



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, October 27, 2020, at 4:30 PM.

Pursuant to Utah Code Ann. § 52-4-207(4), West Valley City has determined that this meeting will be held electronically without an anchor location given the ongoing Novel Coronavirus (COVID-19) pandemic. West Valley City has determined the pandemic presents a substantial risk to the health and safety of those who may be present at an anchor location. 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>.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. October 20, 2020
4. Review Agenda for Regular Meeting of October 27, 2020
 - A. Regular Meeting Agenda
5. Resolutions:
 - A. 20-170: Approve the Execution of an Interlocal Agreement Between West Valley City and Salt Lake County

• 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.

- B. 20-171: Approve an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Transfer of Control of Redwood Trailhead Park and Hillsdale Park
- 6. New Business Scheduled for November 10, 2020
 - A. Consider Application SMI-1-2020, Filed by Yonni Hinojo, Requesting Final Plat Approval for the Hunter Creek Subdivision Located at 3658 South Hawkeye Street
- 7. Consent Agenda Scheduled for November 10, 2020
 - A. Reso. 20-172: Authorize the Abandonment and Release of Two Storm Drain Easements
- 8. Communications:
 - A. Public Works Building Ribbon Cutting Video
 - B. Open Space Requirements Follow-Up (10 min)
 - C. COVID-19 Update (5 min)
 - D. Council Calendar
- 9. New Business:
 - A. Potential Future Agenda Items

A. Council Suggestions

B. Council Reports

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, OCTOBER 20, 2020 AT 4:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY VIA ZOOM.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

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

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Don Groo, Acting Finance Director
Layne Morris, CPD Director
Russ Willardson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Steve Pastorik, CED
Heather Royall, CPD
Kevin Bruder, Maverik Center

APPROVAL OF MINUTES OF STUDY MEETING HELD OCTOBER 13, 2020

The Council considered the Minutes of the Study Meeting held October 13, 2020. There were no changes, corrections or deletions.

Councilmember Buhler moved to approve the Minutes of the Study Meeting held October 13, 2020. Councilmember Fitisemanu seconded the motion.

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-2-

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF OCTOBER 20, 2020

Upon inquiry by Mayor Bigelow, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council scheduled later this night.

AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR OCTOBER 27, 2020

A. PROCLAMATION DECLARING NOVEMBER 1, 2020 AS “EXTRA MILE DAY” IN WEST VALLEY CITY

A Proclamation declaring November 1, 2020 as “Extra Mile Day” in West Valley City will be read at the Regular City Council Meeting scheduled October 27, 2020 at 6:30 PM.

RESOLUTION 20-166: APPROVE A GRANT AGREEMENT WITH THE STATE OF UTAH DEPARTMENT OF HERITAGE AND ARTS

Kevin Bruder, Maverik Center, presented proposed Resolution 20-166 that would approve a Grant Agreement with the State of Utah Department of Heritage and Arts.

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

The Maverik Center digital highway marquee located directly adjacent to Interstate 215, and other building assets provide a prime messaging medium to reach those in and near the West Valley City area, in addition to many that are in the broader Salt Lake County area. As a premier entertainment destination, people are drawn to the content displayed. The grant award funds will be used to display critical messaging on the board, marquee fixed signage, social media and other building assets.

Mayor Bigelow asked if this includes the electronic sign by the freeway. Kevin replied yes and noted that information is being displayed now with guidelines from the State.

The City Council will consider Resolution 20-166 at the Regular Council Meeting scheduled October 27, 2020 at 6:30 P.M.

RESOLUTION 20-167: APPROVE TWO SUBGRANT AGREEMENTS BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY GOVERNING THE DISBURSEMENT AND USE OF HOME INVESTMENT PARTNERSHIP

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-3-

FUNDING

Heather Royall, CPD, presented proposed Resolution 20-167 that would approve two Subgrant Agreements between West Valley City and Salt Lake County governing the disbursement and use of HOME Investment Partnership Funding.

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

As the lead agency in the local HOME consortium, Salt Lake County has notified West Valley City of their annual allocation of HOME funds. West Valley City will administer a Rehabilitation Program and a Down Payment Assistance Program, using these funds. West Valley City will receive ten percent for administrative fees.

I.	Housing Rehabilitation Programs (HCD19115) Total Budget	\$ 165,037.00
	a. Rehabilitations:	\$ 148,234.00
	b. Project delivery costs:	\$ 16,803.00
II.	Down Payment Assistance Program (HCD19116) Total Budget	\$ 33,000.00
	a. Down payments:	\$ 30,000.00
	b. Project delivery costs:	\$ 3,000.00
	Total	\$ 198,037.00

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to , Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in July 2017. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction, home rehabilitation and down payment assistance.

The City Council will consider Resolution 20-167 at the Regular Council Meeting scheduled October 27, 2020 at 6:30 P.M.

RESOLUTION 20-168: ADOPT THE 2020 ANNUAL REPORT ON THE MODERATE INCOME HOUSING PLAN

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-4-

Steve Pastorik, CED, presented proposed Resolution 20-168 that would adopt the 2020 Annual Report on the Moderate Income Housing Plan.

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

Utah Code Section 10-9a-408 requires the legislative body of municipalities to annually prepare a report outlining a review of their Moderate Income Housing Plan. The report must address the following:

- “a revised estimate of the need for moderate income housing in the municipality for the next five years;
- a description of progress made within the municipality to provide moderate income housing, demonstrated by analyzing and publishing data on the number of housing units in the municipality that are at or below:
 - 80% of the adjusted median family income;
 - 50% of the adjusted median family income; and
 - 30% of the adjusted median family income;
- a description of any efforts made by the municipality to utilize a moderate income housing set-aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency; and
- a description of how the municipality has implemented any of the recommendations related to moderate income housing described in Subsection 10-9a-403(2)(b)(iii).”

Mayor Bigelow verified that the report covers all necessary requirements. Steve replied yes. Councilmember Buhler asked how the City determines the amount of rent needed. Steve replied that the Census Bureau does a study every year and this information is provided there. Councilmember Buhler asked if this data is collected nationally, by State, or locally. Steve replied information is local West Valley City data. Councilmember Buhler asked if the rent reflects the entire amount or subsidized housing. Steve replied the entire amount and detailed how subsidized housing information is provided. Councilmember Buhler stated that he is interested to understand how the numbers are provided by the Census Bureau. Mayor Bigelow asked if the State requires use of the Census numbers. Steve replied no and indicated that the City could collect their own data but since the numbers are readily available the City has always used the Census data. Mayor Bigelow stated that the City is one of three that seems to be in the highest that provides the most moderate income housing.

The City Council will consider Resolution 20-168 at the Regular Council Meeting

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-5-

scheduled October 27, 2020 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR OCTOBER 27, 2020

A. **RESOLUTION 20-169: AUTHORIZE THE CITY TO RELEASE A SLOPE EASEMENT AT WOODHOLLOW ESTATES PUD PHASE 1**

Mayor Bigelow discussed proposed Resolution 20-169 that would authorize the City to release a Slope Easement at Woodhollow Estates PUD Phase .

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

In 2018 a Slope Easement was granted to West Valley City to accommodate grades and slopes on property abutting a dead-end street known as Echomount Road (6280 South) as shown on the recorded plat of Woodhollow Estates PUD Phase 1. As Woodhollow Estates PUD Phase 2 which extends Echomount Road is approved and currently under construction, the Slope Easement is no longer necessary. As the easement is no longer necessary, a Release of Slope Easement has been prepared for approval by the West Valley City Council and execution by the Mayor.

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

The City Council will consider Resolutions 20-169 at the Regular Council Meeting scheduled October 27, 2020, at 6:30 P.M.

COMMUNICATIONS

A. **ON-STREET PARKING DISCUSSION**

Russ Willardson, Public Works Director, presented a PowerPoint presentation summarized as follows:

- Existing Ordinance Enforcement
 - o **22-2-107 Standing or Parking Prohibited.**
 - No vehicle shall be standing or parked, whether occupied or not, except to temporarily pick up or discharge a passenger or passengers, provided the driver remains in the vehicle and the engine remains running:
 - In front of a public or private driveway;
 - Within 15 feet of a fire hydrant;
 - Within 20 feet of a crosswalk;

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-6-

- Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or other traffic-control signal located at the side of a roadway.
- **22-2-115 Time Limitations**
 - No vehicle shall be parked on any street:
 - For a period of longer than 72 consecutive hours
- **22-2-117 – Standing or Parking near mailbox restricted.**
 - Except when necessary to avoid conflict with other traffic, to comply with law or the direction of a peace officer or official traffic control device, or to momentarily pick up or discharge passengers, no vehicle shall be stopped or PARKED, whether occupied or not, within 15 feet of a public or private curb mailbox between the hours of 8am-5pm.
- Map of multilane roads
- Map of City Streets greater than or equal to 35 MPH
- 3100 South Street Parking Analysis

Mayor Bigelow asked if the restrictions meet the State requirements or if they exceed those. Councilmember Buhler stated that the requirements meet State regulations. Mayor Bigelow stated that he has heard many complaints related to parking. Councilmember Lang stated that there is an issue on 3100 South and people don't have the ability of backing safely from their driveways. Wayne stated that 3100 South could have signs or stripes. Councilmember Lang stated that she would like something to be done to help the residents. Mayor Bigelow asked if 3100 South is narrower. Wayne replied no. Russ indicated that everything east of 4000 West was striped for 5 lanes. He indicated that residents were very opposed to widening the lanes at the time. Councilmember Buhler stated that the code does not specify how far from a driveway people can park. He indicated that he would be interested to know if this is an issue Citywide. Councilmember Lang stated that 15 feet from a driveway makes sense and would suggest this apply to all streets 35 MPH or greater. Mayor Bigelow stated that he would prefer signing or restricting specific streets. Councilmember Buhler agreed and stated that he feels residents want to park in front of their homes and will be concerned. Councilmember Lang suggested making the road 5 lanes. Wayne stated that this could be a safety concern for people backing out. Mayor Bigelow stated that the easiest way to enforce safety is to allow no parking. Councilmember Buhler agreed and noted that he would prefer to do this by signage as opposed to ordinance. Councilmember Huynh asked if this is complaint driven. He indicated that 1300 West also needs no parking regulations. Mayor Bigelow stated that there are issues everywhere. Mayor Bigelow asked if it is legal to park in a bike or travel lane. Chief Jacobs replied no.

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-7-

Mayor Bigelow stated that a proposal was made to put up no parking signs on 1300 West and 3100 S. Russ stated that no parking signs already exist on 1300 West. Wayne agreed and noted where these signs are located. He stated the whole street could be marked as no parking if the Council wants. Councilmember Nordfelt stated that it makes sense to mark 3100 South as no parking but doesn't make as much sense for 1300 West because regulations and signage already exist. Councilmember Buhler agreed. The Mayor and Council agreed to mark 3100 South as no parking from 4000 West to 4800 West.

B. STORM WATER UTILITY UPDATE

Russ Willardson, Public Works Director, presented a PowerPoint Presentation summarized as follows:

- Storm Water Utility Fee
 - o Why the fee?
 - It is a reliable funding source for storm water capital improvements
 - Covers operational costs to stay in compliance with federal storm water regulations
 - o Current Fee
 - \$4/Month per Equivalent Resident Unit (ERU)
 - 1 ERU = 2,830 SF of impervious area
 - All single-family residences are charged 1 ERU
 - Non-residential fees are calculated by dividing the impervious area of a site by 2,830 and multiplying by \$4. Reduced rates are used for non-residential parcels with less runoff impact
 - Last fee increase – 2005
- Annual Revenue Comparison
- Five Year Expenditure Comparison
- 2019-2020 Expenditures
- Storm water utility fund balance
- Capital Projects
 - o \$200,000 – **2700 West Storm Drain Project**
 - o \$211,000 – **Derby Street Storm Drain Project**
- Equipment Purchased
 - o **Street Sweepers are replaced every four years.**
- Municipal Operations
 - o Entire City swept **9 times**
 - o **6,081 linear feet** of storm drain lines cleaned
 - o **720 linear feet** of ditches cleaned
 - o **3519** catch basins inspected

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-8-

- **550** Cleaned
- Engineering Inspections
 - **63 Development projects** reviewed
 - **15 outfalls inspected**
 - **54 Active construction** sites inspected
 - **Plus 16 < 1 acre**
 - **19 Violations** given and fined
 - **237 Post-construction** development inspections
 - **32** Inadequately maintained
 - **2** received formal notices
 - **8 Illicit Discharges** reported and fined
- Future Capital Projects
- 85,000 LF of Corrugated Metal Pipe
 - Estimated cost to replace all CMP is \$14.5 million
- CMP Length by score
- Storm Water Utility Fees along the Wasatch Front
- Recommendations
 - Consider increasing fee to provide more capital funding.
 - \$1 per month increase provides additional \$600,000.

Councilmember Lang asked why the \$1.5 million goes back into the General Fund. Russ replied that money is used for labor. Councilmember Lang asked about the \$500,000. Russ replied that this is charged for capital improvements. Councilmember Buhler asked if the future capital projects list is listed in order of need. Russ replied no. Councilmember Buhler asked if the corrugated pipe is the same as storm drainage repairs. Russ replied no. Councilmember Buhler stated that he would be willing to raise the fee. Mayor Bigelow agreed and stated he would suggest \$2 instead of \$1. Councilmember Lang asked if there is a 5-year strategic plan for capital improvements. Russ replied the list is included but not delineated by year. He indicated that they are all important. Councilmember Lang stated she would like to see a 10-year plan showing what projects could be completed with a fee increase. The Mayor and Council discussed storm water utility repairs and the fund balance. Mayor Bigelow suggested approving a delayed effective date for a \$2 increase effective by March 1, 2020. Councilmember Buhler agreed. Councilmember Huynh agreed with Councilmember Lang and suggested a tiered increase.

C. CLOSED MEETING PROCEDURES

Mayor Bigelow stated that closed meetings are required to be only Councilmembers and designated staff. He stated that it is the responsibility of those in attendance to be alone in the room, separate themselves by a door, and interrupt the meeting if

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-9-

someone else enters the room. Mayor Bigelow stated that the Council can also go to City Hall if privacy cannot be obtained in their home. He indicated that staff will work to advise the need of an executive session ahead of time. Councilmember Christensen stated that the procedure is the same as if it were in person.

D. COVID-19 UPDATE

The Mayor and Council had no further questions or concerns.

E. COUNCIL CALENDAR

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Councilmember Buhler asked if there will be a meeting on election day. Nichole Camac, City Recorder, replied that no meeting is scheduled.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Council Suggestions

Councilmember Huynh stated that he is concerned about live music being played loudly in his neighborhood. He stated that the law must be enforced more strictly. Mayor Bigelow suggested a report on what the City does, what options there are, and what it would take to increase enforcement. He added that he would like to know how many complaints the City receives. Councilmember Huynh expressed concern about ATV's driving fast through his neighborhood. Mayor Bigelow stated that there are ATV's that are street legal and can be licensed that way.

Councilmember Christensen stated that he received an inquiry asking about why 4100 South is being dug up in certain locations. He indicated that a report should be distributed to the citizens with this information.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN- WESTERN GROWTH, HEALTH AND SAFETY FAIR

Councilmember Christensen stated that UDOT informed Western Growth they will open study for intersections on Bangor. He stated that the City should be in contact with them to provide the list the City prepared and suggested. Councilmember Christensen stated he attended the health and safety fair and learned a lot of information.

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 20, 2020

-10-

COUNCILMEMBER LANG- PLAY

Councilmember Lang stated that she attended the play at Harman Theatre. She indicated it was very well done and staff and employees were very helpful.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY OCTOBER 20, 2020 WAS ADJOURNED AT 6:19 PM BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, October 20, 2020.

Nichole Camac, CMC
City Recorder



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 27, 2020, at 6:30 PM.

Pursuant to Utah Code Ann. § 52-4-207(4), West Valley City has determined that this meeting will be held electronically without an anchor location given the ongoing Novel Coronavirus (COVID-19) pandemic. West Valley City has determined the pandemic presents a substantial risk to the health and safety of those who may be present at an anchor location. 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 October 27, 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. October 20, 2020
6. Awards, Ceremonies and Proclamations:

- 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. A Proclamation Declaring November 1, 2020 as "Extra Mile Day" in West Valley City

7. Comment Period:

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

- A. Public Comments

- B. City Manager Comments

- C. City Council Comments

8. Resolutions:

- A. 20-166: Approve a Grant Agreement with the State of Utah Department of Heritage and Arts

- B. 20-167: Approve Two Subgrant Agreements Between West Valley City and Salt Lake County Governing the Disbursement and Use of HOME Investment Partnership Funding

- C. 20-168: Adopt the 2020 Annual Report on the Moderate Income Housing Plan

9. Consent Agenda:

- A. 20-169: Authorize the City to Release a Slope Easement at Woodhollow Estates PUD

Phase 1

10. Motion for Closed Session (if necessary)
11. Adjourn

Item: _____

Fiscal Impact: \$0

Funding Source: SL County Cares Act

Account #: _____

Budget Opening Required: No

ISSUE:

Authorize the Police Department to enter into an agreement with Salt Lake County to allow off duty officers to work security shifts at the Covid-19 testing site(s).

SYNOPSIS:

The Police Department has been requested by Salt Lake County to allow off duty police officers to work security shifts at the Covi-19 testing site(s). The officers would be present when the site was closed to provide protection for the equipment and testing supplies left on site. The officers may be asked to assist with traffic control when the site is open. The current site is in the parking lot of the Maverik Center.

BACKGROUND:

The Police Department was previously authorized to enter into an agreement with Salt Lake County to allow off duty police officers to work shifts patrolling City and County Parks to educate the community about Covid-19 precautions. The Covid-19 Testing Site was added later. The city is reimbursed monthly for the shifts worked. The shifts are funded through Salt Lake County's Cares Act.

RECOMMENDATION:

I recommend you approve the Police Department to enter into this agreement.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY**

WHEREAS, Title 11, Chapter 12, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to enter into an interlocal agreement with Salt Lake County to provide security at Covid-19 testing facilities; and

WHEREAS, Salt Lake County has agreed to provide funds for to West Valley City for extra law enforcement in and around Covid-19 testing areas; and

WHEREAS, an agreement has been prepared for execution by and between the West Valley City and Salt Lake County, a copy of which is attached hereto and entitled “**Agreement Between Salt Lake County and West Valley City for COVID-19 Testing Center Security Services**”, that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

Agreement Between Salt Lake County and West Valley City for COVID-19 Testing Center Security Services

THIS AGREEMENT (the “Agreement”) is between Salt Lake County, a body corporate and politic and a political subdivision of the State of Utah (“County”) and West Valley City, a municipal corporation of the State of Utah within the boundaries of Salt Lake County (“City”). The County and the City are sometimes referred to in this Agreement as the “Parties.”

RECITALS

- A. On January 29, 2020, the Utah Department of Health (“UDOH”) activated a Department Operations Center to respond to the evolving COVID-19 global pandemic, recognizing COVID-19 as a threat to the health and safety of the residents of the State of Utah (“Utah”).
- B. On March 6, 2020, Salt Lake County Mayor Jennifer Wilson recognized the imminent threat COVID-19 poses to Salt Lake County and declared a State of Emergency. On March 13, 2020, the County closed many of its public facilities, including senior centers, fitness facilities, recreation facilities, event centers, and libraries. That same day, Utah Governor Gary R. Herbert dismissed all Utah public schools for two weeks to combat the spread of COVID-19, which dismissal was extended for the remainder of the 2019-2020 school year.
- C. On March 13, the President of the United States declared the ongoing Coronavirus Disease 2019 (COVID-19) pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the “Stafford Act”). State, Territorial, Tribal, local

government entities and certain private non-profit (PNP) organizations are eligible to apply for Public Assistance.

- D. On March 16, 2020, Mayor Wilson issued a Proclamation Declaring a State of Emergency and Invoking Emergency Powers in Salt Lake County Due to a Public Health Emergency, and Salt Lake County issued Public Health Order No. 2020-1, curtailing operations at restaurants, bars and taverns, announcing social distancing protocols for businesses and other establishments, and prohibiting social gatherings larger than fifty (50) persons. Three days later, on March 19, 2020, the County issued Public Health Order 2020-2, further restricting non-family gatherings to no more than ten (10) persons.
- E. The Salt Lake County Health Department has established COVID-19 testing sites located within the City's boundaries (the "Testing Centers").
- F. The County wishes to have a law enforcement presence at the Testing Center to provide security and traffic control and management services (the "Security Services") at the Testing Centers.
- G. The County reached out to other law enforcement entities to provide these services. Those entities were either unavailable or less cost effective than the City.
- H. The City is a reasonable and responsible entity to provide the Security Services.
- I. The City's unique tax identification number is _____.
- J. The County intends to fund the services, in part, using funds provided to the County on April 23, 2020 under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the "CARES Act"), provided to the County to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County

K. The Catalog of Federal Domestic Assistance number is 21.019, pending completion of registration.

L. This Agreement does not fund research and development.

Therefore, the Parties agree as follows:

AGREEMENT

1. Scope and Description of Services to be Provided. The City agrees to provide the Security Services at the Testing Centers identified by the County.

a. City will provide off duty officers who sign up to shifts to provide the Security Services, as provided below:

i. On an as needed basis as requested by the County, and subject to City availability, City will provide Officers to work Security Service shifts according to the schedule that is built and managed by the SLCo ECC ESF 13 Desk. The schedule will be built according to each officer's availability status that was obtained in advance and must be provided at least seven calendar days in advance.

ii. Shifts will be as needed, but not less than four-hour increments.

iii. The County ESF 13 Desk will assign officers to Testing Center locations within City's jurisdiction.

b. Officers shall use equipment, vehicles, and supplies purchased and owned by the City.

c. Officers shall comply with all City policies and procedures that govern the administration of law enforcement services.

d. Documentation

- i. All officers will sign an ICS 211(timesheet) form at the beginning and end of each shift and will complete an ICS-214 (activity log) daily detailing all activities during the officer's shift. There should be some type of hourly activity described on the form. Each day, the ESF 13 Desk will collect completed ICS 211 and ICS 214 forms. County will not issue payment without this daily log properly filled out by the Officer. Officers have no right to direct payment from the County.

2. Fees for Services.

- a. Within 30 days of the end of each calendar month, County will pay City in arrears each calendar month for Security Services rendered, based on properly completed ISC 214 and 211 Forms. Payment amounts will be as follows:
 - i. County will pay the City \$66.66 per hour per officer, compensating the City for the officer's pay and the expense of operating the City's patrol vehicle.
- b. The Parties recognize, understand and agree that the Security Services to be provided by the City to the County pursuant to this Agreement are not to be a "profit center" for the City but, rather, are intended to cover the City's reasonable actual costs incurred in providing the Services.

3. Effective Date and Term.

- a. This Agreement shall be effective upon the signature of the last Party to sign, as evidenced by the date below the signature of the Party's authorized representative.
- b. This Agreement shall terminate December 30, 2020.

4. Termination. The Parties agree this Agreement may be terminated (with or without cause) by either party upon at 24 hour prior written notice to the other Party.
5. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the County. Each Party shall be responsible to maintain updated addresses and emails.

City:

Email:

COUNTY:

Michelle Hicks
2001 South State Street, N2-100
Salt Lake City, UT 84190
Email: MHicks@slco.org

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

6. Independent Contractors.
- a. The relationship of the City, and of any City employee, with the County under this Agreement shall be that of an independent contractor. The City has the entire responsibility to discharge all of the obligations of an independent contractor under federal, state, and local laws, including, but not limited to, those obligations relating to employee supervision, benefits and wages, taxes, unemployment compensation and insurance, social security, worker's compensation, and disability pensions and tax withholdings, including the filing of all returns and

reports and the payment of all taxes, assessments and contributions, and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the City and the County, or the City's employees, of employer and employee, partners, or parties to a joint venture. Should the County have any criticism, concern, or recommendation regarding any City employee, specifically or generally, the County may raise it directly with the head of the City department or division under which the employee operates. The City shall diligently and appropriately address an issue raised by the County and promptly report back to the County, as appropriate.

- b. In performing the Services, the City shall furnish and supply all necessary labor, supervision, insurance coverage, equipment, buildings, supplies, assets, communication facilities, uniforms, badges, and other facilities and items and support services necessary and incident to the provision of the subject Service in compliance with the requirements of the law, including the Americans with Disabilities Act, and all rules and regulations adopted or promulgated in furtherance thereof, as understood by the City. As provided herein, the Services shall be provided and supervised by City employees. City employees shall remain City employees for all legal purposes, including salary, rights, and benefits.

- 7. Liability. The City and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq.* the ("Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful

or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Governmental Immunity Act nor does any Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other Party of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and/or hold harmless a Party within thirty (30) days of receiving the notice of claim. Each Party also agrees to notify the other Party of any summons and/or complaint served upon the said Party, if a Party may have an obligation to defend, indemnify, and/or hold harmless the other Party, at least ten (10) days before an answer or other response to the summons and/or complaint may be due.

8. Indemnification. The City shall defend, indemnify, save and hold harmless the County, including, without limitation, its elected and appointed officers and officials, and its employees and consultants, from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney fees and costs of suit, relating to or arising from the City's providing Services to the County. Similarly, the County shall defend, indemnify, save and hold harmless the City including, without limitation, its elected and appointed officers and officials, and employees, from and against demands, liabilities, claims, damages, actions, and/or proceedings in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the County's agents, officers or employees, except such demands, liabilities, claims, damages, actions or proceedings as may result from the negligence or misconduct of the County, its elected or appointed officers or employees.

9. Termination Due to Nonappropriation of Funds, Reduction of Funds, or Changes in Law:

Upon 24 hours written notice delivered to City, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects the County's ability to pay under this Agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President, the governor of the State of Utah, or the Salt Lake County Mayor. If written notice is delivered under this section, City will provide an accounting of services provided under this Agreement up to the date of termination, and the County will pay City for those services. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

10. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

12. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered

in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

13. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments and writings.

14. Amendment. The Parties may amend this Agreement by a writing signed by the Parties. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.

15. No Agency. Agents, employees or representatives of each party shall not be deemed to be agents, employees or representatives of the other.

16. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.

17. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.

18. Claims and Disputes.

- a. CLAIMS AND DISPUTES. In the event of a claim or dispute between the Parties regarding the Services, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute.
 - b. RIGHTS AND REMEDIES. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the rights or remedies provided in this Agreement shall not preclude the exercise of any other right or remedy.
19. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof
20. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals, and vice versa.
21. Time. Time is of the essence.
22. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
23. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained.

If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. Litigation Expenses. If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2020

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

SIGNATURE PAGE FOR WEST VALLEY CITY

WEST VALLEY CITY

By _____

Name: _____

Title: _____

Dated: _____, 2020

Approved as to Form and Legality:
ATTORNEY FOR WEST VALLEY CITY

By Bradley Jeppsen

Name: Bradley A. Jeppsen

Dated: 10/19/20, 2020

EXHIBIT A

Salt Lake County FEMA Required Provisions ("Required Provisions")

Recital: Because the Salt Lake County ("County") is a non-federal entity that may seek reimbursement from the Federal Government for the costs associated with the Services provided under the Agreement by the City (as "Contractor"), the following terms and conditions will apply where applicable. The Contractor is responsible for determining the applicability of the following provisions to the Contractor based on the Contractor's use of federal funds.

1. Termination (according to 2 CFR § 200)

- 1.1. Termination for Convenience: The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the County's best interest. If this Agreement is terminated, County shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
- 1.2. Termination for Default: County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of County, or for the default of the Contractor. If the termination is for default, the notice shall state how the Contractor has failed to perform the requirements of the Contract. The Contractor shall account for any property in its possession paid for from funds received from County, or property supplied to the Contractor by County. If, after termination for failure to fulfill obligations under this Agreement, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience as provided in Section 1.1 above. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under these Required Provisions or the underlying agreement.

2. Equal Employment Opportunity: During the performance of the underlying Agreement, the Contractor agrees as follows:

- 2.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- 2.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2.4. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 2.5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.7. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.8. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.9. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 2.9.1. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - 2.9.2. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

2.9.3. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

2.9.4. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

3.1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

3.2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

3.3. Additionally, contractors are required to pay wages not less than once a week.

4. Copeland Anti-Kickback Act

4.1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

4.2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may, by appropriate instructions, require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

4.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

5.1. Where applicable, (see 40 USC §§ 3701-3708), Contractor will comply with the Contract Work Hours and Safety Standards Act as follows:

- 5.1.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 5.1.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 5.1.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 5.1.1 of this section.
- 5.1.3. Withholding for unpaid wages and liquidated damages. The _____ (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 5.1.2 of this section.
- 5.1.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 5.1.1 through 5.1.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.1.1 through 5.1.4 of this section.

Clean Air Act and the Federal Water Pollution Control Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.

1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection

6. Debarment and Suspension

- 6.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 6.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 6.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended)

- 7.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- 7.2. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,

Fill in Contractor Fill in Contractor Fill in Contractor

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. Procurement of Recovered Materials

- 8.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 8.2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 8.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Access to Records

- 9.1. The Contractor agrees to provide Salt Lake County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 9.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 9.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 9.4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended

to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Remedies

- 10.1. Both parties recognize that the services to be rendered under this Agreement by Contractor are unique and extraordinary in character, and that if the Contractor fails to perform to the County's satisfaction any material requirement of the contract, County shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this Agreement, and to seek to enforce the specific performance thereof by Contractor, and/or to seek to enjoin Contractor from performing services for any other person, firm or corporation.

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

ISSUE:

Approve a new interlocal agreement with Salt Lake County for the transfer of control for Redwood Trailhead Park and Hillsdale Park to West Valley City.

SYNOPSIS:

West Valley City is in the process of acquiring the Redwood Trailhead Park and Hillsdale Park from Salt Lake County. It is in West Valley City’s best interest to obtain immediate transfer of control for these parks. Salt Lake County has written an interlocal agreement to allow this action. Final transfer of these properties will take place in early 2021 pending final contract preparation.

BACKGROUND:

The Salt Lake County Redwood Trailhead and Hillsdale parks have seen an increase in troubling and illicit behaviors. To maintain a safe and desirable park atmosphere, it is necessary that West Valley City acquire control and operations of these parks effective immediately. The interlocal agreement allows this to happen thus providing the City an opportunity to control undesirable activities. Additional maintenance funds and equipment needs will be necessary to ensure success. Salt Lake County is verifying park acreage and boundaries. Upon completion, a contract and deed will be submitted to West Valley City for final approval and the acquisition will be complete.

RECOMMENDATION:

Staff recommends approval of the interlocal agreement with Salt Lake County for the transfer of control for the Redwood Trailhead Park and Hillsdale Park.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR THE TRANSFER OF CONTROL OF REDWOOD TRAILHEAD PARK AND HILLSDALE PARK.

WHEREAS, Salt Lake County (herein “the County”) owns Redwood Trailhead Park and Hillsdale Park (herein “the Parks”); and

WHEREAS, the County desires to transfer control of the Parks to the City for maintenance and management purposes and ultimately convey the Parks to the City; and

WHEREAS, the City desires to maintain and manage the Parks and ultimately accept title to the Parks; and

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

WHEREAS, an agreement entitled “Interlocal Cooperation Agreement” (“Agreement”) has been prepared for execution by and between the City and Salt Lake County. The Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows: The Interlocal Agreement entitled, “Interlocal Cooperation Agreement” is hereby approved, in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on 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; and

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

An Interlocal Cooperation Agreement between West Valley City and Salt Lake County regarding the maintenance of Redwood Trailhead Park and Hillsdale Park.

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is between **SALT LAKE COUNTY** (“County”) and **WEST VALLEY CITY**. (“City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. The County owns certain real property located approximately at 2320 South 1000 West in West Valley City known as the Redwood Trailhead Park, and Hillsdale Park located at approximately 3090 West Tess Ave in West Valley City (the “Parks”).
- B. The City and County are negotiating to transfer ownership of the Parks to the City.
- C. The City and County wish to transfer operation, management, maintenance, and repair responsibilities for the Parks to the City, at no cost to the County.
- D. The County and City have determined it to be in their best mutual interests for the City to assume operation, management, maintenance, and repairs of the Parks.
- E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

The Parties agree as follows:

- 1. The defined terms identified in the Recitals are hereby incorporated by reference into this Agreement.
- 2. This Agreement shall be effective as of the later of October 19, 2020 or the date last signed by either Party, as indicated by the date noted for that Party’s signature (the “Effective Date”). This Agreement will terminate upon the recording of an instrument transferring ownership of the Park to City, or December 31, 2021, whichever comes first.
- 3. Neither Party will seek compensation or payment for the services, authorizations, or uses provided in this Agreement.
- 4. County’s Obligations
 - a. The County hereby grants the City a license to enter the Parks to fulfill all of City’s obligations and duties as detailed in Section 5.a of this agreement.
- 5. City’s Obligations
 - a. In a manner consistent with applicable laws, regulations (including but not limited to environmental and safety regulations), requirements, and standards of performances, and at the City’s sole cost and expense, the City will provide all operations, management, maintenance, and repair work for the Parks as the City determines, in the City’s reasonable discretion.
 - b. The City acknowledges that the County contracts with Wasatch Community Gardens for the management of the community garden at Hillsdale Park. City will allow Wasatch

Community Gardens to complete its regular activities at the community garden, consistent with the agreement between the County and Wasatch Community Gardens, for the 2020 season.

6. The Parties agree that nothing in this Agreement authorizes the City to make change the primary use of the Parks. The Parks will continue to be public parks.
7. This Agreement shall not be interpreted as a real estate letter of intent for the negotiations to transfer ownership in the Parks and does not bind or require the parties to come to an agreement to transfer the Parks.
8. The following provisions are also integral parts of this Agreement:
 - a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
 - b. Termination for Convenience. This Agreement may be terminated by either party party providing the non-terminating party 30 days prior written notice. Such termination will be deemed a termination for convenience and will not entitle the non-terminating party to any damages or remedies.
 - c. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
 - d. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
 - e. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
 - f. Waiver of Breach. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
 - g. Liability. City and County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 through -904 (as amended) (the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses or limits of liability available under the Immunity Act.
 - h. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
 - i. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

- j. Time of Essence. Time is the essence of this Agreement.
- k. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- l. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United State mail, postage prepaid and certified, and addressed to the Parties at their respective addresses set forth above.
- m. No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.
- n. Joint Board. As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.
- o. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- p. Manner of Acquiring, Holding, or Disposing of Property. The real property will be acquired, held, or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- q. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- r. Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and the City for approval in accordance with Utah Code Ann. § 11-13-202.5.
- s. Copies. Duly executed original counterparts of this Agreement will be filed with the keeper of records of each Party, pursuant to Utah Code Ann. § 11-13-209.

[The remainder of this page left intentionally blank.]

The City and Salt Lake County have executed this AGREEMENT.

SALT LAKE COUNTY:

WEST VALLEY CITY:

By: _____
Mayor Jennifer Wilson or Designee

By: _____

Its: _____

Dated: _____

Dated: _____

Division of Parks and Recreation Review:

By: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

SALT LAKE COUNTY

ATTORNEY FOR WEST VALLEY CITY

David A. Johnson
17:07:03 2020.10.09
By: _____
'00'06-
Deputy District Attorney

Claire Gillmor
Digitally signed by Claire
Gillmor
Date: 2020.10.20 09:17:01
-06'00'
By: _____
City Attorney

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

ISSUE: SMI-1-2020 – Hunter Creek Subdivision

SYNOPSIS:

Applicant: Yonni Hinojo
Proposal: Final Plat Approval
Location: 3658 South Hawkeye Street
Zoning: R-1-8
Acres: .61
Lots: 2

BACKGROUND:

Mr. Yonni Hinojo, is requesting final subdivision approval for the Hunter Creek Subdivision. The subject property sits between two recorded subdivisions, Western Acres Phase 2 to the north and Bridlevale at Wallace Farms Phase 3 to the South.

The subdivision will consist of 2 lots on .61 acres. Although zoned R-1-8, both lots exceed the minimum square footage requirement. Lot 1 is approximately 12,550 square feet while lot 2 is approximately 9,053 square feet in size.

The proposed subdivision is a key piece in connecting two different subdivisions. The Western Acres Subdivision to the north consists of 2 phases and was platted in 1960 and 1961. The Bridlevale at Wallace Farms Phase 3 Subdivision was recorded in 1996. The property in question was not made part of either subdivision but does have a single-family dwelling on what will become lot 2.

Access to the subdivision will be gained from the extension and connection of Hawkeye Street which exists on both the north and south sides of the subdivision. The connection of these streets will provide a secondary access into the Western Acres Subdivisions to the north. At the present time, the Western Acres Subdivisions consist of 83 lots with a single point of access at 4000 West. The Fire Code allows up to 30 single family homes on a single point of access. While the subdivisions to the north predate the current Fire Code, it will be beneficial to the Western Acres Subdivisions to have a secondary access for emergency services.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

SMI-1-2020
Hunter Creek Subdivision
3658 South Hawkeye Street
R-1-8 Zone
2 Lots
.61 Acres

BACKGROUND

Mr. Yonni Hinojo, is requesting preliminary subdivision approval for the Hunter Creek Subdivision. The subject property sits between two recorded subdivisions, Western Acres Phase 2 to the north and Bridlevale at Wallace Farms Phase 3 to the South. An existing single-family dwelling exists on what will become lot 2.

STAFF/AGENCY CONCERNS:

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.
- Public Works will design and install improvements within Hawkeye Street. Mr. Hinojo will reimburse the City for his portion of the improvements.
- Revisions to the plat are required.
- Will need to coordinate the subdivision name with the County.
- Building Official to conduct an on-site inspection to determine basement depth.

ISSUES:

- The developer has submitted a preliminary plat to be known as the Hunter Creek Subdivision. The subdivision will consist of 2 lots on .61 acres. Although zoned R-1-8, both lots exceed the minimum square footage requirement. Lot 1 is approximately 12,550 square feet while lot 2 is approximately 9,053 square feet in size. Both lots meet the frontage requirement of the R-1-8 zone as well.
- The proposed subdivision is a key piece in connecting two different subdivisions. The Western Acres Subdivision to the north consists of 2 phases and was platted in 1960 and 1961. The Bridlevale at Wallace Farms Phase 3 Subdivision was recorded in 1996. The property in question was not made part of either subdivision but does have a single-family dwelling on what will become lot 2.
- Access to the subdivision will be gained from the extension and connection of Hawkeye Street which exists on both the north and south sides of the subdivision. The connection of these streets will provide a secondary access into the Western Acres Subdivisions to the north. At the present time, the Western Acres Subdivisions consist of 83 lots with a single point of access at 4000 West. The Fire Code allows up to 30 single family homes on a single point of access. While the subdivisions to the north predate the current Fire Code, it will be beneficial to the Western Acres Subdivisions to have a secondary access for emergency services.
- As discussed in the study session, part of the reason it has taken so long for this property to develop, is that the previous owner sold the east parcel to an individual without processing a subdivision plat. It just so happened that within that transaction, property that would be needed for the extension of Hawkeye Street was sold as well. The property owner did not want to dedicate that portion of his property for the extension of Hawkeye Street. Therefore, development of the remaining property could not occur.
- In 2018, the City learned that the east parcel was purchased by a new owner. The City approached that owner and purchased the east portion of what will become Hawkeye Street. Mr. Hinojo will dedicate the remaining portion of the needed right-of-way to make the connection. The City Engineering Division will be designing the public improvements and will be building these improvements. Mr. Hinojo will reimburse the City for his half width portion.
- An old irrigation ditch is located on the property. Staff understands that this ditch is no longer in use. The developer will coordinate this issue with the City Engineering Division. A resolution to any concerns expressed by those reviewing this matter such as easements, piping and existing irrigation structures will need to be resolved prior to recordation of the subdivision.

- A soils report was prepared for the Bridlevale at Wallace Farms Subdivision to the south and the Hawk Park Subdivision to the west. No ground water was encountered for either subdivision. No information is available for the Western Acres Subdivision to the north. As a standard practice, staff will recommend that the Building Official conduct an on-site inspection of the property to determine basement depth.

STAFF ALTERNATIVES:

- A. Grant preliminary approval for the Hunter Creek 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 be approved by Salt Lake County.
 3. That all matters pertaining to any existing irrigation system be addressed with the Public Works Department and water users as outlined in the analysis.
 4. That the developer resolves all staff and agency concerns.
 5. That the City Engineering Division design and build the improvements for the extension of Hawkeye Street. The applicant will reimburse the City for the western half width of these improvements.
 6. That in lieu of a soils report, staff recommends that the Building Official conduct an on-site inspection to determine basement depth.
- B. Continuance to allow the developer an opportunity to address issues raised during the public hearing.

Discussion: Steve Lehman presented the application. The Planning Commission did not have questions for Steve and the Applicant was not present. Justus Ireland then spoke from the public. Justus first stated that the developer who has been speaking to staff is not currently licensed. Justus stated that the lot is only 8,000 square feet with a canal running through the property. He claimed that the canal is running through part of that lot and he feels there is not enough room to add a subdivision.

Steve Lehman replied that the lot is approx. 12,500 square feet and the irrigation ditch is located along the perimeter of the lot. Justus then stated that the area where the canal runs through is not usable land therefore, he feels there is not enough room for the subdivision, and it would be better used for a park. Steve L. clarified that this lot meets the city ordinances. Chairperson Meaders then asked Justus if his objection is for the building or the extension of Hawkeye Street. Justus stated he objects to both.

John Hepworth was the next person to speak from the public. John explained that the canal Justus was referring to cuts through his land and he is not willing to allow for the City to pipe through his land or fill the canal. John stated that the canal is used for drainage at this time. John also would like to keep one entrance into his Subdivision. He feels that connecting the two subdivisions and creating another entrance will increase crime in the area. John then explained that the land has been there for as long as he can remember and there is wildlife living on this lot that he feeds, and he does not want to disturb that location.

Commissioner Winters asked John where the water goes if the canal is a storm drain currently. John explained the flow out of this ditch goes to the east. Steve Lehman then stated that the Subdivision will be reviewed by the City Engineering Division and they will evaluate the irrigation and stated that John's clarification on the waterflow through the canal is helpful information. Steve Lehman then spoke to the statement regarding the developer not having a license. He explained that it is possible he will not be involved in the construction; however, a building permit will be needed for the build and a valid license would need to be produced at that time.

Commissioner Winters asked Steve Lehman if this application is specific to the road extension and connection of the two current subdivisions. Steve Lehman confirmed his statement and explained that the road connection is needed for safety.

Motion: Commissioner Winters moved to approve SMI-1-2020 based on the 6 staff alternatives. The motion was seconded by Commissioner Lovato.

Vote:

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

Unanimous – SMI-1-2020 – Approved



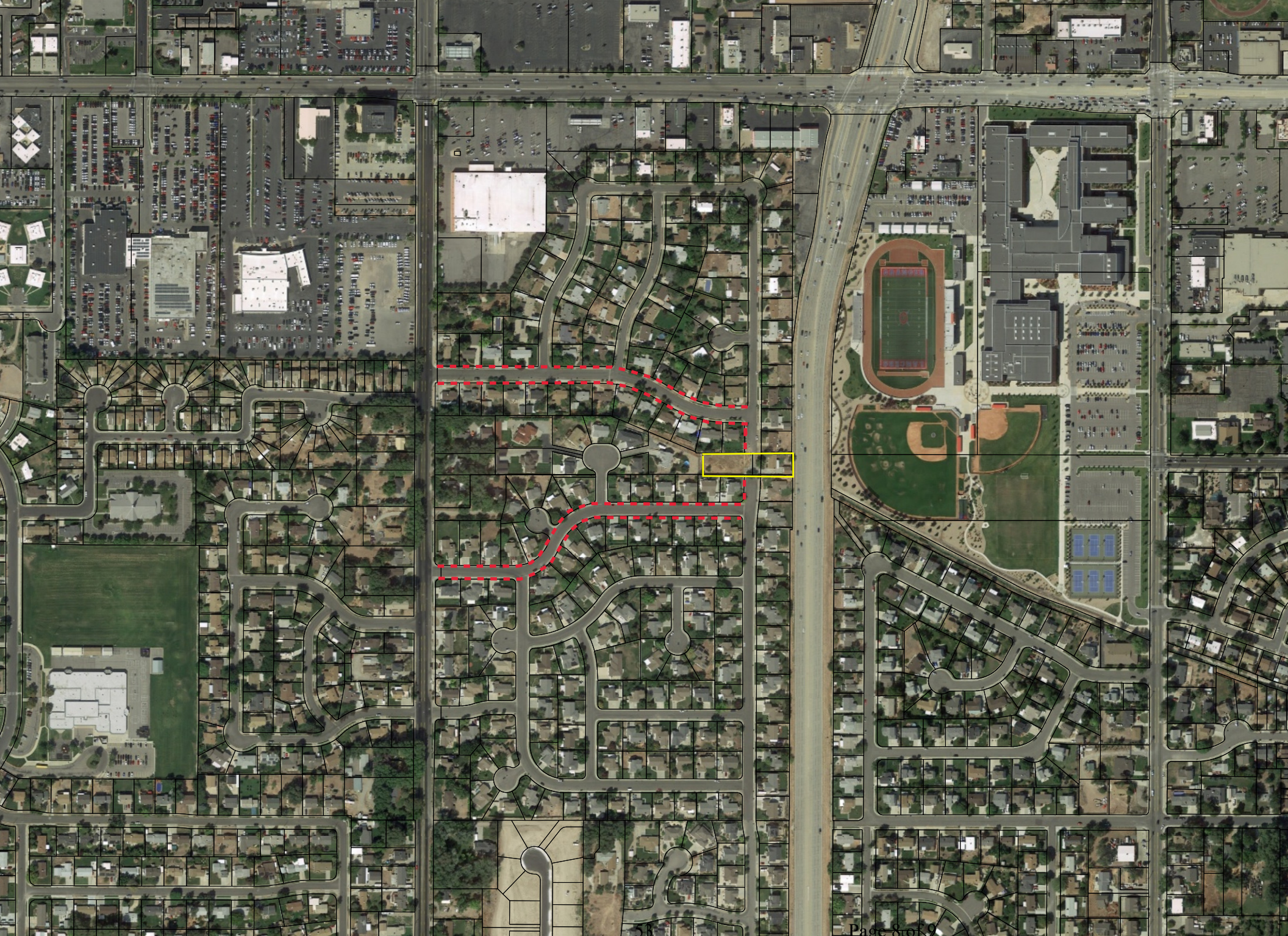


HAWKE

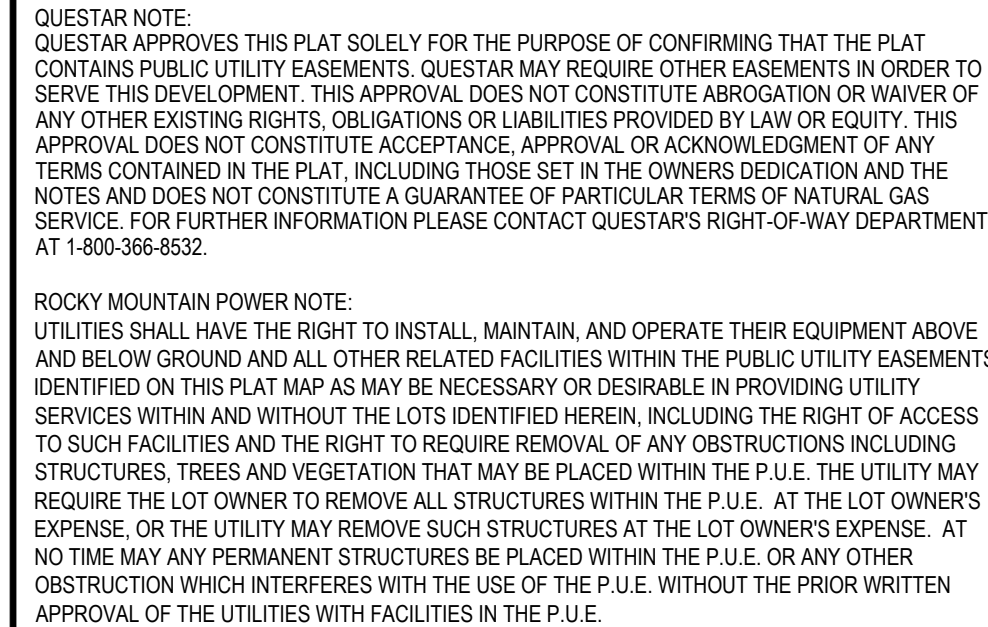
BANGERTER HWY

R BEAT DR (3675 S)

(W)



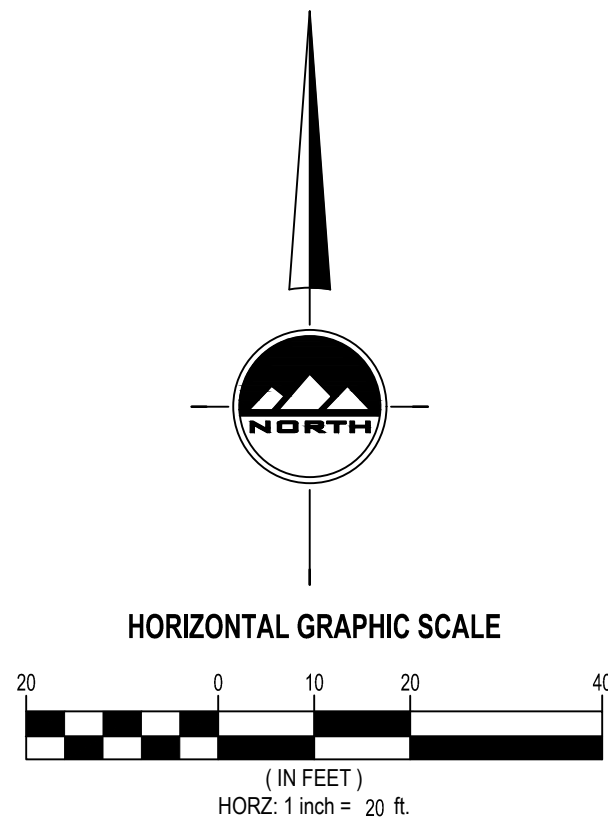
LOCATED IN THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



NOTE:

- 1) 5/8" x 24" rebar with survey cap to be placed at all lot corners (cap is stamped. Ensign Engineering and P.L.S. 268682). Off-set pins to be placed in the back of the curb, in lieu of rebar and cap at front corners.
- 2) Building permits will not be issued for any structure until 1) asphalt paving is installed, and 2) fire hydrants are installed, approved, & charged.
- 3) The lowest floor slab of Lot 1 is to be constructed a minimum of 3 feet above the high water table in encountered. Maximum footing depth shall not exceed 72 inches below existing top back of curb as determined by field investigation of adjoining properties by the Chief Building Official of West Valley City.

DEVELOPER
YONNI HINOJO
5128 W 6225 S
WEST JORDAN, UTAH 84081
801-755-7141



I, PATRICK M. HARRIS do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 286882 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the Owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-7, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as HUNTER CREEK SUBDIVISION, and that the same has been correctly monumented and staked on the ground as shown on this plat.

A parcel of land lying and situate in the East Half of the Northwest Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian comprising 0.61 Acres of the following:

Parcel 1 - Entry 12670188, recorded 11/30/2017 in Book 10625, at Page 2288

Parcel 2 - Entry 12627672, recorded 9/29/2017 in Book 10604, at Page 5047

Parcel 3 - Entry 12678076, recorded 12/13/2017 in Book 10628, at Page 9870

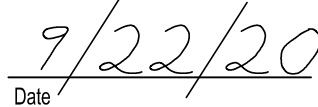
Official Records of Salt Lake County, more particularly described as follows:

Beginning at a point on the West line of Bangorville Highway also being the 40 acre line said point being North 89°57'31" East 1.462 feet from the Southeast corner of Lot 42, Western Acres Subdivision No. 2 according to official plat thereof recorded July 2, 1961 as Entry 178730A, 00 00'31" North line of Section 31, Official Record of Salt Lake County, said point being North 89°57'31" East 1323.85 feet from the Northwest corner of the Northeast Quarter of Section 32, Township 1S., Range 1W. Salt Lake Base and Meridian and South 33°10'31" East 1320.49 feet along said 40 acre line from the Northwest Corner of Section 32, base and running; THENCE coincident with the West Right-of-way line of Bangorville Highway and 40 acre line, South 01°17'31" East 30.38 feet more or less to the Northeast Corner of Lot 308, Bridleway at Wallace Farms - Phase 3, according to the official plat thereof recorded April 22, 1962 as Entry 178730B, 00 00'31" North line of Section 31, Official Record of Salt Lake County, said point being North 89°57'31" East 1323.85 feet from the Northwest corner of the Northeast Quarter of Section 32, Township 1S., Range 1W. Salt Lake Base and Meridian and South 33°10'31" East 1320.49 feet along said 40 acre line from the Northwest Corner of Section 32, base and running; THENCE coincident with the North line of said Bridleway at Wallace Farms - Phase 3, South 89°52'12" East 329.95 feet more or less to the Southeast corner of Lot 2, Hawk Park N. 3 Subdivision, according to the official plat thereof, recorded November 10, 2000 as Entry 1776069, in book 2000-007 of Plats, at Page 313;

THENCE coincident with the East line of said Hawk Park N. 3 Subdivision, North 89°08 feet more or less to the Southerly line of said Hawk Park N. 3 Subdivision, according to the official plat thereof, recorded November 10, 2000 as Entry 1776069, in book 2000-007 of Plats, at Page 313;

THENCE coincident with the Southerly line of said Western Acres Subdivision No. 2, North 89°57'31" East 329.92 feet more or less to the point of beginning.

The above described parcel of land contains 0.61 acres (26,607 sq ft) more or less, 2 lots



PATRICK M. HARRIS
P.L.S. 286882

Known all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and a street, together with easements, hereafter known as the

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 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.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____.

Yonni Hinojo	Brad Tobler, Manager West Valley City
	Ron Bigelow, Mayor

STATE OF UTAH _____
County of Salt Lake J.S.S.
On the _____ day of _____, A.D., 20_____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is the _____, of _____, a Utah Corporation, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____,
_____, _____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

STATE OF UTAH
County of Salt Lake JS.S.

On the _____ day of _____ A.D., 20_____, personally appeared before me Ron Bigelow, signer of the hereon owner's dedication and consent to record, who being by me duly sworn did say that he is the Mayor of West Valley City, a municipal corporation of the State of Utah, and that he signed this plat entitled "HUNTER CREEK SUBDIVISION" on behalf of West Valley City, by authority of a resolution of West Valley City Council, and said Mayor Bigelow acknowledged to me that said West Valley City executed the same.

MY COMMISSION EXPIRES: _____,
_____ RESIDING IN _____ COUNTY.

STATE OF UTAH _____
County of Salt Lake J.S.S.
On the _____ day of _____ A.D., 20_____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is a _____ of _____, a _____ Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES: _____,
_____, RESIDING IN _____ COUNTY.
NOTARY PUBLIC

LOCATED IN THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF : _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEES _____ DEPUTY SALT LAKE COUNTY RECORDER



LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.885.1453

RICHFIELD
Phone: 435.590.0187

COLORADO SPRINGS

PROJECT NUMBER : 9024
MANAGER : P.HARRIS
DRAWN BY : M. BURT
CHECKED BY : P.HARRIS

DATE: _____

DRAWING No. _____

APPROVED THIS _____ DAY OF _____
20_____, BY THE WEST VALLEY CITY PLANNING
COMMISSION.

CHAIR, WEST VALLEY CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____
20_____, BY THE WEST VALLEY CITY PLANNING
COMMISSION.

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____
20_____,

SALT LAKE COUNTY HEALTH DEPARTMENT

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

DATE _____ WEST VALLEY CITY ENGINEER _____

APPROVED THIS _____ DAY OF _____
20_____,

WEST VALLEY CITY ATTORNEY

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

WEST VALLEY CITY MANAGER

ATTEST: WEST VALLEY CITY RECORDER

Reso. 20-172: Authorize the Abandonment and Release...

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

ISSUE:

A resolution authorizing the City to abandon and release storm drain easements within and adjacent to the Newton Farms Phase 3 Subdivision.

SYNOPSIS:

In 2016, two storm drain easements were recorded to allow development of the future Clearstone Estates Phases 1 and 2 Subdivisions. These easements were recorded on property that would eventually become part of the Newton Farm Phase 3 Subdivision and also running through the Spangler property on 6400 West.

During the construction phase of the Clearstone Estates Subdivisions, approvals were being granted to the Newton Farms property to the north. In a cooperative effort, both developers agreed to modify their plans to use the public street system for storm drain purposes and avoid using the storm drain easements that were previously recorded.

As a result of that cooperative effort, the storm drain easements granted to the City are no longer needed. Therefore, staff recommends that these easements be released and abandoned.

RECOMMENDATION:

Staff recommends approval of the resolution

SUBMITTED BY:

Steve Lehman,
Current Planning Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ABANDONMENT
AND RELEASE OF TWO STORM DRAIN EASEMENTS.**

WHEREAS, the City approved and accepted two storm drain easements in 2016 for the future development of Clearstone Estates Phases 1 and 2 Subdivisions; and

WHEREAS, during construction of Clearstone Estates Phases 1 and 2, approvals were being granted to Newton Farms Subdivision to the north; and

WHEREAS, the developers of both subdivisions modified their plans to accommodate storm drainage in the public street system; said storm drain easements are no longer needed; and

WHEREAS, an abandonment of storm drain easement has been prepared and attached hereto; and

WHEREAS, the City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to abandon and release the storm drain easements noted above; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the attached abandonment and release of storm drain easements is hereby approved and that the Mayor is authorized to execute and the City Recorder if authorized to record said document for an on behalf of West Valley City.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

When recorded Mail to:
West Valley City Recorder
3600 Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL I.D. #14-34-276-111 and 14-34-276-108

ABANDONMENT OF STORM DRAIN EASEMENTS

West Valley City, a municipal corporation of the State of Utah, located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, hereby abandons and releases two **Storm Drain Easements** recorded date as Entry No. 12214808 and 12256956 in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a Storm Drain Easement upon the following described properties located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

Beginning at a point which is North 00°01'12" East 660.00 feet and South 89°56'42" West 33.00 feet from the East Quarter Comer of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°56'42" West 134.70 feet; thence South 00°01'12" West 16.00 feet; thence North 89°56'42" East 134.70 feet; thence North 00°01'12" East 16.00 feet to the point of beginning. (14-34-276-111)

Also:

Beginning at a point which is North 00°01'12" East 272.00 feet and West 33.00 feet from the East Quarter Comer of Section 34, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 709.66 feet; thence North 387.27 feet; for the beginning of this description; thence North 89°56'42" East 575.10 feet; thence South 00°01'12" West 16.00 feet; thence South 89°56'42" West 575.10 feet more or less to a point 16.00 feet due South of beginning; thence North 16.00 feet to the point of beginning. (14-34-276-108)

IN WITNESS WHEREOF, West Valley City has executed this Release effective as of this ____ day of _____, 2020.

West Valley City, a municipal corporation of the State of Utah

Ron Bigelow, Mayor

State of _____)
:ss
County of _____)

On this _____ day of _____, 2020, personally appeared before me **Ron Bigelow**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that he is the **Mayor of West Valley City, a Utah municipal corporation of the State of Utah**, and that this document was signed by him in behalf of said municipal corporation by authority of a Resolution of the West Valley City Council.

Notary Public



3785 S

6515 W

6470 W

6400 W

6350 W

Recreation Space and Landscaping

- Replace the term “Open Space” with “Recreation Space”
- Define Recreation Space to include:
 - Outdoor space shared in common by residents of a residential development for passive and active recreation. Examples include terraces, courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.
 - Indoor space shared in common by residents of a residential development for passive and active recreation. Examples include fitness rooms, libraries, computer labs, swimming pools, hot tubs, sports courts, lobbies, clubhouses, social rooms, classroom space, community centers, recreation centers, community game rooms and theater rooms.
 - Private outdoor space provided only for the use of the residents of the dwelling unit to which it is attached. Examples include rear yards, front porches, patios, balconies, decks and roof decks.

Recreation Space and Landscaping

- Define Recreation Space to exclude:
 - public right-of-way
 - private curb, gutter and roadway improvements
 - parking and maneuvering areas
 - any building roofs that do not cover a porch or that do not have a roof deck that is accessible for recreation use
 - storm water retention areas
 - storm water detention areas where the slope exceeds 30% and the depth exceeds 2' from surrounding areas

Recreation Space and Landscaping

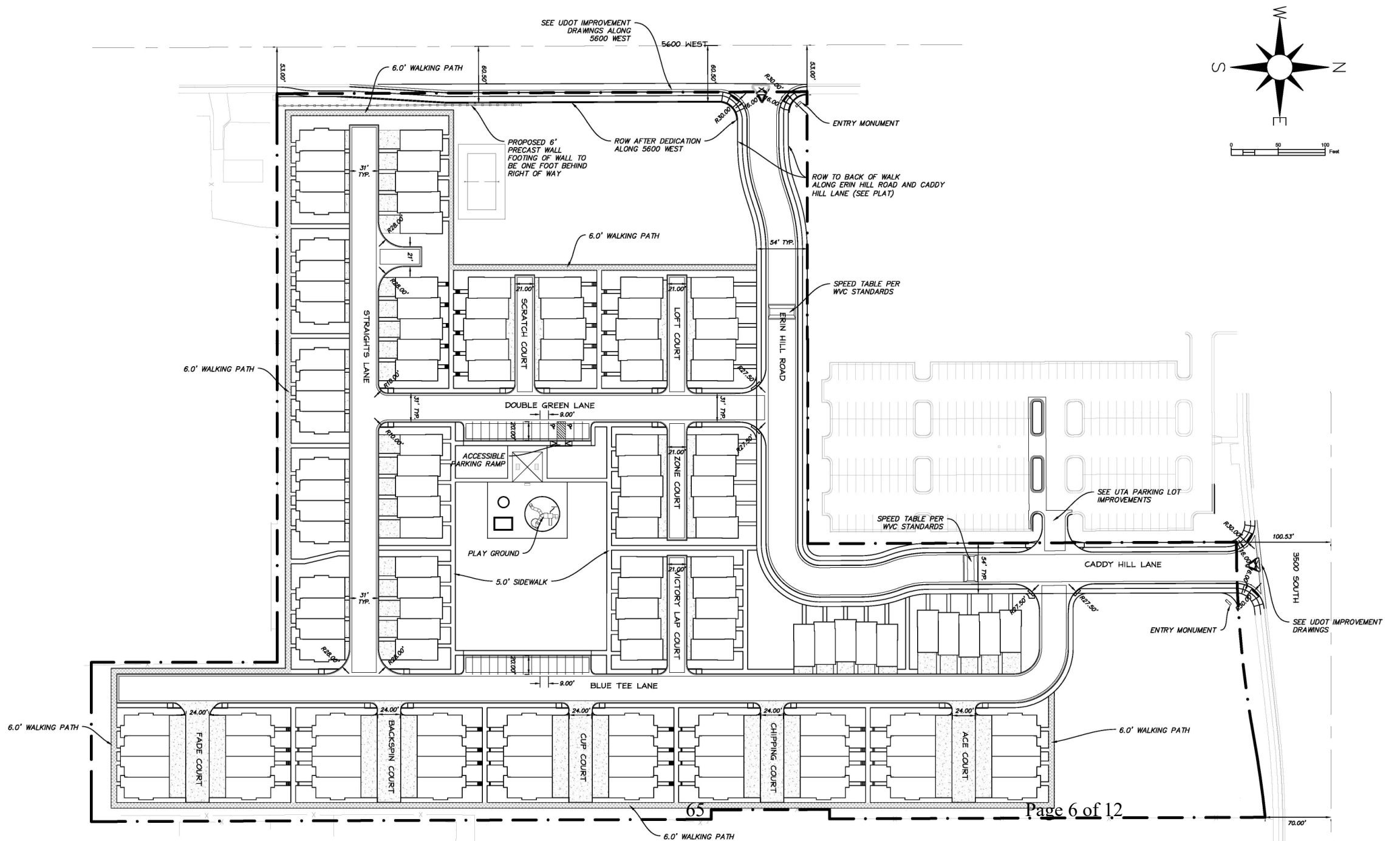
- Maintain the definition of Landscaping as “the improvement of property through the addition of plants and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, and vegetative or nonvegetative permeable groundcover.”

Recreation Space and Landscaping

Standard	Up to 20 Units/Acre	20 to 30 Units/Acre	Over 30 Units/Acre
Minimum Total Recreation Space* and Landscaping (Percent of Total Site Area)	50%	40%	40%
Minimum Landscaping Percentage (Percent of Total Site Area)	25%	25%	10%
*Recreation Space that is Landscaping shall not be double counted.			

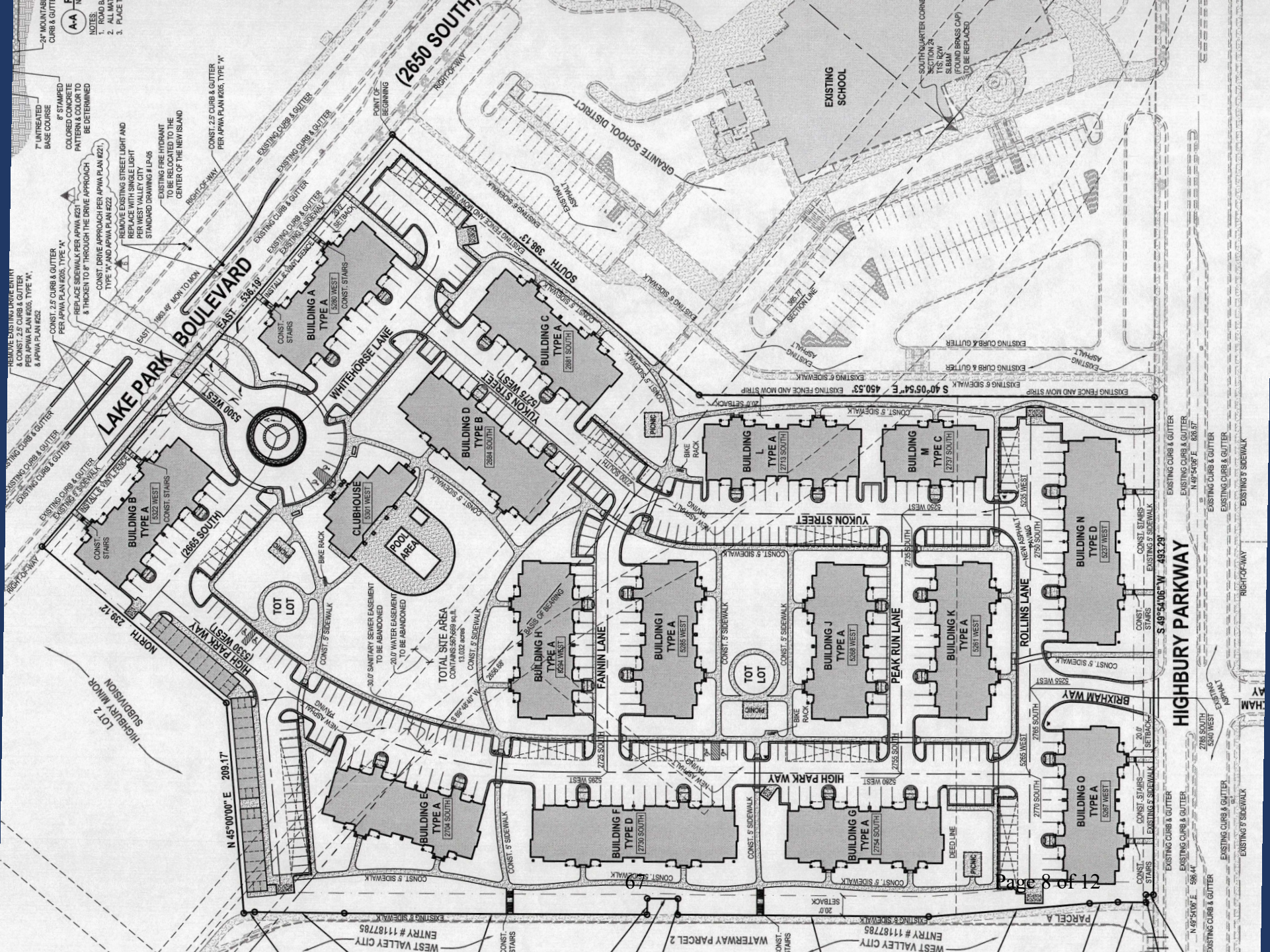
Examples – Erin Hills Townhomes

- Total Project Area: 12 acres
- Total Number of Units: 130
- Density: 10.8 Units/Acre
- Landscaping: 27.7%
- Recreation Space and Landscaping: 52.3%
 - Common areas including tot lot, sports court, pavilion and landscaped areas and private outdoor spaces including patios, decks and roof decks



Examples – Pinnacle at Highbury Apartments

- Total Project Area: 13 acres
- Total Number of Units: 290
- Density: 22.3 Units/Acre
- Landscaping: 34.3%
- Recreation Space and Landscaping: 43.3%
 - Common areas including pool, tot lot, clubhouse and landscaped areas and private balconies and patios



Examples – Residences at Fairbourne Station Phase 2

- Total Project Area: 2.9 acres
- Total Number of Units: 201
- Density: 69.9 Units/Acre
- Landscaping: 11.9%
- Recreation Space and Landscaping: 56.1%
 - Common areas including lower court, upper terrace, roof deck, recreation center, community center and landscaped areas and private balconies and patios

3030 WEST STREET



CLUB HOUSE / LEASE OFFICE -
SEE SHEET "A5.1"

Planned Unit Development Definition

Planned Unit Development means an integrated design for development of residential, commercial or industrial uses, ~~or combination of such uses~~, in which one or more of the regulations, other than use regulations, of the district in which the development is to be situated, is waived or varied to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements as specified in this Title. In exchange for design flexibility, ~~A~~ a planned unit development ~~may~~ be shall include:

- a. ~~The development of compatible land uses arranged in such a way as to provide desirable living environments that may include private and common open~~ Recreation Spaces and/or common Landscaping for recreation, circulation and/or aesthetic uses; and
- b. ~~The conservation or development of desirable amenities for residential uses,~~ Amenities not otherwise possible by typical development standards.; ~~and~~
- c. ~~The creation of areas for multiple use that are of benefit to the neighborhood.~~

Planned Unit Development Definition

Planned Unit Development means an integrated design for development of residential, commercial or industrial uses in which one or more of the regulations, other than use regulations, of the district in which the development is to be situated, is waived or varied to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements as specified in this Title. In exchange for design flexibility, a planned unit development shall include:

- a. common Recreation Spaces and/or common Landscaping and
- b. for residential uses, Amenities not otherwise possible by typical development standards.

October 22, 2020

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

October 2020

Oct 26- Nov 2, 2020	General Election, West Valley City Hall- Early Polling Location
October 30, 2020 <i>Friday</i>	Tricked & Treated, 6-8 PM; Centennial Park, East Pavilion 5405 West 3100 South
October 31, 2020 <i>Saturday</i>	WVCFFC Hours are 5:30 AM – 6 PM (Pools close at 5 PM)
October 31, 2020 <i>Saturday</i>	Walmart Market Event, 11 AM to 5 PM; Walmart Parking Lot, 3180 South 5600 West

November 2020

November 3, 2020 <i>Tuesday</i>	NO COUNCIL MEETINGS- ELECTION DAY
November 3, 2020 <i>Tuesday</i>	General Election, West Valley City Hall- Polling Location
November 11, 2020 <i>Wednesday</i>	Veteran’s Day – City Offices Closed

November 11, 2020 <i>Wednesday</i>	WVC Veteran's Day Event, 6 PM; UCCC, 1355 W 3100 S
November 11, 2020 <i>Wednesday</i>	Chat with the Chief, 6 PM; Facebook Live
November 16, 2020 <i>Monday</i>	Winter Scenes and Holiday Dreams (11/16-12/31); UCCC, 1355 W 3500 S
November 18, 2020 <i>Wednesday</i>	Winter Market Exhibition (11/18-12/31); UCCC, 1355 W 3100 S
November 21, 2020 <i>Saturday</i>	WVCFFC Ugly Sweater 5K Fun Run, 9 AM; Virtual
November 26, 2020 <i>Thursday</i>	Thanksgiving – City Offices Closed
November 26, 2020 <i>Thursday</i>	WVCFFC Hours are 7 AM – 12 PM (Pools close at 11 AM)
November 27, 2020 <i>Friday</i>	Trees of Diversity Exhibit (11/27-12/31); UCCC, 1355 W 3100 S

December 2020

December 6, 2020 <i>Sunday</i>	Jeff Dunham, 3 PM; Maverik Center, 3200 Decker Lake Drive
December 7, 2020 <i>Monday</i>	Winter Concert Series – Beehive Statesmen; UCCC, 1355 W 3100 S
December 7, 2020 <i>Monday</i>	WVCFFC Christmas Tree Lighting and Walk with Santa, 6:30 PM; WVCFFC, 5415 W 3100 S
December 12, 2020 <i>Saturday</i>	Breakfast with Santa; WVCFFC, 5415 W 3100 S
December 14, 2020	Winter Concert Series – West Valley Symphony of Utah;

Monday UCCC, 1355 W 3100 S

December 21, 2020
Monday Winter Concert Series – Bonnie Harris and the Valley Jazz;
UCCC, 1355 W 3100 S

December 24, 2020
Thursday Christmas Eve – City Offices Closed

December 25, 2020
Friday Christmas Day – City Offices Closed

May 2021

May 9, 2021
Sunday Mother's Day Brunch, 10 AM to 1 PM; Stonebridge
Golf Course, 4415 Links Drive

May 15, 2021
Thursday Lauren Daigle, 7:30 PM; Maverik Center, 3200 Decker
Lake Drive

May 20, 2021
Thursday James Taylor & His All-Star Band, 7:30 PM; Maverik
Center, 3200 Decker Lake Drive

June 2021

June 15, 2021
Tuesday Chicago, 6:30 PM; USANA, 5150 Upper Ridge Road

June 24, 2021
Thursday Chris Stapleton, 7 PM; USANA, 5150 Upper Ridge Road

June 29, 2021
Tuesday Santana w/ Earth, Wind, & Fire, 7 PM; USANA, 5150
Upper Ridge Road

July 2021

July 10, 2021
Saturday Lindsey Stirling, 7 PM; USANA, 5150 Upper Ridge Road

July 22, 2021
Thursday Thomas Rhett & Cole Swindell, 7:30 PM; USANA, 5150
Upper Ridge Road

July 23, 2021
Friday Maroon 5, 7 PM; USANA, 5150 Upper Ridge Road

July 27, 2021
Tuesday Goo Goo Dolls, 7 PM; USANA, 5150 Upper Ridge Road

July 29, 2021
Thursday Halsey, 7 PM; USANA, 5150 Upper Ridge Road

August 2021

August 5, 2021
Thursday Backstreet Boys, 7:30 PM; USANA, 5150 Upper Ridge Road

August 8, 2021
Sunday Alanis Morissette, 7 PM; USANA, 5150 Upper Ridge Road

August 31, 2021
Tuesday Disturbed, 7 PM; USANA, 5150 Upper Ridge Road

September 2021

September 8, 2021
Wednesday Megadeth & Lamb of God, 6 PM; USANA 5150 Upper Ridge Road

September 18, 2021
Saturday Matchbox Twenty, 7:30 PM; USANA, 5150 Upper Ridge Road

September 22, 2021
Wednesday KISS, 7:30 PM; USANA, 5150 Upper Ridge Road

September 29, 2021
Wednesday Doobie Brothers, 7:00 PM; USANA, 5150 Upper Ridge Road