The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, August 17, 2021, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or 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. August 10, 2021

4. Review Agendas for Regular City Council Meeting and Special Redevelopment Agency Meeting of August 17, 2021

   A. Regular Meeting Agenda

   B. Special RDA Meeting Agenda

5. Public Hearings Scheduled For August 24, 2021

   A. Accept Public Input Regarding Application GPZ-13-2021, Filed by Brian Pitcher, Requesting a General Plan Change from Low Density Residential (3 to 4 Units/Acre) to Light Manufacturing and a Zone Change from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to M (Manufacturing) for Property

- 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.

Located at 4312 South 4000 West and 4270 South 4060 West

Action: Consider Ordinance 21-51, Amend the General Plan from Low Density Residential (3 to 4 Units/Acre) to Light Manufacturing for Property Located at 4312 South 4000 West and 4270 South 4060 West

Action: Consider Ordinance 21-52, Amend the Zoning Map to Show a Change of Zone for Property Located at 4312 South 4000 West and 4270 South 4060 West from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to M (Manufacturing)

Action: Consider Resolution 21-152, Authorize the City to Enter into a Development Agreement With Ventnor Avenue, LLC for Approximately 1.81 Acres of Property Located at Approximately 4312 South 4000 West and 4270 South 4060 West

6. Resolutions:

A. 21-153: Approve a Memorandum of Understanding and Agreement Between the City and the Utah Association of Counties for Collection Services

B. 21-154: Approve a Memorandum of Understanding Between the City and the State of Utah Division of Finance for Collection Services

C. 21-155: Authorize the City to Enter into a Mutual Aid Agreement for Emergency Fire and Medical Services

D. 21-156: Approve a Real Estate Purchase Agreement with the Utah State Division of Facilities and Construction Management for Property Located at 3636 Constitution Boulevard

E. 21-157: Authorize the Execution of a Reimbursement Agreement Between West Valley City and Granger-Hunter Improvement District for Certain Wastewater

Improvements

7. Consent Agenda Scheduled for August 24, 2021

   A. Reso 21-158: Authorize the City to Enter Into a Real Estate Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Ramon Cortes and Araceli Gayosso for Property Located at 5101 West Eagle Wood Drive

8. New Business Scheduled for August 24, 2021

   A. Convene as Board of Canvassers for the Municipal Primary Election Held August 10, 2021

      Consider Resolution 21-159, Accept and Approve the Results of the Municipal Primary Election Held August 10, 2021 as Shown on the Canvass Report

9. Communications:

   A. ChamberWest Update (15 min)

   B. Council Calendar

10. New Business:

   A. Potential Future Agenda Items

   B. Council Reports

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – AUGUST 10, 2021
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, AUGUST 10, 2021 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1 *(electronically)*
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3 *(electronically)*

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/General Counsel
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director *(electronically)*
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
John Flores, HR Director
Sam Johnson, Strategic Communications Director
Jason Erekson, Parks and Recreation Department
Steve Lehman, CED *(electronically)*

APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 27, 2021
The Council considered the Minutes of the Study Meeting held July 27, 2021. There were no changes, corrections or deletions.

DRAFT

Councilmember Christensen moved to approve the Minutes of the Study Meeting held July 27, 2021. Councilmember Buhler seconded the motion.

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF AUGUST 10, 2021

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 meeting scheduled later this night.

PUBLIC HEARINGS SCHEDULED FOR AUGUST 17, 2021

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION S-2-2021, FILED BY SHAUN JOHNSON, REQUESTING FINAL PLAT APPROVAL FOR WESTON FIELDS SUBDIVISION- PHASE 1, LOCATED AT 6840 WEST 4100 SOUTH**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled August 17, 2021, in order for the City Council to hear and consider public comments regarding application S-2-2021, filed by Shaun Johnson, requesting Final Plat Approval for Weston Fields Subdivision- Phase 1, located at 6840 West 4100 South.

Proposed Ordinance 21-50 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 21-50, APPROVE THE AMENDMENT OF LOTS 309-312 OF THE BROOKFIELD PHASE 3 SUBDIVISION AND LOT 1107 OF THE BROOKFIELD PHASE 11 SUBDIVISION

Steve Lehman, CED, discussed proposed Ordinance 21-50 that would approve the amendment of lots 309-312 of the Brookfield Phase 3 Subdivision and lot 1107 of the Brookfield Phase 11 Subdivision.

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

> Shaun Johnson, is requesting final approval for phase 1 of the Weston Fields Subdivision. The subdivision will also amend lots 309-312 of the Brookfield Phase 3 Subdivision and lot 1107 of the Brookfield Phase 11 Subdivision.
>
> The subdivision consists of 20 lots on 6.4 acres. This equates to an overall density of 3.1 units per acre. Lot sizes range from 8,000 square feet to

11,118 square feet. The average lot size has been calculated at 8,775 square feet.

The subdivision is amending certain lots in the Brookfield Subdivision to the east. The reason these lots are being incorporated into the subdivision is to resolve boundary issues regarding the existing fence. Rather than remove fences that have been in place for over 30 years, the developer is willing to give up a few feet of property so the existing fences can stay.

Access to the subdivision will be gained from an existing street in the Brookfield Subdivision to the east. For the first phase, the subdivision is planned to only have 20 lots. The proposed subdivision will provide additional access points to the west for future development. Dedication and improvements along 4100 South will also be required as part of the subdivision.

The proposed subdivision is located in the outer ring of the overpressure zone. City ordinance will require that certain construction standards, specifically special windows be installed on all new dwellings. This condition will be addressed with the building permit for all single-family dwellings.

Councilmember Buhler verified that there are no exceptions being asked and this is an administrative decision. Steve replied yes.

The City Council will consider Ordinance 21-50 at the Regular Council Meeting scheduled August 17, 2021 at 6:30 P.M.

RESOLUTION 21-142: AUTHORIZE THE ISSUANCE AND SALE OF NOT MORE THAN $15,500,000 AGGREGATE PRINCIPAL AMOUNT OF ROAD REVENUE BONDS, SERIES 2021 AND AUTHORIZE THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

Laura Lewis, Lewis and Young, presented proposed Resolution 21-142 that would authorize the issuance and sale of not more than $15,500,000 Aggregate Principal Amount of Road Revenue Bonds, Series 2021 and Authorize the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution.

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

This bond is needed to finance improvements to designated roads projects within

the city and to cover related financing costs. The bond will be in the aggregate principal amount of not to exceed $15,500,000. The Series 2021 Bonds shall mature in not more than sixteen (16) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five and one-half percent (5.50%) per annum. The bonds debt service is intended to be paid for with funds received from the State Roads Funds allocation of $1,100,000 per year until paid in full.

Councilmember Buhler asked what happens to the money budgeted by the City for the payments. Jim replied that the State will provide the City the money and the money will then be paid to the bond. Councilmember Buhler verified that there are specific projects these funds can be spent on. Wayne replied yes. Councilmember Buhler asked if a list is being compiled of projects. Wayne replied yes.

The City Council will consider Resolution 21-142 at the Regular Council Meeting scheduled August 17, 2021 at 6:30 P.M.

RESOLUTION 21-143: AWARD A CONTRACT TO ENTELEN CONSTRUCTION FOR THE CONSTRUCTION OF THE GRASMERE PARK PROJECT

Jason Erekson, Parks and Recreation, presented proposed Resolution 21-143 that would award a contract to Entelen Construction for the construction of the Grasmere Park Project.

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

Grasmere Park is located at 3876 South Grasmere Lane. It is 1.00 acre of land that is currently a vacant lot. This project will construct a complete park, including: playground, pavilion, picnic tables, benches, walking path, exercise equipment, trees, shrubs, drinking fountain, and an open grass area. Through online surveys residents of the area have been involved in the project from the naming of the park to desired features.

Bids for construction were solicited and five bidders responded:

Van Con Inc –	$591,926.85
J. Lyne Roberts and Sons Inc -	$679,937.00
Wasatch West -	$759,723.00
Entelen -	$535,128.00
S & L Inc. -	$795,000.00

Entelen was selected as the lowest responsible bidder. Construction will begin before September.

Councilmember Nordfelt asked what kind of experience the City has with Entelen. Jason replied that they built the Parks and Public Works building but have not constructed a park in the City. Councilmember Buhler asked what the timeline is. Jason replied that they hope to begin construction as soon as possible and will be completed within 90 days weather permitting.

The City Council will consider Resolution 21-143 at the Regular Council Meeting scheduled August 17, 2021 at 6:30 P.M.

RESOLUTION 21-144: APPROVE THE PURCHASE OF GARBAGE CANS FROM WASTEQUIP

Dan Johnson, Public Works Director, presented proposed Resolution 21-144 that would approve the purchase of garbage cans from Wastequip.

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

> The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans, additional can requests and the replacement of damaged cans.
>
> The pricing is based upon a bid awarded to other governmental entities and the containers are procured through OMNIA Partners a national purchasing organization. The bids obtained through this organization enable the city to benefit from very competitively priced bids from another government agency, satisfying the city's procurement requirements.
>
> This resolution authorizes the purchase of 1,908 garbage containers. Due to expected long delivery periods there are two versions of the garbage cans being ordered. The Sanitation Division normally purchases cans in smaller numbers at various times during the year. Due to anticipated price increases more cans are being purchased earlier at the current price levels.

Councilmember Buhler verified that there would be sufficient storage. Dan replied yes. Councilmember Buhler asked if the cans are thrown away after they are damaged. Dan replied yes. Councilmember Huynh asked if the cans are purchased from the same company. Dan replied the cans are purchased from a national government co-op where the lowest bids are provided to the City.

The City Council will consider Resolution 21-144 at the Regular Council Meeting

scheduled August 17, 2021 at 6:30 P.M.

RESOLUTION 21-145: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR CERTAIN MAINTENANCE SERVICES ON 7200 WEST

Dan Johnson, Public Works Director, presented proposed Resolution 21-145 that would authorize the execution of an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for certain maintenance services on 7200 West.

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

> 7200 West is a shared road between Magna Metro Township and West Valley City.
>
> 7200 West pavement needs preventative maintenance to prolong the pavement life and improve the driving surface. Magna Metro Township has contracted with Salt Lake County Public Works to perform a chip seal of the existing pavement.
>
> A chip seal consists of the spray application of a thin sheet of asphalt emulsion, into which a uniform layer of small rocks or chips is placed and rolled to embed the chips. A flush coat of asphalt emulsion is applied to lock down any loose chips along with the placement of a fine sand to absorb and excess asphalt emulsion. This treatment is being applied to preserve pavement on higher volume roads. The chip seal will help protect the oil in the existing pavement from oxidation due to water and sunlight, in addition to providing skid resistance.
>
> The West Valley City Public Works Department concurs with Magna Metro Township's determination that a chip seal would be an appropriate pavement preservation treatment and recommends that the City contract with Salt Lake County to seal the entire road at the same time.

The City Council will consider Resolution 21-145 at the Regular Council Meeting scheduled August 17, 2021 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR AUGUST 17, 2021

A. **RESOLUTION 21-146: AUTHORIZE THE CITY TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY AT 3661 SOUTH HAWKEYE STREET**

Mayor Bigelow discussed proposed Resolution 21-146 that would authorize the City to accept a Temporary Construction Easement for property at 3661 South Hawkeye Street.

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

> The Hawkeye, a Series of Tobler Investment Properties parcel located at 3661 S. Hawkeye Street is one of three properties which will be affected by the Hawkeye Street Connection Project. This project will include the construction of approximately 77 lineal feet of curb, gutter sidewalk on both sides of the street, together with asphalt paving to make the connection between Hawkeye Street in the Western Acres No. 2 Subdivision and Hawkeye Street in Bridlevale at Wallace Farms Phase 3. This project was originally planned for construction in 2018, however the project was postponed due to a change in ownership of the property for the west half of the road. This Grant of Temporary Construction Easement replaces the Grant of Temporary Construction Easement signed by the property owner in December of 2017, which has expired.

B. **RESOLUTION 21-147: APPROVE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND YONNI HINOJO FOR IMPROVEMENTS REALTED TO THE HAWKEYE STREET CONNECTION PROJECT**

Mayor Bigelow discussed proposed Resolution 21-147 that would approve a Reimbursement Agreement between the City and Yonni Hinojo for improvements related to the Hawkeye Street Connection Project

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

> The Yonni Hinojo parcel located at 3658 S. Hawkeye Street is one of three properties which will be affected by the Hawkeye Street Connection Project. This project will include the construction of approximately 77 lineal feet of curb, gutter sidewalk on both sides of the street, together with asphalt paving to make the connection between Hawkeye Street in the Western Acres No. 2 Subdivision and Hawkeye Street in Bridlevale at Wallace Farms Phase 3. The property owners prior to Mr. Hinojo created an illegal subdivision to sell the parcel and existing home on the east side of the future Hawkeye Street connection. Had the parcels been properly subdivided, the owners would have been required to record a two lot subdivision dedicating the connection of Haweye Street. The owners would have also been required to construct the full width of the road connection. Mr. Hinojo will complete and record the plat for the proposed Hunter Creek Subdivision and is responsible for the cost of improvements on the west half of the road and will reimburse the city $28,000.00 prior to issuance of a building permit for his lot on the west side of the road.

The Western Acres Subdivisions north of the proposed Hawkeye Street connection has 76 lots with a single point of access, which is not an ideal situation for utility, water, and sewer maintenance or for access by emergency services vehicles. This connection will resolve that deficiency.

C. **RESOLUTION 21-148: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE TEDDIE IRELAND FAMILY TRUST FOR PROPERTY LOCATED AT 3649 SOUTH HAWKEYE STREET**

Mayor Bigelow discussed proposed Resolution 21-148 that would authorize the City to enter into an Easement Purchase Agreement and accept a Temporary Construction Easement with and from the Teddie Ireland Family Trust for Property Located at 3649 South Hawkeye Street.

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

> The Teddie Ireland Family Trust parcel located at 3649 S. Hawkeye Street is one of three properties which will be affected by the Hawkeye Street Connection Project. This project will include the construction of approximately 77 lineal feet of curb, gutter sidewalk on both sides of the street, together with asphalt paving to make the connection between Hawkeye Street in the Western Acres No. 2 Subdivision and Hawkeye Street in Bridlevale at Wallace Farms Phase 3. This project was will also replace approximately 25 lineal feet of existing sidewalk abutting the Teddie Ireland Family Trust property in order to better match the new sidewalk grades to be constructed on the adjoining property to the south. Compensation for the Grant of Temporary Construction Easement is $200.00.

D. **RESOLUTION 21-149: AUTHORIZE THE CITY TO ENTER INTO A RIGHT-OF-WAY PURCHASE AGREEMENT AND ACCEPT A SPECIAL WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH AND FROM ICO MULTIFAMILY HOLDINGS, LLC**

Mayor Bigelow discussed proposed Resolution 21-149 that would authorize the City to enter into a Right-of-Way Purchase Agreement and Accept a Special Warranty Deed and a Temporary Construction Easement Agreement With and From ICO Multifamily Holdings, LLC.

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

> These portions of the ICO Multi Family Holdings, LLC parcel is being acquired as part of the 2550 South and South Frontage Road Extension Project, scheduled to be constructed in 2021. This project will extend Beagley Road eastward to 5900 West and 5900 West will be constructed from Beagley Road north to the intersection of 2400 South and the recently re-aligned SR-201 South Frontage Road. The acquisition from ICO Multifamily Holdings, LLC includes two parcels of land in fee (18,025 square feet and 933 square feet) totaling 18,958 square feet and a Temporary Construction Easement Agreement. Compensation for the Special Warranty Deed and the Temporary Construction Easement is $168.900.00 based upon the appraisal report prepared by the DH Group, LLC.

E. **RESOLUTION 21-150: AUTHORIZE THE CITY TO ENTER INTO REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM TONY DANH FOR PROPERTY LOCATED AT 5065 WEST EAGLE WOOD DRIVE**

Mayor Bigelow discussed proposed Resolution 21-150 that would authorize the City to enter into a Real Estate Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Tony Danh for Property Located at 5065 West Eagle Wood Drive.

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

> The Tony Danh parcel located at 5065 W. Eagle Wood Drive is one of several parcels affected by the 4700 South Reconstruction Project (4000 West to 5600 West). This project is being constructed in cooperation with Kearns Metro Township. This project will reconstruct the pavement, curb, gutter, sidewalk and decorative street lighting on both sides of 4700 South and 4715 South to improve safety and ride quality of 4700 South and 4715 South. Compensation for the purchase of the Perpetual Easement and a Temporary Construction Easement and improvements is $8,200.00 based upon the Administrative Compensation Estimate prepared by Horrocks Engineering.
>
> The project is being funded under the Surface Transportation Program (STP) with federal funds. Kearns Metro Township executed the Federal Aid Agreement with UDOT. West Valley City has signed an Interlocal

Agreement with Kearns Metro Township. The city is responsible 6.77% of all project costs, including right of way, within West Valley City jurisdictional limits. The total value for the Perpetual Easement and a Temporary Construction Easement is $8,200.00, making the West Valley City share of the acquisition $555.14.

F. **RESOLUTION 21-151: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM CORBYN AND BLAIR ALVEY FOR PROPERTY LOCATED AT 4693 SOUTH SOLANO CIRCLE**

Mayor Bigelow discussed proposed Resolution 21-151 that would authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Corbyn and Blair Alvey for Property Located at 4693 South Solano Circle

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

> The Corbyn T. Alvey and Blair Chellson Alvey parcel located at 4693 S. Solano Circle is one of several parcels affected by the 4700 South Reconstruction Project (4000 West to 5600 West). This project is being constructed in cooperation with Kearns Metro Township. This project will reconstruct the pavement, curb, gutter, sidewalk and decorative street lighting on both sides of 4700 South and 4715 South to improve safety and ride quality of 4700 South and 4715 South. Compensation for the purchase of the Perpetual Easement and a Temporary Construction Easement and improvements is $5,900.00 based upon the Administrative Compensation Estimate prepared by Horrocks Engineering.
>
> The project is being funded under the Surface Transportation Program (STP) with federal funds. Kearns Metro Township executed the Federal Aid Agreement with UDOT. West Valley City has signed an Interlocal Agreement with Kearns Metro Township. The city is responsible 6.77% of all project costs, including right of way, within West Valley City jurisdictional limits. The total value for the Perpetual Easement and a Temporary Construction Easement is $5,900.00, making the West Valley City share of the acquisition $399.43.

Mayor Bigelow asked if there should be a dollar amount cap on consent items. Councilmember Christensen stated that if items encompass the same scope, they should remain on the consent agenda. Councilmember Huynh asked if there is a

cap on the dollar amount currently. Nichole Camac, City Recorder, replied no. Councilmember Buhler stated that items could remain on the consent agenda but the Council can choose to bump them to regular resolutions if they prefer.

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

The City Council will consider Resolutions 21-146 through 21-151 at the Regular Council Meeting scheduled February 9, 2021, at 6:30 P.M

UNFINISHED BUSINESS FROM JULY 13, 2021

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-9-2021, FILED BY RUSSELL PLATT, REQUESTING A GENERAL PLAN CHANGE FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL (12-20 UNITS/ACRE) AND A ZONE CHANGE FROM C-2 (GENERAL COMMERCIAL) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 2351 SOUTH REDWOOD ROAD**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 13, 2021, in order for the City Council to hear and consider public comments regarding application GPZ-9-2021, Filed by Russell Platt, Requesting a General Plan Change from General Commercial to High Density Residential (12-20 Units/Acre) and a Zone Change from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) for Property Located at 2351 South Redwood Road.

Mayor Bigelow noted that this item was continued on July 13, 2021 at the request of the applicant.

Proposed Ordinances 21-43, 21-44 and Resolution 21-112 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 21-43, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL (12 TO 20 UNITS/ACRE) FOR PROPERTY LOCATED AT 2351 SOUTH REDWOOD ROAD

Steve Pastorik, CED Director, discussed proposed Ordinance 21-43 that would amend the General Plan to Show a Change of Land Use from General Commercial to High Density Residential (12 to 20 Units/Acre) for Property Located at 2351 South Redwood Road.

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

> The applicant is proposing a 24-unit, 2 to 3-story townhome development. The proposed density of the project is 13.3 units/acre. Each unit would have a two-car garage and 14 of the units would have a driveway large enough to park two vehicles in. The proposed unit sizes range from 1,763 to 2,117 sq. ft. and all units would include rooftop decks. The attached concept plan and application materials from the applicant provide details on and support for the proposed project.
>
> While the property is eligible for RM zoning, the City Council may still deny requests for RM zoning.

ACTION: ORDINANCE NO. 21-44, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2351 SOUTH REDWOOD ROAD FROM C-2 (GENERAL COMMERCIAL) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL)

Steve Pastorik, CED Director, discussed proposed Ordinance 21-44 that would amend the Zoning Map to show a change of Zone for property located at 2351 South Redwood Road from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential).

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

> The applicant is proposing a 24-unit, 2 to 3-story townhome development. The proposed density of the project is 13.3 units/acre. Each unit would have a two-car garage and 14 of the units would have a driveway large enough to park two vehicles in. The proposed unit sizes range from 1,763 to 2,117 sq. ft. and all units would include rooftop decks. The attached concept plan and application materials from the applicant provide details on and support for the proposed project.
>
> While the property is eligible for RM zoning, the City Council may still deny requests for RM zoning.

ACTION: RESOLUTION NO. 21-112, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRUONG PROPERTIES, LLC FOR APPROXIMATELY 1.81 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2351 SOUTH REDWOOD ROAD

Steve Pastorik, CED Director, discussed proposed Resolution 21-112 that would authorize the City to enter into a Development Agreement with Truong Properties, LLC for Approximately 1.81 Acres of Property Located at Approximately 2351 South Redwood Road.

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

> Russell Platt has submitted a General Plan/zone change application (GPZ-9-2021) on 1.81 acres to change the zoning from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) and to change the General Plan from General Commercial to High Density Residential (12 to 20 units/acre). The Planning Commission recommended approval of the General Plan/zone change subject to a development agreement.
>
> The proposed development agreement addresses the following topics:
>
> - Maximum number of units
> - Minimum unit sizes
> - Architecture
> - Amenities
> - Parking
> - Setbacks
> - Multi-unit residential design standards from City Code

Councilmember Lang stated that the issue paper lists different square footages. Steve replied that the proposed square footages exceed what is proposed in the Development Agreement. Councilmember Lang and Councilmember Buhler requested that these numbers be changed in the Development Agreement. Councilmember Lang asked about parking percentages. Steve replied that the numbers can be changed in the Development Agreement to reflect the proposed standards.

The City Council will consider Ordinances 21-43 and 21-44 and Resolution 21-112 at the Regular Council Meeting scheduled August 17, 2021 at 6:30 P.M.

COMMUNICATIONS

A. HEALTHY WEST VALLEY FOLLOW-UP DISCUSSION

Wayne Pyle, City Manager, indicated that there is no additional information to be provided but noted that the Council asked to have further discussion on establishing the Healthy West Valley Committee as a City Committee.

Councilmember Christensen stated that he invited Healthy West Valley members to view and will do so again when Councilmember Fitisemanu could attend. He indicated that he attended the Committee meeting this afternoon. Councilmember Christensen noted that there are national and federal committees that the West Valley committee can participate in. He indicated that educating and assisting the youth in a community is an important aspect to target.

Mayor Bigelow stated that the committee should have a direct relationship with the City, a Councilmember involved, and a volunteer base to be sustainable. Councilmember Christensen stated that many members of the Healthy West Valley Committee are local or have direct ties to West Valley City. Mayor Bigelow stated that an ad-hoc committee seems to be the best place to start.

The Mayor and Council had no further questions or concerns.

B. COUNCIL CALENDAR

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

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Huynh stated that he is concerned about two properties on Redwood Road. He indicated that he is concerned about strip malls not being allowed to be constructed. Councilmember Huynh indicated that homes can't be built on these parcels due to UDOT and he is concerned about yard sales occurring. Councilmember Buhler stated that the City cannot tell a property owner what to do with their parcels. Councilmember Huynh stated that the acreage does not allow for a strip mall and houses cannot be built so he feels the ordinance needs to be changed. Councilmember Buhler stated that the property owner needs to bring the issue to the Council. Councilmember Lang asked if Councilmember Huynh would like to change the ordinance to allow for strip malls to be located on smaller properties. Councilmember Lang asked if staff could provide research on why the ordinance was changed originally. Wayne replied yes.

Councilmember Huynh stated that he is concerned about loud music in Chesterfield and throughout the City. Councilmember Christensen stated that the Police Department is aware of the issue and is doing everything they can to be proactive and ticket. Councilmember Huynh stated that the issue still occurs and something

needs to be done. Wayne replied that he is unsure of what else can be done and noted that it is a societal issue. Councilmember Buhler asked what the fine structure is. Wayne replied that he would gather this information. Councilmember Huynh suggested increasing the fine per property. Wayne replied that the problem moves along but the City is addressing every instance as they are able. Councilmember Huynh stated that he feels nothing is being done. Mayor Bigelow stated that a societal issue is something hard to correct like shoplifting, speeding, etc.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN- ASSOCIATION OF MUNCIPAL COUNCILS

Councilmember Christensen stated that he attended the Association of Municipal Councils meeting where affordable housing was discussed. The Mayor and Council discussed affordable housing, market trends, and the responsibility of the government.

MAYOR BIGELOW- CHAMBERWEST

Mayor Bigelow indicated that ChamberWest is supporting legislation related to an increase in catalytic convertor theft.

C. REVIEW AGENDA FOR SPECIAL REDEVELOPMENT AGENCY MEETING SCHEDULED AUGUST 17, 2021

RESOLUTION 21-08: AUTHORIZE THE RENEWAL OF THE HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF UTAH

Wayne Pyle, City Manager, presented proposed Resolution 21-08 that would authorize the renewal of the Hometown Scholars Contribution Agreement with the University of Utah.

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

> As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the fifth year of the Opportunity Scholars-RDA partnership.

This year the My Hometown Scholarship program assisted 44 West Valley City University Students. There have been 17 students graduate from the program with an additional 15 scheduled to graduate this year. This scholarship program is widely advertised and promoted at all of the City's High Schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well. To this end, since its inception, 25 students have been involved in internships with various businesses in the City as well.

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2021. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity Scholars has a 93% graduation rate for those in its program. Opportunity Scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

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

The Redevelopment Agency will consider RDA Resolution 21-08 at the Special Redevelopment Agency Meeting scheduled August 17, 2021, at 6:30 P.M.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY AUGUST 10, 2021 WAS ADJOURNED AT 5:56 PM BY MAYOR BIGELOW.

DRAFT

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, August l0, 2021.

_____
Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, August 17, 2021, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings electronically, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on Tuesday, August 17, 2021

A G E N D A

1. Call to Order

2. Roll Call

3. Inside the City Video Series

4. Special Recognitions

5. Approval of Minutes:

   A. August 10, 2021

6. Comment Period:

   (The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. 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

- 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.

period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application S-2-2021, Filed by Shaun Johnson, Requesting Final Plat Approval for Weston Fields Subdivision- Phase 1, Located at 6840 West 4100 South

Action: Consider Ordinance 21-50, Approve the Amendment of Lots 309-312 of the Brookfield Phase 3 Subdivision and Lot 1107 of the Brookfield Phase 11 Subdivision

8. Resolutions:

A. 21-142: Authorize the Issuance and Sale of Not More Than $15,500,000 Aggregate Principal Amount of Road Revenue Bonds, Series 2021 and Authorize the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution

B. 21-143: Award a Contract to Entelen Construction for the Construction of the Grasmere Park Project

C. 21-144: Approve the Purchase of Garbage Cans from Wastequip

D. 21-145: Authorize the Execution of an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for Certain Maintenance Services on 7200 West

E. 21-147: Approve a Reimbursement Agreement Between the City and Yonni Hinojo for Improvements Related to the Hawkeye Street Connection Project

F. 21-149: Authorize the City to Enter into a Right-of-Way Purchase Agreement and Accept a Special Warranty Deed and a Temporary Construction Easement Agreement With and From ICO Multifamily Holdings, LLC

9. Consent Agenda:

A. Reso. 21-146: Authorize the City to Accept a Temporary Construction Easement for Property at 3661 South Hawkeye Street

B. Reso 21-148: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement with and from the Teddie Ireland Family Trust for Property Located at 3649 South Hawkeye Street

C. Reso. 21-150: Authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Tony Danh for Property Located at 5065 West Eagle Wood Drive

D. Reso. 21-151: Authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Perpetual Easement and a Temporary Construction Easement With and From Corbyn and Blair Alvey for Property Located at 4693 South Solano Circle

10. Unfinished Business:

A. Accept Public Input Regarding Application GPZ-9-2021, Filed by Russell Platt, Requesting a General Plan Change from General Commercial to High Density Residential (12-20 Units/Acre) and a Zone Change from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential) for Property Located at 2351 South Redwood Road

Action: Consider Ordinance 21-43, Amend the General Plan to Show a Change of

Land Use from General Commercial to High Density Residential (12 to 20 Units/Acre) for Property Located at 2351 South Redwood Road

Action: Consider Ordinance 21-44, Amend the Zoning Map to Show a Change of Zone for Property Located at 2351 South Redwood Road from C-2 (General Commercial) to RM (Multiple Unit Dwelling Residential)

Action: Consider Resolution 21-112, Authorize the City to Enter into a Development Agreement with Truong Properties, LLC for Approximately 1.81 Acres of Property Located at Approximately 2351 South Redwood Road

11. Motion for Closed Session (if necessary)

12. Adjourn

A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 8/17/2021 at 6:30 PM, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

A G E N D A

1. Call to Order

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. July 6, 2021 (Special Meeting)

5. Resolutions:

   A. 21-08: Authorize the Renewal of the Hometown Scholars Contribution Agreement with the University of Utah

6. Adjourn

- 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.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Benview

Budget Opening Required: ☐

ISSUE:

Application: #GPZ-13-2021
Applicant: Brian Pitcher
Location: 4312 South 4000 West and 4270 South 4060 West
Size: 1.81 acres

SYNOPSIS:

A General Plan change from Low Density Residential (3 to 4 units/acre) to Light Manufacturing and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) to M (Manufacturing).

BACKGROUND:

The subject property includes a triplex, a 12-unit mobile home park, and 12 storage units. According to County Assessor records, the triplex was built in 1950, the mobile home park was built in 1960, and the storage units were built in 1962. Zoning was first adopted in this area in 1965, so no zoning was in place at the time the existing uses were constructed. None of the existing uses conform with the existing R-1-8 zone.

The applicant is requesting the M zone to redevelop the property into storage units, which are referred to as self-storage facilities in the ordinance. The M zone is the only zone that allows self-storage facilities.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, AICP, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 4312 SOUTH 4000 WEST AND 4270 SOUTH 4060 WEST ON 1.81 ACRES.

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

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

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

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-13-2021, filed by Brian Pitcher, and located at 4312 South 4000 West and 4270 South 4060 West within West Valley City, is hereby amended by reclassifying the following described property from Low Density Residential (3 to 4 units/acre) to Light Manufacturing. Said property is more particularly described as follows:

Parcel #s: 21-06-279-017 and 21-06-279-021

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4312 SOUTH 4000 WEST AND 4270 SOUTH 4060 WEST ON 1.81 ACRES FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQ. FT.) TO M (MANUFACTURING)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-13-2021, filed by Brian Pitcher, and located at 4312 South 4000 West and 4270 South 4060 West within West Valley City, is hereby classified from zone R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) to M (Manufacturing), said property more particularly described as follows:

Parcel #s: 21-06-279-017 and 21-06-279-021

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Ventnor Avenue, LLC

SYNOPSIS:

This resolution authorizes a development agreement between the City and Ventnor Avenue, LLC to establish standards for a self-storage facility.

BACKGROUND:

An application (GPZ-13-2021) was submitted by Brian Pitcher on 1.81 acres to change the zoning from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to M (Manufacturing) and to change the General Plan from Low Density Residential (3 to 4 units/acre) to Light Manufacturing. The Planning Commission recommended approval of the General Plan/zone change application subject to a development agreement.

The development agreement includes the following provisions:

- With the exception of the property line along 4000 West, buildings may be placed at the property line. Along 4000 West, the minimum required building setback shall apply.
- The maximum building height at the property line shall be 12'.
- The only use allowed on the property shall be a self-storage facility.

The first provision grants a setback exception and allows the storage buildings to be built along the property lines of adjoining residential properties as has been done on other self-storage projects. The other two provisions are protections for the neighboring residential properties to limit the building height and prevent other M zone uses that could conflict with residential.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, AICP, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH VENTNOR AVENUE, LLC FOR APPROXIMATELY 1.81 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 4312 S 4000 WEST AND 4270 S 4060 W.

WHEREAS, Ventnor Avenue, LLC (herein "Developer") owns real property within the limits of West Valley City, Utah, on which Developer proposes to develop a commercial project (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Ventnor Avenue, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 4312 South 4000 West and 4270 South 4060 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 1.81 acres of real property located at approximately 4312 South 4000 West and 4270 South 4060 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new commercial development (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

TO DEVELOPER:	Ventnor Avenue, LLC Attn : Brian Pitch er 1881 East Somerset Ridge Dr. Draper, UT 84020
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By _____:

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____of Ventnor Avenue, LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 21-06-279-017

BEG N 0°03'40" E 1320 FT & N 89°56'20" W 498 FT FR E 1/4 COROF SEC 6, T 2S, R 1W, S L M; S 51°54'52" E 356.63 FT; S 126.52 FT; W 296.70 FT; N 70 FT; N 70°05'01" E 146.78 F ; N 30°45'11" E 93.62 FT; N 51°36'48" W 233.71 FT; S 89°56'20" E13.69 FT TO BEG. 0.96 ACRES M OR L.

Parcel #: 21-06-279-021

COM 808.5 FT N FR SE COR OF NE 1/4 OF SEC 6, T 2S, R 1W, S LM; N 98.7 FT; N 89°56'20" W 158 FT; N 0°03'40" E 160 FT; S 89°56'20" E 158 FT; N 50 FT; W 238.66 FT; S 51°54'52" E 27.41 FT; S 291.58 FT; E 217.3 FT TO BEG. LESS STREET 0.85 ACRES.

EXHIBIT B

DEVELOPMENT STANDARDS

1. With the exception of the property line along 4000 West, buildings may be placed at the property line. Along 4000 West, the minimum required building setback shall apply.

2. The maximum building height at the property line shall be 12’.

3. The only use allowed on the property shall be a self-storage facility.

Steve Pastorik

From: Linda Bertoch Anderson <lba102150@gmail.com>
Sent: Wednesday, July 28, 2021 1:38 PM
To: Steve Pastorik
Subject: Zone change from low density residential to manufacturing for properties at 4312 S 4000 W and 4270 S 4060 W

Follow Up Flag: Flag for follow up
Flag Status: Flagged

My name is Linda Bertoch Anderson. I own the property at 4342 S 4000 W, 2 properties to the south of the proposed change. The property has been home to 6 generations of Bertoch's. We love our home and land that has been in our family for 116 years. I intend to pass the last little bit of my grandpa's farm down to my children and they intend to pass it to their children. We have the last field on 4000 West. We intend to preserve it. We plead with the council to keep the low density residential status as is. Please do not allow manufacturing or high rises along 4000 W. There is too much traffic as it is. We do not want or need any added pollution or traffic in our area.

Thank you for your time and consideration.

$

Steve Pastorik

From: Jenny Bronson <jenny.bronson@gmail.com>
Sent: Wednesday, July 28, 2021 2:45 PM
To: Steve Pastorik
Subject: Re: Potential zoning changes

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hello Mr. Pastorik,

I am writing you today regarding the considered changing from residential to manufacturing at 4312 S 4000 W and 4270 S 4060 [google.com] in West Valley City. We are a residential neighborhood full of families including children. It would be very dangerous to our community for these two plots of land that are surrounded by homes to be changed to manufacturing. This would destroy our community, put our children's lives in danger, increase traffic on an already busy street, and a potential increase in crime.

With the increase in the housing market costs, influx of families moving to Utah causing the shortage in homes, to take living space and changing it to manufacturing would be irresponsible.

[google.com]

I am requesting that the change be denied to save our neighborhood and the families that have built their lives living here. Manufacturing is not what we want in our neighborhood.

Thank you for your time.

Janeen Bronson

4059 W Basils Way [google.com]

WVC, UT 84120 [google.com]

801-661-3246

GPZ-13-2021
Brian Pitcher
4270 S 4060 W and 4312 S 4000 W General Plan change from low density residential to light industrial and zone change from R-1-8 to M
1.81 acres

Brian Pitcher, the owner of the subject parcels, has submitted a General Plan/zone change application for two parcels totaling 1.81 acres at 4270 S 4060 W and 4312 S 4000 W. The property is currently zoned R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) with a General Plan designation of low density residential (3 to 4 units/acre). The proposed zone is M (manufacturing) and the proposed General Plan designation is light industrial.

The two parcels are surrounded by R-1-8 zoning on all sides. Surrounding land uses include single unit dwellings to the north, single unit dwellings and a mobile home park to the west, a mobile home park to the south, and an auto repair business and single unit dwellings to the east. The subject property includes a triplex, a 12-unit mobile home park, and 12 storage units.

According to County Assessor records, the triplex was built in 1950, the mobile home park was built in 1960, and the storage units were built in 1962. Zoning was first adopted in this area in 1965, so no zoning was in place at the time the existing uses were constructed. None of the existing uses conform with the existing R-1-8 zone.

The applicant is requesting the M zone to redevelop the property into storage units, which are referred to as self-storage facilities in the ordinance. The attached concept plan and application materials from the applicant provide details on and support for the proposed project. To accommodate a concept similar to what the applicant is proposing, a development agreement would be needed to eliminate the required 20’ setback required between buildings in the M zone and adjoining residential uses. The City’s Board of Adjustment has granted variances for several storage unit projects so that the buildings could be built on the property line of adjoining residential properties. Examples of these storage unit projects are located at 1656 W Whitlock Avenue, 4667 S 4800 W, and 5443 S 6055 W. The idea behind these variances was to prevent the creation of spaces that are difficult to maintain and that attract inappropriate activity since they are largely hidden from view.

The large building shown in the concept plan on the west end of the property is problematic in that it does not have appropriate fire access. The applicant is working on an alternative concept plan to address this issue.

Normally, staff would not recommend new M zoning that is surrounded by R-1-8 zoning. However, in this case, staff believes M zoning may be appropriate here for the following

reasons:

- As pointed out by the applicant, the existing uses are run down. The M zone would facilitate redevelopment. Based on the assessed value of existing storage unit projects within the City, the resulting storage unit project would likely double the value of the property.
- Redevelopment of the property into single unit dwellings that would comply with the current zoning is, in staff's opinion, unlikely. This is due to the irregular shape of the property and the high value of the land relative to vacant property that would typically be purchased by a developer to build homes.
- Of the 26 storage unit developments in the City, 14 of them are adjacent to residential. Hence, it is not unusual to have storage units next to residential. A map of the existing storage unit developments within the City is included for reference.
- While the M zone allows for uses that could be problematic next to residential, a development agreement could be used to prohibit all uses except storage units at this location.
- A few years ago, storage units were allowed in the C-2, C-3, LI, and M zones. However, a City initiated ordinance revision adopted by the Council in 2019 limited storage units to the M zone only. In other words, the M zone is now the only option for storage units.
- Given the neighboring residential uses, a conditional use permit would be required for a storage unit project should the zoning be changed.

Staff Alternatives:

1. Approval. This application should be approved subject a development agreement that incorporates the following standards:
    a. Only a self-storage facility shall be allowed on the property.
    b. Assuming fire code standards can be met, storage unit buildings may be built on the property lines adjoining residential uses. All of other ordinance requirements shall be met.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial. Manufacturing zoning should not be placed adjacent to residential uses.

Discussion: Steve Pastorik presented the application. Steve explained that the applicant is requesting the zone be changed to M (manufacturing) because that is the only zone that allows storage units. He explained other uses permitted within the manufacturing zone could be limited through a development agreement. Steve stated that if the zone change is approved, a conditional use permit will be required.

Commissioner Fuller asked about making sure to limit the use and also limit the height. Steve said that is a good point, and we could have that be a

provision of the development agreement.

Steve noted that he had received two emails from residents living in the subject area in opposition to this proposal.

Brian Pitcher, the applicant, stated that he met with the fire department earlier today and developed an access design. He noted that the fire access would restrict the height of the building, allowing for only one floor. Mr. Pitcher explained that there would be a cinder block wall built between the subject property and the auto repair shop. He wants to work with the City and his neighbors to create a fair project for everyone.

Commissioner Fuller asked Mr. Pitcher if he had said the height of the back wall would be about fifteen feet. Mr. Pitcher noted that he believes that is correct. He explained that his architect had proposed a fifteen footwall to the fire chief, and they will make sure to meet the City requirements.

Shannon Webber, a neighbor, addressed the Commission. She said that she favors this project and would like to see a tall storage building developed on the subject property. Mrs. Webber would like to make sure that she can keep her irrigation water and would appreciate the City keeping that water available.

Necia Christensen, a neighbor, explained that she has grown up in this neighborhood and wanted to emphasize how vital irrigation water is. She explained that the irrigation ditch runs under the subject property and will need to be protected during development. Mrs. Christensen gave an example of an irrigation ditch that was removed in the area resulting in thousands of dollars in damage. She stated the residents need the water even more now where there is a drought.

Linda Anderson, a resident, expressed her concern about this proposal to change the zoning of the subject location to manufacturing. She said that she is not in favor of developing a tall structure and would like the building to be kept one level. Mrs. Anderson feels the adjacent residents will not enjoy the view of a storage building developed on the property line. Mrs. Anderson has property on 4000 West that her heirs want to preserve. She stated that she would like the area to be void of manufacturing businesses and increased traffic to keep their current way of life.

Clint Webber lives adjacent to the subject property. He is opposed to this proposal. Mr. Webber stated that there is a space between his property and the mobile homes currently located on the subject property. He explained that people are driving in and out all the time, and he also believes there is potential for unwanted behavior. Mr. Webber stated that moving the mobile homes to abut his property line would eliminate issues with the irrigation and the unwanted traffic.

Steven Cable, a neighbor, wanted to address the concern with irrigation. He explained that there has already been damaged to the irrigation ditch by large trucks driving over it. Mr. Cable would like to see this issue addressed.

Brian, the applicant, started to ask members of the public questions to help ease their concerns.

Commissioner McEwen suggested they get together after the meeting to discuss these issues further.

Steve Pastorik said that he had just received a map from Public Works depicting the irrigation line and the storm drain line. He stated that having more time to return to the Commission with a more detailed concept plan considering the irrigation and storm drain would be beneficial. Commissioner Fuller asked if Steve is looking for a continuance. Steve said that if the Commission is not considering approval of the zone change, a continuance would not be needed. However, if the Commission feels this is a good fit, continuing this proposal would allow time to resolve some of the issues raised at the meeting.

Commissioner Woodruff said that he does not see a better use for this property.

Motion: Commissioner Woodruff moved to approve GPZ-13-2021 subject to a development agreement that incorporates only a self-storage facility will be allowed on this property, all fire code standards can be met and all of the other ordinance requirements shall be met.

Steve stated that the option for the buildings to be on the property line would be an exception and asked if the Commission would like to include that in their motion.

Commissioner Woodruff modified his motion to include that the storage unit buildings may be built on the property lines adjoining residential uses.

Commissioner Fuller asked if they needed to include the height restriction as part of the motion. Steve said it can be added to the motion or it could be addressed as part of the conditional use.

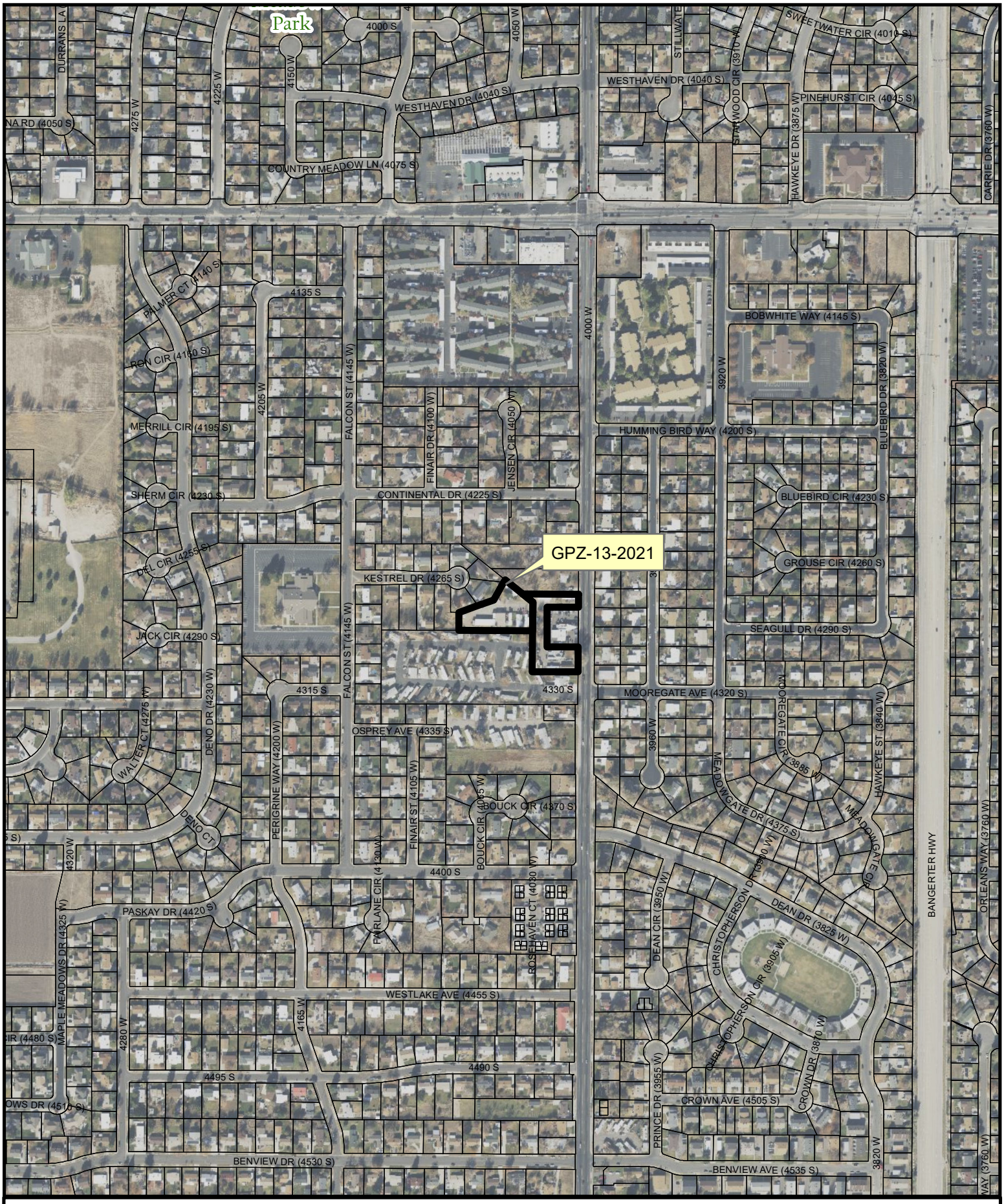
Commissioner Woodruff made a second modification to his motion to include that the walls abutting the adjacent properties will not be taller than 12 feet.

Commissioner Fuller seconded the motion.

Vote: Commissioner McEwen Yes

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Wood	Yes
Commissioner Woodruff	Yes

Unanimously – GPZ-13-2021 - Approved



0 250 500 Feet

GPZ-13-2021
Brian Pitcher
4312 South 4000 West and 4270 South 4060 West

N

GPZ-13-2021

Petition by BRIAN PITCHER requesting a General Plan change from Low Density Residential (3 to 4 units/acre) to Light Manufacturing and a zone change from R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.) to M (Manufacturing). The property is located at 4312 South 4000 West and 4270 South 4060 West on 1.81 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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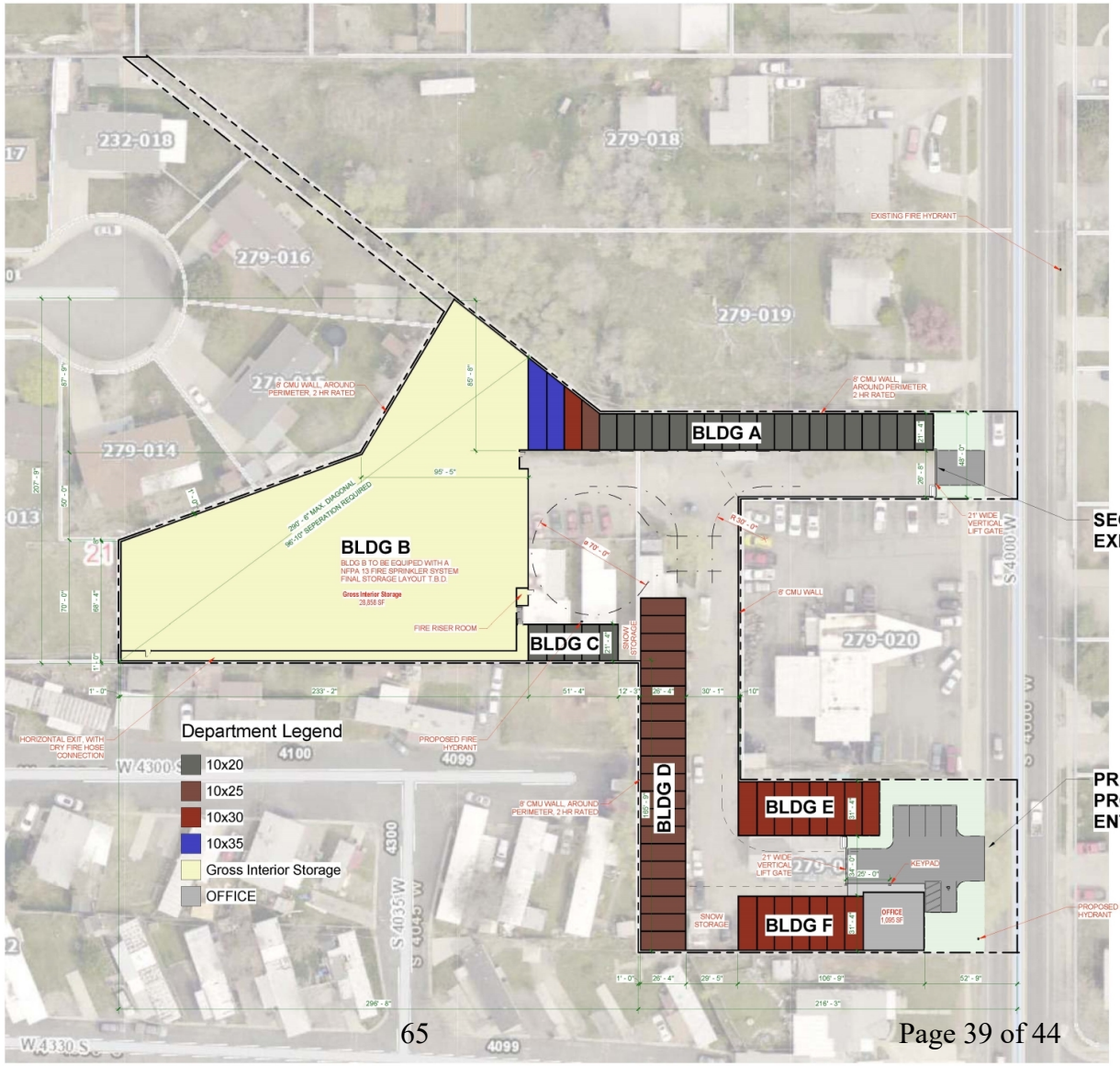
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UNIT MIX

UNIT TYPE	COUNT	% BY # OF UNITS	% BY AREA
10x20	24	38.1%	30.5%
10x25	21	33.3%	33.1%
10x30	16	25.4%	30.7%
10x35	2	3.2%	5.7%
Grand total	63		

BUILDING AREA - COST ESTIMATE

NAME	AREA	$/SF	COST ESTIMATE
BLDG A	5,600 SF		
BLDG B	29,499 SF		
BLDG C	1,102 SF		
BLDG D	5,302 SF		
BLDG E	2,548 SF		
BLDG F	3,420 SF		
	47,471 SF		
TOTAL	47,471 SF		



SECONDARY EXIT (EXIT ONLY)

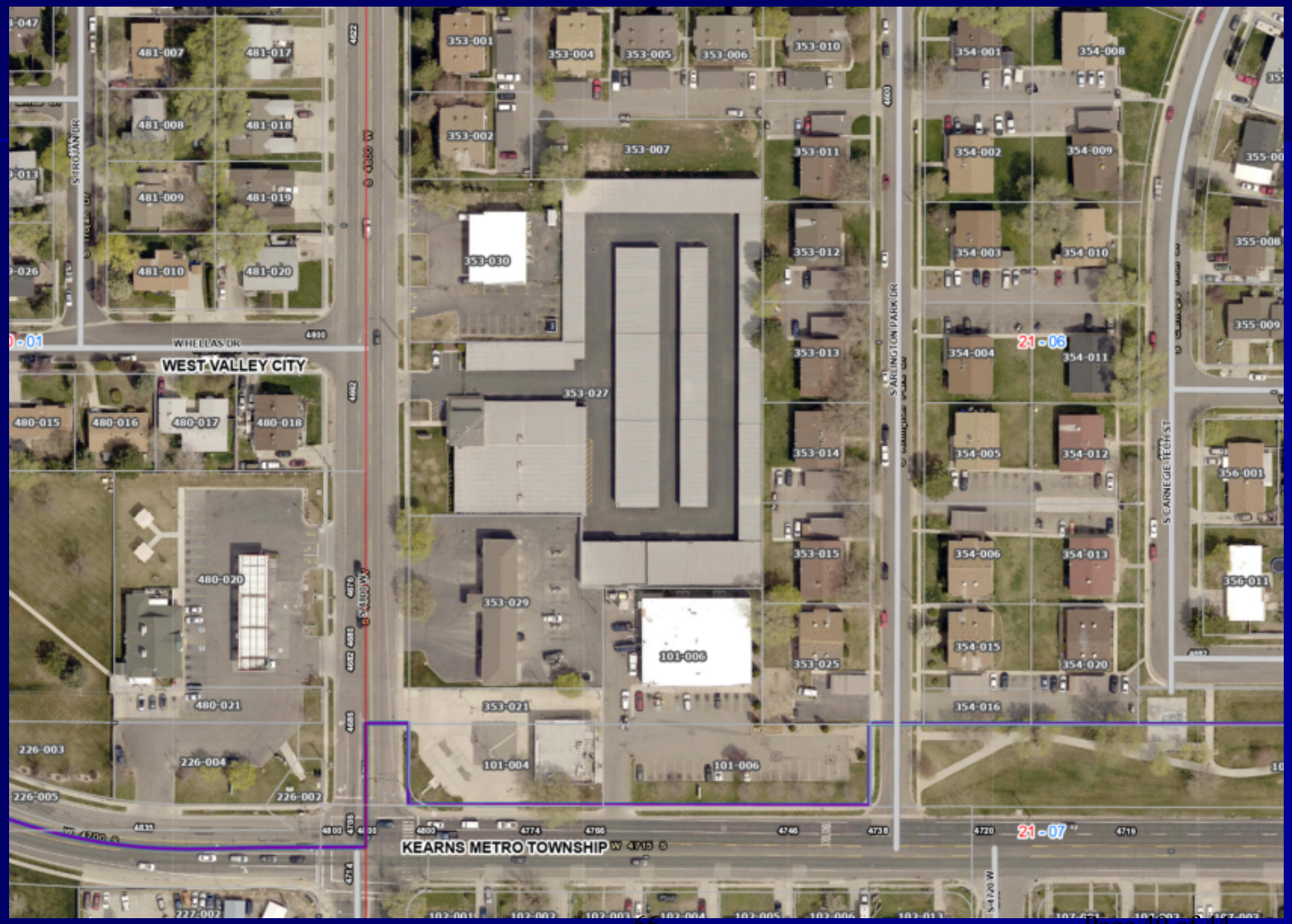
PRIMARY PROJECT ENTRY

1 LEVEL 1 PLAN - Presentation
1" = 30'-0"

Brian Pitcher | 4312 Storage | Initial Massing

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

Budget Opening Required:

ISSUE:
A resolution authorizing the execution of a Memorandum Of Understanding and Agreement between West Valley City and the Utah Association of Counties (UAC) authorizing the UAC to act on behalf of West Valley City as a Local Agency Clearinghouse (Clearinghouse).

SYNOPSIS:
West Valley City desires to enter into an Agreement with UAC to participate in a collections program administered by the UAC to collect delinquent amounts owed to the City originating from fines, utility bills, orders or other instruments and debts that are at least 90 days delinquent. The program is intended to increase the collection rate of debts owed to West Valley City by working with the Utah Division of Finance.

BACKGROUND:
West Valley City will submit to the Clearinghouse a listing of debts that have remained unpaid for over 90 days. The clearing house will then prepare and send out notices to each debtor indicating the intent to use the right of offset as authorized by the Utah Division of Finance to collect the debt for the city by attaching tax rebates, refunds, or other funds to satisfy the obligation. Funds collected through this program will be remitted to the city less a $25 processing fee for each debt collected. No fee is charged unless the collection is successful.

RECOMMENDATION:
Approval of the agreement.

SUBMITTED BY:
James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY AND THE UTAH ASSOCIATION OF COUNTIES FOR COLLECTION SERVICES.

WHEREAS, the City wishes to engage the Utah Association of Counties ("UAC") as a clearinghouse for certain debt collection services; and

WHEREAS, UAC is willing to serve as said clearinghouse, contingent upon execution of an appropriate agreement; and

WHEREAS, an agreement has been prepared by and between the City and UAC, a copy of which is attached hereto and entitled "Memorandum of Understanding and Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents needed to accomplish the purposes set forth in 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.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
UTAH ASSOCIATION OF COUNTIES
TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM
(U-TRECS)

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** ("Agreement") is entered into this 22 day of July by and between the Unit of Local Government of West Valley City ("Participating Political Subdivision") and the Utah Association of Counties ("UAC"), serving on behalf of the Participating Political Subdivision as the Utah Association of Counties Debt Offset Local Agency Clearinghouse ("Local Agency Clearinghouse").

RECITAL

WHEREAS, the Utah Government Code 63A-3-301,302,307,310 as last amended by Laws of Utah 2019, Chapter 84 (the "Code"), authorizes the Utah Division of Finance ("Division"), in conjunction with a non-profit entity ("Local Agency Clearinghouse") organized by Participating Political Subdivisions, to offset any eligible amount due to a Participating Political Subdivision to satisfy, in whole or in part, a debt (as defined in the Code) owed to a Participating Political Subdivision; and

WHEREAS, the Code provides that eligible amounts due to a Participating Political Subdivision for collection are those:

(1) Debts as defined as an account receivable under statute including any amount due as a result of judgement, citation, tax, or administrative order, or for which materials or services have been provided but not payments have been provided; and

(2) Are debts that have been unpaid to the Participating Political Subdivision for 90-days or more

WHEREAS, the Division's FINDER Incoming Debt Interface Developers Guide ("Guide") establishes the procedures by which a Participating Political Subdivision may interface with Utah's Debt Collection Offset Program; and

WHEREAS, Clearinghouse offers a debt offset program ("Program") that: (1) complies with the Division's secure data submission requirements for the offset of tax refunds under the Code and the Guide; (ii) acts as an agent on behalf of Participating Political Subdivisions with respect to the Division for purposes of the Code and the Guide; and (iii) submits Participating Political Subdivision debts for the offset of tax refunds with the Division on behalf of Participating Political Subdivisions pursuant to the Code and the Guide; and

WHEREAS, Participating Political Subdivision desires to enter into this Agreement with Clearinghouse in order to participate in the Program in order to increase the collection rate of debts owed the Participating Political Subdivision; and

WHEREAS, Clearinghouse has agreed to submit debts on behalf of Participating Political Subdivision pursuant to the Program:

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Participating Political Subdivision and Clearinghouse mutually agree as follows:

I. TERM/TERMINATION. This Agreement shall be become a legally binding agreement between Participating Political Subdivision and Clearinghouse with full legal force and effect upon mutual execution by Participating Political Subdivision and Clearinghouse. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Clearinghouse will erase all Participating Political Subdivision data files from its debt offset system upon termination.

II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY

A. Participating Political Subdivision hereby designates, appoints, and authorizes Clearinghouse to process delinquent debts to be submitted to the Division. For purposes of the Program, "Delinquent Debt" means:

(i) a single account or monetary obligation which is at least ten dollars ($10.00) owed by a debtor to the Participating Political Subdivision; or,

(ii) any group of accounts or monetary obligations, that, when combined, total at least ten dollars ($10.00), owed by the same debtor to Claimant Agency.

After Participating Political Subdivision submits file of delinquent records to Clearinghouse, Clearinghouse mails pre-intercept notice to debtor on the participating political subdivision's behalf.

B. Participating Political Subdivision shall comply with any and all applicable provisions of the Code and Division prior to the submission of a debt to Clearinghouse for offset, including the submission of required application and/or forms to the Division.

C. Participating Political Subdivision shall, upon execution of this Agreement, file a participation form with Clearinghouse designating a debt offset coordinator and a debt offset contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. Clearinghouse shall administratively provide participation forms, as needed, for use by Participating Political Subdivision. The debt offset coordinator shall be the designated local government employee authorized to receive notices and communication from Clearinghouse to ensure the requirements of this Agreement and the requirements of the Code and the Guide are met. The debt offset coordinator shall supply Clearinghouse with any and all information that in the opinion of Clearinghouse is necessary for the proper implementation of this Agreement. The debt offset contact will receive all referrals from debtors.

D. Participating Political Subdivision shall use a file format specified by Clearinghouse to prepare debt files and adjustments to debt files the Participating Political Subdivision certifies to Clearinghouse are owed to Participating Political Subdivision and that desires to have Clearinghouse submit to Division. The Clearinghouse shall timely notify the Participating Political Subdivision of any changes to the file format and the Participating Political Subdivision covenants and agrees that it shall immediately implement any changes required by Clearinghouse. Clearinghouse will establish capability of date and time stamping submitted debt files for priority setting.

E. Participating Political Subdivision shall transmit a debt file to Clearinghouse in a method and format acceptable to the Clearinghouse. The Participating Political Subdivision shall make every

effort to submit a file the week of October 1st.

F. Participating Political Subdivision shall, after a debt file has been submitted to Clearinghouse, advise Clearinghouse of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file. If Participating Political Subdivision accepts full or partial payment against a debt file that has been submitted to Clearinghouse and sufficient notice is not provided to Clearinghouse to make a timely change to debt file reflecting the payment, Participating Political Subdivision is responsible to refund any resulting fee that may be due to debtor. If Participating Political Subdivision erroneously submits a debt file or submits faulty records to the Clearinghouse, the Participating Political Subdivision is responsible for any fees charged the debtor by the Clearinghouse and Division.

III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE

A. Clearinghouse shall, upon receipt of Participating Political Subdivision debt file, compile the information and submit the data to the Division.

B. After Participating Political Subdivision submits file of delinquent records to Clearinghouse, Clearinghouse mails pre-intercept notice to debtor on Subdivision's behalf.

C. After debtors are selected for garnishment, Clearinghouse sends out 21-day notice of garnishment letter that meets DoF requirements on Subdivision's behalf.

D. Clearinghouse shall make access to Internet-based functionality available to Participating Political Subdivision through which Participating Political Subdivision shall submit debt files.

E. Clearinghouse shall provide a social security number look- up service to match each debtor as submitted by Participating Political Subdivision to the best of its ability. Participating Political Subdivision acknowledges that the accuracy of the social security number look up is directly linked to the accuracy provided by the agency's input records and the Clearinghouse's third party look-up service.

F. Clearinghouse shall provide Participating Political Subdivision an accounting of funds collected which will include the name of the debtor and the amount of the debt offset by debt unique identification number.

G. Clearinghouse shall provide a toll-free telephone number for use by Participating Political Subdivision to receive technical support and provide information on the use of the Clearinghouse internet-based functionality and the processing of debts for submission to the Division. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. (Mountain Time), Monday through Friday, excluding holidays. Voicemail and e-mail access shall also be provided as a part of the support/information response system.

IV. UNDERSTANDING OF PARTIES

A. To recover the costs incurred by Clearinghouse for preparation, acquisition of social security numbers, and ensuring file compliance with Division requirements, a local collection assistance fee of twenty-five dollars ($25.00) is imposed by Participating Political Subdivision on each delinquent

debt prior to submitting file to Clearinghouse. For any debts paid after the pre-intercept notice has been sent out and zeroed out from the file submitted to the Division, the Participating Political Subdivision will be invoiced by the Clearinghouse for the local collection assistance fee during the following month. This fee will only be invoiced by the Clearinghouse for debts collected that exceed thirty dollars ($30.00).

B. For those debts that have not been settled prior to submittal to the Division, the Division will perform the offset against available refunds, and remit funds offset to the Clearinghouse. Clearinghouse will in turn remit funds to the Participating Political Subdivision less the local collection assistance fee of $25.00 on those offsets that exceed thirty dollars ($30.00).

C. When multiple claims among local Participating Political Subdivisions are submitted for offset to Clearinghouse, the claims have priority based on the date and time each Participating Political Subdivisions requested Clearinghouse to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. Clearinghouse shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any new delinquent debt for same local claimant agency will have a new submission date and time, including new debts for a previously submitted debtor.

D. Existing submitted delinquent debts may be adjusted upwards for interest and fees and will retain their original priority order. A later new delinquent debt, even if from the same debtor shall be date stamped by Clearinghouse with the later submission date.

E. In the event of partial payment of a delinquent debt, Participating Political Subdivision may continue to submit the balance of the debt, if ten dollars ($10.00) or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than ten dollars ($10.00), it may be combined with a future delinquent debt submission for the same debtor and will be treated as a part of the new delinquent debt for purposes of priority and imposition of the local collection assistance fee.

F. Clearinghouse shall not accept a debt file that is not prepared as specified by Clearinghouse in compliance with DoF requirements. Clearinghouse agrees to submit delinquent debts to the Division; provided, however Participating Political Subdivision is solely responsible for complying with the Code and DoF requirements.

G. Intercepted funds sent to the Clearinghouse will be disbursed to Participating Political Subdivisions at direction of Clearinghouse. The local collection assistance fee will be deducted prior to funds being sent to Participating Political Subdivisions. Participating Political Subdivision shall establish and maintain any necessary accounts to receive intercepted funds as directed by Clearinghouse. Clearinghouse shall timely direct Participating Political Subdivision to establish and maintain such necessary accounts.

V. COMPENSATION

A. Clearinghouse shall receive as compensation for its services the twenty-five ($25.00) local collection assistance fee added to each delinquent debt. This local collection assistance fee is invoiced by the Clearinghouse to the Participating Political Subdivision the month following the debt and local collection assistance fee being collected by the Participating Political Subdivision. It will only be invoiced for those debts collected in excess of $30.00. For those debts that are submitted to the Division for intercept, the local collection assistance fee of twenty-five dollars

($25.00) will only be collected upon a successful interception exceeding ($30.00). "Successful Interception" occurs when the Division matches all or a portion of a debt submitted by Clearinghouse against a State tax refund or other State payment for interception and payment towards a delinquent debt owed to Participating Political Subdivision.

B. Participating Political Subdivision agrees that Clearinghouse shall retain the local collection assistance fee collected by it in the event Claimant Agency is required, by statute or otherwise, to return to a debtor funds that have been offset by the Division.

VI. **INDEMNIFICATION; REIMBURSEMENT; DISCLAIMER**. Participating Political Subdivision fully understands and warrants to Clearinghouse that by submission of any delinquent debt submitted to Clearinghouse for offset Participating Political Subdivision has complied with all of the provisions of this Agreement and all of the provisions of the Code and the Division that are required prior to submission of a debt for offset. Participating Political Subdivision shall hold Clearinghouse free and harmless and shall indemnify Clearinghouse against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Participating Political Subdivision to so perform. Participating Political Subdivision shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, Clearinghouse disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and Clearinghouse's services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.

VII. **NOTICE**. Any notice required to be given under this Agreement shall be sent by certified or registered mail postage.

VIII. **ASSIGNMENT; SUBCONTRACTING**. This Agreement is not assignable by either party. To facilitate efficient administration of the Program, Clearinghouse may utilize the services of contractors in connection with Clearinghouse's obligations under this Agreement, provided that Clearinghouse shall remain responsible for any such contractor's acts and omissions in connection with this Agreement as if such acts and omissions were conducted by Clearinghouse's own personnel.

IX. **CONFIDENTIAL INFORMATION; OWNERSHIP RIGHTS**.

A. In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the receiving party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the receiving party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; or (iii) it is obtained by receiving party in good faith from a third party not under obligation of secrecy to the disclosing party. Receiving party will be permitted to disclose that portion of Confidential

Information which is the subject of a court or government agency order to disclose, provided the receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

B. All information, including but not limited to printed, written, oral or computer-formatted information, which Clearinghouse may gain access to during the course of the performance of this Agreement shall be the property of Participating Political Subdivision, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Clearinghouse shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

C. Participating Government Subdivision acknowledges that, as between the parties, Clearinghouse owns and retains title to all intellectual property rights embodied in, or practiced by, Clearinghouse in connection with the Program and the proprietary methods utilized by Clearinghouse in performance of its services under this Agreement, and no licenses of such intellectual property rights to Claimant Agency are granted or implied by this Agreement.

X. MISCELLANEOUS

A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

B. The laws of the State of Utah shall govern the terms and conditions of this Agreement.

C. Participating Government Subdivision shall enter into no other contract for similar tax return intercept services with any other entity so long as this Agreement remains in effect.

D. This Agreement is subject to appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

Participating Government Subdivision

Name of Governing Body of Unit of Local Government:

Signature: _____

Of Authorized Individual:

West Valley City

CLEARINGHOUSE

UTAH ASSOCIATION OF COUNTIES

_____

Brandy Grace, Executive Director

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

Budget Opening Required:

ISSUE:
A resolution authorizing the execution of a Memorandum Of Understanding and Agreement between West Valley City and the State of Utah Division of Finance (DOF) to work together to collect certain debts owed to the City

SYNOPSIS:
West Valley City desires to enter into an Agreement with DOF to participate in a collections program administered by the UAC to collect delinquent amounts owed to the City and agrees to be responsible for the accuracy of all records submitted to DOF agrees to other terms of the agreement as outlined. It also indemnifies the DOF for levying state tax refunds and any other actions taken by DOF on behalf of West Valley City. The program is intended to increase the collection rate of debts owed to West Valley City by working with the Utah Division of Finance.

BACKGROUND:
West Valley City will submit to the Clearinghouse a listing of debts that have remained unpaid for over 90 days. The clearing house will then prepare and send out notices to each debtor indicating the intent to use the right of offset tax refunds as authorized by the Utah Division of Finance to collect the debt for the city by attaching tax rebates, refunds, or other funds to satisfy the obligation. Funds collected through this program will be remitted to the city less a $25 processing fee for each debt collected. No fee is charged unless the collection is successful.

RECOMMENDATION:
Approval of the agreement.

SUBMITTED BY:
James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE STATE OF UTAH DIVISION OF FINANCE FOR COLLECTION SERVICES.

WHEREAS, the City wishes to participate in the State of Utah Division of Finance ("UDOF") program to levy state tax overpayments to satisfy certain debts owed to the City; and

WHEREAS, UDOF is willing to permit the City to participate, contingent upon execution of an appropriate agreement; and

WHEREAS, an agreement has been prepared by and between the City and UDOF, a copy of which is attached hereto and entitled "Memorandum of Understanding" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents needed to accomplish the purposes set forth in 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.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

MEMORANDUM OF UNDERSTANDING

STATE OF UTAH
DIVISION OF FINANCE

and

West Valley City

1) **PARTIES**: The Parties to this Memorandum of Understanding (MoU) are: The Division of Finance of the State of Utah ("Finance") and West Valley City ("City"). City agrees that any local agency, as defined in Utah Code § 63A-3-301(4), acting on behalf of City is also, by extension, subject to the terms agreed to by City. City agrees to be liable for ensuring any local agency acting on City's behalf abides by the terms for which City is liable in this Agreement. City is liable for any action or inaction taken or failed to be taken by a local agency on City's behalf. If City contracts with a local agency to carry out certain aspects of this MoU, City will identify the local agency in this agreement.

2) **PURPOSE**: This MoU establishes an agreement by which the Parties can work together to collect certain debts owed to City.

3) **TERM**: This MoU will become effective the Date that all Parties have signed the MoU. The MoU will remain in effect until terminated by a 60-day advance written notice sent by any Party hereto to an individual of sufficient authority (i.e, manager, administrator, etc.) for the other Party.

4) **AUTHORITY**: Finance has statutory authority to levy state tax overpayments for City under Utah Code §§ 63A-3-301 *et seq*., and City has authority to assess taxes, fees, and other amounts under Title 11 of the Utah Code. This MoU outlines the understanding between the Parties, and is meant to comply with Utah law. In any apparent conflict between the Utah Code and this MoU, the Utah Code shall govern.

   Each signor to this MoU hereby represents that he or she has sufficient knowledge, permission, and authority to enter into this agreement on behalf of his or her respective entity and to agree to each and every term herein.

5) **RELATIONSHIP**: There exists a service-provider / service receiver relationship between Finance and City.

6) **COLLECTION**:

   A) **RECEIVABLES:** City is solely responsible for the creation of accounts receivable and for establishing that accounts receivable meet the definitions and requirements set forth in Utah Code §§ 63A-3-301 et seq.

B) **SUBMISSION OF ACCOUNTS:** A full list of accounts receivable will be transmitted to Finance from City via an interface program or method specified by Finance. The City is responsible for the accuracy of data submitted. Finance is responsible for ensuring that the account receivable information received from City is maintained accurately.

i) The City will provide a list of one or more contact persons along with contact information to which requests for information or documentation may be made.

ii) City will provide all required information requested by Finance via the transmission method referred to above. This information is intended to be used by Finance to identify state tax refunds and to levy them.

iii) Inquiries by debtors which are beyond information provided to Finance will be referred to City. City may designate a person for such inquiries by providing contact information for that person to Finance in writing.

C) **INDEMNIFICATION:** City is responsible for providing its own legal counsel in relation to the levying of state tax refunds under Utah Code § 63A-3-301, et seq. and this MoU. City indemnifies Finance for any actions taken by Finance on behalf of City in relation to the process of levying a person's state tax refund. Notwithstanding the paragraph, the City shall not be responsible to indemnify Finance for any reckless actions taken by Finance.

D) **MATCHING OF DEBTS:** City is responsible for levying matched debts within system specified by Finance. City agrees to regularly log into the system to check for matched debts. City will either garnish or release matched debts within twenty-one (21) calendar days of the match date. If City fails to garnish or release matches within twenty-one (21) days, Finance may independently change the status of such matches.

E) **FINANCE FEES:** Finance may add fees, costs, interest or other amounts to accounts when they are received from the City, as allowed by the Utah Code or the Utah Administrative Code. Finance may take its fees, costs, or other amounts added after an Account is sent to Finance, out of amounts levied or payments received prior to remitting the remainder of the payment amount(s) or amount(s) due to City.

F) **MODIFICATION OF RECEIVABLES:** City has the right to modify accounts. City may recall or modify accounts receivable by changing the file submitted to Finance. Any information modified or removed from the file will be modified or removed within the system specified by Finance.

G) **PAYMENTS TO CITY:** Remittance will be made to City and other payees by draft or electronic transfer. Remittance to the City will be done in a single draft or electronic transfer each business day. Monies collected do not accrue interest for the time from collection to remittance to the City.

7) **APPEALS:** Challenges to levied amounts must be defended by City in accordance with Utah Code and Administrative Rule R21-3. This obligation may not be delegated to a local agency or any other third party. Notwithstanding this paragraph, City may hire outside legal counsel and experts to defend the challenges made to the levied amounts.

8) **REPORTING**: Finance will provide access to an online reporting tool for City to keep track of the accounts sent to Finance. The system shall allow for reporting that shows outstanding accounts receivable, balances, matched accounts, and collected amounts.

9) **ISSUE RESOLUTION:** The Parties will be available to meet as needed to discuss any issues with the ongoing collection. Additionally, each Party will ensure that all other Parties have good contact information (name, email address, and phone number) of the primary contact for that party.

10) **DELEGATION:** The City may delegate terms within this agreement to a local agency pursuant to Utah Code § 63A-3-302(2). City hereby acknowledges obligations and requirements set forth in Utah Code and within this agreement which cannot be delegated to a local agency. Any agreement made between City and a local agency is independent of this MoU.

City Delegation: _____Utah Association of Counties (UAC)/UTRECS_____

_____ _____
(Name Date
as (Title)
on behalf of the
City of West Valley City
(a/k/a "City" herein)

_____ _____
Paul Bowers Date
as Disbursements Supervisor
Division of Finance for the State of Utah
(a/k/a "Finance" herein)

Item #:	
Fiscal Impact:	
Funding Source:	
Account #:	
Budget Opening Required:	NO

ISSUE:

Entering into a Multijurisdictional Mutual Aid Agreement with other fire departments to provide mutual aid to one another.

SYNOPSIS:

The resources of multiple jurisdictions are often required to respond to emergency events or other urgent needs. This agreements establishes the terms on which each agency agrees to assist the others. The signing agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each agency the sole discretion to determine when its resources cannot be spared for assisting other agencies.

BACKGROUND:

The City has participated in similar mutual aid agreements for many years. These agreements have been invaluable in establishing clear guidelines to follow as agencies assist one another.

RECOMMENDATION:

Approve the Agreement.

SUBMITTED BY:

John Evans
Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A MUTUAL AID AGREEMENT FOR EMERGENCY FIRE AND MEDICAL SERVICES.

WHEREAS, in the event of an emergency, the City may need assistance from other fire agencies; and

WHEREAS, the City has significant fire and medical resources and can assist other local fire agencies when necessary; and

WHEREAS, a Multi-Jurisdictional Automatic Aid, Mutual Aid, Fire, Training, Emergency Medical, and Other Services Agreement (the "Agreement") has been prepared by and between the City and several other agencies in order to ensure that other agencies can assist the City and that the City can assist other agencies when public health, safety, and welfare requires such assistance, and to establish the terms and conditions of such assistance; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the form of the Agreement by the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

MULTI-JURISDICTIONAL AUTOMATIC AID, MUTUAL AID,
FIRE, TRAINING, EMERGENCY MEDICAL, AND
OTHER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as to each Party's respective date of execution, by and among City of Bluffdale, Draper City, Lehi City, Lone Peak Fire District, Murray City, North Tooele Fire District, Salt Lake City Corporation, City of Saratoga Springs, City of South Salt Lake, City of South Jordan, Sandy City, West Jordan City, West Valley City, the Unified Fire Authority, Park City Fire District, and South Davis Fire District (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

A. Each Party has or is a fire department or fire district with equipment and personnel trained to provide fire protection, emergency medical services, and other services typically provided by fire departments.

B. Each Party desires to cooperate with and assist the others in times of emergency and in incidents requiring emergency medical response and to facilitate the training of personnel to increase the overall readiness in the entire geographic area.

C. The Parties wish to benefit all Parties and their constituents by entering into an Agreement that sets forth procedures regarding automatic aid, mutual aid, use of training facilities, rapid fire suppression, hazardous materials response, heavy rescue, special enforcement (such as investigations, bomb squad, canine, etc.), special operations, and emergency medical services. The provision of these services is likely to take place both within and outside the normal geographical jurisdictional limits of each Party.

D. The Parties also want to expand their training opportunities by training jointly with one or more Parties or by offering or accepting the use of one or more Parties' training facilities or instructors.

E. The Parties intend by this Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party except that it will be considered a replacement for the Multi-Jurisdictional Mutual Aid Fire and Emergency Medical Services Agreement effective April 2, 2008.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for automatic and mutual aid and by authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complimentary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective service area of the Parties.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party when dispatched pursuant to automatic aid or upon request by any other Party pursuant to mutual aid, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. Except as provided in Section 15 below, no Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

   a. Automatic Aid: Automatic aid responses will be based upon the immediate operational capacity in the receiving jurisdiction and need to respond with the nearest available resources, and will generally be dispatched as a matter of routine by applicable dispatch centers or public safety answering points (PSAPs). The responding Party will provide personnel and equipment, to the extent that such personnel and equipment are reasonably available, in the responding Party's sole discretion, based upon established practices which include dispatching protocols that are set forth and informally agreed upon by each individual Party. Automatic aid will typically be provided at no cost to the requesting Party. However, if the incident involving automatic aid is one in which cost recovery from a third party is available, pursuant to federal, State, or local law, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response.

   b. Mutual Aid: Requests for mutual aid will typically be made at the Command level from one Party's fire department or district to another for specific resources to deal with major incidents. Mutual aid will (absent special circumstances agreed upon at the time) be provided by responding parties without cost for the initial operational period of 12 hours. The reimbursement of costs for mutual aid beyond this initial operational period will be subject to and based upon an agreement between the requesting Party and responding Party established at the time of the request, a previously established agreement for cost allocation and/or reimbursement, or a responding Party may bill the receiving Party within 60 days of the end of the incident and the Parties will then determine the appropriate cost reimbursement. If the incident involving mutual aid is one in which cost recovery from a third party is available, such as hazardous materials release, the Party in whose jurisdiction the incident occurs may, in its sole discretion, invoice and collect recoverable costs. In the event a Party receives such funds, the collecting Party will proportionally distribute funds to additional Parties as applicable pursuant to the relative costs incurred during the response. Nothing in this provision will preclude or supersede existing mechanisms for the provision of personnel and equipment for major incidents in programs such as fee-based wildland protection resources, FEMA Urban Search & Rescue, State Urban Search & Rescue, IMT, EMAC, or others. Deployments pursuant to those programs will operate under the rules and

requirements of those programs and not the mutual aid provisions of this Agreement. Temporary positioning and utilization of resources from one Party in another Party's jurisdiction to account for a lack of resources in that area due to the normally available assets being committed to an incident (often referred to as "move-ups") will be considered mutual aid under this Agreement.

5. INCIDENT COMMAND.

a. Automatic Aid: The fire department or district that first arrives to handle the initial response will assume Incident Command and will retain such command until relieved by an appropriate officer of the fire department or district within whose jurisdiction the situation is located; thereafter, the appropriate relieving officer shall assume Incident Command. If the incident commander determines that there is still a need for additional assistance from the fire departments or districts of other Parties to this Agreement, the same dispatching procedure shall be used. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such automatic aid.

b. Mutual Aid: The requesting Party's fire department or district will initiate and maintain incident command consistent with ICS protocols. With the exception of taking operational direction as part of incident command as provided for in this Agreement, for all other purposes the responding resources and personnel will be considered to be operating as part of the responding Party and not the Party receiving such mutual aid.

6. TRANSPORT FEES. Consistent with Utah Administrative Rule 426-8-2(3)(e), or successor provision, if a Party who is also a licensed ground ambulance provider (the "Transporting Party") transports a patient to a hospital and another Party's paramedic rides onboard the ambulance and provides advanced life support ("ALS"), the Transporting Party may bill the transported patient at the Paramedic Ground Ambulance transport rate. The Parties may make separate agreements amongst themselves regarding the necessity and manner of payments between them for the provision of ALS transport personnel or the reimbursement or distribution of any funds received from third parties pursuant to this Paragraph.

7. TRAINING. If a Party to this Agreement (the "Offering Party") provides other Parties to this Agreement (collectively the "Participating Parties") with opportunities to participate in training exercises or to otherwise make use of the Offering Party's training facilities, instructors, or other training resources (the "Training Opportunity"); then each Participating Party shall assume full responsibility for its respective agents, officials, or employees (collectively the "Trainees") who participate in the Training Opportunity, as well as any additional equipment the Participating Party brings to the Training Opportunity, and shall indemnify, defend, and hold the Offering Party harmless from any and all damages or claims for damages that arise out of its or its Trainees' participation in the Training Opportunity. This duty to indemnify, defend and hold the Offering Party harmless includes costs or expenses in law or equity, including attorney's fees.

8. EQUIPMENT. From time to time a Party may agree to lend equipment or an apparatus to another Party for its temporary use (not to exceed six months without further agreement). The borrowing Party will be responsible for the maintenance of and repair of damage to the equipment or apparatus while in its possession or use. Such obligation will not apply to major repairs that would ordinarily result from

long-term use of the equipment or apparatus unless such damage is specifically attributable to the use or misuse by the borrowing Party. The borrowing Party will be responsible for maintaining sufficient property damage and liability coverage on all borrowed vehicles or apparatuses and its use of them will be subject to the indemnification provisions provided for in this Agreement.

9. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when the absence of fire or emergency medical personnel and/or equipment, in the sole discretion of the responding Party, will not jeopardize the fire or emergency medical services in the jurisdiction of the responding Party.

10. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

11. RESPONDERS RELEASED WHEN NOT REQUIRED OR NEEDED ELSEWHERE. Personnel and equipment from a responding Party will be released by the incident commander when the services of the responding Party are no longer required or upon notification that the personnel and equipment of the responding Party are needed within its own jurisdictional area.

12. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this agreement are considered within their current scope of employment with each Party.

13. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

14. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity (where he/she is a member of Party's fire department and on duty while that department is rendering services outside its jurisdictional limits pursuant to this Agreement) will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act. Each such death or injury shall be considered to have occurred in the line of duty.

15. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

16. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered June 1, 2018. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties.

17. ADDITIONAL PARTIES. Any county or municipality which has its own fire department, or any fire district, or other governmental entity may become a party to this Agreement with a unanimous vote by the other parties. If accepted as a party to this Agreement, that county, municipality, fire district, or other governmental entity must agree in writing to be bound by the terms and conditions of this Agreement.

18. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah

19. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder will be held invalid and shall be of no force.

20. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

21. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

22. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

23. NOTICES. Except for "dispatching services" all notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit A, their respective contact information, and such contact information will be applicable until modified in writing.

24. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

25. ENTIRE AGREEMENT; NO WAIVER. Except for other agreements as specifically provided for in this Agreement, this Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

26. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

MULTI-JURISDICTIONAL MUTUAL AID,
FIRE, AND EMERGENCY MEDICAL SERVICES
AGREEMENT

EXHIBIT “A”

WEST VALLEY CITY

Agreed this ___ day of _____, 2021 for West Valley City.

MAYOR

_____

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM

Brandon Hill
_____

CONTACT INFORMATION FOR WEST VALLEY CITY

West Valley City
3600 S. Constitution Blvd.
West Valley City, UT 84119
(801) 966-3600

Item #:	
Fiscal Impact:	$3,900,000.00
Funding Source:	Fund Balance
Account #:	
Budget Opening Required:	NO

ISSUE:

A Real Estate Purchase Agreement with the Utah State Department of Administrative Services Division of Facilities Construction and Management .

SYNOPSIS:

This resolution authorizes an Real Estate Purchase Agreement with the Utah State Department of Administrative Services Division of Facilities Construction and Management and West Valley City Corporation, in the amount of $3,900,000.00 for the purchase of the property known as Third District Juvenile Court located at 3636 South Constitution BLVD. This property is also known as Section "A" portion of the building attached to West Valley City Hall. Also Included in this Purchase Agreement is the parking lot portion of the property and all the amenities thereof.

BACKGROUND:

West Valley City is considering the Purchase of the Property owned by the State of Utah for the purpose of relocating the West Valley City Justice Court. The relocation of the Justice Court will provide larger space to make the operation of the court more productive, provide a space for the City Prosecuting office and West Valley City Victims' Advocates office. This relocation will provide a safer environment and since it is attached to West Valley City Hall, will provide a campus like feel to the Employees and the visiting Patrons. This Purchase will also reduce the parking lot congestion that exist at the old justice court and provide safer and ample parking. The existing Justice Court Building is slated to be demolished to make preparation for future development. This Purchase Agreement will include the following items. All of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights, if any; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property. We will commence remodeling the property ASAP after taking possession.

RECOMMENDATION:

Approve the Real Estate Purchase Agreement with the Utah State Department of Administrative Services Division of Facilities Construction and Management, for the amount of $3,900,000.00 . Property known as Third District Juvenile Court located at 3636 South Constitution BLVD. The payments will be in two installments. One at Closing for the amount of $1,950,000.00 and the second at or approximately January 15th 2023 for the amount of $1,950,000.00.

SUBMITTED BY:
Hagop Arslanian
Director of Facilities and Construction Manager

WEST VALLEY CITY, UTAH

RESOLUTION _____

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT WITH THE UTAH STATE DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT FOR PROPERTY LOCATED AT 3636 CONSTITUTION BOULEVARD IN WEST VALLEY CITY.

WHEREAS, the Utah State Department of Administrative Services Division of Facilities and Construction Management ("Seller") owns the Third District Juvenile Court located at 3636 Constitution Boulevard (the "Property"); and

WHEREAS, Seller desires to sell the Property to the City in order to facilitate the relocation of the West Valley City Justice Courts; and

WHEREAS, an agreement has been prepared for execution by and between the City and Seller, a copy of which is attached hereto and entitled "Real Estate Purchase Agreement" (herein the "Agreement"), which sets forth the rights, duties, and obligations of each of the parties thereto; 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 approve the Real Estate Purchase Agreement;

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

1. That the Agreement, entitled, "Real Estate Purchase Agreement" is hereby approved, subject to approval of the final form of the Agreement by the City Manager and City Attorney's Office.

2. That the Mayor is hereby authorized to accept the Deed to the Property and to execute any documents necessary to complete the purchase on behalf of the City.

3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____ _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the ____ day of _____, 2021, by and between the Utah State Department of Administrative Services Division of Facilities Construction and Management, (herein the "Seller") and West Valley City, a municipal corporation of the State of Utah (herein the "Buyer").

R E C I T A L S :

A. The Seller owns property located at approximately 3500 South Constitution Boulevard, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights, if any; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

A G R E E M E N T :

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Special Warranty Deed (the "Deed"), subject only to those title matters which are acceptable to the Buyer.

2. **Purchase Price.**

   a. a. Purchase Price. The Purchase Price shall be Three Million Nine Hundred Thousand Dollars ($3,900,000.00) payable in United States dollars. One half of such amount shall be due and payable on closing of the title (the "Closing"), by a check

drawn to the order of the First American Title, in Trust, to be thereafter disbursed and distributed to Seller through a separate agreement between Seller and First American Title.

3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.

a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion.

b. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the Property, if any, shall be conveyed to the Buyer.

c. Mineral Rights. The sale includes all mineral rights owned by the Seller associated with the Property, if any.

d. Approval. Purchase of Property is contingent upon the West Valley City Council approving the terms and conditions of this Agreement.

e. Inspection. For a period of 60 days from the execution of this Agreement ("Inspection Period"), Buyer shall have the right to perform a physical inspection (the "Inspection") of the Property at Buyer's expense. The Inspection may include the collection of samples for environmental testing as well as any other testing, sampling or study that Buyer determines appropriate. Purchase of the Property shall be contingent upon the results of the Inspection at Buyer's sole and absolute discretion. Buyer may terminate this Agreement at any time prior to the expiration of the Inspection Period.

f. Expenses. Closing expenses shall be paid by the party indicated below:

(i)	Closing cost:	50 / 50
(ii)	Basic Title policy:	Seller
(iii)	Extended Coverage:	Buyer
(iv)	Recording fees:	50 / 50
(v)	Survey:	Buyer

4. CLOSING OF TITLE:

4.1 The Closing of title shall be on or about January 15, 2022 unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.

4.2 At the Closing of title the Seller shall deliver to the Buyer a Special Warranty Deed conveying to the Buyer title in fee simple to said Property free and clear of all liens and encumbrances. Seller shall, at Seller's cost and expense, furnish Buyer with an Owner's Policy of Title Insurance (ALTA Form B-Current Revision, Basic Coverage).

4.3 No liens, encumbrances or other restrictions shall be allowed against the Property unless specifically approved in writing by Buyer. If the Seller is unable to convey title in accordance with the terms of this Contract the liability of the Seller will be to refund to Buyer the Earnest Money Deposit, if any, and the net costs of examining title and upon such refund being made, this Contract shall be considered canceled.

4.4 Closing. The term "Closing" is used in this Agreement to mean the time at which the Deed is recorded in the office of the Salt Lake County Recorder.

a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver one half of the Purchase Price payment to the Seller. The first half payment of the Purchase Prices shall be One Million, Nine Hundred Fifty Thousand Dollars. ($1,950,000.00) ("First Half Payment").

b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:

(i) The duly executed and acknowledged Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.

(ii) Within 5 days of contract execution Seller shall deliver to Buyer original copies, of all leases, subleases and contracts relating to the Property, if any. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

(iii) All security deposits of current tenants, if any.

c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:

(i) The First Half Payment of the Purchase Price. The Second Half Payment of the Purchase Price shall be due and payable on or before December 15, 2022 as further detailed in Section 11 below.

d. Failure to Deliver.

(i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. The Seller expressly agrees that an action for actual damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.

(ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for any damages caused by the Seller's default, and/or to compel specific performance by the Seller.

e. Prorations. Both the Seller and the Buyer are tax exempt. Accordingly, only the utilities will need to be prorated and Seller shall furnish all necessary information to prorate the utilities.

4.5 Title Approval. Seller agrees to furnish good and marketable title and to provide a title insurance policy in the name of Buyer for the Purchase Price. Within fifteen (15) days of the date of this Contract, Seller shall, at Seller's cost and expense, furnish to Buyer a commitment issued by Seller's title company for an Owner's Policy of Title Insurance (ALTA Form B-Current Revision, Basic Coverage), insuring good and marketable title to the Property in BUYER in an amount equal to the Purchase Price (the "Title Commitment"). The Title Commitment shall include legible copies of instruments creating exceptions to the Title Commitment. Seller covenants that there are no assessments or liens against the Property not mentioned elsewhere in this Contract. Should the Title Commitment disclose an easement, restriction, encumbrance, lien or other matter of record which would render the Property unsuitable for Buyer's purposes in Buyer's sole discretion, Seller shall have thirty (30) days to remove such objectionable matter ("Title Objection") from the Title Commitment. If Seller is unable to remove or resolve the Title Objection, Buyer in its discretion, may terminate this Contract or waive such Title Objection and proceed to Closing, in which event the Title Objection shall be deemed to be a permitted exception to Seller's title to the Property ("Permitted Exceptions").

5. **Seller's Representations, Warranties and Covenants.**

a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties,

and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:

(i) To the knowledge of Seller, there is no pending claim, suit, or litigation that involves the Property. To the knowledge of Seller, no ownership interest in the Property is held by any party other than the Seller.

(ii) At the Closing, there will be no unpaid bills or claims in connection with the Property.

(iii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.

(iv) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

(v) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

(vi) All necessary approvals and signatures have been obtained by Seller such that the Buyer's purchase of the Property is lawful and the provisions of this Agreement are legally binding on the Seller.

b. These representations, warranties, and covenants of the Seller shall survive the Closing on the Property. Except as otherwise provided in this Section, the Buyer acknowledges and agrees that: (a) the Buyer is acquiring the Property in its "as-is" condition without expressed or implied warranties of any kind; (b) the Buyer shall have, prior to Closing, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if the Buyer elects to proceed with the purchase of the Property, the Buyer is relying wholly on its own judgment and that of any contractors or inspectors engaged by the Buyer to review, evaluate and inspect the Property.

6. **Brokerage Commissions.** The parties are not represented by Real Estate Agents and/or Brokers in this transaction. The Buyer and Seller each represent that no commission is owed to any individual for the transaction contemplated hereunder.

7. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by email (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Seller:	Lee Fairbourn DFCM Real Estate Manager 4315 S. 2700 West, 3rd Floor Taylorsville, Utah 84129
If to the Buyer:	West Valley City Attn: Wayne T. Pyle 3600 Constitution Blvd West Valley City, Utah 84119
With a copy to:	J. Eric Bunderson City Attorney West Valley City 3600 Constitution Boulevard West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

8. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.

9. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.

10. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement.

11. **Remaining Purchase Price Payment**. The second half of the Purchase Price, which is One Million, Nine Hundred Fifty Thousand dollars ($1,950,000.00) ("Second Half Payment") shall be due and payable to Seller on or before December 15, 2022 ("Due

Date"). Buyer agrees to pay the Second Half Payment on or before the Due Date. This obligation of the Buyer shall survive the Closing of this Agreement. Seller shall be entitled to and Buyer shall pay a late penalty fee of Twenty Thousand Dollars ($20,000.00) after the Due Date if the Second Half Payment is not paid in full by the Due Date. Any unpaid balance of the Second Half Payment and the late penalty fee shall accrue a compounding interest charge equal to ten percent (10%) annual interest rate on any unpaid balance after the Due Date.

12. **Condition of Space**. Buyer is acquiring the Property in its "as-is' condition. Seller shall transfer to Buyer the ownership of any personal property remaining on the Property at the time of Closing unless both parties mutually agree in writing to alternate arrangements.

13. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.

14. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

15. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.

17. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Utah. Any actions arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.

18. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.

19. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.

20. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

BUYER:

West Valley City

_____
Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM

WVC Attorney's Office

By: _____

SELLER:

Utah State Department of Administrative Services Division of Facilities and Construction Management

_____
By: _____

APPROVED AS TO FORM:

_____
Mike Kelley, Assistant Attorney General

EXHIBIT A

Legal Description

BEG S 000'44" W 836.450 FT & S 8956'20" W 53 FT & S 000'44" W 231.39 FT FR N 1/4 COR OF SEC 33, T1S, R1W, SLM; S 0000'44" W 253.05 FT; S 8956'20" W 240.5 FT; N 0000'44"E 198.5 FT; N 8956'30" E 64.5 FT; N 0000'44" E 54.55 FT; S8950'31" E 176 FT TO BEG.

Site Address	**3636 S CONSTITUTION BLVD WEST VALLEY CITY, UT 84119**
Parcel No. (APN)	**15-33-129-041**



Item #:	
Fiscal Impact:	$215,532
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-00000-0000
Budget Opening Required:	No

ISSUE:

Reimbursement Agreement with Granger Hunter Improvement District

SYNOPSIS:

Reimbursement agreement between Granger Hunter Improvement District and West Valley City for improvements requested by West Valley City to be built by Granger Hunter on 2700 West

BACKGROUND:

Granger Hunter Improvement District has procured construction services for the replacement of the Pioneer Wastewater Pump Station, with the new pump station being constructed on a parcel located at 2184 S Constitutional Blvd. A portion of the work proposed by the District is the installation of a new sewer line in Constitution Blvd which would require the removal of a portion of the box culvert over the Brighton Canal.

The Brighton Canal has ceased operation north of 2770 South and GHID has secured the rights to use a portion of the canal easement land adjacent to the GHID property. With the termination of canal water conveyance, this bridge along with many others becomes unnecessary. The unused canal bridges should be removed as opportunities present themselves to eliminate potential nuisance problems.

Due to the need to remove a portion of the bridge for the installation of the sewer line, the Public Works Department asked the District to include the removal of the rest of the bridge with their project, along with some miscellaneous drainage work associated with the bridge removal. As part of the work, the road will also be reconstructed and restored in the area impacted by the bridge removal.

Under this agreement, West Valley City agrees to pay 60% of the construction cost of the identified items of work, along with 60% of the engineering costs associated with the design of the requested work. The reimbursement to GHID is $204,312 for construction costs and $11,220 for design costs, for a total of $215,532.

RECOMMENDATION:

Execute the reimbursement agreement with Granger Hunter Improvement District authorizing the city to pay $215,532 per the agreement

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT BETWEEN WEST VALLEY CITY AND GRANGER-HUNTER IMPROVEMENT DISTRICT FOR CERTAIN WASTEWATER IMPROVEMENTS.

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

WHEREAS, West Valley City desires to contribute funding to complete certain stormwater facilities as a part of Granger-Hunter Improvement District's Pioneer Wastewater Pump Station Replacement Project (the "Project"); and

WHEREAS, the City and Granger-Hunter Improvement District desire to enter into an interlocal agreement to receive funding from the City to facilitate the completion of the Project; and

WHEREAS, an agreement has been prepared for execution by and between the City and Granger-Hunter Improvement District, a copy of which is attached hereto and entitled "Reimbursement Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and 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.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

REIMBURSEMENT AGREEMENT
WITH WEST VALLEY CITY

(Project 20E: Pioneer WWPS Replacement Project)

THIS REIMBURSEMENT AGREEMENT is entered into effective as of this _____ day of _____, 2021 (the "*Effective Date*"), by and between West Valley City, a Utah municipal corporation (herein the "*City*"), and Granger-Hunter Improvement District, a political subdivision of the State of Utah (herein "*GHID*"). (The City and GHID are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*.")

W I T N E S S E T H:

WHEREAS, GHID has entered into a contract with COP Construction LLC (herein the "*Construction Contractor*"), for the construction of a project to facilitate the replacement of a wastewater pump station owned and operated by GHID, commonly referred to as the 20E: Pioneer WWPS Replacement Project (herein the "*Project*"); and

WHEREAS, the improvements to be constructed and installed in connection with the Project are detailed and set forth in Project Bid Schedules A, B, C and D to the contract, copies of which are attached as EXHIBIT "A" hereto, including collectively a base bid and an alternate reduced bid, representing a total Project cost to GHID of $4,117,000.00 and $3,991,900.00, respectively; and

WHEREAS, the City is willing to reimburse GHID for a portion of the costs incurred by GHID for certain improvements and construction services included in the Project, as set forth herein; and

WHEREAS, the Parties desire to enter into this agreement (herein the "*Agreement*") setting forth the improvements as to which reimbursement is due by the City, the total reimbursement amount, and the terms pursuant to which the City will reimburse GHID for said improvements;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A G R E E M E N T:

1. **Scope of Work**. The portion of the total Project improvements as to which this Agreement applies includes the removal, disposal and restoration of the Brighton Canal box culvert and the installation of a City storm drain, and related facilities, as more particularly detailed and set forth on Project Bid Schedule A, a copy of which is attached hereto as EXHIBIT "B" (herein the "*Bid Schedule A Improvements*"). GHID shall construct the Bid Schedule A Improvements in accordance with the New Storm Drain and Box Culvert Restoration Plan and Profile attached hereto as EXHIBIT "C". The City shall have no obligation to reimburse GHID

for any Project improvements other than the Bid Schedule A Improvements, in conformance with the terms and provisions of this Agreement.

2. **Reimbursement**.

(a) Total Reimbursement Amount. The City shall be obligated to reimburse GHID an amount equal to a combined total of $215,532.00 for the construction of its portion of the Bid Schedule A Improvements (herein the "*Total Reimbursement Amount*"), constituted as follows:

(1) Bid Schedule A Reimbursement Amount. The City shall be obligated to reimburse GHID an amount equal to $204,312,00 which represents sixty percent (60%) of the costs for the Bid Schedule A Improvements as set forth in Bid Schedule A (herein the "*Bid Schedule A Reimbursement Amount*"). It is the express understanding and agreement of the Parties that, subject to the provisions of Section 2(b) and Section 3 herein, all actual costs incurred by GHID in the construction of the improvements detailed and set forth in Bid Schedule A which are in excess of the Bid Schedule A Reimbursable Amount, as well as all other costs incurred by GHID in the construction of all remaining Project improvements identified and set forth in Bid Schedules B, C and D, shall be the sole and separate responsibility of GHID, and the City shall have no obligation for reimbursement in connection therewith.

(2) Engineering Services Reimbursement. In addition to the Bid Schedule A Reimbursement Amount, the City shall reimburse GHID an amount equal to $11,220.00 which represents sixty percent (60%) of the costs incurred by GHID for engineering services provided by Bowen Collins & Associates in connection with the design of the Bid Schedule A Improvements (herein the "*Engineering Reimbursement Amount*").

(b) Reimbursement Payment. The Total Reimbursement Amount shall be due and payable by the City to GHID in full, up front, within ten days of receipt of GHID's invoice therefore, which invoice shall be delivered to the City immediately upon GHID issuing its Notice to Proceed to the Construction Contractor.

3. **Change Orders**. The City shall have no obligation to make any reimbursement payment beyond the reimbursement amounts set forth in Section 2(a) herein unless the City and GHID mutually agree to increase the Schedule A Reimbursement Amount and/or the Engineering Reimbursement Amount, which shall only be accomplished pursuant to a written change order issued in connection with the construction of the Bid Schedule Improvements, duly executed by both Parties.

4. **Notices**. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to GHID: Granger-Hunter Improvement District
2888 South 3600 West
West Valley City, Utah 84119

If to the City: West Valley City
Attn: Public Works Director
3600 South Constitution Blvd.
West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

5. **Liability and Indemnification**. The City and GHID are governmental entities under the Governmental Immunity Act of Utah. Consistent with the terms of the 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 otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, agents, or employees involved in the matter pertaining to this Agreement.

6. **Entire Agreement**. This Agreement contains the entire agreement between the Parties and expressly supersedes any prior agreements between the City and the GHID regarding the subject matter contained herein. No statement, promise or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.

7. **No Third Party Beneficiary**. This Agreement is not intended to create, nor shall it be deemed to create, any right in any person or entity who is not a party to this Agreement and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

8. **Severability**. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

9. **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Any litigation arising from or relating to the content or subject matter of this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.

10. **Term of Agreement**. This Agreement shall remain in force until such time as GHID has completed the Project and received payment in full of the Total Reimbursement Amount due as set forth in Sections 2 and 3.

11. **Incorporation of Recitals and Exhibits**. All Recitals first set forth above and all Exhibits attached hereto are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

12. **Warranty of Authority**. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WEST VALLEY CITY

_____
Mayor

Attest:

_____
City Recorder

APPROVED AS TO FORM
WVC Attorney's Office
By: Brandon Hill
Date: 8/11/2021

GRANGER-HUNTER IMPROVEMENT DISTRICT

_____
Chair of Board of Trustees

APPROVED AS TO FORM
Attorney for Granger-Hunter Improvement District
By: _____
Date: _____

EXHIBIT A
20E: Pioneer WWPS Replacement Project Bid Schedules A, B, C and D

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price:

BID SCHEDULE A – BRIGHTON CANAL BOX CULVERT REMOVAL AND RESTORATION AND CITY STORM DRAIN

Item No.	Bid Item	Unit	Quantity	Bid Unit Price	Amount
A1	Mobilization/Demobilization	LS	1	$ 18,000.00	$ 18,000.00
A2	Traffic Control	LS	1	$ 15,000.00	$ 15,000.00
A3	Remove and Dispose of Existing Concrete Box Culvert	LS	1	$ 108,000.00	$ 108,000.00
A4	36-inch RCP Storm Drain	LF	110	$ 390.00	$ 42,900.00
A5	15-inch RCP Storm Drain	LF	125	$ 140.00	$ 17,500.00
A6	Storm Drain Manhole (6' dia)	EA	2	$ 12,000.00	$ 24,000.00
A7	Storm Drain Catch Basin (SDCB-2 and SDCB-3)	EA	2	$ 3,900.00	$ 7,800.00
A8	Relocate Comcast Cable	LS	1	$ 6,100.00	$ 6,100.00
A9	Curb and Gutter	LF	140	$ 73.00	$ 10,220.00
A10	Sidewalk	LF	140	$ 100.00	$ 14,000.00
A11	Asphalt Restoration	LS	1	$ 77,000.00	$ 77,000.00
Bid Schedule A Subtotal					$ 340,520.00

BID SCHEDULE B – OFFSITE UTILITIES AND STREET RESTORATION

Item No.	Bid Item	Unit	Quantity	Bid Unit Price	Amount
B1	Mobilization/Demobilization	LS	1	$ 118,000.00	$ 118,000.00
*B2	Traffic Control	LS	1	$ 74,000.00	$ 74,000.00
B3	8-inch PVC Sewer	LF	900	$ 610.00	$ 549,000.00
*B4	8-inch HDPE Force Main (Horizontal Directional Drill)	LF	2,720	$ 150.00	$ 408,000.00
B5	12-inch RCP Storm Drain	LF	10	$ 550.00	$ 5,500.00
B6	4-foot dia Sewer Manhole	EA	2	$ 15,000.00	$ 30,000.00
B7	5-foot dia Sewer Manhole	EA	4	$ 15,000.00	$ 60,000.00
B8	5-foot dia Drop Sewer Manhole	EA	1	$ 17,000.00	$ 17,000.00
B9	4X4 Storm Drain Catch Basin (SDCB-1)	EA	1	$ 12,000.00	$ 12,000.00
*B10	Force Main Clean-Out	EA	4	$ 6,800.00	$ 27,200.00
*B11	Pig Retrieval Vault (Double Force Main)	EA	1	$ 37,000.00	$ 37,000.00
*B12	HDPE Pipe Anchor	EA	2	$ 2,500.00	$ 5,000.00
*B13	Trench Dikes	EA	2	$ 2,100.00	$ 4,200.00
B14	Abandon Sewer Pipe, Manholes, and Force Main	LS	1	$ 11,000.00	$ 11,000.00
*B15	Asphalt Restoration	LS	1	$ 89,000.00	$ 89,000.00
B16	Curb and Gutter	LF	260	$ 58.00	$ 15,080.00
B17	Sidewalk	LF	215	$ 91.00	$ 19,565.00
B18	Pedestrian Access Ramp	EA	1	$ 5,000.00	$ 5,000.00
B19	Reconnect Existing Sewer Lateral	EA	1	$ 5,200.00	$ 5,200.00
B20	8-inch HDPE Sewer (Horizontal Directional Drill)	LF	70	$ 430.00	$ 30,100.00
Bid Schedule B Subtotal					$ 1,521,845.00

*See Bid Schedule D for alternate bid items.

BID SCHEDULE C – PIONEER WWPS SITE AND ALL REMAINING ITEMS

Item No.	Bid Item	Unit	Quantity	Bid Unit Price	Amount
C1	Lump Sum Price for Existing Pioneer WWPS Demolition and New Pioneer WWPS Site, Complete	LS	1	$2,254,635.00	$2,254,635.00
Bid Schedule C Subtotal					$2,254,635.00

BID SCHEDULE D – DEDUCTIVE ALTERNATE BID SCHEDULE

In the event the Owner chooses to install a single force main in lieu of a double force main, the following Bid Schedule D will be added to the Total Base Bid to calculate the Reduced Bid Price.

Item No.	Bid Item	Unit	Quantity	Bid Unit Price	Amount
Deduct B2	Traffic Control	LS	1	($ 74,000.00)	($ 74,000.00)
D2	Traffic Control	LS	1	$ 74,000.00	$ 74,000.00
Deduct B4	8-inch HDPE Force Main (Horizontal Directional Drill)	LF	2,720	($ 150.00)	($ 408,000.00)
D4	8-inch HDPE Force Main (Horizontal Directional Drill)	LF	1,360	$ 225.00	$ 306,000.00
Deduct B10	Force Main Clean-Out	EA	4	($ 6,800.00)	($ 27,200.00)
D10	Force Main Clean-Out	EA	2	$ 6,800.00	$ 13,600.00
Deduct B11	Pig Retrieval Vault (Double Force Main)	EA	1	($ 37,000.00)	($ 37,000.00)
D11	Pig Retrieval Structure (Single Force Main)	EA	1	$ 30,000.00	$ 30,000.00
Deduct B12	HDPE Pipe Anchor	EA	2	($ 2,500.00)	($ 5,000.00)
D12	HDPE Pipe Anchor	EA	1	$ 2,500.00	$ 2,500.00
Deduct B15	Asphalt Restoration	LS	1	($ 89,000.00)	($ 89,000.00)
D15	Asphalt Restoration	LS	1	$ 89,000.00	$ 89,000.00
Bid Schedule D Subtotal					($ 125,100.00)

The Owner reserves the right to select the Bid based on the total Base Bid Price (Bid Schedules A + B + C) or based on the Reduced Bid Price (Bid Schedules A + B + C + D).

TOTAL BASE BID (BID SCHEDULES A + B + C) $ 4,117,000.00

REDUCED BID PRICE (BID SCHEDULES A + B + C + D) $ 3,991,900.00

EXHIBIT B
Bid Schedule A Improvements

at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

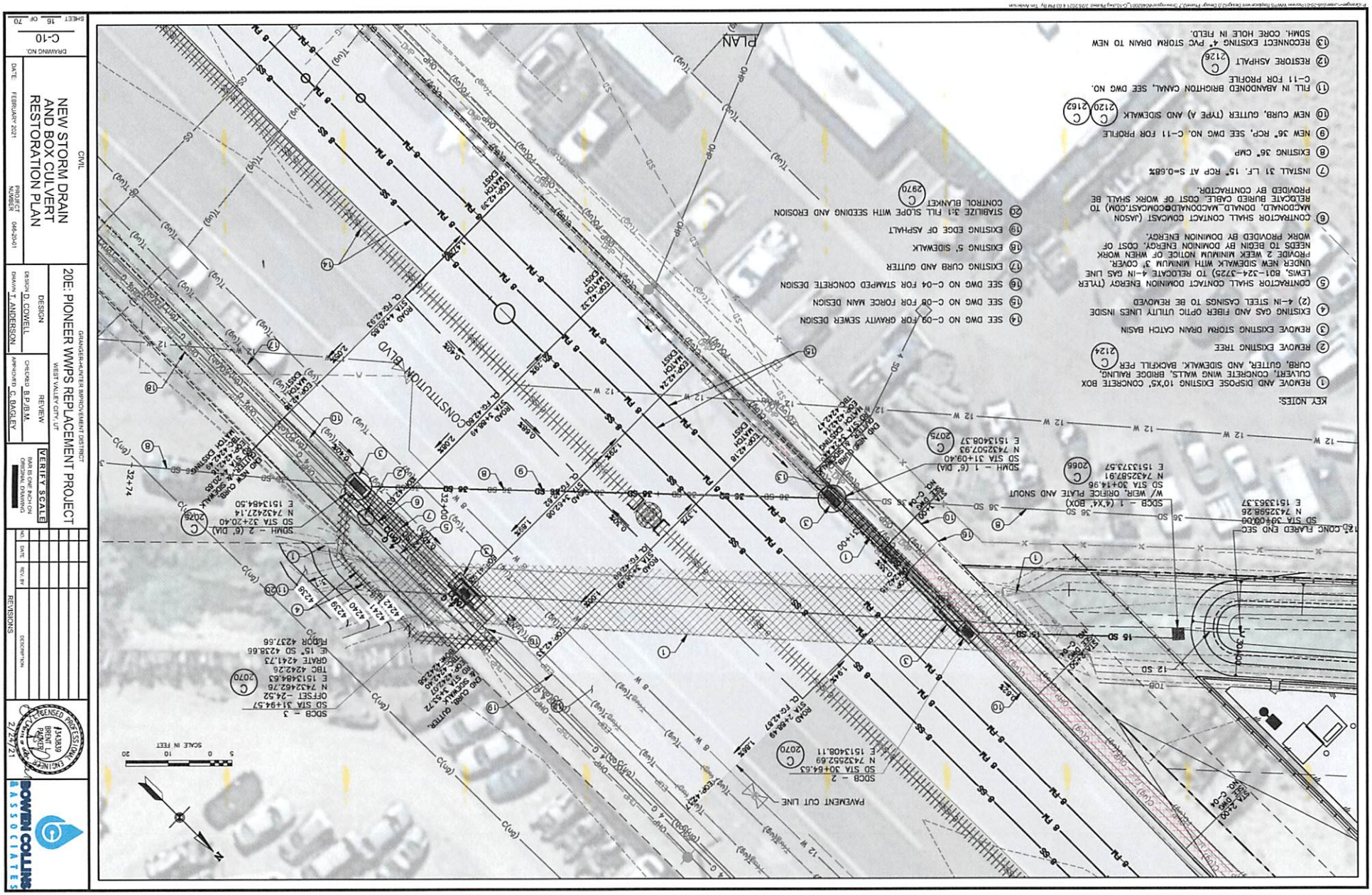
ARTICLE 5 – BASIS OF BID

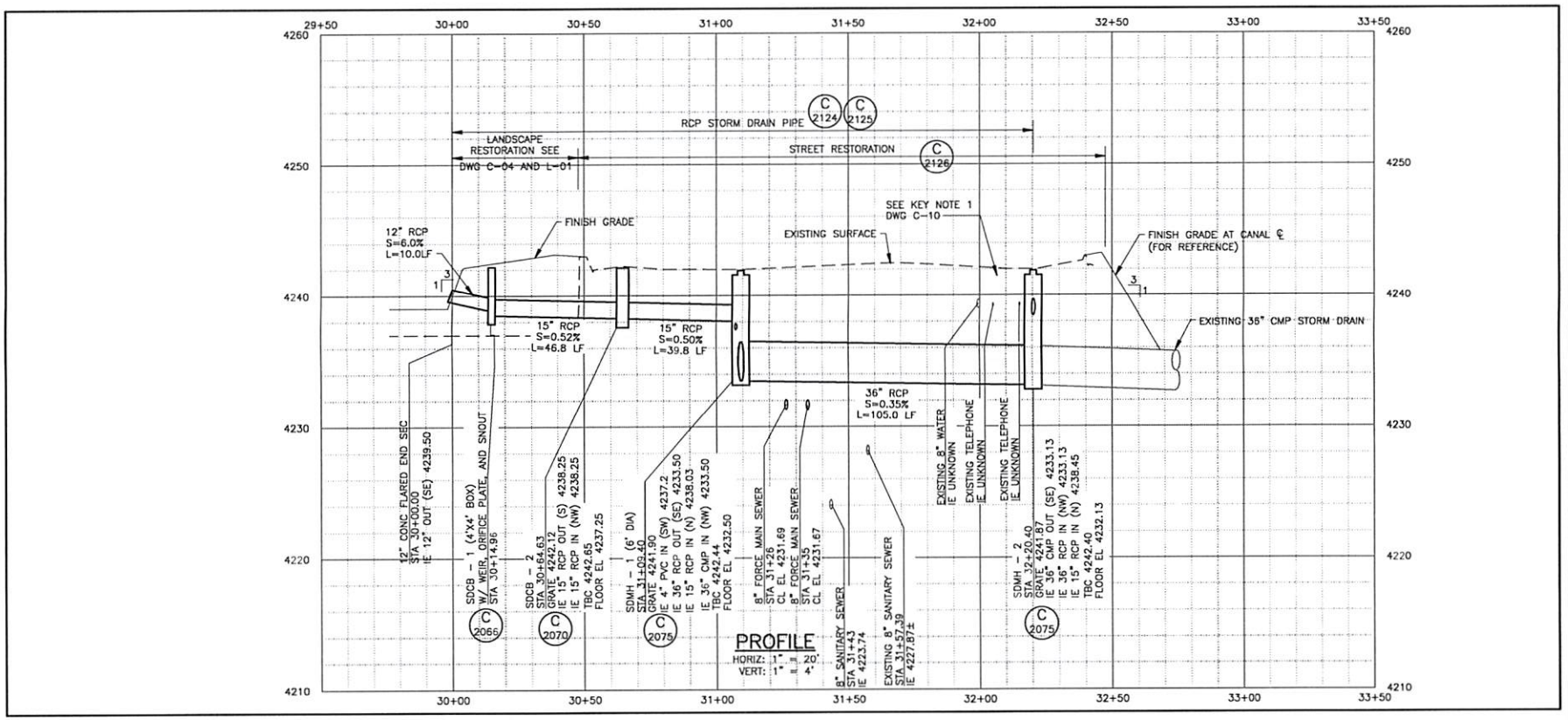
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A10	Sidewalk	LF	140	$ 100.00	$ 14,000.00
A11	Asphalt Restoration	LS	1	$ 77,000.00	$ 77,000.00
Bid Schedule A Subtotal					$ 340,520.00

EXHIBIT C
New Storm Drain and Box Culvert Restoration Plan


CIVIL
NEW STORM DRAIN AND BOX CULVERT RESTORATION PLAN
20E: PIONEER WWPS REPLACEMENT PROJECT
WEBER VALLEY CITY, UT
GRANGER-HUNTER IMPROVEMENT DISTRICT
DRAWING NO. C-10
SHEET 16 OF 70
DATE: FEBRUARY 2021
PROJECT NUMBER 046-20-01
DESIGN D. COWELL
DRAWN T. ANDERSON
CHECKED B.P./B.M.
APPROVED C. BAGLEY
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
REVISIONS
DESCRIPTION
REV. BY
DATE
NO.
LICENSED PROFESSIONAL ENGINEER
BRENT L. PARRY
7244839
2/24/21
BOWEN COLLINS & ASSOCIATES
KEY NOTES:
1 REMOVE AND DISPOSE EXISTING 10'X5' CONCRETE BOX CULVERT, CONCRETE WING WALLS, BRIDGE RAILING, CURB, GUTTER, AND SIDEWALK. BACKFILL PER C 2124
2 REMOVE EXISTING TREE
3 REMOVE EXISTING STORM DRAIN CATCH BASIN
4 EXISTING GAS AND FIBER OPTIC UTILITY LINES INSIDE (2) 4-IN STEEL CASINGS TO BE REMOVED
5 CONTRACTOR SHALL CONTACT DOMINION ENERGY (TYLER LEWIS, 801-324-3725) TO RELOCATE 4-IN GAS LINE UNDER NEW SIDEWALK WITH MINIMUM 3" COVER. PROVIDE 2 WEEK MINIMUM NOTICE OF WHEN WORK NEEDS TO BEGIN BY DOMINION ENERGY. COST OF WORK PROVIDED BY DOMINION ENERGY.
6 CONTRACTOR SHALL CONTACT COMCAST (JASON MACDONALD, DONALD_MACDONALD@COMCAST.COM) TO RELOCATE BURIED CABLE. COST OF WORK SHALL BE PROVIDED BY CONTRACTOR.
7 INSTALL 31 L.F. 15" RCP AT S=0.68%
8 EXISTING 36" CMP
9 NEW 36" RCP, SEE DWG NO. C-11 FOR PROFILE
10 NEW CURB, GUTTER (TYPE A) AND SIDEWALK C 2120 C 2162
11 FILL IN ABANDONED BRIGHTON CANAL, SEE DWG NO. C-11 FOR PROFILE
12 RESTORE ASPHALT C 2126
13 RECONNECT EXISTING 4" PVC STORM DRAIN TO NEW SDMH. CORE HOLE IN FIELD.
14 SEE DWG NO C-09 FOR GRAVITY SEWER DESIGN
15 SEE DWG NO C-08 FOR FORCE MAIN DESIGN
16 SEE DWG NO C-04 FOR STAMPED CONCRETE DESIGN
17 EXISTING CURB AND GUTTER
18 EXISTING 5' SIDEWALK
19 EXISTING EDGE OF ASPHALT
20 STABILIZE 3:1 FILL SLOPE WITH SEEDING AND EROSION CONTROL BLANKET C 2970
PLAN
CONSTITUTION BLVD
PAVEMENT CUT LINE
SCALE IN FEET
5 0 10 20
N



CIVIL

NEW STORM DRAIN AND BOX CULVERT RESTORATION PROFILE

DATE: FEBRUARY 2021 PROJECT NUMBER 048-20-01

GRANGER-HUNTER IMPROVEMENT DISTRICT

20E: PIONEER WWPS REPLACEMENT PROJECT

WEST VALLEY CITY, UT

DESIGN: D. COWELL CHECKED: B.P./B.M. REVIEW APPROVED: C. BAGLEY DRAWN: T. ANDERSON

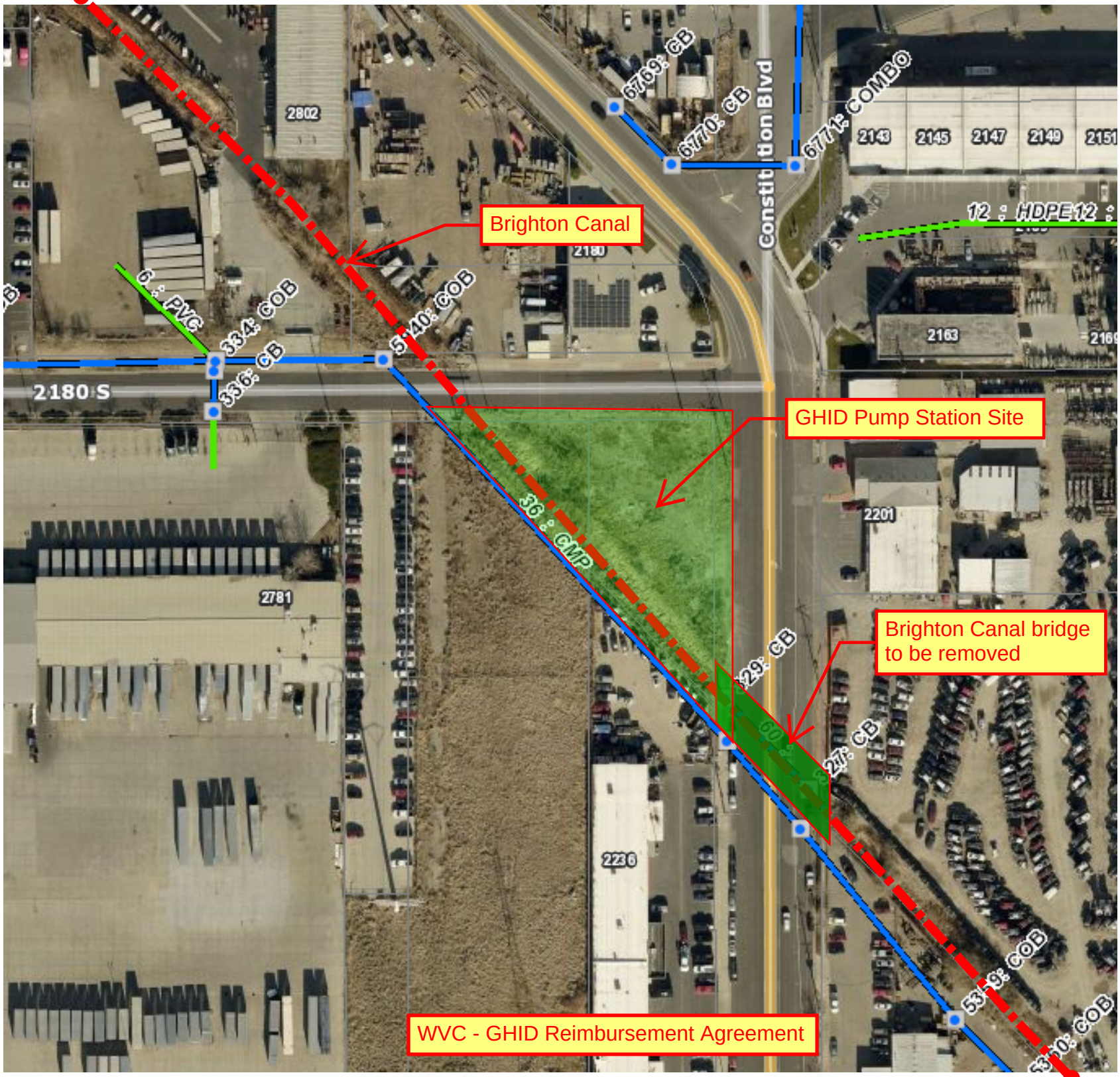
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING

NO.	DATE	REV. BY	DESCRIPTION
			REVISIONS

DRAWING NO. C-11

SHEET 17 OF 70

04/29/21


Brighton Canal
GHID Pump Station Site
Brighton Canal bridge to be removed
WVC - GHID Reimbursement Agreement
2180 S
Constitution Blvd
6769: CB
6770: CB
6771: COMBO
12 : HDPE12 :
6 : PVC
334: COB
336: CB
5' 40: COB
36 : CMP
29: CB
27: CB
53' 9: COB
53' 0: COB
2802
2180
2143
2145
2147
2149
2151
2163
2201
2781
2236

Item #:	
Fiscal Impact:	$616.07 (6.77% of actual cost)
Funding Source:	STP Funds/Class C Roads
Account #:	45-9610-40750-75252-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Right-of-way Purchase Contract, and acceptance of a Perpetual Easement and a Temporary Construction Easement.

SYNOPSIS:

Ramon Marquez Cortes and Araceli Lopez Gayosso have signed a Real Estate Purchase Contract and have agreed to sign a Perpetual Easement and a Temporary Construction Easement for property located at 5101 W. Eagle Wood Drive (20-01-455-002).

BACKGROUND:

The Ramon Marquez Cortes and Araceli Lopez Gayosso parcel located at 5101 W. Eagle Wood Drive is one of several parcels affected by the 4700 South Reconstruction Project (4000 West to 5600 West). This project is being constructed in cooperation with Kearns Metro Township. This project will reconstruct the pavement, curb, gutter, sidewalk and decorative street lighting on both sides of 4700 South and 4715 South to improve safety and ride quality of 4700 South and 4715 South. Compensation for the purchase of the Perpetual Easement and a Temporary Construction Easement and improvements is $9,100.00 based upon the Administrative Compensation Estimate prepared by Horrocks Engineering.

The project is being funded under the Surface Transportation Program (STP) with federal funds. Kearns Metro Township executed the Federal Aid Agreement with UDOT. West Valley City has signed an Interlocal Agreement with Kearns Metro Township. The city is responsible 6.77% of all project costs, including right of way, within West Valley City jurisdictional limits. The total value for the Perpetual Easement and a Temporary Construction Easement is $9,100.00, making the West Valley City share of the acquisition $616.07.

RECOMMENDATION:

Accept Perpetual Easement and a Temporary Construction Easement and authorize the Mayor to execute the Real Estate Purchase Contract. Authorize City Recorder to record the Perpetual Easement and Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RAMON CORTES AND ARACELI GAYOSSO FOR PROPERTY LOCATED AT 5101 WEST EAGLE WOOD DRIVE.

WHEREAS, Ramon Marquez Cortes and Araceli Lopez Gayosso (herein and collectively "Owner") have entered into a Real Estate Purchase Agreement for property located at 5101 West Eagle Wood Drive that is affected by the 4700 South Reconstruction Project (herein "Project"); and

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

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Real Estate Purchase Agreement with Owner, and to accept the Easements.

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

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

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

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DocuSign Envelope ID: B470E9C2-C3F2-47F6-9F1C-BDDCE956CD42

Kearns Metro or West Valley City

WEST VALLEY CITY
Unity Pride Progress

REAL ESTATE PURCHASE CONTRACT

Project No: F-2240(2)0 Parcel No.(s): 147:E, 147:EC

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 20-01-455-002
Property Address: 5101 West Eagle Wood Drive WEST VALLEY UT, 84120
Owner's Address: 5101 West Eagle Wood Drive,WEST VALLEY,UT,84120
Primary Phone: 385-258-7066 Owner's Home Phone: (385)258-7066 Owner's Work Phone:
Owner / Grantor (s): Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants ("Owner") agrees to sell to Kearns Metro or West Valley City ("The City") the Subject Property described below for Transportation Purposes,[1] and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 147:E, 147:EC, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts $9,100 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Grantor was paid for the following cost to cure: Two trees, general landscaping, relocation of yard items, and sod and sprinklers. Total cost to cure $5,680.00. The retaining wall be protected in place.**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

---

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

DS

Grantor's Initials

DocuSign Envelope ID: B470E9C2-C3F2-47F6-9F1C-BDDCE956CD42

Project No: F-2240(2)0 Parcel No.(s): 147:E, 147:EC

Pin No: 11085 Job/Proj No: 53867 Project Location: 4700 South; 4000 West to 5600 West
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 20-01-455-002
Property Address: 5101 West Eagle Wood Drive WEST VALLEY UT, 84120
Owner's Address: 5101 West Eagle Wood Drive,WEST VALLEY,UT,84120
Primary Phone: 385-258-7066 Owner's Home Phone: (385)258-7066 Owner's Work Phone:
Owner / Grantor (s): Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor was paid for the following cost to cure: Two trees, general landscaping, relocation of yard items, and sod and sprinklers. Total cost to cure $5,680.00. The retaining wall be protected in place.

DS Grantor's Initials

DocuSign Envelope ID: B470E9C2-C3F2-47F6-9F1C-BDDCE956CD42

Kearns Metro or West Valley City

WEST VALLEY CITY
Unity Pride Progress

REAL ESTATE PURCHASE CONTRACT

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Owner / Grantor (s): Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants

SIGNATURE PAGE TO KEARNS METRO OR WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Desiree Vargas / WLC Consulting, LLC, represents purchaser.

Authorized Signature(s):

30-21
Date

DocuSigned by:
167878DA2CC4408...
05/08/2021
Date

100% Ramon Marquez Cortes and Araceli Lopez Gayosso
- OWNER(s)

KEARNS METRO OR WEST VALLEY CITY

Date

Mayor
Local Government Authority

DS
Grantor's Initials

DocuSign Envelope ID: B470E9C2-C3F2-47F6-9F1C-BDDCE956CD42

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Primary Phone: 385-258-7066 Owner's Home Phone: (385)258-7066 Owner's Work Phone:
Owner / Grantor (s): Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants

Exhibit A
(Attach conveyance documents)

DS

Grantor's Initials

WHEN RECORDED, MAIL TO:
West Valley City
3600 Constitution Blvd.
West Valley City Utah 84119

COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Perpetual Easement

(Individual)

Salt Lake County

Tax ID No.	20-01-455-002
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:147:EC

Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants, Grantor(s), of West Valley, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to West Valley City, a municipal corporation of the State of Utah, Grantee, at 3600 Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of property situate, in Lot 147, Iron Wood No. 1, Entry No. 5616257, Book 93-9, Page 268 in the office of the Salt Lake County Recorder, in the SW1/4 SE1/4 of Section 1, T.2S., R.2W., S.L.B.&M, in Salt Lake County, Utah, for the purpose of constructing, maintaining, repairing and access to a wall and appurtenant parts thereof to facilitate the construction and widening of, 4700 South Street known as Project F-2240(2)0. This easement shall run with the Real Property and shall be binding upon the Grantor(s), successors, heirs and assigns. The boundaries of said easement upon a part of an entire tract of property are described as follows:

Beginning at the southwest corner of said Lot 147 and in the existing northerly right of way line of 4700 South Street, said corner is also 40.00 feet perpendicularly distant northerly from the 4700 South Street Control Line opposite approximate engineer station 1046+64.96; and running thence North 1.50 feet along the westerly boundary line of said lot; thence S.89°52'35"E. 77.50 feet to the easterly boundary line of said lot; thence South 1.50 feet along said easterly boundary line to a point in said existing northerly right of way line, said point is also 40.00 feet perpendicularly distant northerly from said control line opposite engineer station 1047+42.46; thence N.89°52'35"W. 77.50 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement upon part of an entire tract of property contains 116 square feet in area or 0.003 acre, more or less.

Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:147:EC

(Note: Rotate all bearings in the above description 00°14'28" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
)
COUNTY OF _____)

_____
Ramon Marquez Cortes

_____
Araceli Lopez Gayosso

On this _____ day of _____, in the year 20_____, before me personally appeared, Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement

(Individual)

Salt Lake County

Tax ID No.	20-01-455-002
PIN No.	11085
Project No.	F-2240(2)0
Parcel No.	2240:147:E

Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants, Grantor(s), of West Valley, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Beginning at the southwest corner of said Lot 147 and in the existing northerly right of way line of 4700 South Street; and running thence North 11.00 feet along the westerly boundary line of said lot; thence S.89°52'35"E. 2.06 feet; thence S.00°07'26"W. 2.00 feet; thence S.89°52'35"E. 75.44 feet to the easterly boundary line of said lot; thence South 9.00 feet along said easterly boundary line to said existing northerly right of way line; thence N.89°52'35"W. 77.50 feet along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement upon part of an entire tract of property contains 702 square feet in area or 0.016 acre, more or less.

(Note: Rotate all bearings in the above description 00°14'28" clockwise to obtain highway bearings.)

Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:147:E

STATE OF _____)
) ss.
)
COUNTY OF _____)

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Ramon Marquez Cortes

_____
Araceli Lopez Gayosso

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_____
Notary Public

WHEN RECORDED, MAIL TO:
West Valley City
3600 Constitution Blvd.
West Valley City Utah 84119

COPY TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Perpetual Easement

(Individual)

Salt Lake County	Tax ID No.	20-01-455-002
	PIN No.	11085
	Project No.	F-2240(2)0
	Parcel No.	2240:147:EC

Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants, Grantor(s), of West Valley, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to West Valley City, a municipal corporation of the State of Utah, Grantee, at 3600 Constitution Blvd., West Valley City, Utah 84119, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:147:EC

(Note: Rotate all bearings in the above description 00°14'28" clockwise to obtain highway bearings.)

STATE OF _____)
) ss.
)
COUNTY OF _____)

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Ramon Marquez Cortes

_____
Araceli Lopez Gayosso

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_____
Notary Public

Prepared by: (RDA) Meridian Engineering, Inc. 07P - 04/26/2021 INDIVIDUAL RW-09 (11-01-03)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Construction Easement

(Individual)

Salt Lake County	Tax ID No.	20-01-455-002
	PIN No.	11085
	Project No.	F-2240(2)0
	Parcel No.	2240:147:E

Ramon Marquez Cortes and Araceli Lopez Gayosso, husband and wife as joint tenants, Grantor(s), of West Valley, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

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Continued on Page 2

PIN No. 11085
Project No. F-2240(2)0
Parcel No. 2240:147:E

STATE OF _____)
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COUNTY OF _____)

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Ramon Marquez Cortes

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Araceli Lopez Gayosso

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_____
Notary Public

Prepared by: (RDA) Meridian Engineering, Inc. 07P - 04/26/2021 INDIVIDUAL RW-09 (11-01-03)

WEST VALLEY CITY
(INCORPORATED)

Exist. R/W Line

r/w

pe

1046+00

1047+00

1048+00

1049+00

SW 1/4 SE 1/4
SEC. 1

IRON WOOD NO. 1
SUBDIVISION

T.2S. S.L.B. & M. R.2W.

5125 WEST
WATER WOOD DRIVE

JESUS AND LEONOR RUVALCABA
ENTRY NO. 9579784
5115 WEST EAGLE WOOD DRIVE
LOT 146

RAMON MARQUEZ CORTES AND
ARACELI LOPEZ GAYOSSO
ENTRY NO. 13057157
5101 WEST EAGLE WOOD DRIVE
LOT 147

JESUS A. FUENTES ALAMILLA
ENTRY NO. 12277492
5087 WEST EAGLE WOOD DRIVE
LOT 148

ARTEMIO LEMUZ ALCARAZ, ETAL
ENTRY NO. 12035209
5075 WEST EAGLE WOOD DRIVE
LOT 149

TONY DANH, AN UNMARRIED MAN
ENTRY NO. 7345201
5065 WEST EAGLE WOOD DRIVE
LOT 150

1045+79.28
80.00' LT

1045+91.50
80.00' LT

1045+79.99
54.88' LT

1045+91.50
57.50' LT

1046+03.50
49.00' LT

1046+02.00
41.50' LT

1046+01.23
40.00' LT

12.22'

22.50'

14.71'

27.28'

25.95'

1.91'

C1

C2

C3

TEMPORARY EASEMENT 145:E

145:C

145:EC PERPETUAL EASEMENT

147:E TEMPORARY EASEMENT

147:EC PERPETUAL EASEMENT

TEMPORARY EASEMENT 149:E

149:EC PERPETUAL EASEMENT

TEMPORARY EASEMENT 151:E

151:EC PERPETUAL EASEMENT

TEMPORARY EASEMENT 153:E

153:EC PERPETUAL EASEMENT

3.94'
1046+61.00
51.00' LT
2.00'
1046+61.00
49.00' LT

2.06'
1046+67.00
51.00' LT
2.00'
1046+67.00
49.00' LT

2.94'
1048+17.00
51.00' LT
2.00'
1048+17.00
49.00' LT

3.06'
1048+23.00
51.00' LT
2.00'
1048+23.00
49.00' LT

3.44'
1048+94.00
51.00' LT
2.00'
1048+94.00
49.00' LT

2.56'
1049+00.00
51.00' LT
2.00'
1049+00.00
49.00' LT

57.50'
62.96'
63.73'
75.44'
74.56'
71.00'
73.00'
77.50'
11.00'
9.00'
1.50'

4700 SOUTH STREET

CONTROL LINE
S89°38'06"E 1945.56'

SECTION LINE
S89°38'06"E 2641.78'

WEST VALLEY
KEARNS

SEC

Exist. 40.00'

4545

372.08'

368.08'

1132.11'
69.00'

146:C

1048+11.50
40.00' RT

1048+07.50
43.00' RT

1048+21.10
55.09' RT

1048+16.50
57.50' RT

1048+21.00
70.00' RT

1048+24.58
65.11' RT

1048+38.50
53.00' RT

1048+38.50
65.00' RT

1048+40.50
55.00' RT

1048+40.50
70.00' RT

1048+68.50
55.00' RT

1048+68.50
68.00' RT

1048+70.50
53.00' RT

1048+70.50
64.00' RT

1048+97.00
40.00' RT

1049+00.00
44.00' RT

1048+88.50
52.50' RT

1048+85.50
63.50' RT

1048+87.50
68.00' RT

85.50'
32.00'
28.00'
19.50'
19.00'
12.00'
15.00'
13.00'
11.00'
15.01'
17.88'
17.07'
10.61'
13.92'
13.29'
15.12'
27.06'
11.40'
8.00'

TEMPORARY EASEMENT 146:E

ELG SHADOW RIDGE-176, LLC
RVG SHADOW RIDGE-176, LLC
ENTRY NO. 9715868
5075 WEST 4700 SOUTH

NW 1/4 NE 1/4
SEC. 12

137
KEARNS
(UNINCORPORATED)

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	20.00'	14°43'27"	5.14'	5.13'	S07°07'22"E
C2	20.00'	75°09'08"	26.23'	24.39'	N52°03'32"W
C3	20.00'	06°13'08"	2.17'	2.17'	S11°22'24"E

30 15 0 30
SCALE IN FEET

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

DRAWN BY JMM
QC CHECKED BY TJD
APPROVED
DATE
PROFESSIONAL LAND SURVEYOR

PROJECT: 4700 SOUTH; 4000 WEST TO 5600 WEST
PROJECT NUMBER: F-2240(2)0
PIN: 11085

RIGHT-OF-WAY PLAN

SALT LAKE COUNTY
TEMP 8P
SHEET NO. RW-11

D:\Civil Projects\2019\19114-MWN-S-Lochner-4700 South-4000 W to 5600 W\11085_ROW\right of way\11085_F-2240(2)0_RW-11.dgn
17-MAY-2021

WEST VALLEY CITY
(INCORPORATED)

5125 WEST
WATER WOOD DRIVE

Exist. R/W Line

1046+00

1047+00

1048+00

1049+00

SW 1/4 SE 1/4
SEC. 1

IRON WOOD NO. 1
SUBDIVISION

T.2S.
S.L.B.

R.2W.
& M.

JESUS AND LEONOR RUVALCABA
ENTRY NO. 9579784
5115 WEST EAGLE WOOD DRIVE
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ARACELI LOPEZ GAYOSSO
ENTRY NO. 13057157
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JESUS A. FUENTES ALAMILLA
ENTRY NO. 12277492
5087 WEST EAGLE WOOD DRIVE
LOT 148

ARTEMIO LEMUZ ALCARAZ, ETAL
ENTRY NO. 12035209
5075 WEST EAGLE WOOD DRIVE
LOT 149

TONY DANH, AN UNMARRIED MAN
ENTRY NO. 7345201
5065 WEST EAGLE WOOD DRIVE
LOT 150

1045+79.28
80.00' LT

1045+91.50
80.00' LT

1045+91.50
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54.88' LT

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40.00' LT

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41.50' LT

1046+03.50
49.00' LT

1046+61.00
49.00' LT

1046+61.00
51.00' LT

1046+67.00
49.00' LT

1046+67.00
51.00' LT

1048+17.00
49.00' LT

1048+17.00
51.00' LT

1048+23.00
49.00' LT

1048+23.00
51.00' LT

1048+94.00
49.00' LT

1048+94.00
51.00' LT

1049+00.00
49.00' LT

1049+00.00
51.00' LT

TEMPORARY EASEMENT 145:E

TEMPORARY EASEMENT 147:E

TEMPORARY EASEMENT 149:E

TEMPORARY EASEMENT 151:E

TEMPORARY EASEMENT 153:E

145:C

145:EC PERPETUAL EASEMENT

147:EC PERPETUAL EASEMENT

149:EC PERPETUAL EASEMENT

151:EC PERPETUAL EASEMENT

153:EC PERPETUAL EASEMENT

C1 C2 C3

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
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4700 SOUTH STREET

CONTROL LINE
S89°38'06"E 1945.56'

SECTION LINE
S89°38'06"E 2641.78'

WEST VALLEY
KEARNS

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372.08'

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1048+11.50
40.00' RT

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65.00' RT

1048+40.50
70.00' RT

1048+38.50
53.00' RT

1048+40.50
55.00' RT

1048+68.50
55.00' RT

1048+68.50
68.00' RT

1048+70.50
53.00' RT

1048+70.50
64.00' RT

1048+97.00
40.00' RT

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1048+85.50
63.50' RT

1048+87.50
68.00' RT

ELG SHADOW RIDGE-176, LLC
RVG SHADOW RIDGE-176, LLC
ENTRY NO. 9715868
5075 WEST 4700 SOUTH

NW 1/4 NE 1/4
SEC. 12

138
KEARNS
(UNINCORPORATED)

SCALE IN FEET 30 15 0 30

Page 16 of 16

REVISIONS				
NO.	DATE	APPROVED BY		REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - MERIDIAN ENGINEERING, INC.

APPROVED

PROFESSIONAL LAND SURVEYOR

DRAWN BY JMM
QC CHECKED BY TJD
DATE

PROJECT: 4700 SOUTH; 4000 WEST TO 5600 WEST
PROJECT NUMBER: F-2240(2)0
PIN: 11085

RIGHT-OF-WAY PLAN

SALT LAKE
COUNTY
TEMP 8P
SHEET NO. RW-11

D:\DGN Files\Projects\2018\19114-RWN-S-Lochner-4700 South-4000 W to 5600 W\11085_VB\right of way\11085_F-2240(2)0_RW-11-General.dgn
17-MAY-2021

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Canvass returns of the 2021 Municipal Primary Election held August 10, 2021; and accept and approve the results of the election.

SYNOPSIS:

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal Primary Election no sooner than seven days and no later than 14 days after the election.

RECOMMENDATION:

Accept and approve the results of the 2021 Municipal Primary Election upon completion of the canvass.

SUBMITTED BY:

Nichole Camac, CMC
City Recorder

WEST VALLEY CITY, UTAH

RESOLUTION NO. 21-XX

A RESOLUTION ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL PRIMARY ELECTION HELD AUGUST 10, 2021 AS SHOWN ON THE CANVASS REPORT.

WHEREAS, on August 10, 2021, the West Valley City Municipal Primary Election was held; and

WHEREAS, the Mayor and City Council are the Municipal Legislative Body for West Valley City and comprise the Board of Municipal Canvassers per Utah Code Annotated §20A-4-301(2)(a); and

WHEREAS, the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal Primary Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than 14 days after the election per Utah Code Annotated §20A-4-301(2)(b)(ii); and

WHEREAS, on August 10, 2021, the Board of Municipal Canvassers canvassed the returns of the Municipal Primary Election; and

WHEREAS, during the canvass the Board of Municipal Canvassers inspected the ballot results by precinct; and

WHEREAS, the Board of Municipal Canvassers have determined that the election and voting were conducted in compliance with Utah State law.

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Board of Municipal Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2021 West Valley City Municipal Primary Election held August 10, 2021.

Section 2. The following candidates are declared to have received the number of votes indicated:

Mayor (4-Year Term)

Steve Buhler	XX
Arnold M Jones	XX
Tom Huynh	XX
Karen Lang	XX

Councilmember District 2 (4-Year Term)

Philip Wayman	XX
Chris Bell	XX
Scott Harmon	XX

Section 3. The following candidates having qualified by number of votes to be listed on the ballot for the Municipal General Election to be held November 2, 2021:

Mayor (4-Year Term)

TBD
TBD

Councilmember District 2 (4-Year Term)

TBD
TBD

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this Resolution and a certified copy of the Election Results Report to the Lieutenant Governor's Office.

Section 5. This Resolution shall take effect immediately.

PASSED AND APPROVED this 24th day of August, 2021.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

August 12, 2021

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.

August 2021

August 19, 2021 *Thursday*	TownePlace Suites/Hampton Inn Outdoor Block Party, 12-2 PM; Parking lot Between Hotels
August 20, 2021 *Friday*	National Night Out Neighborhood Block Party
August 23, 2021 *Monday*	Senior Focus Safety Fair, 9-11 AM; WVC Family Fitness Center, 5415 West 3100 South
August 23, 2021 *Monday*	Family Focus Safety Fairs, 4:30-6:30 PM; WVC Family Fitness Center
August 28, 2021 *Saturday*	My Hometown Day of Service, 8 AM to 12 PM; Throughout the North Granger Neighborhoods
August 28, 2021 *Saturday*	Fierce Fighting Championship XVI, 5:30 PM; Maverik Center, 3200 S Decker Lake Drive

September 2021

September 1, 2021 *Wednesday*	National Night Out Wrap up Party and Heros Celebration, Fairbourne Station, 2810 West 3590 South
Sept 2 – Oct 13, 2021	Weaver's Guild Exhibit; UCCC, 1355 W 3100 S (Celebration Gallery)
September 3, 2021 *Friday*	Jonas Brothers, 7 PM; USANA, 5150 Upper Ridge Road
September 6, 2021 *Monday*	Labor Day – City Offices Closed
September 7, 2021 *Tuesday*	3 Doors Down, 8 PM; USANA, 5150 Upper Ridge Road
September 8, 2021 *Wednesday*	Chat with the Chief, 6 PM; Live at Facebook.com/WVCPolice
September 9, 2021 *Thursday*	Campaign Finance Statements Due- 2021 Election/ Candidates who were eliminated in Primary
September 9, 2021 *Thursday*	Korn & Staind, 6:30 PM; USANA, 5150 Upper Ridge Road
Sept. 9th – Oct. 2nd	Sweeney Todd, 7:30 PM (Saturdays at 2 PM); West Valley Theater, 3333 Decker Lake Drive
September 10, 2021 *Friday*	Pepe Aguilar Presenta Jaripeo Sin Fronteras, 8 PM; Maverik Center, 3200 South Decker Lake Drive
September 18, 2021 *Saturday*	My Hometown Day of Service, 8 AM to 12 PM; Throughout the North Granger Neighborhoods
September 21, 2021 *Tuesday*	Bachman Cummings Together Again, 7:30 PM; Maverik Center, 3200 South Decker Lake Drive
September 22, 2021 *Wednesday*	KISS, 7:30 PM; USANA, 5150 Upper Ridge Road
September 23, 2021 *Thursday*	Alanis Morissette, 7 PM; USANA, 5150 Upper Ridge Road

September 24, 2021 *Friday*	Lady A, 7 PM; USANA, 5150 Upper Ridge Road
September 27, 2021 *Monday*	Lil Baby w/ special guest Lil Durk: The Back Outside Tour; 8 PM; USANA, 5150 Upper Ridge Road
September 29, 2021 *Wednesday*	Doobie Brothers, 7:00 PM; USANA, 5150 Upper Ridge Road
September 30, 2021 *Thursday*	Judas Priest, 7:30 PM; Maverik Center, 3200 S Decker Lake Drive

October 2021

October 2, 2021 *Saturday*	Gold Over America Tour, 7 PM; Maverik Center, 3200 S Decker Lake Drive
October 2, 2021 *Saturday*	Pitbull, 8 PM; USANA, 5150 Upper Ridge Road
October 5, 2021 *Tuesday*	311, 6:30 PM; USANA, 5150 Upper Ridge Road
October 9, 2021 *Saturday*	My Hometown Day of Service, 8 AM to 12 PM; Throughout the North Granger Neighborhoods
October 11, 2021 *Monday*	General Election Ballots Mailed- 2021 Election
Oct 11 – Nov 4, 2021	Day of the Dead Exhibits; UCCC, 1355 W 3100 S
October 13, 2021 *Wednesday*	Chat with the Chief, 6 PM; Live at Facebook.com/WVCPolice
October 22, 2021 *Friday*	James Taylor & His All-Star Band, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
October 26, 2021 *Tuesday*	Campaign Finance Statements Due, 2021 Elections
October 30, 2021 *Saturday*	Day of the Dead Celebration, 11 AM to 6 PM; UCCC, 1355 W 3100 S

November 2021

November 2, 2021 *Tuesday*	General Election Day
November 10, 2021 *Wednesday*	Chat with the Chief, 6 PM; Live at Facebook.com/WVCPolice
November 11, 2021 *Thursday*	Veteran's Day – City Offices Closed
Nov 15 – Dec 30	"Trees of Diversity"; UCCC, 1355 W 3100 S (Commons Areas)
Nov 15 – Dec 30	"Winter Scenes and Holiday Dreams" Exhibit; UCCC, 1355 W 3100 S (Plaza Level and Crescent Galleries)
Nov. 18th – Feb. 24th	"Russian Art Exhibit"; UCCC, 1355 W 3100 S (Celebration Gallery)
Nov 22 – Dec 30	Winter Market (Art for Sale); UCCC, 1355 W 3100 S (Bridge Gallery)
November 25, 2021 *Thursday*	Thanksgiving – City Offices Closed

December 2021

December 2, 2021 *Thursday*	Final Campaign Finance Statement Due, 2021 Election
December 5, 2021 *Sunday*	Jeff Dunham, 3 PM; Maverik Center, 3200 Decker Lake Drive
December 6, 2021 *Monday*	Winter Concert Series, 7 PM; UCCC – Great Hall, 1355 W 3100 S
December 13, 2021 *Monday*	Winter Concert Series, 7 PM; UCCC – Great Hall, 1355 W 3100 S

December 20, 2021 *Monday*	Winter Concert Series, 7 PM; UCCC – Great Hall, 1355 W 3100 S
December 24, 2021 *Friday*	Christmas Eve – City Offices Closed

February 2022

February 19, 2022 *Saturday*	Erasure – The Neon Tour, 8 PM; Maverik Center, 3200 S Decker Lake Drive