



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, June 14, 2022, 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, June 14, 2022

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Don Christensen
4. Special Recognitions
5. Approval of Minutes:
 - A. June 7, 2022
6. Awards, Ceremonies and Proclamations:
 - A. Parks and Recreation Award Presentation by Utah Recreation and Parks Association
7. Comment Period:

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

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

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

8. Resolutions:

- A. 22-94: Approve an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Purchase of Aerial Photography
- B. 22-95: Authorize the City to Enter into an Agreement With SelectHealth for Health Insurance Coverage
- C. 22-96: Authorize the City to Enter into an Agreement with EMI Health for Dental Insurance Coverage for 2022-2023
- D. 22-97: Authorize the City to Enter Into an Agreement with Mission Square Retirement for Retirement Plan Services

9. Consent Agenda:

- A. Reso. 22-98: Authorize the City to Release a Slope Easement at Woodhollow Estates

- B. Reso. 22-99: Accept a Warranty Deed from Luz A. Rangel for Property Located at 3560 West Muriel Way
- C. 22-100: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Elizabeth Galvan Ramos and Rafael Romero for Property Located at 3548 West Muriel Way

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JUNE 7, 2022, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large (*electronically*)
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2 (*electronically*)
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

Wayne Pyle, City Manager (*electronically*)
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/ General Counsel
Eric Bunderson, City Attorney (*electronically*)
Colleen Jacobs, Police Chief
John Evans, Fire Chief (*electronically*)
Jeanette Carpenter, Acting Finance Director
Steve Pastorik, CED Director (*electronically*)
Layne Morris, CPD Director
Dan Johnson, Public Works Director (*electronically*)
Nancy Day, Parks and Recreation Director
John Flores, HR Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER LARS NORDFELT

Councilmember Lars Nordfelt asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 24, 2022

The Council considered the Minutes of the Regular Meeting held May 24, 2022. There were no changes, corrections or deletions.

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-2-

Councilmember Huynh moved to approve the Minutes of the Regular Meeting held May 24, 2022. Councilmember Whetstone seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Jim Vesock stated that the Council needs to continue to make staff accountable. He indicated that he is frustrated that events being held at the Maverik Center or USANA are often advertised as Salt Lake City. Mr. Vesock stated that the City needs to raise the minimum wage for employees. He indicated that the My Hometown CRC Center opened a few weeks ago and there was a great turnout. Mr. Vesock stated that parking enforcement issues citations for semi's parked illegally but then the semi's move to the driveway and it takes time for Code Enforcement to work through their process. Mr. Vesock stated that he doesn't believe the West Valley City fitness center has a competitive aquatics facility.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, had no comments.

C. CITY COUNCIL COMMENTS

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

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2021-2022 BUDGE

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 7, 2022, in order for the City Council to hear and consider public comments regarding re-opening the FY 2021-2022 Budget.

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

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.

A Public Notice was posted May 19, 2022, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held June 7, 2022, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-3-

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

ACTION: ORDINANCE NO. 22-23, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 22-23 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Councilmember Nordfelt moved to approve Ordinance 22-23.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-6-2022, FILED BY WADSWORTH LAKE PARK, LLC, REQUESTING A ZONE CHANGE FROM M (MANUFACTURING) TO B/RP (BUSINESS/RESEARCH PARK) FOR PROPERTY LOCATED AT 4625 WEST LAKE PARK BLVD.

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 7, 2022, in order for the City Council to hear and consider public comments regarding application Z-6-2022, Filed by Wadsworth Lake Park, LLC, requesting a Zone Change from M (Manufacturing) to B/RP (Business/Research Park) for Property Located at 4625 West Lake Park Blvd.

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-4-

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

About 30% of the parcel is already zoned B/RP with the balance being M. The subject property is designated as business park in the West Valley City General Plan and is developed as an office building that, according to the Salt Lake County Assessor, is 81,170 square feet in area.

The current M zoning on the property does not allow medical office; however, the B/RP zone does allow medical office. The applicant is requesting this zone change to expand the leasing options on this property to include medical office. For reference, staff has included the commercial and manufacturing zone use table to compare the allowed uses in the M and B/RP zones.

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

ACTION: ORDINANCE NO. 22-24, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4625 WEST LAKE PARK BLVD FROM M (MANUFACTURING) TO B/RP (BUSINESS/RESEARCH PARK)

The City Council previously held a public hearing regarding proposed Ordinance 22-24 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4625 West Lake Park Blvd from M (Manufacturing) to B/RP (Business/Research Park).

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

Councilmember Fitisemanu moved to approve Ordinance 22-24.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-5-

Unanimous.

RESOLUTION 22-93: AWARD A CONTRACT TO MORGAN PAVEMENT FOR THE 2022 ASPHALT POLYMER TREATMENT PROJECT

Wayne Pyle, City Manager, discussed proposed Resolution 22-93 that would Award a Contract to Morgan Pavement for the 2022 Asphalt Polymer Treatment Project

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

This project consists of the application of a polymer mastic seal as a high-density roadway surface preservation treatment on several roads within The City as well as the Stonebridge Golf Club parking lot. It is designed to seal the surface on newer pavements to prevent oxidation of the asphalt oil from ultraviolet exposure and water infiltration.

Work will be performed on various streets within The City and the Stonebridge Golf Club parking lot. The parking lot surface treatment includes crack sealing and application of the polymer mastic seal. The portion of the contract for the parking lot is \$25,974.

An overview of the Capital Improvement Plan can be found at the following link.

<https://wvc-ut.maps.arcgis.com/apps/MapJournal/index.html?appid=20f9436d61c94007b7076dc387ae6da3>

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

Councilmember Huynh moved to approve Resolution 22-93.

Councilmember Whetstone seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-6-

Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

UNFINISHED BUSINESS

RESOLUTION 22-87: AUTHORIZE THE PURCHASE OF A BIKE PARK FROM AMERICAN RAMP COMPANY

Wayne Pyle presented proposed Resolution 22-87 that would authorize the Purchase of a Bike Park from American Ramp Company

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

With the success of the skate park, and pump track, including high demand from bicyclists, it has been determined that a bike park type course should be located in close proximity to the skate park and incorporate the pump track. This will increase the usable area of the skate park; reducing congestion and increasing safety for all participants, and will create more bike features (banks, berms, hills, jumps, etc.). This will be a new element which will enhance the park not just for bicycles, but for all wheeled users.

As Centennial Park continues to be developed, and with the success of the Skate Park and Pump Track, it has been determined that a bike park should be installed. This bike park will help alleviate some congestion at the skate park and will add additional elements that would increase the draw to the skate park from users of all skill levels.

The park will have asphalt trails and manufactured ramps, berms, whoops, tunnels and bridge. It will be around the perimeter of the retention basin, and will be a one of a kind facility east of the Mississippi River.

The new Bike Park features and installation will be obtained from American Ramp Company using Sourcewell Cooperative Purchasing contract number 112420-ARC.

Councilmember Harmon asked how much the City will have to contribute to this project. Nancy Day, Parks and Recreation Director, replied about 99% of the total cost is being funded by the grant so the City's portion will be very small.

Councilmember Nordfelt stated that he looks forward to this addition and will be great for

MINUTES OF COUNCIL REGULAR MEETING JUNE 7, 2022

-7-

residents.

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

Councilmember Nordfelt moved to approve Resolution 22-87.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, JUNE 7, 2022 WAS ADJOURNED AT 6:45 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, June 7, 2022.

Nichole Camac, CMC
City Recorder

Item: _____
Fiscal Impact: \$6990.75
Funding Source: Existing Budget
Account #: Account #10-4123-40255
Budget Opening Required: No

ISSUE:

A resolution authorizing an agreement with Salt Lake County Surveyor's Office and Assessor's Office to purchase digital orthorectified aerial photography contracted with the vendor Pictometry/Eagleview flown in December 2021.

SYNOPSIS:

This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography and oblique imagery of West Valley City. Under this agreement, the West Valley City agrees to participate in the acquisition of a commercial aerial photography license of high-resolution Imagery data. The County agrees to give the City access to the oblique imagery using the browser based "ConnectExplorer" and up to 5 licenses to view and measure the photos.

BACKGROUND:

Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

RECOMMENDATION:

City staff recommends the approval of this resolution.

SUBMITTED BY:

Submitted by Ken Cushing/Jeni Erkkila, IT Division

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN WEST VALLEY
CITY AND SALT LAKE COUNTY FOR THE PURCHASE
OF AERIAL PHOTOGRAPHY.**

WHEREAS, Salt Lake County (herein “the County”) has access to certain high resolution imagery; and

WHEREAS, the City desires access to the high resolution imagery in the form of aerial photos; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows: The Interlocal Agreement entitled, “Interlocal Cooperation Agreement” is hereby approved, in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
WEST VALLEY CITY**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and _____, a municipal corporation of the State of Utah ("City"). The County and City are sometimes referred to as the "Parties".

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery "(Oblique Imagery)" and high-resolution orthogonal ("Orthorectified Imagery") aerial photographs of certain areas of Salt Lake County (the "Pictometry Agreement"); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in Salt Lake County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor's Office ("Surveyor") and the Salt Lake County Assessor's Office ("Assessor"), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101, et seq. to enter into agreements for the joint cooperation of the parties for the benefit of their residents;

NOW, THEREFORE, the County and the City enter into the following agreement:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. The County hereby grants to the City the use of 1 license, with up to five unique usernames per license, to view Oblique Imagery for all areas within the City's jurisdictional boundaries. Use of a license allows the City access to CONNECT software provided through the Pictometry Agreement and is subject to the terms and conditions of the Pictometry Agreement. Use of a license may be revoked for any misuse or violations of the terms and conditions of the Pictometry Agreement.

C. Electronic files of Orthorectified Imagery will be provided to the City by the County on May 16th, 2022 or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the \$130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundaries consists of approximately 35.85 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$4660.50. City shall tender payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

B. The City shall pay County \$65.00 per square mile for use of the license to access the Oblique Imagery. The total payment for use of the license and access to the Oblique Imagery is \$2330.25. City shall tender payment in full in order to receive authorization to use the license.

3. Ownership.

A. Orthorectified Imagery. Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination.

A. This Agreement shall take effect upon execution of this Agreement and shall terminate on December 31, 2022 unless an extension is agreed to in writing.

B. Either party may terminate this agreement for convenience at any time by giving thirty-(30)-days written notice to the other party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving seven (7) days written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the "Act"). Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by an communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2-100
PO Box 144575
Salt Lake City, Utah 84114-4575

Salt Lake County Surveyor
2001 South State Street, N1-400
PO Box 144575
Salt Lake City, Utah 84114-4575

City: _____

8. Termination. The County may terminate this Agreement for an "Event of Default" as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term "Event of Default" means: (a) the City fails to

make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between said Parties that:

A. Agents, employees, or representatives of each party shall not be deemed to be the agents, employees or representatives of the other;

B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

C. The County designates Emily LaMunyon as representative to assist in the management of this Agreement. The City designates _____ as representative to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

10. INTERLOCAL COOPERATION ACT REQUIREMENTS In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Reid J. Demman
County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney

WEST VALLEY CITY

By _____

Title _____

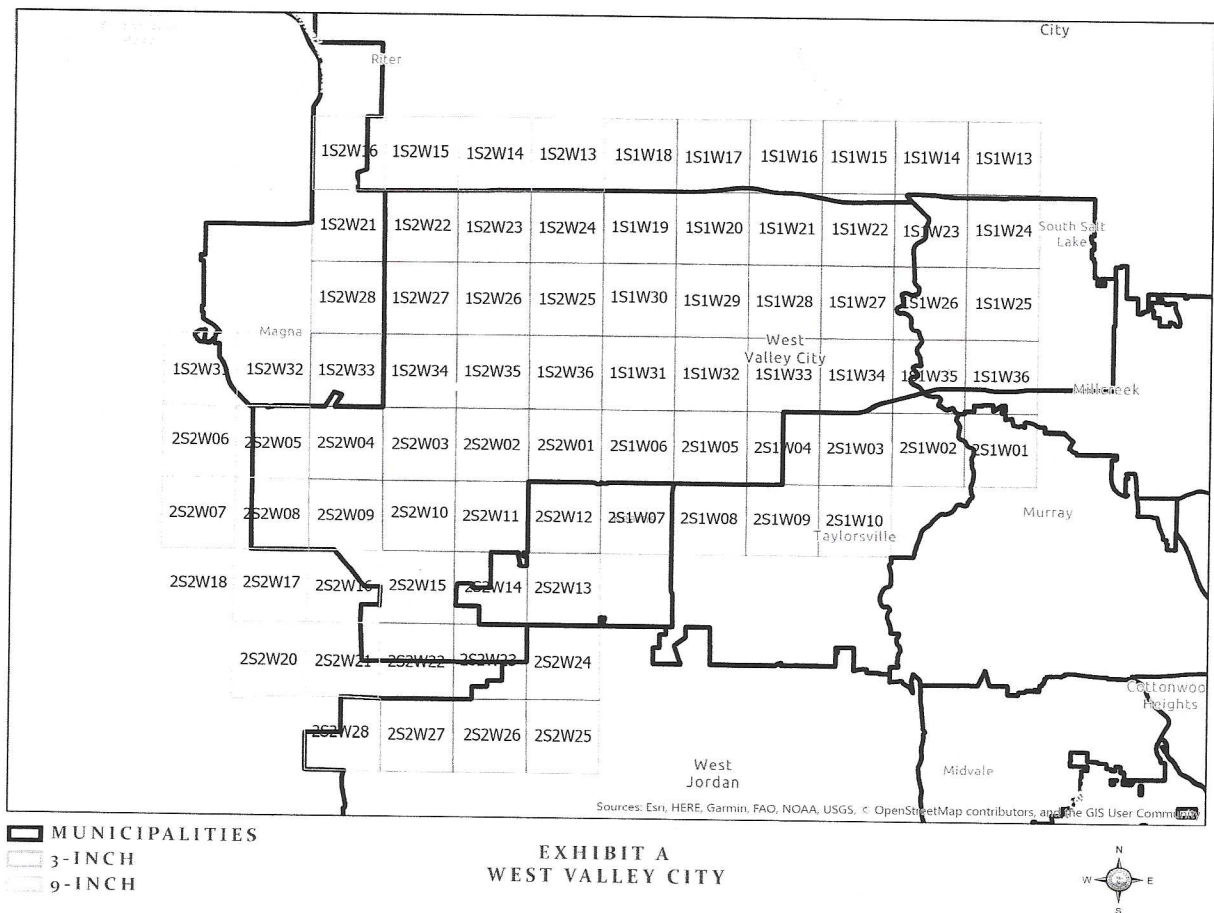
ATTEST:

City Recorder

Approved as to Form and Legality:

Clara [Signature]

Attorney for WVC



Item: _____

Fiscal Impact: _____ N/A _____

Funding Source: _____ N/A _____

Account#: _____ N/A _____

Budget Opening Required: __No__

ISSUE:

Renew contracts with SelectHealth for medical benefits to the City's employees.

SYNOPSIS:

Renew the contracts for Fiscal Year 2022/2023.

BACKGROUND:

SelectHealth is the current provider for health insurance benefits for City employees. There is no increase in fees. This is a renewal of the contract.

RECOMMENDATION: Approve the resolution

SUBMITTED BY:

John Flores, Human Resource Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO AN AGREEMENT WITH SELECTHEALTH FOR
HEALTH INSURANCE COVERAGE.**

WHEREAS, the City provides certain health insurance benefits to attract and retain talented employees; and

WHEREAS, SelectHealth has been the City's health insurance provider; and

WHEREAS, SelectHealth is willing to continue to offer said benefits at an acceptable rate to the City as set forth in the agreement and supporting documents attached hereto (the "Proposal"); 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 City to approve the Proposal; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Proposal is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute any documents necessary to facilitate the acceptance of the Proposal 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 _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: _____

Fiscal Impact: _____ N/A _____

Funding Source: _____ N/A _____

Account#: _____ N/A _____

Budget Opening Required: _No_

ISSUE:

Renew contracts with EMI to provide dental benefits to the City's employees.

SYNOPSIS:

Renew the contracts for Fiscal Year 2022/2023.

BACKGROUND:

EMI is the current provider for dental benefits for City employees. There is no increase in fees. This is a renewal of the contract.

RECOMMENDATION: Approve the resolution

SUBMITTED BY:

John Flores, Human Resource Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO AN AGREEMENT WITH EMI HEALTH FOR
DENTAL INSURANCE COVERAGE FOR 2022-2023.**

WHEREAS, the City provides certain dental insurance benefits to attract and retain talented employees; and

WHEREAS, EMI Health has been the City's dental insurance provider; and

WHEREAS, EMI Health is willing to continue to offer said benefits at an acceptable rate to the City as set forth in the proposal attached hereto (the "Proposal"); 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 City to approve the Proposal; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Proposal is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute any documents necessary to facilitate the acceptance of the Proposal 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 _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



emihealth.com

5101 SOUTH COMMERCE DRIVE
MURRAY, UTAH 84107
TOLL FREE 800 662 5850
CORPORATE 801 262 7476
FAX 801 269 9734
TTY 888 236 4823

February 18, 2022

West Valley City (Plan #2720)

Attn:

3600 S Constitution Blvd

Salt Lake City, UT 84119

RE: Dental Renewal

Dear EMI Health Customer:

Thank you for choosing EMI Health as your Dental carrier. As the anniversary date for West Valley City approaches, we have completed our annual review and would like to propose renewal rates for the upcoming year.

Your Dental renewal rates, effective July 1, 2022 are listed below:

<u>Choice PPO</u>	<u>Current ASO Rate</u>	<u>Renewal ASO Rate</u>
	\$4.60 PEPM	\$4.60 PEPM

If you have questions regarding your benefits or would like to discuss other benefit options please contact your broker/consultant or your EMI Health account manager, Sami Morrison. We appreciate your business with EMI Health and look forward to providing your organization with affordable coverage for the upcoming year.

Please sign below to acknowledge your acceptance of the terms, conditions and obligations of the renewal rates including any benefit or language changes (if applicable) for the 2022 plan year. Please return this signed signature page to EMI Health by May 31, 2022. If this signature page is not received by the previously mentioned date your first payment under the new rates will be deemed an acceptance of the new rates, benefits, and agreements.

Signature

Date

Sincerely,

Underwriting Department

EMI Health

Plans are underwritten or provided by: Educators Mutual Insurance Association of Utah • Educators Health Plans Life, Accident, and Health, Inc.

Item: _____

Fiscal Impact: _____ N/A _____

Funding Source: _____ N/A _____

Account#: _____ N/A _____

Budget Opening Required: __No__

ISSUE:

Renew Administrative Services Agreement with Mission Square Retirement (Formally ICMA) for the investment of retirement funds for the City's employees.

SYNOPSIS:

Renew the Administrative Services Agreement.

BACKGROUND:

Mission Square Retirement is current provider for retirement investment services. Many employees are investing with Mission Square. This agreement is in effect for 7 years.

RECOMMENDATION: Approve the resolution

SUBMITTED BY:

John Flores, Human Resource Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO AN AGREEMENT WITH MISSION SQUARE
RETIREMENT FOR RETIREMENT PLAN SERVICES.**

WHEREAS, the City provides certain retirement benefits to attract and retain talented employees; and

WHEREAS, Mission Square Retirement has provided certain retirement plan services to the City; and

WHEREAS, Mission Square Retirement is willing to continue to offer said benefits at an acceptable rate to the City as set forth in the Administrative Services Agreement attached hereto (the "Agreement"); 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 City to approve the Agreement; and

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 and City Manager are hereby authorized to execute any documents necessary to facilitate the acceptance of the 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 _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

ADMINISTRATIVE SERVICES AGREEMENT

for

City of West Valley

Type: **457**

Account #: **303425**

Type: **401**

Account #: **109078**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of West Valley** ("Employer"), an **Entity** organized and existing under the laws of the State of **Utah** with an office at **3600 Constitution Boulevard, West Valley City, Utah 84119..**

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

DRAFT - DO NOT SIGN

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the

Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.
- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however,

MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.

- (b) **Administrative Allowance.** MissionSquare shall provide an annual administrative allowance of **\$28,000**, which shall be held in an unallocated plan account and shall be distributed in quarterly installments to the Employer or to the Plan at Employer direction. Such distributions reflect MissionSquare's assumptions regarding the aggregate level of recordkeeping revenue received from funds offered by the Plan at the initiation of this Agreement. In the event that the Employer chooses to replace investment options during the term of this Agreement, the revenue assumptions with respect to the new investment options will be re-evaluated and the administrative allowance will be adjusted commensurately. Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or to be allocated to participant accounts under the Plan at the instruction of the Employer.
- (c) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.

- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MSQ Disclosures.
- (e) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in R9 shares of the MissionSquare standard fund lineup as of the date of signing of the contract..

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by April 20 - Effective June
- Agreement received by June 20 - Effective August
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **seven (7) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any

prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Utah**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF WEST VALLEY

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By  _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled

maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Item #:	
Fiscal Impact:	\$0.00
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and authorization for a Release of Slope Easement.

SYNOPSIS:

An existing Slope Easement in favor of West Valley City for a Slope Easement at the end of a dead-end street is no longer necessary and needs to be released.

BACKGROUND:

In 2018 a Slope Easement was granted to West Valley City to accommodate grades and slopes on property abutting a dead-end streets known as Cibola Road (6225 South) and 6200 South as shown on the recorded plat of Woodhollow Estates PUD Phase 1. As Woodhollow Estates PUD Phase 3 which extends Cibola Road and 6200 South is approved and currently under construction, the Slope Easement is no longer necessary. As the easement is no longer necessary, a Release of Slope Easement has been prepared for approval by the West Valley City Council and execution by the Mayor.

RECOMMENDATION:

Approve Release of Slope Easement and authorize the Mayor to execute said Release of Slope Easement for and in behalf of West Valley City. Authorize City Recorder to record said Release of Slope Easement.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO RELEASE A
SLOPE EASEMENT AT WOODHOLLOW ESTATES.**

WHEREAS, as a condition of prior development, the City required a slope easement; and

WHEREAS, additional development approved and under construction renders said easement unnecessary; and

WHEREAS, a Release of Slope Easement (the "Release") has been prepared for execution by the City; 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 Release.

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

1. That the Release is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute any other documents necessary to complete the release, 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 City Recorder is authorized to record the Release for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

PARCEL I.D. #20-22-101-014

RELEASE OF SLOPE EASEMENT

West Valley City, a municipal corporation of the State of Utah, located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119, hereby abandons and releases a **Slope Easement** recorded April 30, 2018, as Entry No. 12762933 in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a Slope Easement upon the following described property located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

A portion of the Northwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Valley City, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the Section line 40.12 feet from the calculated position of the Northwest Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said Northwest Corner of Section 22, the Section line bearing, and related Basis of Bearing are more particularly shown and described on Survey No. S89-01-0017 on file in the Office of the Salt Lake County Surveyor; thence South 00°09'33" West 143.05 feet; thence South 06°58'21" East 54.39 feet; thence South 56.43 feet; thence North 49°16'06" West 25.32 feet; thence North 01°57'55" West 215.00 feet; thence North 42°43'14" East 30.03 feet to the Point of Beginning. Encompassing 4,342 square feet, more or less.

IN WITNESS WHEREOF, West Valley City has executed this Release effective as of this ____ day of _____, 2022.

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

Karen Lang, Mayor

State of _____)
:ss
County of _____)

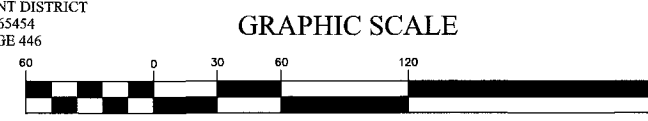
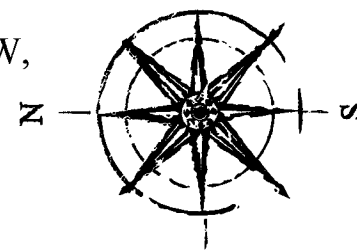
On this _____ day of _____, 2022, personally appeared before me **Karen Lang**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that she is the **Mayor of West Valley City, a Utah municipal corporation of the State of Utah**, and that this document was signed by her in behalf of said municipal corporation by authority of a Resolution of the West Valley City Council.

Notary Public

WOODHOLLOW ESTATES P.U.D.

PHASE 1

LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 15, NW $\frac{1}{4}$ OF SECTION 22 & NE $\frac{1}{4}$ OF SECTION 21, T2S, R2W, SLB&M
WEST VALLEY CITY, UTAH



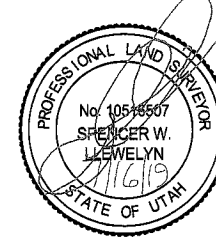
SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, hereafter to be known as:

WOODHOLLOW ESTATES P.U.D. PHASE 1

and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

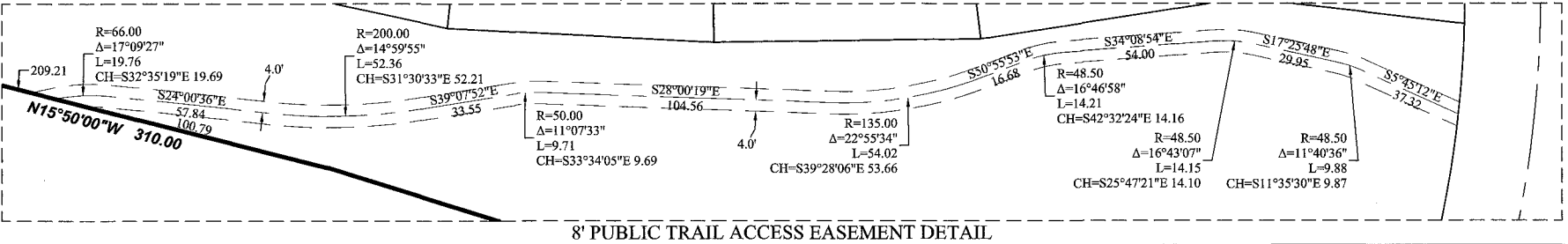
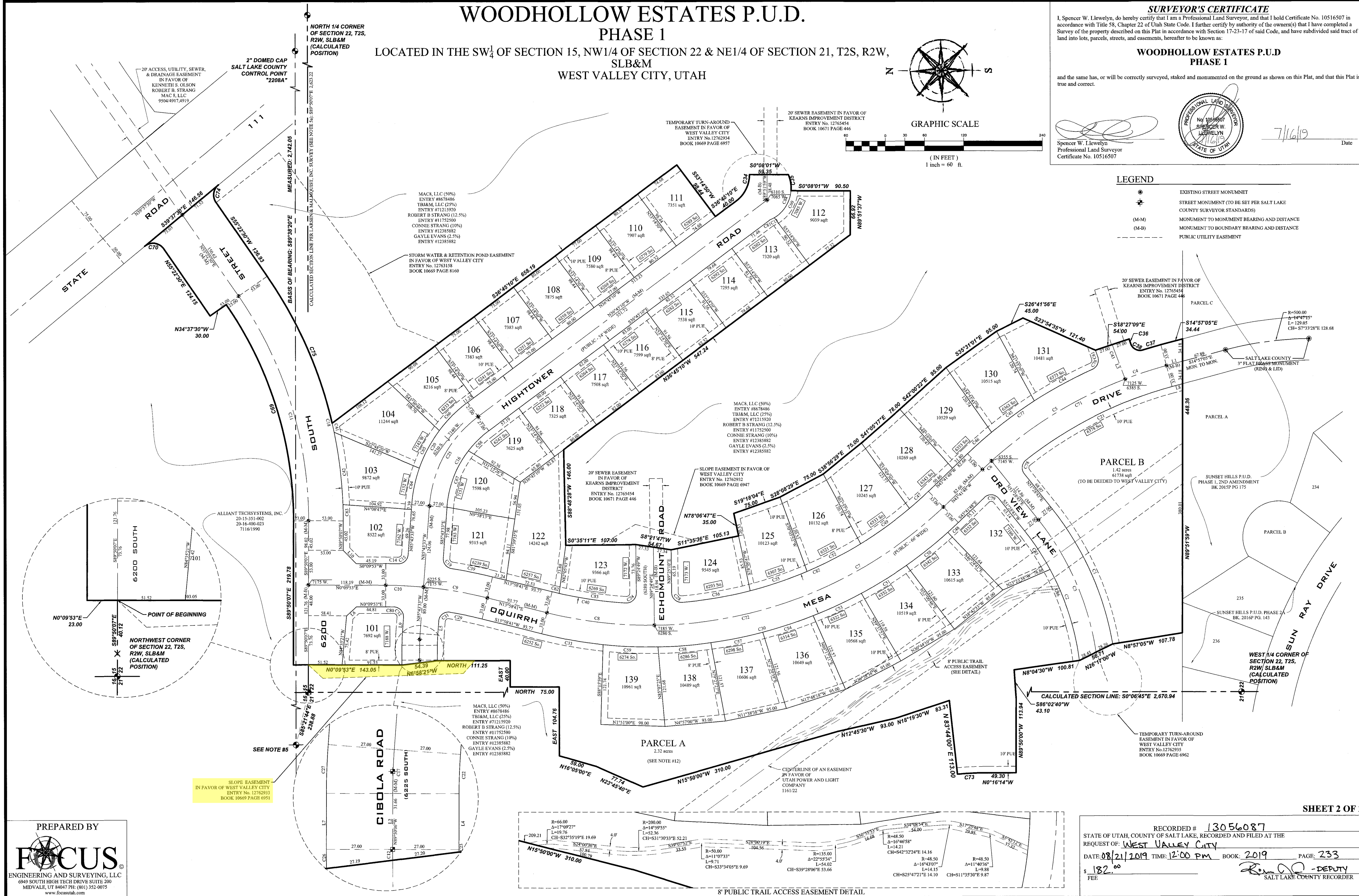
Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507



7/16/19 Date

LEGEND

- EXISTING STREET MONUMENT
- ⊕ STREET MONUMENT (TO BE SET PER SALT LAKE COUNTY SURVEYOR STANDARDS)
- (M-M) MONUMENT TO MONUMENT BEARING AND DISTANCE
- (M-B) MONUMENT TO BOUNDARY BEARING AND DISTANCE
- PUBLIC UTILITY EASEMENT



Item #:	
Fiscal Impact:	\$0.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75274-0200
Budget Opening Required:	No

ISSUE:

Acceptance of a Warranty Deed.

SYNOPSIS:

Luz A. Rangel has signed a Warranty Deed for property located at 3560 W. Muriel Way (15-32-252-001).

BACKGROUND:

The Luz A. Rangel property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed will facilitate construction of the pedestrian ramp. Luz A. Rangel has agreed to donate the three-square feet needed for construction of the pedestrian ramp.

RECOMMENDATION:

Accept Warranty Deed. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A WARRANTY DEED FROM LUZ A. RANGEL FOR PROPERTY LOCATED AT 3560 WEST MURIEL WAY.

WHEREAS, the City is reconstructing certain sidewalk improvements as part of the 2022 Pedestrian Ramps Project (the “Project”); and

WHEREAS, a Warranty Deed is required for certain property owned by Luz A. Rangel (the “Owner”) in order to construct the Project; and

WHEREAS, Owner has executed said Warranty Deed (the “Deed”); and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Deed is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use
Portion of PARCEL I.D. #15-32-252-001

WARRANTY DEED

Luz A. Rangel, single woman, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3560 W. Muriel Way**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Southwest Corner of Lot 17, Meadow Wood Estates No. 1, according to the official plat thereof as recorded in Book KK at Page 88 in the office of the Salt Lake County Recorder, and running thence North 19°00'00" East 2.50 feet; thence South 26°00'00" East 3.54 feet; thence North 71°00'00" West 2.50 feet to the POINT OF BEGINNING. Containing 3 square feet.

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

WITNESSED the hands of said GRANTOR this 26TH day of MAY,
2022

GRANTOR

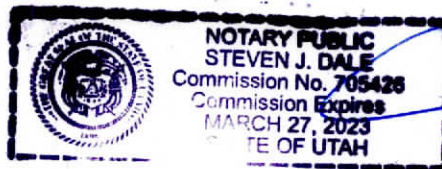


Luz A. Rangel

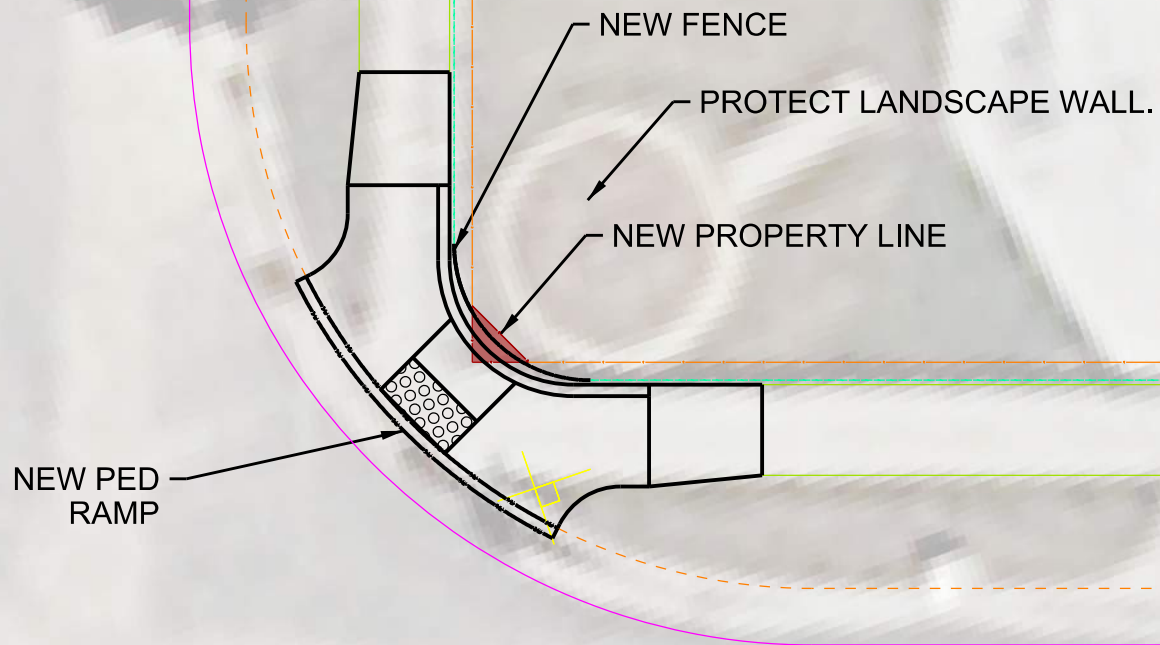
Warranty Deed
Portion of parcel #15-32-252-001
Page 2 of 2

State of UTAH)
County of SALT LAKE) :SS

On this 26TH day of MAY, 2021, personally appeared before me **Luz A. Rangel**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.



[Signature]
Notary Public



3560 WEST MURIEL WAY

LEGEND

	EXISTING SIDEWALK		EXISTING FENCE
	EXISTING CURB AND GUTTER		PROPERTY LINE
	EXISTING EDGE OF PAVED ROAD		ACQUISITION AREA

N 1/4 COR. SEC. 32,
T.15, R.1W, S.L.B. 1/4M.

3500 SOUTH ST.

3455 WEST

3650 SOUTH ST.

N 89° 57' E 405.38'

POINT OF BEGINNING

EAST 327.40'

CAMBRIDGE DRIVE

3680 SOUTH ST.

DEVELOPMENT

MURIEL WAY

WEST BRANCH NORTH JORDAN CANAL

3800 SOUTH ST.

4100 SOUTH ST.

S 1/4 COR. SEC. 32,
T.15, R.1W, S.L.B. 1/4M.11.17.71 REVISED WEST BOUNDARIES AT LOTS 24 & 25.
11.22.71 WIDENED ENTRANCE ROAD AT 3715 SOUTH

- DENOTES MONUMENTS TO BE SET
- DENOTES EXISTING MONUMENTS
- ⚡ DENOTES FIRE HYDRANTS
- P.U.E. DENOTES PUBLIC UTILITIES EASEMENT
- L.D.E. DENOTES LOT DRAINAGE EASEMENT

ACKNOWLEDGEMENT

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

ON THIS THE 24th DAY OF FEBRUARY, A.D. 1972, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY Gordon M. Dick and Leo D. Jensen WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT they are the Executive Vice-Pres. and Vice-Pres. of Security Title Company A Utah CORPORATION, THAT they SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: August 19, 1975
Shirley J. Shumaker
 NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY.

SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 2868, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as MEADOW WOOD ESTATES No. 1 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION		
COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH IS S 0° 01' 04" E 1350.538' AND N 89° 57' E 662.052' FROM THE N 1/4 CORNER OF SECTION 32, T.15, R.1W, S.L.B. 1/4M.; THENCE
N 89° 57' E	405.38'	FEET; THENCE
SOUTH	367.314'	FEET; THENCE
WEST	141.00'	FEET; THENCE
NORTH	6.46'	FEET; THENCE
WEST	389.479'	FEET; THENCE
S 67° 45' W	108.132'	FEET; THENCE
S 41° 15' W	108.132'	FEET; THENCE
S 19° W	128.268'	FEET; THENCE
S 71° E	9.417'	FEET; THENCE
S 19° W	178.861'	FEET; THENCE
N 69° W	69.042'	FEET; THENCE N 71° 30' W 235.00'; THENCE
N 0° 01' 04" W	212.933'	FEET; THENCE
EAST	148.50'	FEET; THENCE
NORTH	118.00'	FEET; THENCE
EAST	46.50'	FEET; THENCE
NORTH	70.00'	FEET; THENCE
EAST	139.52'	FEET; THENCE
NORTH	112.64'	FEET; THENCE
EAST	327.40'	FEET; THENCE
NORTH	125.50'	FEET TO THE POINT OF BEGINNING SURVEY

OCT. 28, 1971
DATE

C. J. Schuchert
 REGISTERED SURVEYOR
 No. 2868
 C. J. SCHUCHERT

OWNER'S DEDICATION

Know all men by these presents that ME, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as

MEADOW WOOD ESTATES No. 1

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

In witness whereof ME have hereunto set OUR HANDS this 23RD day of FEBRUARY, A.D., 1972

AMERICAN EQUITY CORPORATION
 By Glen Saxton
 GLEN SAXTON, PRESIDENT

SECURITY TITLE COMPANY
 By Gordon M. Dick
 EXECUTIVE VICE-PRESIDENT
 By Leo D. Jensen
 VICE-PRESIDENT

WENDELL GRANT

LAUREL GRANT

Floyd Lyman Losee ALSO KNOWN AS FRED LYMAN LOSSEE

Susan Muriel Losee ALSO KNOWN AS MURIEL LOSEE

ACKNOWLEDGMENT

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

On the 23RD day of FEBRUARY, A.D., 1972, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 6 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: August 19, 1975

Lawrence J. Manning
 NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY

MEADOW WOOD ESTATES No. 1

(40 LOTS)

(8161 ACRES)

A SUBDIVISION IN THE N.E. 1/4 OF SEC. 32, T.15, R.1W, SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION

APPROVED THIS 23RD DAY OF Nov., A.D., 1971, BY THE SALT LAKE COUNTY PLANNING COMMISSION.

William M. Madsen
 CHAIRMAN, SALT LAKE CO. PLANNING COMM.

BOARD OF HEALTH

APPROVED THIS 5th DAY OF November, A.D., 1971

Richard S. Hoffman
 DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.

APPROVED THIS 5th DAY OF November, A.D., 1971

William M. Madsen
 FLOOD CONTROL COORDINATOR

SURVEYOR'S CERTIFICATE

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

Shirley J. Shumaker
 DATE 2-23-72 SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 23RD DAY OF FEBRUARY, A.D., 1972

Shirley J. Shumaker
 SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 23RD DAY OF February, A.D., 1972, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

William M. Madsen
 ATTEST: SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM.

RECORDED #2439290

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

Security Title Co.
 DATE 25 Feb 72 TIME 12:30 P.M. BOOK KK PAGE 88
\$40.00
 FEE \$
William M. Madsen
 Chief Deputy SALT LAKE COUNTY RECORDER

Item #:	
Fiscal Impact:	\$525.00
Funding Source:	Class C Roads
Account #:	45-9610-40750-75274-0200
Budget Opening Required:	No

ISSUE:

Authorization and acceptance of a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Elizabeth Galvan Ramos and Rafael Romero have signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 3548 W. Muriel Way (15-32-252-013).

BACKGROUND:

The Elizabeth Galvan Ramos and Rafael Romero property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2022 Pedestrian Ramp Project. As part of this project pedestrian ramps will be constructed at various locations throughout the City in locations where they do not currently exist and existing pedestrian ramps which do not comply with current ADA standards will be removed and replaced.

The Warranty Deed and the Temporary Construction Easement will facilitate construction of the pedestrian ramps. Compensation in the amount of \$525.00 was negotiated based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ELIZABETH GALVAN RAMOS AND RAFAEL ROMERO FOR PROPERTY LOCATED AT 3548 WEST MURIEL WAY.

WHEREAS, Elizabeth Galvan Ramos and Rafael Romero (herein and collectively “Owner”) have entered into a Right of Way Purchase Agreement for property located at 3548 West Muriel Way that is affected by the 2022 Pedestrian Ramps Project (herein “Project”); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this _____ day of _____, 20____, Elizabeth Galvan Ramos and Rafael Romero (collectively, GRANTOR), hereby agree to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.
3. The City shall pay \$525.00 for the Property and the Temporary Construction Easement described in Exhibit B. This amount constitutes fair market value and is the entire payment for the Property and Easement and any and all known or potential damages, costs, or value that may be related to the Property and Easement. Closing shall occur within sixty days of the execution of this Agreement.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property and the easement or easements described in Exhibit B. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. Closing costs shall be paid by the City.
6. Following completion of the City's work, the City shall restore the temporary construction easement property described in Exhibit B to its condition as of the date of this Agreement.

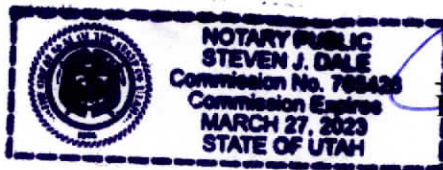
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

GRANTOR
Elizabeth Galvan Ramos

Elizabeth Galvan

State of UTAH)
County of SALT LAKE) :SS

On this 26TH day of MAY, 2022, personally appeared before me Elizabeth Galvan Ramos, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that ~~he~~ or she executed the foregoing instrument.



Steven J. Dale
Notary Public

GRANTOR
Rafael Romero

RAFAEL ROMERO

State of UTAH)
County of SALT LAKE) :SS

On this 26TH day of MAY, 2022, personally appeared before me Rafael Romero, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.



Steven J. Dale
Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

Exhibit A – Warranty Deed

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

Space above for County Recorder's use
Portion of PARCEL I.D. #15-32-252-013

WARRANTY DEED

Elizabeth Galvan Ramos and Rafael Romero, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3548 W. Muriel Way**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Southeast Corner of Lot 219, Meadow Wood Estates No. 2, according to the official plat thereof as recorded in Book LL at Page 61 in the office of the Salt Lake County Recorder, and running thence North 71°00'00" West 10.50 feet; thence along a curve to the left having a radius of 10.50 feet, chord bears North 64°00'00" East 14.85 feet, for an arc distance of 16.49 feet; thence South 19°00'00" West 10.50 feet to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

WITNESSED the hands of said GRANTORS this ____ day of _____, 2022.

GRANTOR

GRANTOR

Elizabeth Galvan Ramos

58

Rafael Romero
Page 6 of 15

Page 2 of 2

State of _____)
County of _____) ss

On this _____ day of _____, 2022, personally appeared before me **Elizabeth Galvan Ramos** and **Rafael Romero**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Notary Public

Exhibit B – Temporary Construction Easement

WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

PARCEL ID NO: #15-32-252-013

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Elizabeth Galvan Ramos and Rafael Romero, as joint tenants**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3548 W. Muriel Way**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:

Beginning at a point which is North 71°00'00" West 10.50 feet from the Southwest Corner of Lot 219, Meadow Wood Estates No. 2, according to the official plat thereof as recorded in Book LL at Page 61 in the office of the Salt Lake County Recorder, and running thence North 71°00'00" West 1.00 feet; thence North 64°00'00" East 16.26 feet; thence South 19°00'00" West 1.00 feet; thence along a curve to the right having a radius of 10.50 feet, chord bears South 64°00'00" West 14.85 feet, for an arc distance of 16.49 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

WITNESSED the hands of said GRANTORS this ____ day of _____,
2022.

GRANTOR

Elizabeth Galvan
Elizabeth Galvan Ramos

GRANTOR

RAFAEL ROMERO
Rafael Romero

State of _____)
:ss
County of _____)

On this _____ day of _____, 2022, personally appeared before
me **Elizabeth Galvan Ramos** and **Rafael Romero**, whose identities are personally known
to me or proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to this instrument and acknowledged that they executed the same.

Notary Public

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

Space above for County Recorder's use
Portion of PARCEL I.D. #15-32-252-013

WARRANTY DEED

Elizabeth Galvan Ramos and Rafael Romero, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **3548 W. Muriel Way**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:

Beginning at the Southeast Corner of Lot 219, Meadow Wood Estates No. 2, according to the official plat thereof as recorded in Book LL at Page 61 in the office of the Salt Lake County Recorder, and running thence North 71°00'00" West 10.50 feet; thence along a curve to the left having a radius of 10.50 feet, chord bears North 64°00'00" East 14.85 feet, for an arc distance of 16.49 feet; thence South 19°00'00" West 10.50 feet to the POINT OF BEGINNING. Containing 24 square feet, more or less.

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

WITNESSED the hands of said GRANTORS this 26TH day of MAY, 2022.

GRANTOR

Elizabeth Galvan
Elizabeth Galvan Ramos

GRANTOR

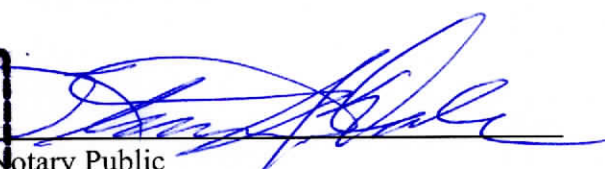
RAFAEL ROMERO
Rafael Romero

Warranty Deed
Portion of parcel #15-32-252-013
Page 2 of 2

State of UTAH)
County of SALT LAKE) :SS

On this 26TH day of MAY, 2022, personally appeared before me **Elizabeth Galvan Ramos** and **Rafael Romero**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.




Notary Public

WHEN RECORDED RETURN TO:

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

Space above for County Recorder's use

PARCEL ID NO: #15-32-252-013

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Elizabeth Galvan Ramos and Rafael Romero, as joint tenants**, GRANTORS, hereby grant and convey to WEST VALLEY CITY, a Municipal Corporation of the State of Utah, 3600 S. Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTORS' land located at **3548 W. Muriel Way**, for construction and replacement of improvements, said easement being described as follows:

A Temporary Construction Easement, being part of an entire tract of property located in the Northeast Quarter of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said easement are more particularly described as follows:

Beginning at a point which is North 71°00'00" West 10.50 feet from the Southwest Corner of Lot 219, Meadow Wood Estates No. 2, according to the official plat thereof as recorded in Book LL at Page 61 in the office of the Salt Lake County Recorder, and running thence North 71°00'00" West 1.00 feet; thence North 64°00'00" East 16.26 feet; thence South 19°00'00" West 1.00 feet; thence along a curve to the right having a radius of 10.50 feet, chord bears South 64°00'00" West 14.85 feet, for an arc distance of 16.49 feet to the POINT OF BEGINNING. Encompassing 42 square feet, more or less.

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

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

WITNESSED the hands of said GRANTORS this 26TH day of MAY, 2022.

GRANTOR

Elizabeth Galvan
Elizabeth Galvan Ramos

GRANTOR

RAFAEL ROMERO
Rafael Romero

State of UTAH)
County of SALT LAKE)
:SS

On this 26TH day of MAY, 2022, personally appeared before me **Elizabeth Galvan Ramos** and **Rafael Romero**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.



[Signature]
Notary Public



NEW PROPERTY LINE

NEW PED
RAMP

3548 WEST MURIEL WAY

LEGEND



EXISTING SIDEWALK



EXISTING CURB AND GUTTER



EXISTING EDGE OF PAVED ROAD



EXISTING FENCE



PROPERTY LINE



ACQUISITION | TCE AREA

SURVEYOR'S CERTIFICATE

I, C. J. SCHUCHERT, do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 2868, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as MEADOW WOOD ESTATES NO. 2 and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION		
COURSE	DIST.	REMARKS
		BEGINNING AT THE S.E. CORNER OF LOT 5, MEADOW WOOD ESTATES NO. 1, A SUBDIVISION, SAID POINT BEING 50°01'40"E 1350.578'; N 89°57'E 1067.432' AND SOUTH 367.314' FROM THE N 4 CORNER OF SEC. 32, T.15, R.1W, S.L.B. 1M.; THENCE
SOUTH	746.00	FEET; THENCE
S 27°W	47.213	FEET; THENCE
N 63°W	22.382	FEET; THENCE
S 27°W	93.389	FEET; THENCE
S 63°E	26.189	FEET; THENCE
S 27°W	149.689	FEET; THENCE
N 64°30'W	176.835	FEET; THENCE
N 62°30'W	241.00	FEET; THENCE
N 71°W	100.00	FEET; THENCE
N 76°W	49.00	FEET; THENCE
N 69°W	145.958	FEET TO THE S.E. COR LOT 18, SAID MEADOW WOOD ESTATES NO. 1 SUBDIVISION; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION
N 19°E	138.861	FEET; THENCE
N 71°W	9.417	FEET; THENCE
N 19°E	128.268	FEET; THENCE N 41°15'E 108.132 FEET; THENCE
N 67°45'E	108.132	FEET; THENCE EAST 389.479 FEET; THENCE
SOUTH	6.46	FEET; THENCE
EAST	141.00	FEET TO THE POINT OF BEGINNING.

MARCH 31, 1972
DATE

OWNER'S DEDICATION

Know all men by these presents that we, the 5 undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

MEADOW WOOD ESTATES NO. 2

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

In witness whereof we have hereunto set our hands this 16th day of May A.D., 1972.

AMERICAN EQUITY CORPORATION

By Glen Saxton
GLEN SAXTON, PRESIDENT

Wendell Grant
WENDELL GRANT
Laurel Grant
LAUREL GRANT

ACKNOWLEDGMENT

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

On the 16th day of May A.D., 1972, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 4 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: May 14, 1977

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

MEADOW WOOD ESTATES NO. 2

(42 LOTS) (8.512 ACRES)

A SUBDIVISION IN THE N 4 SEC. 32, T.15, R.1W,

SALT LAKE BASE & MERIDIAN

RECORDED # 2460081

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

Security Title Co
DATE 31 May 1972 TIME 3:41 P.M. BOOK LL PAGE 61
JEROME MARTIN, S. L. COUNTY RECORDER
\$3500
FEE \$
CHIEF DEPUTY SALT LAKE COUNTY RECORDER



■ DENOTES EXISTING MONUMENTS
● DENOTES MONUMENTS TO BE SET
◇ DENOTES FIRE HYDRANT
P.U.E. DENOTES PUBLIC UTILITIES EASEMENT
L.D.E. DENOTES LOT DRAINAGE EASEMENT
NOTE: THERE WILL BE A 5' UNDERGROUND ELECTRICAL SERVICE EASEMENT ON THE FRONT LINE OR LINES OF EVERY LOT.

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

ON THIS THE 16th DAY OF May A.D., 1972, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY GLEN SAXTON WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS PRESIDENT OF AMERICAN EQUITY CORPORATION

A UTAH CORPORATION,
THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES May 14, 1977

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY.

PLANNING COMMISSION

APPROVED THIS 11th DAY OF April A.D., 1972 BY THE SALT LAKE COUNTY PLANNING COMMISSION.

Graham W. Davis
CHAIRMAN, SALT LAKE CO. PLANNING COMM.

BOARD OF HEALTH

APPROVED THIS 11 DAY OF April A.D., 1972

L. J. Hoffman
DIRECTOR, S. L. CO. BOARD OF HEALTH

FLOOD CONTROL DEPT.

APPROVED THIS 6 DAY OF April A.D., 1972

M. M. Kasroun
FLOOD CONTROL COORDINATOR

SURVEYOR'S CERTIFICATE

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

5-21-72
DATE SALT LAKE COUNTY SURVEYOR

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 20 DAY OF May A.D., 1972

Wm. E. Davis
SALT LAKE COUNTY ATTORNEY

COUNTY COMMISSION

PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 31 DAY OF MAY A.D., 1972, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

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