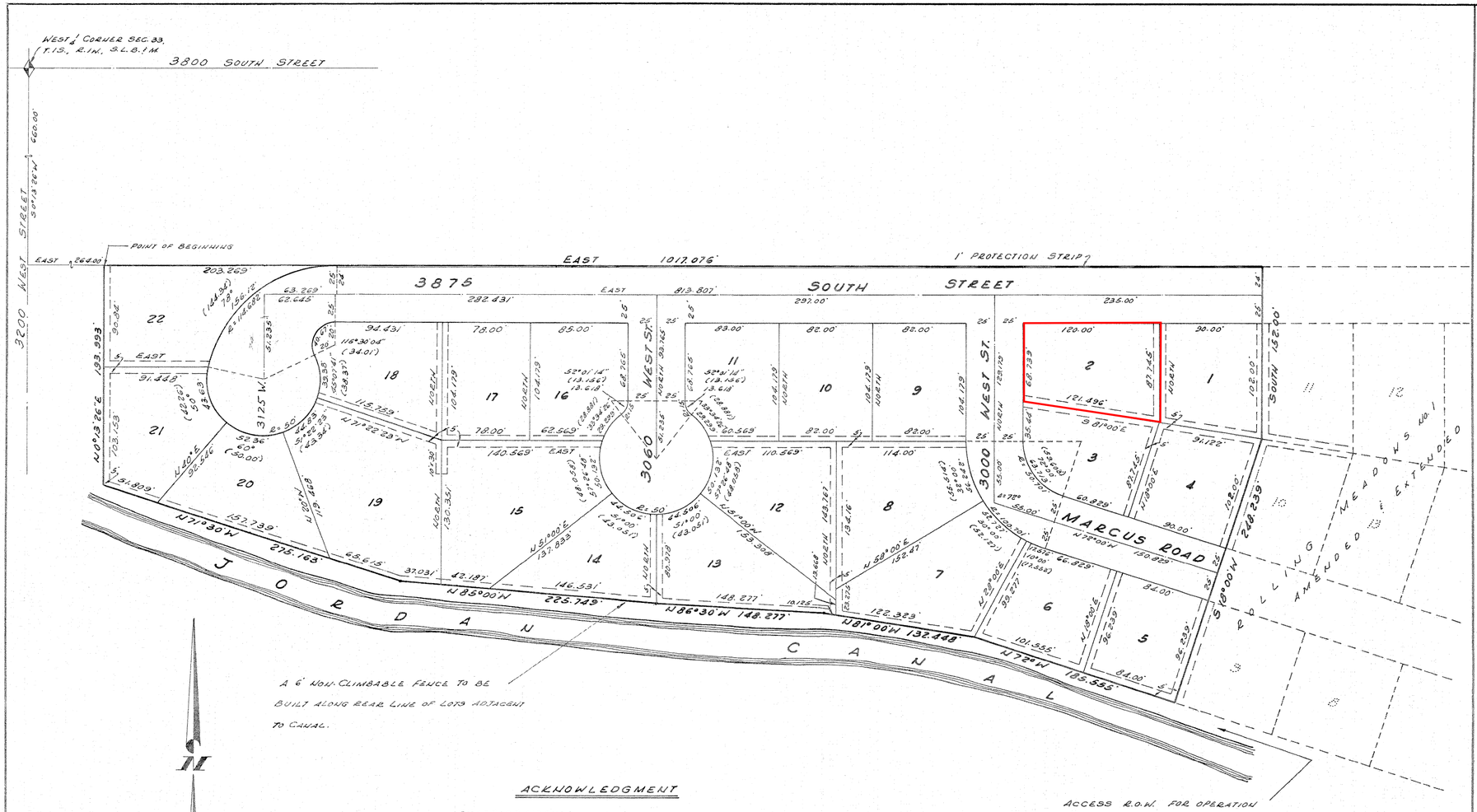
PROFESSIONAL ENGINEER DATE

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



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. 5 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING S0°13'26"W 660.00' AND EAST 264.00' FROM THE WEST¼ CORNER SECTION 33, T.1S., R.1W., S.L.B.&M.; THENCE
EAST	1017.076'	TO THE WEST LINE OF ROLLING MEADOWS NO. 1 AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE COUNTY RECORDER'S OFFICE, SALT LAKE COUNTY, UTAH; THENCE
SOUTH	152.00'	ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 11, SAID ROLLING MEADOWS NO. 1 AMENDED AND EXTENDED; THENCE
S18°00'W	248.239'	; THENCE
N72°00'W	185.535'	; THENCE
N81°00'W	132.448'	; THENCE
N86°30'W	148.277'	; THENCE
N85°00'W	225.749'	; THENCE
N71°30'W	275.163'	; THENCE
N0°13'26"E	193.993'	TO THE POINT OF BEGINNING.

MAY 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 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. 5

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

In witness whereof WE have hereunto set OUR HANDS this 7TH day of JUNE A.D., 1961

AWARD HOMES, INC.

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

Evelyn Odell Bennion
Thelma B. Bennion

ACKNOWLEDGMENT

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

On the 7th day of JUNE 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(2) 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: JUNE 24, 1964

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

ACKNOWLEDGMENT

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

ON THIS 7TH DAY OF JUNE 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, JR., 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: JUNE 24, 1964

H. D. Cassity
NOTARY PUBLIC, RESIDING IN SALT LAKE COUNTY

ROLLING MEADOWS No. 5

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

SALT LAKE CO. BOARD OF HEALTH APPROVAL

APPROVED THIS 27 DAY OF NOV A.D., 19 61

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

COUNTY PLANNING COMMISSION APPROVAL

APPROVED THIS 11TH DAY OF JULY A.D., 19 61, 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.

Nov. 23 1961
DATE

Roscoe Bodrero
SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 10th DAY OF January A.D., 19 62

Ronald E. Nielsen
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION APPROVAL & ACCEPTANCE

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 10th DAY OF January A.D., 19 62 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: H. G. Washington
SALT LAKE COUNTY CLERK

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

RECORDED #182615

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF Award Homes, Inc.

DATE Jan. 11, 1962 TIME 12:15 P.M. BOOK X PAGE 83

16.20 FEE $

NELLIE M. JACK, Recorder Salt Lake County, Utah

George Fudjikawa SALT LAKE COUNTY RECORDER

99715

"SALT LAKE BLUE" IMPERIAL

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

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:

Monte K. Keele and W. Scott Keele and Doris Keele Anderson, all as joint tenants, have signed a Right-of-way Purchase Agreement, Warranty Deed and a Grant of Temporary Construction Easement for property located at 3843 S. Market Street (15-33-332-001).

BACKGROUND:

The Monte K. Keele and W. Scott Keele and Doris Keele Anderson 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 neighboring properties.

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 MONTE KEELE, W. SCOTT KEELE, AND DORIS KEELE ANDERSON FOR PROPERTY LOCATED AT 3843 SOUTH MARKET STREET.

WHEREAS, Monte Keele, W. Scott Keele, and Doris Keele Anderson (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 3843 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, Monte K. Keele, W. Scott Keele, and Doris Keele Anderson (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
MONTE K. KEELE

_____

State of UTAH)
:ss
County of SALT LAKE)

On this 29TH day of June, 2020, personally appeared before me Monte K. Keele, 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

GRANTOR
W. SCOTT KEELE

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me W. Scott Keele, 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

GRANTOR
MONTE K. KEELE

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me Monte K. Keele, 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

GRANTOR
W. SCOTT KEELE

W. Scott Keele

State of Utah)
:ss
County of Wasatch)

On this 8th day of July, 2020, personally appeared before me W. Scott Keele, 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.

LORRIE J. HOGGAN
Notary Public, State of Utah
Commission # 700445
My Commission Expires On
May 16, 2022

Lorrie J. Hoggan
Notary Public

GRANTOR
DORIS KEELE ANDERSON

Doris Keele Anderson

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JULY, 2020, personally appeared before me Doris Keele Anderson, 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
WARRANTY DEED

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-332-001**

WARRANTY DEED

Monte K. Keele and W. Scott Keele and Doris Keele Anderson, all 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 **3843 South Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning 30 feet South of the northwest corner of Lot 42, 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 11.00 feet along the south line of 3835 South Street; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears South 45°00'00" West 15.56 feet; thence North 11.00 feet along the west line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

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

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

GRANTOR

_____

Monte K. Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Monte K. Keele**, 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

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

GRANTOR

_____
W. Scott Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **W. Scott Keele**, 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

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

GRANTOR

_____

Doris Keele Anderson

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Doris Keele Anderson,** 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: #**15-33-332-001**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Monte K. Keele and W. Scott Keele and Doris Keele Anderson, all 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 **3843 South Market Street**, for construction and replacement of improvements, said easement being described as follows:

> A Temporary Construction Easement upon 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 30.00 feet South and 11.00 feet East from the northwest corner of Lot 42, 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 south line of 3835 South Street; thence South 45°00'00" West 16.97 feet to the west line of said lot; thence North 1.00 foot; thence 17.28 feet along a curve to the right having a radius of 11.00 feet, chord bears North 45°00'00" East of 15.56 feet to the POINT OF BEGINNING. Encompassing 46 Square Feet more or less.

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

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

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

GRANTOR

_____
Monte K. Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Monte K. Keele**, 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

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

GRANTOR

_____
W. Scott Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **W. Scott Keele**, 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

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

GRANTOR

_____

Doris Keele Anderson

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Doris Keele Anderson,** 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. #**15-33-332-001**

WARRANTY DEED

Monte K. Keele and W. Scott Keele and Doris Keele Anderson, all 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 **3843 South Market Street**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning 30 feet South of the northwest corner of Lot 42, 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 11.00 feet along the south line of 3835 South Street; thence 17.28 feet along a curve to the left having a radius of 11.00 feet, chord bears South 45°00'00" West 15.56 feet; thence North 11.00 feet along the west line of said lot to the POINT OF BEGINNING. Containing 26 square feet, more or less.

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

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

GRANTOR

Monte K. Keele

Monte K. Keele

State of UTAH)
:ss
County of SALT LAKE)

On this 29TH day of JUNE, 2020, personally appeared before me **Monte K. Keele**, 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

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

GRANTOR

_____
W. Scott Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **W. Scott Keele**, 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

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Monte K. Keele**, 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

WITNESSED the hand of said GRANTOR this 8th day of July, 2020.

GRANTOR

W. Scott Keele

W. Scott Keele

State of Utah)
:ss
County of Wasatch)

On this 8th day of July, 2020, personally appeared before me **W. Scott Keele**, 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.

LORRIE J. HOGGAN
Notary Public, State of Utah
Commission # 700445
My Commission Expires On
May 16, 2022

Lorrie J Hoggan
Notary Public

WITNESSED the hand of said GRANTOR this 1ST day of JULY, 2020.

GRANTOR

Doris Keele Anderson -
Doris Keele Anderson

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JULY, 2020, personally appeared before me **Doris Keele Anderson,** 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

Steven J. Dale
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: #**15-33-332-001**

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Monte K. Keele and W. Scott Keele and Doris Keele Anderson, all 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 **3843 South Market Street**, for construction and replacement of improvements, said easement being described as follows:

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WITNESSED the hand of said GRANTOR this 29TH day of JUNE, 2020.

GRANTOR

Monte K. Keele

Monte K. Keele

State of UTAH)
:ss
County of SALT LAKE)

On this 29TH day of JUNE, 2020, personally appeared before me **Monte K. Keele**, 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. 705428
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

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

GRANTOR

W. Scott Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **W. Scott Keele**, 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

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

GRANTOR

_____
Monte K. Keele

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Monte K. Keele**, 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

WITNESSED the hand of said GRANTOR this 8th day of July, 2020.

GRANTOR

_____
W. Scott Keele

State of Utah)
:ss
County of Wasatch)

On this 8th day of July, 2020, personally appeared before me **W. Scott Keele**, 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.

LORRIE J. HOGGAN
Notary Public, State of Utah
Commission # 700445
My Commission Expires On
May 16, 2022

_____
Notary Public

WITNESSED the hand of said GRANTOR this 1ST day of JULY, 2020.

GRANTOR

Doris Keele Anderson

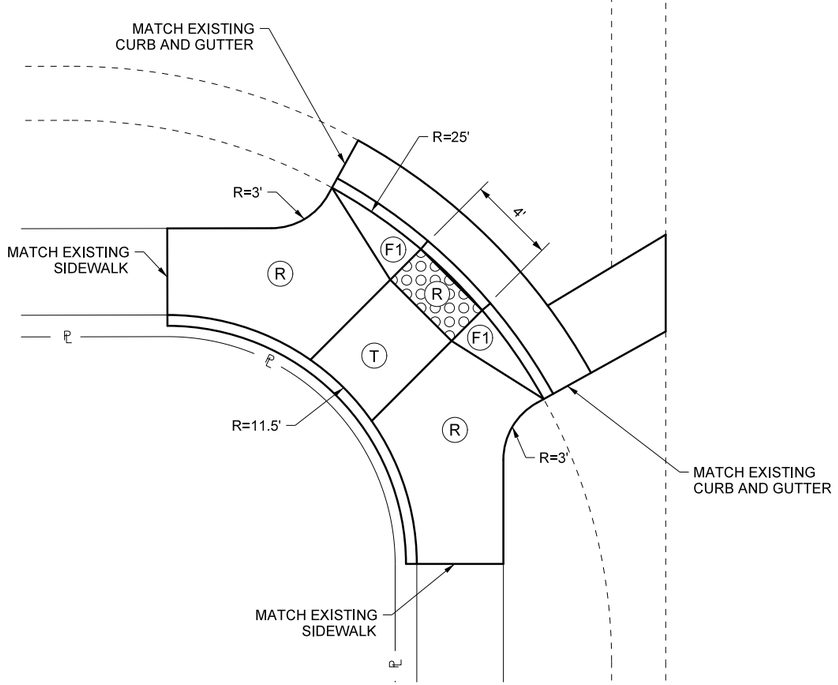
Doris Keele Anderson

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JULY, 2020, personally appeared before me **Doris Keele Anderson,** 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

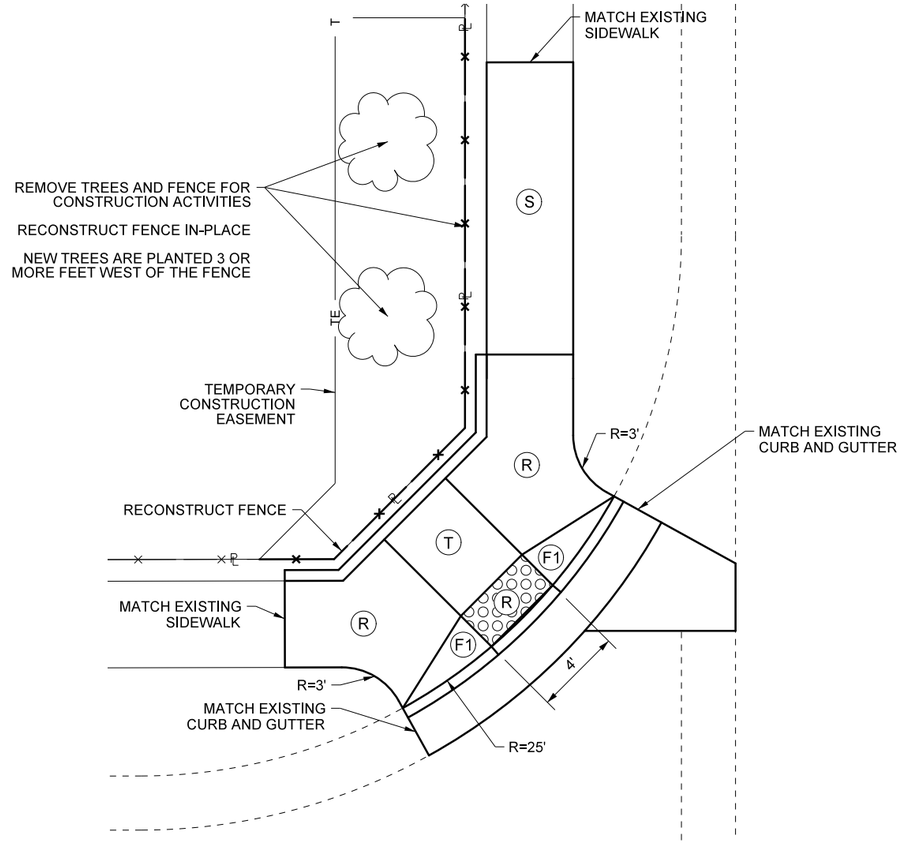
Steven J. Dale
Notary Public



COMBINATION (APEX) RAMP NO. 1

NTS

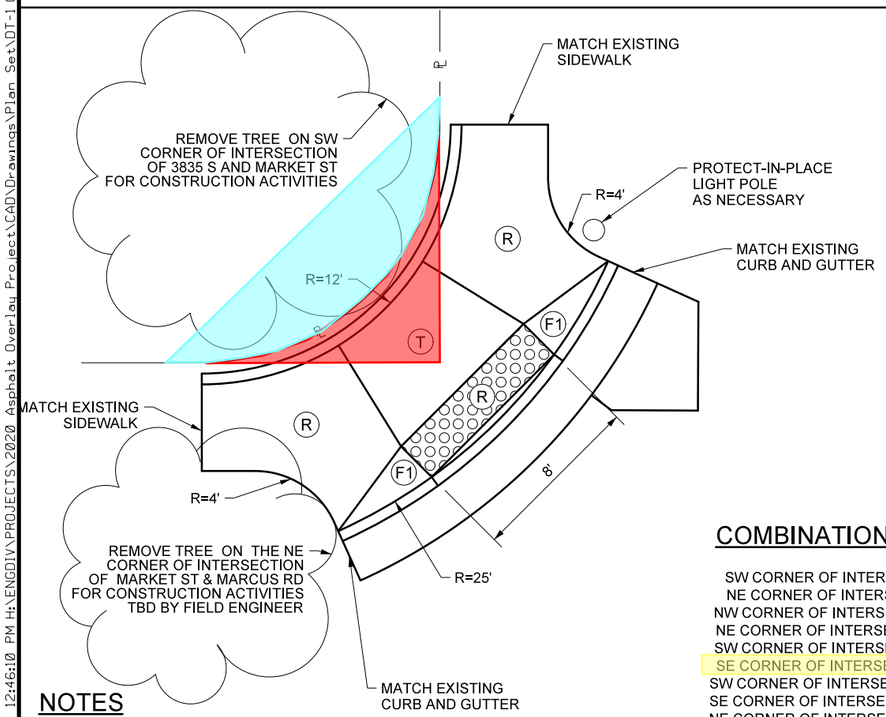
S CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



COMBINATION (APEX) RAMP NO. 2

NTS

N CORNER OF INTERSECTION BEAVER CIRCLE & BEAVER ST



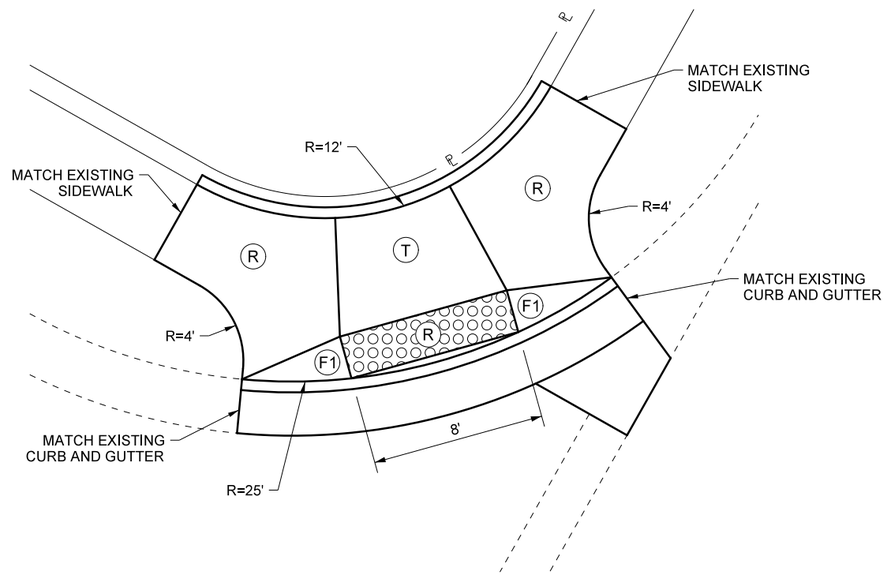
COMBINATION (APEX) RAMP NO. 3

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

NOTES

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



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

DESIGN — PROFESSIONAL ENGINEER — DATE

2020 ASPHALT OVERLAY PROJECT

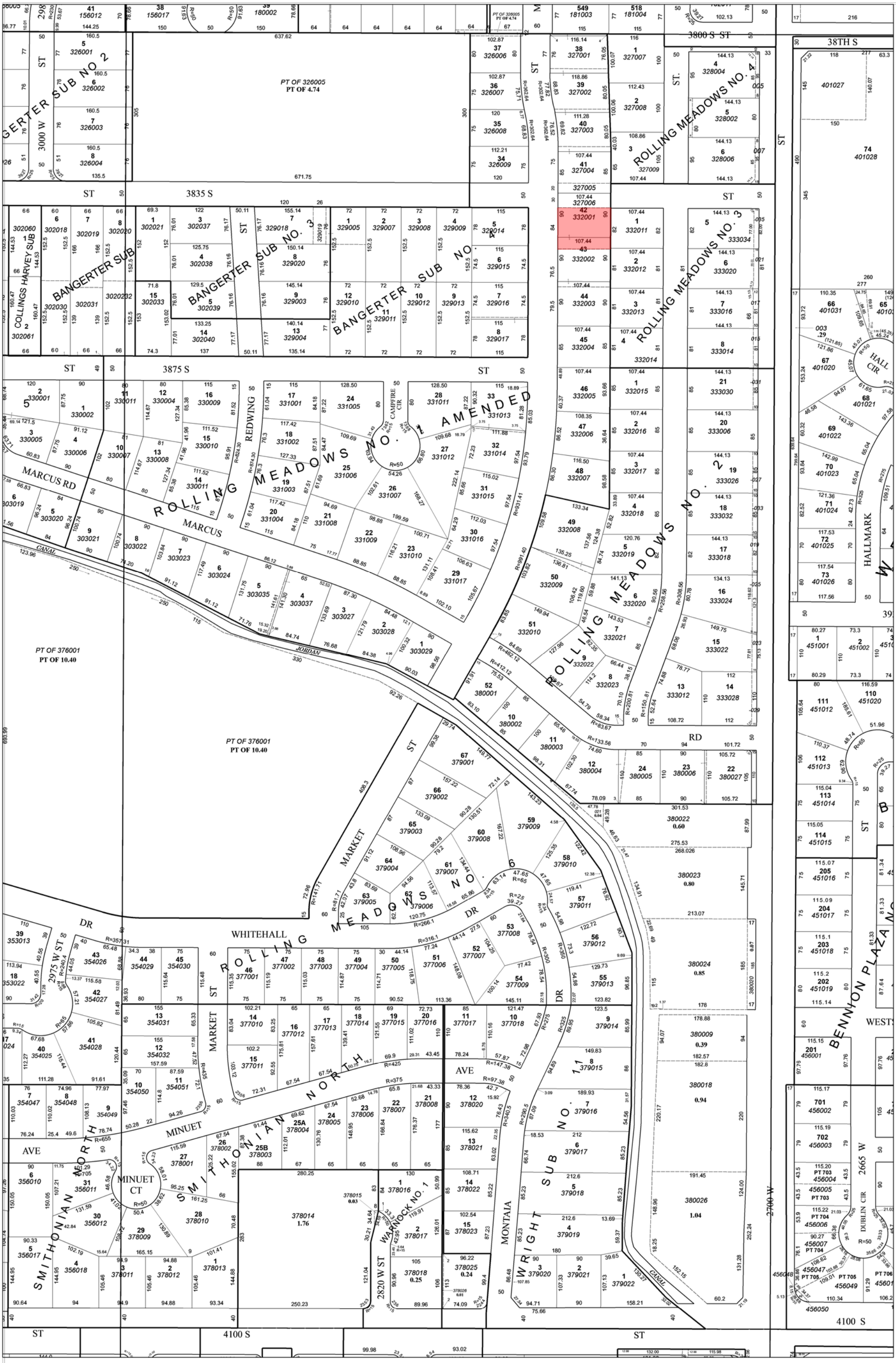
SCHEDULE NO. 1, 2, 4, 8

DETAIL

PROJECT NUMBER WVC ENG CCR-453

SHEET NO. DT-1

1/22/2020 12:46:10 PM H:\ENGDIV\PROJECTS\2020 Asphalt Overlay Project\CADD\Drawings\Plan Set\DT-1 CCR-453.dgn



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary.

Prepared and published by
Salt Lake County Recorder
Rashelle Hobbs
2001 S. State Street #N1-600
Salt Lake City, Utah 84190
385-468-8145
recorder.slco.org

E 1/2 SW 1/4 Sec 33 T1S R1W

SALT LAKE COUNTY, UTAH

5/10/2019

Scale 1"=100'

0 100' 200' Feet

15-33-32

Area | Section | Page

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

ISSUE:

Application: #Z-4-2020
Applicant: Jeffrey and Kristine Naylor
Location: 1078 W Parkway Avenue
Size: 0.8 acres

SYNOPSIS:

A (Agriculture, minimum lot size ½ acre) to BRP (Business/Research Park)

BACKGROUND:

Jeffrey and Kristine Naylor have requested a zone change for a portion of a parcel at 1078 West Parkway Avenue from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). After excluding the east 37', the property proposed for rezoning is 0.8 acre. The subject property is designated as business park in the West Valley City General Plan.

Surrounding zones include A to the south, east and a portion of the north and BRP to the west and the remaining north portion. Surrounding land uses include the applicant's home to the east, the Khadeeja Islamic Center to the south, Metro Business Park buildings to the west and a portion of the north, and a Salt Lake County park for the remaining north portion. The property is currently vacant.

The applicant has submitted a concept plan that shows a 6,000 square foot cabinet assembly plant and warehouse building. Also included is a letter from the applicants. Since the proposed building will include a light industrial use, the City's commercial design standards will apply. Curb, gutter and sidewalk will be required along the property frontage as part of the site plan approval process.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, AICP, Assistant CED Director/Planning Director

Jeffrey Naylor
Kristine Naylor
1058 W. Parkway Ave.
West Valley City, UT 84119
801-706-5810

5/28/2020

To Whom it may concern,

The purpose of this letter is to outline the project for 1078 W. Parkway Ave. As per attached drawing we intend to build a 6000 square foot warehouse. We plan to move our assembly plant into said building. We believe this would be a good use for the property. Right now, it is a vacant lot and not being used. We also own the property next door at 1058 W. Parkway Ave. which currently being used as our primary residence. We also intend to move the 1078 W Parkway Ave. east side boundary 37 feet to the west, making it part of the 1058 w. Parkway Ave. Property. We believe approving this will benefit the value of the business park and bring new revenue to the area.

Thank you for your time and consideration.

Sincerely,

Jeffrey and Kristine Naylor

Jeffrey Naylor
Kristine Naylor
1058 W. Parkway Ave.
West Valley City, UT 84119
801-706-5810

6/11/2020

To Whom it may concern,

The purpose of this letter is to outline our intent to rezone the property at 1078 w. Parkway Ave. We intend to rezone from zoning A to zoning BRP all of the property excluding 37 ft to the East.

Thank you for your time and consideration.

Sincerely,

Jeffrey and Kristine Naylor

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1078 W PARKWAY AVENUE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO BRP (BUSINESS/RESEARCH PARK)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-4-2020, filed by Jeffrey and Kristine Naylor and located at 1078 W Parkway Avenue is hereby reclassified from zone A (Agriculture, minimum lot size ½ acre) to BRP (Business/Research Park), said property being more particularly described as follows:

A portion of parcel #15-23-301-020:
LOTS 3 & 4 BLK 22 CHESTERFIELD PLAT A EXCLUDING THE EAST 37'

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Z-4-2020
Jeffrey and Kristine Naylor
1078 West Parkway Avenue
Zone change from A to BRP
0.8 acres

Jeffrey and Kristine Naylor have requested a zone change for a portion of a parcel at 1078 West Parkway Avenue from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). After excluding the east 37', the property proposed for rezoning is 0.8 acre. The subject property is designated as business park in the West Valley City General Plan.

Surrounding zones include A to the south, east and a portion of the north and BRP to the west and the remaining north portion. Surrounding land uses include the applicant's home to the east, the Khadeeja Islamic Center to the south, Metro Business Park buildings to the west and a portion of the north, and a Salt Lake County park for the remaining north portion. The property is currently vacant.

The applicant has submitted a concept plan that shows a 6,000 square foot cabinet assembly plant and warehouse building. Also included is a letter from the applicants. Since the proposed building will include a light industrial use, the City's commercial design standards will apply. Curb, gutter and sidewalk will be required along the property frontage as part of the site plan approval process.

Staff Alternatives:

- Approval. The application should be approved as it complies with the General Plan.
- Continuance.
- Denial.

Discussion:

Steve Pastorik presented the application. There was a question from the study meeting of what equipment would be at the subject property. Steve stated there would be a chop saw and a table saw used on the subject property.

Commissioner Winters asked if the improvements will connect to the adjacent property. Steve confirmed stating the improvements will butt up to the property on the west side.

Motion: Commissioner McEwen moved to approve Z-4-2020

Commissioner Fuller seconded the motion.

Vote:

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

Unanimous– Z-4-2020– Approved



0 250 500 Feet

Z-4-2020
Jeffrey and Kristine Naylor
1078 W Parkway Avenue

N

Z-4-2020

Petition by **JEFFERY AND KRISTINE NAYLOR** requesting a **zone change** from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). The property is located at 1078 W Parkway Avenue on 0.8 acres. (Staff – **Steve Pastorik** at 801-963-3545)



Z-4-2020

Petition by **JEFFERY AND KRISTINE NAYLOR** requesting a **zone change** from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). The property is located at 1078 W Parkway Avenue on 0.8 acres. (Staff – **Steve Pastorik** at 801-963-3545)



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Z-4-2020

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