The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, June 21, 2022, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. June 14, 2022

4. Review Agenda for Regular Meeting of June 21, 2022

   A. Regular Meeting Agenda

5. Public Hearings Scheduled For July 5, 2022

   A. Accept Public Input Regarding Application Z-8-2022, Filed by Arcadia SP, Inc., Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) for Property Located at 3789 South 5200 West

   Action: Consider Ordinance 22-26, Amend the Zoning Map to Show a Change of Zone For Property Located at 3789 South 5200 West from A (Agriculture, Minimum Lot

- 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.

Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet)

Action: Consider Resolution 22-102, Authorize the City to Enter Into a Development Agreement With Arcadia SP, Inc. for Approximately 1.93 Acres of Property Located at Approximately 3789 South 5200 West

6. Resolutions:

A. 22-103: Approve Amendment No. 2 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Between West Valley City and Ace Disposal Inc.

B. 22-104: Approve the Purchase of Garbage Cans from Wastequip

7. Consent Agenda Scheduled for June 28, 2022

A. Reso. 22-105: Authorize the City to Abandon a Portion of a Storm Drain Easement Located at 5468 South 5600 West

B. Reso. 22-106: Ratify the City Manager's Reappointment of Harold Woodruff to the West Valley Planning Commission for a Term Commencing July 1, 2022 and Ending July 1, 2026

C. Reso. 22-107: Ratify the City Manager's Reappointment of Martell Winters to the West Valley Planning Commission for a Term Commencing July 1, 2022 and Ending July 1, 2026

D. Reso. 22-108: Ratify the City Manager's Reappointment of Necia Christensen as a Member of the West Valley Board of Adjustment for a Term from July 1, 2022 to July 1, 2027

E. Reso. 22-109: Ratify the City Manager's Reappointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a Term Commencing July 1, 2022 and Ending June 30, 2024

F. Reso. 22-110: Ratify the City Manager's Reappointment of Matt MacPherson to the Professional Standards Review Board for a Term Commencing July 1, 2022 and Ending June 30, 2024

G. Reso. 22-111: Ratify the City Manager's Reappointment of Jim Vesock as Chair of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2022 and Ending June 30, 2023

H. Reso. 22-112: Ratify the City Manager's Reappointment of Jim Vesock as a Member of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2022 and Ending June 30, 2026

I. Reso. 22-113: Ratify the City Manager's Reappointment of Craig Thomas as a Member of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2022 and Ending June 30, 2026

J. Reso. 22-114: Ratify the City Manager's Appointment of Alexandra Hilse as a Member of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2022 and Ending June 30, 2026

K. Reso. 22-115: Ratify the City Manager's Reappointment of Lisa Rene Jones as a Member of the West Valley City Clean and Beautiful Committee for a Term Commencing July 1, 2022 and Ending June 30, 2026

8. Communications:

A. Bangerter Highway Update (15 min)

B. Garbage and Recycling Program Update (15 min)

C. Fraud Risk Assessment (5 min)

D. Council Calendar

9. New Business:

A. Potential Future Agenda Items

B. Council Reports

C. Review Agenda for Special Redevelopment Agency Meeting Scheduled June 28, 2022

A. Special RDA Meeting

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL STUDY MEETING – JUNE 14, 2022
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JUNE 14, 2022 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR 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
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(electronically)*

STAFF PRESENT:

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

APPROVAL OF MINUTES OF STUDY MEETING HELD JUNE 7, 2022
The Council considered the Minutes of the Study Meeting held June 7, 2022. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Study Meeting held June 7, 2022. Councilmember Harmon seconded the motion.

DRAFT

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF JUNE 14, 2022

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

PUBLIC HEARINGS SCHEDULED FOR JUNE 21, 2022

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-1-2022, FILED BY JUSTIN PUCHAR, REQUESTING FINAL PLAT APPROVAL FOR THE WESTERN FLATS SUBDIVISION- LOT 1 AMENDED LOCATED AT 3685 SOUTH 3200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 21, 2022, in order for the City Council to hear and consider public comments regarding application SA-1-2022, Filed by Justin Puchar, Requesting Final Plat Approval for the Western Flats Subdivision- Lot 1 Amended Located at 3685 South 3200 West.

Proposed Ordinances 22-25 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 22-25, APPROVE THE AMENDMENT TO LOT 1 OF THE WESTERN FLATS SUBDIVISION

Steve Lehman, CED, discussed proposed Ordinance 22-25 that would approve the Amendment to Lot 1 of the Western Flats Subdivision.

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

> Mr. Juston Puchar, is requesting final plat approval and an amendment to lot 1 of the Western Flats Subdivision. This subdivision was recorded February 2008. The property is bordered on the north, east and south by existing residential development. The proposed application will amend lot 1 by creating an additional building lot.
>
> An existing single-family dwelling is located on the lot at the present time and will remain. The new lot will be created between the existing home and the dwelling on lot 2 to the east. Lot 1 or where the existing dwelling is located will be 13,490 square feet and 9,600 square feet for the new lot. Both of these lots meet area and frontage requirements of the R-1-8 zone. The average lot size for the overall subdivision is 10,200 square feet.

Access to the subdivision will be gained from 3200 West for the existing dwelling and from Flats Circle for the new lot. Street improvements are already existing including curb, gutter, sidewalk and asphalt. The cross section is an integral curb, gutter and sidewalk design. Parkstrip does not existing in this project. The developer and/or builder will need to coordinate the new drive approach as part of the building permit.

The City Council will consider Ordinances 21-28 and 21-29 at the Regular Council Meeting scheduled May 25, 2021 at 6:30 P.M.

RESOLUTION 22-101: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ALL PRO SECURITY TO PROVIDE JUSTICE COURT SECURITY AND RELATED SERVICES

Nicole Cottle, Assistant City Manager, presented proposed Resolution 22-101 that would approve a Professional Services Agreement With All Pro Security to Provide Justice Court Security and Related Services.

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

West Valley City provides and operates a Justice Court that processes criminal and civil matters that occur within the boundaries of West Valley City. In order to facilitate this process, the court is required to provide a safe and secure facility and environment, so this process can occur. All Pro Security submitted a proposal that meets the requirements necessary for the court to continue to provide bailiffs needed for security purposes both in and out of courtrooms, as well as prisoner transports.

All Pro currently provides bailiff services and security for more than 20 other Justice Courts and District Courts in Utah, Salt Lake, and Davis Counties in Utah. They have several prisoner transport vans in service and are the largest private provider of such services in Utah. All Pro is prepared to enter into contract to provide at a minimum of 3 bailiffs, and up to 5 bailiffs each day the court is open, depending on court needs and what is communicated between the court and All Pro each week. Prisoner transports will be provided according to what is scheduled each week by the court. Prisoner transports will take place from the court to the jail, and from the jail to the court as scheduled.

It is determined that the proposal submitted by All Pro will meet the requirements the court and city need and be in the best interest of the city to enter into this agreement and contract. This resolution will ratify the contract to be entered into

between West Valley City and All Pro Security.

The City Council will consider Resolution 22-101 at the Regular Council Meeting scheduled June 21, 2022 at 6:30 P.M.

RESOLUTION 22-102: AUTHORIZE WEST VALLEY CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERAL'S OFFICE FOR PARTICIPATION ON THE STATE'S SECURE TASK FORCE

Colleen Jacobs, Police Chief, presented proposed Resolution 22-102 that would authorize West Valley City to Enter Into a Memorandum of Understanding With the Utah Attorney General's Office for Participation on the State's Secure Task Force.

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

> Coordination of local law enforcement resources for the purpose of investigation and prosecution of individuals involved in human trafficking, the production and distribution of fraudulent government documents, and other major felony crimes involving undocumented victims requires specialized personnel who are more effective when able to investigate on a regional basis and/or in a cooperative agreement. In the past two years, the SECURE Task Force has generated over 300 criminal investigations of this nature, some of which have direct ties to West Valley City. The Police Department wishes to assign (1) sworn, full time investigator to the task force to aid in these efforts, both within and around our jurisdiction. UAG agrees to pay the WVCPD Officer's salary, including overtime pay and all benefits otherwise provided to UAG employees, up to the amount of $95,000 per year.
>
> The mission of the Utah Attorney General SECURE Strike Force is to carefully target major fraud, organized gun, drug and human trafficking, detect creation of fraudulent government identification and other documents, and prosecute these crimes with specialized investigators and resources and a dedicated Assistant Attorney General prosecutor. The SECURE Strike Force has stopped major organized crime groups that previously operated anonymously in the community and has stemmed the flow of illegal weapons into Utah communities. Undercover operations regularly conducted result in arrests and closing fraudulent document mills in Utah and human, drug and gun trafficking. The ripple effect from seizing thousands of fraudulent identification documents is directly seen in the guns and drugs seized, the organized crime leaders arrested, and in preventing the frauds that would have been committed if those several thousand fraudulent documents were allowed to hit the streets in Utah. ID mills severely harm Utah's economy.

DRAFT

Each year, the SECURE Strike Force investigates and prosecutes hundreds of felony cases against high profile human trafficking organizations, national and international spice organizations, the illegal distribution of smuggled prescription drugs, some of the largest counterfeit CD and movie criminal enterprises in the nation, sex trafficking rings and identity fraud mills.

Councilmember Huynh asked if there is an end date to this agreement. Chief Jacobs replied no. She indicated that the officers are trained specifically for this position and typically stay in the position for up to two years. Councilmember Huynh asked if there is a human trafficking issue in West Valley City. Chief Jacobs replied that there is a presence in the City that would warrant the City's participation.

The City Council will consider Resolution 22-102 at the Regular Council Meeting scheduled June 21, 2022 at 6:30 P.M.

NEW BUSINESS

A. **CONSIDER APPLICATION SMI-2-2022, FILED BY MIKE NADEAU, REQUESTING FINAL PLAT APPROVAL FOR THE SUNNY SUBDIVISION LOCATED AT 2508 SOUTH REDWOOD ROAD**

Steve Lehman, CED, discussed application SMI-2-2022, Filed by Mike Nadeau, Requesting Final Plat Approval for the Sunny Subdivision Located at 2508 South Redwood Road

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

Mike Nadeau, representing the property owner is requesting final plat approval for the Sunny Subdivision. The subdivision is located on the southwest corner of Redwood Road and Parkway Boulevard. The subdivision is bordered on the north by manufacturing zoning, the east by Redwood Road, the south by a senior living center zoned C-2 and the west by RM zoning.

The purpose for the subdivision is to create two lots. Lot 1, or the corner lot, is occupied with a gas station and C store. Lot 2, or the vacant portion of the property, will be used for a future commercial use. Lot 1 is 31,430 square feet and lot 2 is 20,000 square feet. For the Councils information, the minimum lot size in the C-2 zone is 20,000 square feet.

As part of this application, the developer will be installing public improvements along Parkway Boulevard. At the present time, public

improvements exist to the east and west of the vacant portion of this property. These improvements will be installed as part of the subdivision application.

The subdivision plat will contain easements and other information applicable to the division of property. An additional application will need to be submitted for permitted and/or conditional use on the vacant property at such time as it develops.

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

The City Council will consider Application SMI-2-2022 at the Regular Council Meeting scheduled June 21, 2022 at 6:30 P.M.

COMMUNICATIONS

A. STRATEGIC PLAN UPDATE- DESTINATION ATTRACTION DISCUSSION

Mark Nord, ED, provided two maps displaying West Valley City's current attraction areas and parks. Mark indicated that a wave park was considered but the biggest issue is finding land large enough for that. He indicated that the City has great assets already that would draw residents. Mark stated that it's important to optimize these assets and ensure they are getting the attention needed. He indicated the City has the venues, more than anyone else, and it's important to market that West Valley City is the place to come for entertainment. Wayne agreed and stated that staff wanted to open this discussion to see what ideas the Council may have or what goals they envision. Councilmember Harmon asked if the drive-in will stay. Mark replied that the drive in is iconic and is one of the few remaining in the country. He stated that there have been a lot of proposals to purchase this land as the cost for ground and housing demand increases. Councilmember Huynh stated that the City should offer to help the owners of the drive-in property. Councilmember Nordfelt stated that West Valley City has many different types of restaurants. Mark agreed and stated that he is working with the Chamber to promote a "dine around". He discussed efforts to highlight the granger crossings area and noted that the City didn't get as much engagement as they hoped. Upon inquiry by Mayor Lang, Mark discussed various proposals that have been presented to the City for wave parks in the past but noted that a place to put it has been the biggest complication. Mayor Lang stated that the City has to be careful when putting these types of large facilities in place as well to ensure the demand fits the demographic. Councilmember Whetstone stated he was thankful to be reminded what the City already has to offer. He suggested marketing via social media influencers.

Councilmember Harmon stated that the skate park is always full and suggested ways of using this to bring more people in such as food trucks, a color wall, etc. Mark agreed and added that the City has a unique sky bridge in Fairbourne Station and that would be something that could be marketed as well. He stated that it's important to publicize what the City has and also utilize corporate partnerships.

The Mayor and Council had no further questions or concerns.

B. GENERAL PLAN UPDATE

Steve Pastorik, CED, presented a PowerPoint presentation summarized as follows:

- General Plan Update
  - We applied for grant funds toward the end of last year to help with the General Plan update.
  - Our application was selected for a grant award of $36,000 earlier this year.
  - We plan to select a consultant next month to help us.
  - The plan is to have the consultant help mostly with public input.
- Areas of Focus for Public Input
  - Redwood Road South – 3500 S to 4100 S
  - Redwood Road North – SR-201 to 3500 S
  - 3500 S – Mountain View Corridor to the Jordan River
  - 5400 S to 6600 S and from Mountain View Corridor to SR-111
  - Riter Canal to Parkway Blvd and from Mountain View Corridor to 6400 W
- Total assessed value/square foot of property
- Research and Public Input Topics
  - Current conditions in area
    - Property values
    - Current land use
    - Property condition
  - Property owner and real estate professional input on:
    - Development/redevelopment challenges
    - Market conditions
    - Potential future land uses

Mayor Lang asked if the area around the new proposed hospital should also be considered. Steve stated that this could be done in lieu of one of the others. Councilmember Harmon asked why the Parkway area was being considered. Steve replied that the area has changed due to expansion and the development of the Mountain View Corridor. Councilmember Huynh asked if the Smith's on 4100

South and Redwood Road has plans to expand. Steve replied that he is not aware of any plans.

The Mayor and Council had no further questions or concerns.

C. COUNCIL CALENDAR

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

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Harmon stated that he sent out a survey for the KPI's and indicated that he needs 4 more responses.

Councilmember Huynh asked staff to check street signs on Crystal Avenue. He also asked when the shopping center discussion would be studied by the City Council. Wayne replied it is going through the Planning Commission on June 22.

Councilmember Whetstone stated that he gets a lot of calls about makeshift structures west of the Mountain View Corridor. Wayne replied that the City is aware and is working with Rocky Mountain Power to get this taken care of.

B. COUNCIL REPORTS

COUNCILMEMBER DON CHRISTENSEN- HEALTHY WEST VALLEY

Councilmember Christensen stated that he attended the Healthy West Valley meeting. He noted that the Granger Community Christian Church was able to help over 700 families at their event. He indicated that there were lots of vendors and distributors that provided not only food to those in need but also information on how to get healthy and stay healthy. Councilmember Christensen stated that Hunter Library is offering self-help workshops the next few months. He added that the Healthy West Valley Coalition received a grant and are deciding how best to use the funds.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JUNE 14, 2022 WAS ADJOURNED AT 5:26 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, June 14, 2022.

_____
Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, June 21, 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 21, 2022

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Tom Huynh

4. Special Recognitions

5. Approval of Minutes:

   A. June 14, 2022

6. Comment Period:

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

- 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.

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

7. Public Hearings:

A. Accept Public Input Regarding Application SA-1-2022, Filed by Juston Puchar, Requesting Final Plat Approval for the Western Flats Subdivision- Lot 1 Amended Located at 3685 South 3200 West

Action: Consider Ordinance 22-25, Approve the Amendment to Lot 1 of the Western Flats Subdivision

8. Resolutions:

A. 22-101: Approve a Professional Services Agreement With All Pro Security to Provide Justice Court Security and Related Services

B. 22-102: Authorize West Valley City to Enter Into a Memorandum of Understanding With the Utah Attorney General's Office for Participation on the State's Secure Task Force

9. New Business:

A. Consider Application SMI-2-2022, Filed by Mike Nadeau, Requesting Final Plat Approval for the Sunny Subdivision Located at 2508 South Redwood Road

10. Motion for Closed Session (if necessary)

11. Adjourn

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

Budget Opening Required: ☐

ISSUE:
Application: #Z-8-2022
Applicant: Arcadia SP, Inc.
Location: 3789 South 5200 West
Size: 1.93 acres

SYNOPSIS:
A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet)

BACKGROUND:
The applicant has submitted a concept plan that shows the subject property being subdivided into 7 lots with 3 of the 7 being flag lots. The existing home would remain on one of the lots. The average lot size is 12,063 square feet including the stems of the flag lots and 11,280 square feet excluding the flag lots. While the 4 west lots all exceed 8,000 square feet in area, they are all below the required minimum lot width of 80'. The applicant is requesting a lot width exception in the development agreement for these 4 lots.

The applicant has submitted a development agreement proposal that is summarized below:

- The minimum house size for all ramblers will be 2,000 square feet. For two story and multi-level homes, the minimum house size will be 2,500 square feet for three lots and 3,000 square feet for the other three lots.
- No home will share the front elevation as another home.
- All new homes will have a 3-car garage.
- All new homes will have 9' ceilings on the main level, two tone paint, and quartz or granite countertops in kitchens and bathrooms.
- Exterior walls will be constructed with 2" x 6" studs.
- All new homes shall be meet the architectural requirements that were in effect up until July of 2021 when the ordinance was amended to comply with changes in state law.

RECOMMENDATION:
The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:
Steve Pastorik, AICP, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3789 SOUTH 5200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-8-2022, filed by Arcadia SP, Inc. and located at 3789 South 5200 West is hereby reclassified from zone A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet), said property being more particularly described as follows:

Parcel #: 14-36-254-014

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Arcadia SP, Inc.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Arcadia SP, Inc. to establish minimum standards for a subdivision at 3789 South 5200 West.

BACKGROUND:

Ken Milne with Arcadia SP, Inc. has submitted a zone change application (Z-8-2022) on 1.93 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The Planning Commission recommended approval of the zone change subject to a development agreement.

The City's Zoning Ordinance requires that "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." The development agreement grants a lot width exception for four of the proposed lots and establishes standards for the new homes.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ARCADIA SP, INC. FOR APPROXIMATELY 1.93 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3789 SOUTH 5200 WEST.

WHEREAS, Arcadia SP, Inc. (herein "Developer") owns or is under contract to acquire real property within the limits of West Valley City, Utah, on which Developer proposes to develop a residential project (herein the "Project"); and

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Arcadia SP, Inc., a Utah corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 3789 South 5200 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 1.93 acres of real property located at approximately 3789 South 5200 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

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

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

TO DEVELOPER:	Arcadia SP, Inc. P.O. Box 710 Draper, UT 84020
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By ____:_____

Its: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20___, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the _____ of Arcadia SP, Inc., a Utah corporation, and that said document was signed by him or her in behalf of said corporation by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said entity executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-36-254-014
BEG AT SW COR OF NE 1/4 SEC 36, T1S, R2W, SLM; E 288.75 FT; N 330 FT; W 288.75 FT; S 330 FT TO BEG. LESS & EXCEPTING THE S 5 FT THEREOF. 1.93 ACRES M OR L

EXHIBIT B

DEVELOPMENT STANDARDS

1. The maximum number of homes shall be 7 including the existing home.
2. For three of the new homes, the minimum square footage of finished, above-ground, habitable floor space for homes with at least a three-quarter Basement shall be 2,000 square feet for ramblers and 3,000 square feet for two Story or multi-level homes, not including the garage. If these three homes do not have basements, the minimum square footage of finished, above-ground, habitable floor space for homes shall be 2,500 square feet for ramblers and 3,500 square feet for two Story or multi-level homes, not including the garage.
3. For the other three new homes, the minimum square footage of finished, above-ground, habitable floor space for homes shall be 2,000 square feet for ramblers and 2,500 square feet for two Story or multi-level homes, not including the garages. These three homes shall include basements.
4. No home within the development shall share the front elevation as another home within the development.
5. All new homes shall have a three (3) car garage. The garage doors for the third car garage shall be offset from the garage doors for the two-car garage.
6. All new homes shall have a minimum of 9’ ceilings throughout the main level with an optional vault in any room. Two tone paint shall be provided as standard along with quartz or granite countertops in the kitchen and bathrooms.
7. Exterior walls shall be constructed of 2” x 6” studs. Wall insulation for all exterior walls shall have a minimum R-Value of R-19. Ceiling insulation for all ceilings shall have a minimum R-Value of R-38.
8. Up to 4 lots may have a reduced lot width of no less than 70’.
9. All new homes shall meet the standards that housing standards that follow.

BUILDING MATERIALS.

(1) All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

(2) Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

ROOF DESIGN AND MATERIALS.

The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

MINIMUM DEPTH.

Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of Attached garages, bay windows, room additions, or other similar appendages.

DESIGN VARIATION.

In reviewing the construction and siting of homes in an approved Subdivision, variation in exterior design and setback distance shall be required as outlined below:

(1) In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent Lots, except in the case of Twin Homes, where connected units may be the same.

(2) In order to insure variation in Front Yard setbacks, no more than two homes on adjacent Lots shall be built at the same setback. The minimum front setback may be reduced for main Buildings, but not for garages; however, the average front setback for all Lots in the Subdivision shall not be less than the minimum front setback allowed in the zone. The

minimum offset between homes shall be not less than five feet and the minimum front setback on any Lot shall be not less than 23 feet. This requirement shall not apply to Lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection (2) shall not apply in the RE zone.

(3) Any sides of a home facing a Street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, Quoins, color variations, texture changes or brick/stone decorative elements, etc.

DESIGN TREATMENTS.

(1) All dwellings must have at least one main (front) Entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to Grade.

(2) New dwellings shall be oriented toward the Street. The primary architectural Façade and front door shall be facing the Street.

(3) All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

a. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as set forth in this Section, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

b. For homes with a side or rear Façade that faces a Street, architectural features, which total at least 70 points from Table 2, shall be applied to all Street facing Façades other than the front.

i. In the process of choosing architectural features from Table 2 to include on Street facing Façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.

ii. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

Table 1.

1. Roofing Treatments (must use at least one)	**Points**
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	**Points**
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	**Points**
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	40
C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complementary but different color from the primary house color, around all windows and doors.	50
D. Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complementary but different color from the primary house color around all windows and doors.	70
E. 100% brick exterior	120
4. Entry Features (must use one)	**Points**
A. Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15

B. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space	0
5. Garage Treatments (must use at least one)	**Points**
A. Front of garage located at least 5' behind front face of home	40
B. The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels	0
C. Side entry garage	40
D. Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E)	60
E. Three car garage (may not be used in combination with item D)	40
F. Detached or Alley loaded garage in the Rear Yard	40
G. Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage	40
H. Garage flush with the front of the house or located less than 5' behind front of home	20
6. Windows (must use at least one)	**Points**
A. One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B. Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C. Accent window over the entry area	5
D. Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E. 12” or wider sidelight to expand the size of the entry	5
F. Windows in the garage door	10
G. At least two windows on front elevation have a pattern or design (grid)	10
H. All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7. Additional Design Selections	**Points**
A. Precast Quoins on at least two corners on front elevation	10
B. Precast keystones (at least two on front elevation)	10
C. Knee Braces on at least the front elevation	10
D. Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E. Exposed joists on at least the front elevation	10

F. Fiber cement siding with a highly visible texture or pattern (examples include “fish scale” and “shingle”) on front elevation	20
G. Siding applied horizontally and vertically on front elevation	20
H. Gable returns on front elevation	20
I. Porch and/or front stairway has a decorative railing	10
J. Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K. 6” or larger, decorative roof facia	10
L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without Basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2.

1. Relief Treatments	**Points**
A. At least one foundation jog that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	**Points**
A. A minimum 6” overhang at the eaves on gable ends	10
B. Dutch hip on a gable end	10
C. Hip Roof instead of a gable end	20
D. One or more gables on rear Façades	20
E. Two or more gables on side Façades	10
F. One cross gable on side Façades	10
G. Two cross gables on side Façades	20
3. Design Treatments (must use at least one)	**Points**
A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points
B. Trim around each window for homes with fiber cement exteriors	10
C. Decorative vent (oval, octagonal, or arched)	10
D. Decorative window shutters	10
E. Precast Quoins on at least two corners	10

F. Precast keystones	10
G. Knee Braces	10
H. Change of color on exterior materials applied to at least 20% of the Façade (excluding doors, shutters, trim, roof material or material changes)	10
I. Change of material (i.e. brick or stone wainscot) applied to at least 15% of the Façade	30
J. Exposed joists	10
K. Fiber cement siding with a highly visible texture or pattern (examples include “fish scale” and “shingle”) applied to at least 15% of the Façade	10
L. A 6' solid visual barrier Fence that extends across at least 50% of the length of the Façade where the base of the home is no higher than 2' from the base of the Fence.	20
M. For side Façades, a front porch that extends to the Street facing side Façade	10

Z-8-2022 MINUTES
JUNE 8, 2022 PLANNING COMMISSION PUBLIC HEARING

Z-8-2022
Arcadia SP, Inc.
3789 South 5200 West
Zone change from A to R-1-8
1.93 acres

Ken Milne with Arcadia SP, Inc. has submitted a zone change application for a 1.93-acre parcel located at 3789 South 5200 West. The property is currently zoned A (Agriculture, minimum lot size ½ acre) with a General Plan designation of low density residential (3 to 4 units/acre). The proposed zone is R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.).

Surrounding zones include R-1-8 to the north and east, R-1-10 to the west (Single Unit Dwelling Residential, minimum lot size 10,000 sq. ft.), and A to the south. As a reminder, City ordinance only allows zone changes to R-1-8 on properties less than 2 acres. Surrounding uses include single unit dwellings on all sides. The subject property includes a home that was built in 1931.

The applicant has submitted a concept plan that shows the subject property being subdivided into 7 lots with 3 of the 7 being flag lots. The existing home would remain on one of the lots. The average lot size is 12,063 square feet including the stems of the flag lots and 11,280 square feet excluding the flag lots. While the 4 west lots all exceed 8,000 square feet in area, they are all below the required minimum lot width of 80'. The applicant is requesting a lot width exception in the development agreement for these 4 lots.

The Zoning Ordinance requires that "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." The applicant has submitted a development agreement proposal that is summarized below:

- The minimum house size for all ramblers will be 2,000 square feet. For two story and multi-level homes, the minimum house size will be 2,500 square feet for three lots and 3,000 square feet for the other three lots.
- No home will share the front elevation as another home.
- All new homes will have a 3-car garage.
- All new homes will have 9' ceilings on the main level, two tone paint, and quartz or granite countertops in kitchens and bathrooms.
- Exterior walls will be constructed with 2" x 6" studs.
- All new homes shall be meet the architectural requirements that were in effect up until July of 2021 when the ordinance was amended to comply with changes in state law.

Staff Alternatives:

1. Approval. The application should be approved as it complies with the General Plan. The approval is made subject to a development agreement that includes the standards proposed by the applicant.

2. Continuance.

3. Denial. The R-1-10 zone would result in larger lots by reducing the number of lots to 6.

Discussion: Steve Pastorik presented the application. He reviewed the standards proposed by the applicant as part of a development agreement. Steve mentioned the Commission had asked if the applicant would be keeping the trees on the subject property during the study meeting last week. He said the applicant would be addressing this question.

Commissioner McEwen asked if the nine-foot ceiling is proposed on the main floor. Steve said that is what they are proposing. Commissioner McEwen said isn't that a typical height? Steve explained that there are no standards within the code regarding the height, so the applicant wanted to add the nine feet to his proposal.

Commissioner Wood asked if the rambler-style homes facing the street were two thousand square feet. Steve said yes, they are proposing two-thousand feet above grade.

Commissioner Lovato asked if the three-car garage is a requirement. Steve stated that the code does call for a three-car garage; however, some exceptions permit a two-car garage. The applicant wanted to note that he plans to build a three-car garage. Commissioner Lovato stated that it would be tight for a seventy-foot frontage. Steve said the home would be street-facing, but the garage could be side-facing.

Commissioner McEwen said he remembers recent changes to the code regarding garages for townhomes and asked if those would also apply to single-family homes. Steve noted the has the internal dimensions for a single-family detached as 20’ x 20’. He believes it provides enough room for stairs not to infringe upon it, but he will double-check the encroachment.

Ken Milne, the applicant, said the proposed homes will be similar to those of Newton Farms, incorporating standards of the RE zone. He wanted this project to complement and enhance the neighborhood. Mr. Milne stated that there would be nine-foot ceilings on the main floor and vaulted ceilings. He explained that the existing trees are large Chinese elms, and they are not good-quality trees. Mr. Milne said he could let some trees remain and plant new trees next to them. Once

the new trees had matured, he would remove the elms. He stated that the existing home on the property is over one hundred years old, and he wants to preserve it.

Commissioner McEwen asked how he proposes providing privacy for the individual lots. Mr. Milne said they would run fencing along the side of the homes. He noted that the houses on the flag lots would be larger than those on the street.

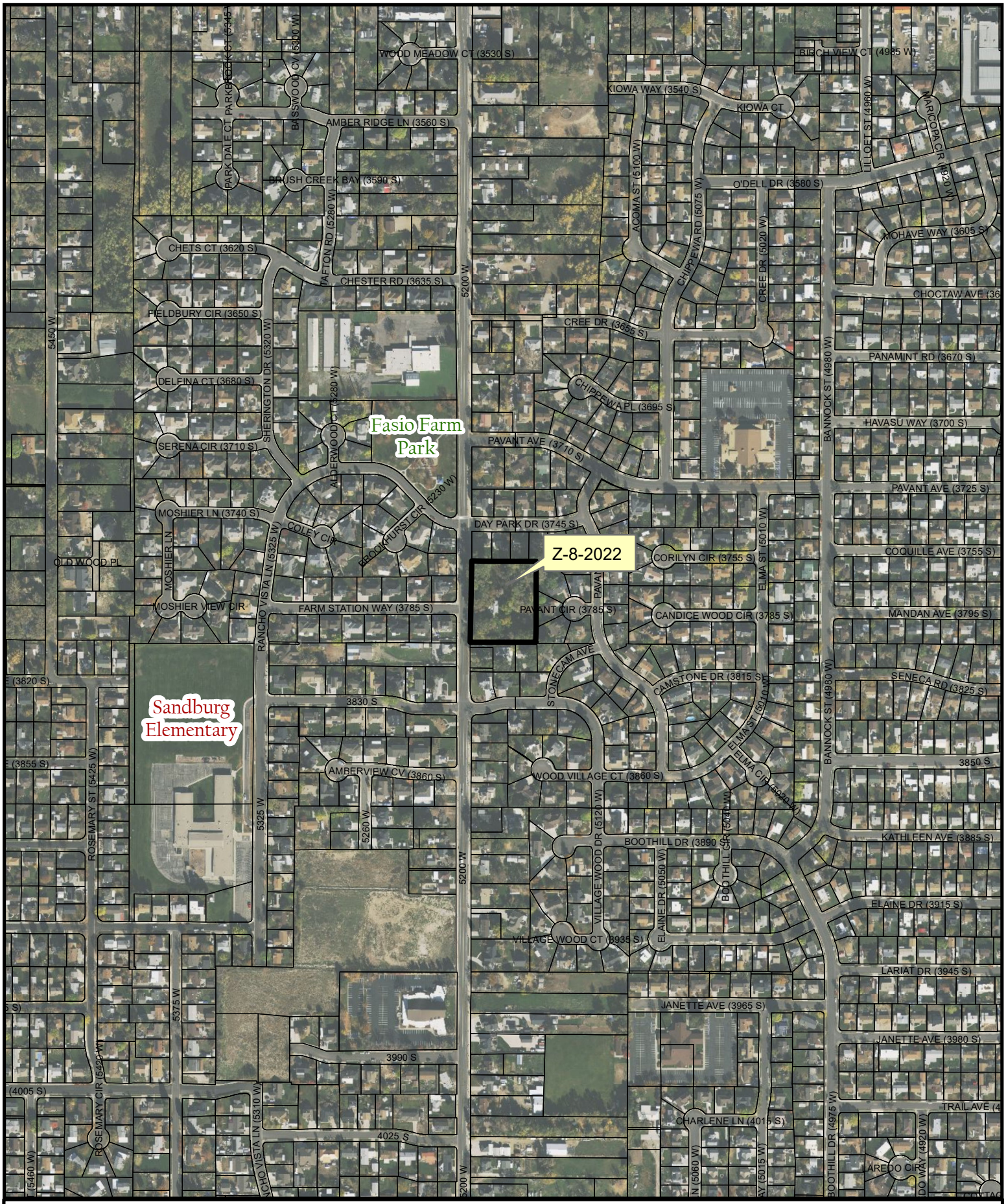
James Rueckert, the property owner, said this land has been in the family since the 1880s, and he would answer any questions the Commission might have.

Motion: Commissioner Wood motioned to approve Z-8-2022. The application should be approved as it complies with the General Plan. The approval is made subject to a development agreement that includes the standards proposed by the applicant

Commissioner Winters seconded the motion.

Vote:	Commissioner McEwen	Yes
	Commissioner Wood	Yes
	Commissioner Lovato	Yes
	Commissioner Winters	Yes
	Commissioner Porter	Yes
	Chairperson Fuller	Yes

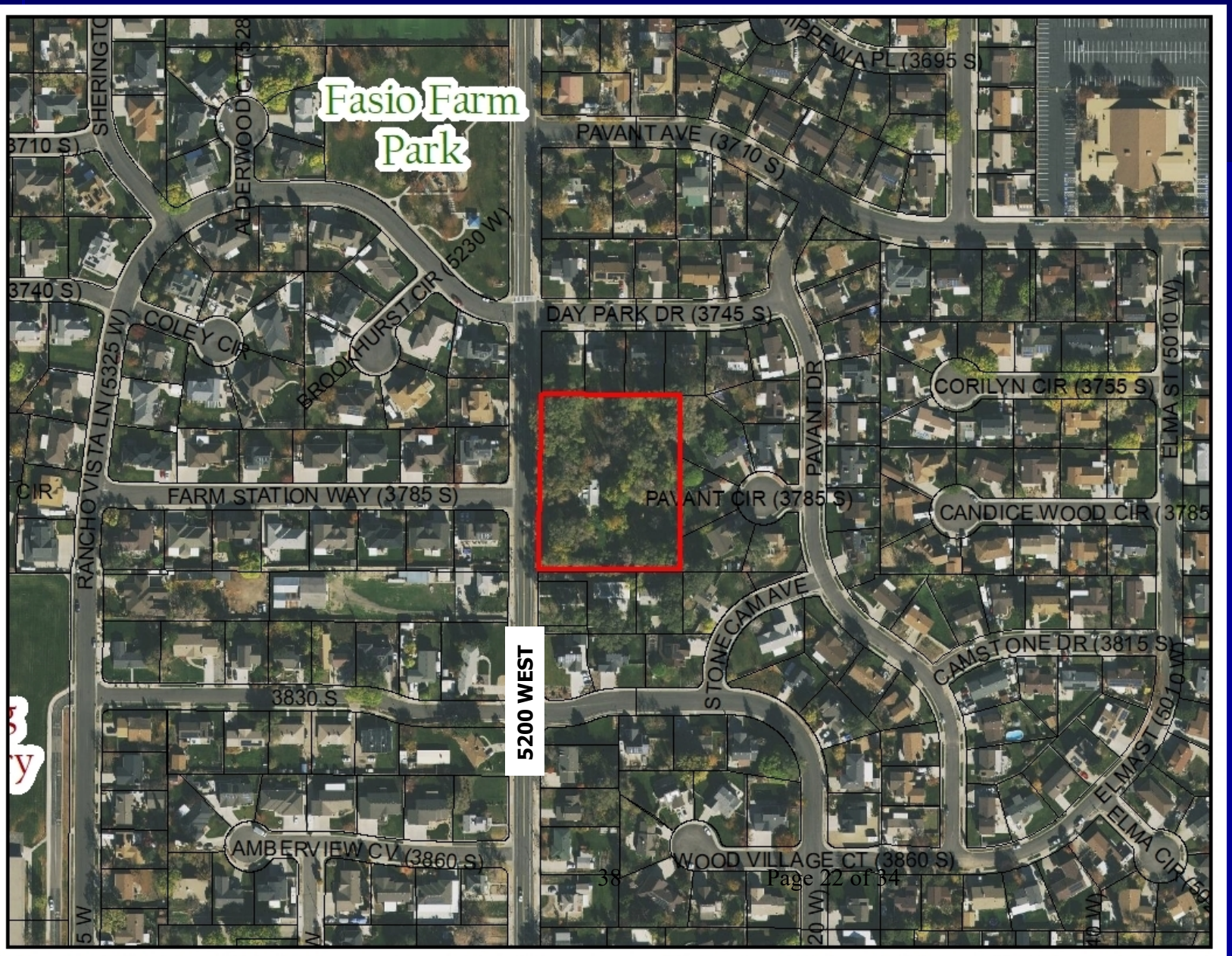
Unanimously – Z-8-2022- Approved



Z-8-2022
Arcadia SP, Inc.
3789 South 5200 West

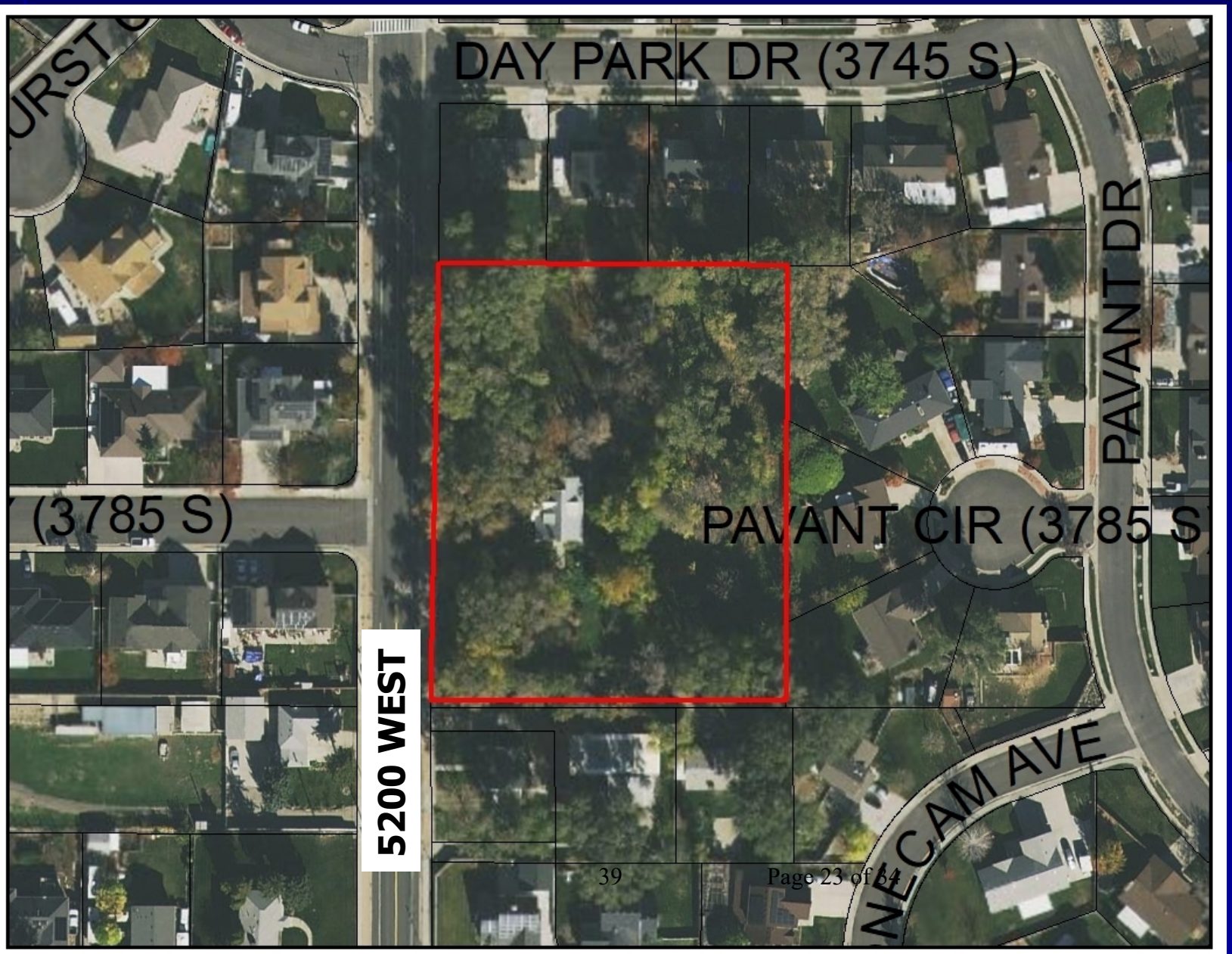
Z-8-2022

Petition by ARCADIA SP, INC. requesting a zone change from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The property is located at 3789 South 5200 West on 1.93 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



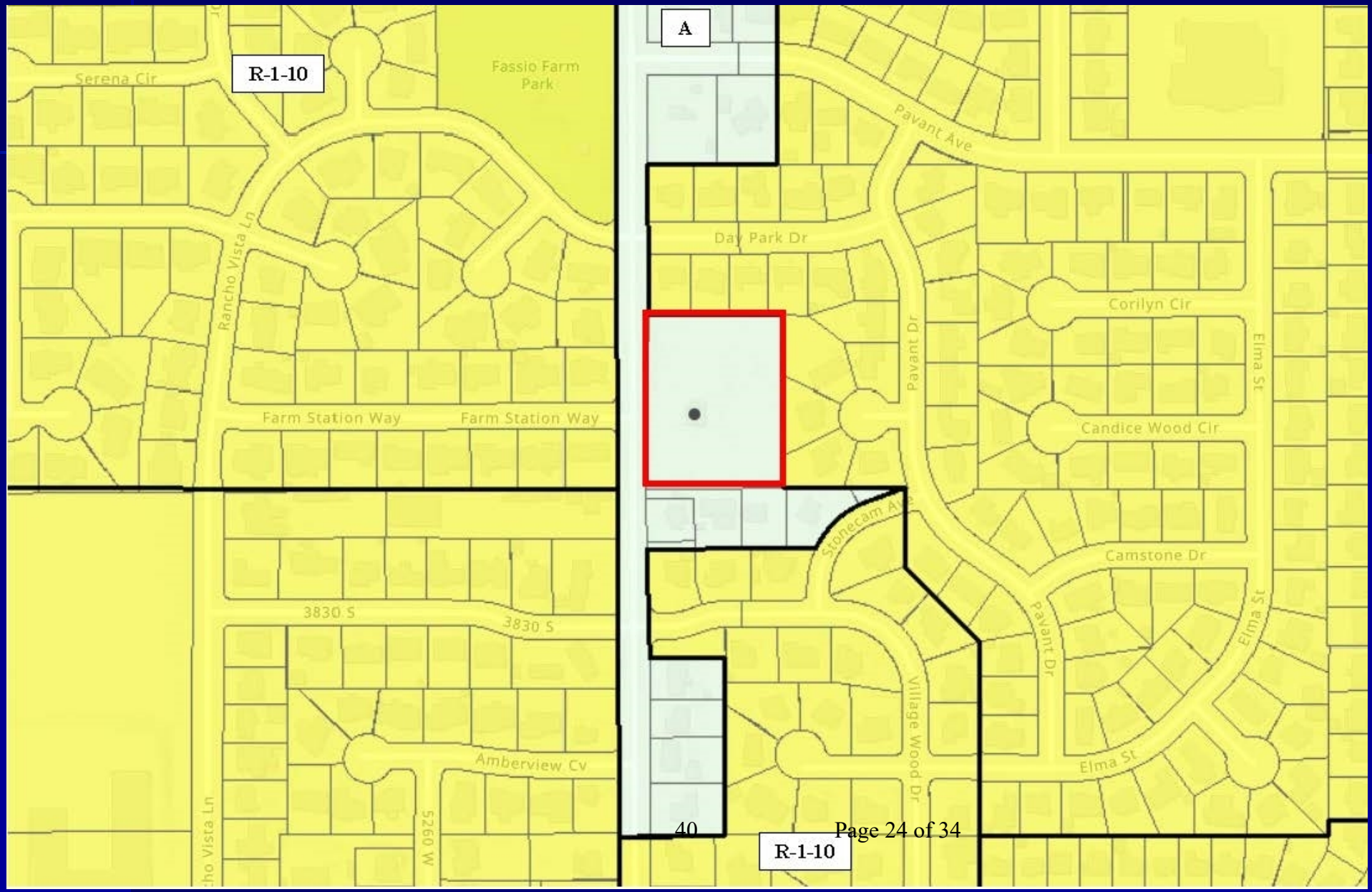
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Z-8-2022

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Item #:	
Fiscal Impact:	$76,000
Funding Source:	Sanitation Fund
Account #:	27-7560-40310
Budget Opening Required:	Yes

ISSUE:

A resolution authorizing Amendment No. 2 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement with Ace Recycling and Disposal

SYNOPSIS:

This amendment modifies the City's current Solid Waste Collection and Curbside Recycling contract with Ace to account for the increasing cost of living.

BACKGROUND:

The City's current agreement with Ace Disposal includes an automatic price increase of 2.5% per year for residential solid waste collection, recycling, bulky waste collection and the Neighborhood Dumpster Program to cover the increasing cost of doing business. This past year has been fraught with inflation throughout multiple sectors in the economy, with the United States Consumer Price Index up by over 8% from last year. Ace has reported operating costs increasing nearly 10%. Ace has made a request to the City for a price increase of an additional 2.5% to cover some of their costs. It is estimated that this increase will cost the City approximately an additional $76,000.

The Sanitation Fund is currently operating in a deficit (annual expenditures exceed annual revenue), which is depleting the fund balance. These additional costs can be absorbed for a limited time by the Sanitation Fund balance. A fee increase, or a service reduction will need to be implemented within the next year or two.

RECOMMENDATION:

Approve amendment No. 2 to contract with Ace Recycling and Disposal

SUBMITTED BY:
Dan Johnson
Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT BETWEEN WEST VALLEY CITY AND ACE DISPOSAL INC.

WHEREAS, on January 23, 2018, West Valley City (hereinafter, the "City") and ACE Disposal, Inc. (hereinafter, "ACE"), entered into a Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement (hereinafter, the "Agreement"); and

WHEREAS, the City and ACE wish to increase certain rates payable by the City; and

WHEREAS, an amendment to the Agreement has been prepared for execution by and between the City and ACE, a copy of which is attached hereto and entitled "Amendment No. 2 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement" (hereinafter, the "Amendment"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Amendment to the Agreement with ACE is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Amendment for and in behalf of West Valley City, subject to approval of the final form of the Amendment 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

AMENDMENT NO. 2 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT

This Amendment No. 2 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement (the "Amendment") is entered into this ____ day of _____, 2022, by and between West Valley City, a municipal corporation of the State of Utah (the "City"), and Ace Disposal, Inc., a Utah corporation (the "Contractor"), (collectively the City and Contractor are referred to as the "Parties").

WITNESSETH

WHEREAS, the Parties entered into the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement (the "Agreement") on January 23, 2018; and

WHEREAS, the Parties desire to amend the Agreement to include an additional rate increase for 2022-2023 only; and

NOW THEREFORE, in consideration of the covenants and promises contained in this Amendment No. 2, the Parties agree as follows:

AGREEMENT

1. **Purpose.** This Amendment shall amend Subsection 22.02 of Exhibit A of the Agreement to include an additional rate increase for contract year 2022-23.

2. **Amendment.** Subsection 22.02 is amended as follows:

22.02 Modification to Rates. The compensation payable to the Contractor for residential solid waste collection, recycling, bulky waste, and the Neighborhood Dumpster Program set forth in Exhibit A-1 shall be increased 2.5% annually for the second and subsequent contract years, to compensate the Contractor for operational cost increases. For contract year July 1, 2022 – June 30, 2023 only, the compensation shall be increased by an additional 2.5%. The Contractor may petition the City for additional rate adjustments based on revised laws and ordinances, or new government regulations and fees. The City shall approve or deny any requested adjustment at the City's sole and absolute discretion.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment No. 2, the terms of this Amendment No. 2 shall control. Except as expressly set forth in this Amendment No. 2, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment No. 2.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 2 on the date first written.

WEST VALLEY CITY

_____
Mayor

ATTEST:

Approved as to form 6/15/2022
Brandon Hill

_____
City Recorder

ACE DISPOSAL, INC.

_____
By:
Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ _____ *[title]*, of Ace Disposal, a corporation, and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

Item #:	
Fiscal Impact:	$112,000
Funding Source:	Sanitation Fees
Account #:	27-7560-40480-00000-0000
Budget Opening Required:	No

ISSUE:

Authorization to purchase garbage containers

SYNOPSIS:

The purchase of garbage containers from Toter (Wastequip) through OMNIA Partners purchasing coop for use in residential curbside waste collection.

BACKGROUND:

The Sanitation Division regularly purchases new garbage cans to satisfy demand from customers for new cans, additional can requests and the replacement of damaged cans.

The pricing is based upon a bid awarded to other governmental entities and the containers are procured through OMNIA Partners a national purchasing organization. The bids obtained through this organization enable the city to benefit from very competitively priced bids from another government agency, satisfying the city's procurement requirements.

This resolution authorizes the purchase of 1,908 garbage containers. Due to expected long delivery periods there are two versions of the garbage cans being ordered. The Sanitation Division normally purchases cans in smaller numbers at various times during the year. Due to anticipated price increases more cans are being purchased earlier at the current price levels.

RECOMMENDATION:

Authorize the Public Works Department to spend $112,000 to purchase garbage containers

SUBMITTED BY:

Dan Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF GARBAGE CANS FROM WASTEQUIP.

WHEREAS, West Valley City wishes to purchase new garbage cans to replace aging and unusable cans; and

WHEREAS, Wastequip has been awarded a contract through an interlocal purchasing cooperative to supply said products; and

WHEREAS, the price awarded to Wastequip is within price parameters and meets the City's needs; 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 purchase said products.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase garbage cans from Wastequip for an amount not to exceed $112,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

A resolution authorizing the abandonment of an existing storm drain easement.

SYNOPSIS:

A storm drain easement on property located at 5468 South 5600 West is not needed.

BACKGROUND:

In 1986 a storm drain easement was recorded in favor of Salt Lake County across property located south of 5400 South on the west side of 5600 West. As there are no existing storm drain facilities located on property within this specific easement, the property owner has requested this easement be abandoned by West Valley City.

Carpe Diem Auctum LLC is the owner of property located at 5468 South 5600 West, parcel 20-14-231-024 and the site of the proposed Carpe Diem Auctum Subdivision. The above referenced storm drain easement was recorded in favor of Salt Lake County prior to the Smith's Annexation in 1995 by West Valley City. After the annexation of property West Valley City became the successor in interest to Salt Lake County. As the easement is no longer necessary, an Abandonment of a Portion of a Storm Drain Easement document has been prepared for approval by the West Valley City Council and execution by the mayor. There is another 15-foot wide storm drain easement which runs slightly east and parallel with the easement being abandoned. That easement will remain.

RECOMMENDATION:

Approve Abandonment of a Portion of a Storm Drain Easement and authorize the mayor to execute said document for and on behalf of West Valley City. Authorize City Recorder to record said document 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 ABANDON A PORTION OF A STORM DRAIN EASEMENT LOCATED AT 5468 SOUTH 5600 WEST .

WHEREAS, as a condition of prior development, a storm drain easement was recorded in favor of Salt Lake County; and

WHEREAS, the City is the successor in interest to said storm drain easement; and

WHEREAS, a portion of said easement is no longer necessary; and

WHEREAS, a document entitled "Abandonment of a Portion of Storm Drain 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. #**20-14-231-024**

ABANDONMENT OF A PORTION OF STORM DRAIN 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 portion of a **Storm Drain Easement** originally conveyed to Salt Lake County and recorded August 21, 1986 as Entry No. 4299392 in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a Storm Drain Easements upon the following described property located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

> A15.00 foot wide storm drain easement, 7.5 feet on each side of the following described centerline:
>
> Beginning at a point South 0°10'30" East along the Section Line 363.00 feet and North 89°38'04"West 73.00 feet from the Northeast Corner of Section 14, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 0°10'30" East 267.79 feet, more or less to the southerly boundary of parcel 20-14-231-024. (Portion of Entry No. 4299392)

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

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

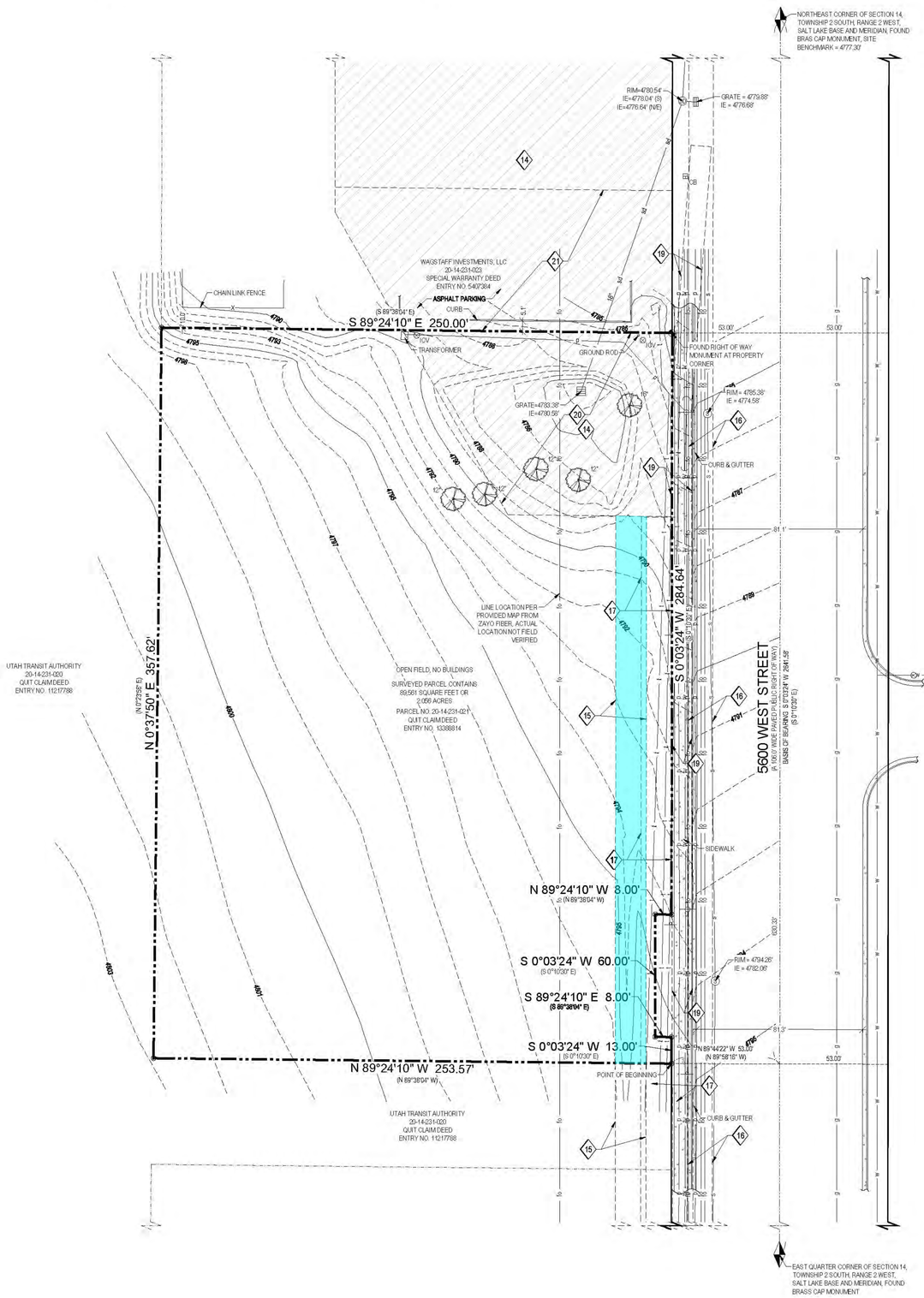
_____

Karen Lang, Mayor

State of _____)
:ss
County of _____)

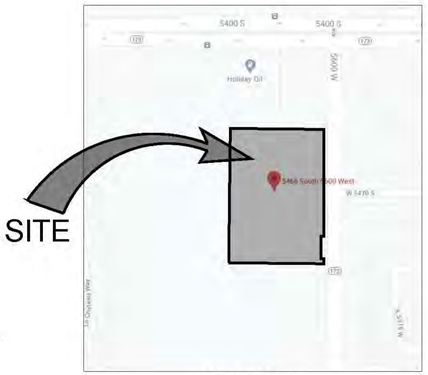
On this _____ day of _____, 2022, personally appeared before me **Karen Lang**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that she is the **Mayor** of **West Valley City, a Utah municipal corporation of the State of Utah**, 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

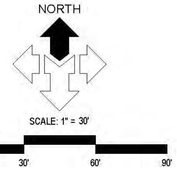


LEGEND

- RIGHT OF WAY LINE
- ADJOINING DEED LINE
- PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- FENCE
- POWER LINE
- FIBER OPTIC LINE
- TELEPHONE LINE
- WATER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- NATURAL GAS LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- WATER VALVE
- GUY WIRE
- UTILITY POLE
- SANITARY SEWER MANHOLE
- STORM DRAIN CATCH BASIN
- IRRIGATION CONTROL VALVE
- COMMUNICATIONS BOX
- SIGN
- PROPERTY CORNER
- CONCRETE
- EXCEPTION
- DECIDUOUS TREE



VICINITY MAP
SCALE: N.T.S.



SURVEYOR'S CERTIFICATE

TO CARPE DIEM AUCTUM, LLC., A UTAH LIMITED LIABILITY COMPANY, FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 21, 2020.

DATE OF PLAT OR MAP: OCTOBER 8, 2020

PROFESSIONAL LAND SURVEYOR — DAVID B. DRAPER — No. 8861599 — 10/08/20 — STATE OF UTAH

DAVID B. DRAPER
LICENSE NO. 8861599

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN "ALTA/NSPS LAND TITLE SURVEY" ON THE SUBJECT PROPERTY PER CLIENTS REQUEST. THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 0°03'24" WEST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AS SHOWN ON THIS SURVEY. THE SURVEYED PARCEL PROPERTY LINES WERE WERE DETERMINED PER RECORD DEEDS OF THE SURVEYED PARCEL AND ADJOINING PARCELS. SAID DEEDS MATCHED WELL MATHEMATICALLY WITH EACH OTHER AND FOUND MONUMENTS ON THE PROPERTY AND ADJOINING PROPERTIES. SAID DEEDS WERE ROTATED TO MATCH THE BASIS OF BEARING OF THIS SURVEY.

SIGNIFICANT OBSERVATIONS

- NONE OBSERVED

UTILITY COMPANY	CONTACT	CONTACT INFO	STATUS
COMCAST	JEFF HOUSTON	435-224-2356	SHOWN
CENTURYLINK	ROBERT VIGIL	801-238-0235	SHOWN
DOMINION ENERGY	SL MAPPING DEPT.	801-324-3970	SHOWN
ZAYO FIBER	SYLVAN STEWART	801-808-7365	SHOWN
TILSON TECH	BLAKE CHILD	801-554-9812	SHOWN
ROCKY MOUNTAIN POWER	JOEL SIMMONS	801-813-6993	SHOWN
KEARNS IMPROVEMENT	GREG ANDERSON	801-912-0282	SHOWN

DESCRIPTION PER TITLE REPORT

A TRACT OF LAND SITUATE IN THE NE¼ NE¼ OF SECTION 14, IN T. 2 S., R. 2 W., S.L.B.&M. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF SR-172 (5600 WEST STREET) AND SOUTHERLY BOUNDARY LINE OF SAID TRACT, WHICH POINT IS 693.03 FEET S 0°10'30" E. ALONG THE SECTION LINE AND 53.0 FEET N. 89° 58'16" W. FROM THE NORTHEAST CORNER OF SAID SECTION 14; AND RUNNING THENCE N. 89°38'04" W., 253.57 FEET ALONG SAID SOUTHERLY BOUNDARY LINE; THENCE N. 0°37'50" E. 357.62 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT; THENCE S. 89°38'04" E. 250.00 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S. 0°10'30" E. 284.64 FEET; THENCE N. 89°38'04" W. 8.00 FEET; THENCE S. 0°10'30" E. 60.00 FEET; THENCE S. 89°38'04" E. 8.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S. 0°10'30" E. 13.00 FEET TO THE POINT OF BEGINNING.

TITLE INFORMATION

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NO. NCS-UDOT20-004-SLC1 PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: SEPTEMBER 10, 2020, AT 12:30 P.M.

SCHEDULE B-2 EXCEPTIONS

(14) EASEMENT IN FAVOR OF SALT LAKE COUNTY TO CONSTRUCT A RETENTION POND RECORDED AUGUST 21, 1986 AS ENTRY NO. 4269389 IN BOOK 5805 AT PAGE 2544 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(15) EASEMENT FOR THE PURPOSE OF CONSTRUCTING A DRAINAGE FACILITY IN FAVOR OF IVORY AND COMPANY, A LIMITED PARTNERSHIP RECORDED AUGUST 21, 1986 AS ENTRY NO. 4269392 IN BOOK 5805 AT PAGE 2548 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(16) EASEMENT AGREEMENT BY AND BETWEEN SMITHS FOOD KING PROPERTIES INC, IVORY & COMPANY AND KEARNS IMPROVEMENT DISTRICT RECORDED OCTOBER 20, 1986 AS ENTRY NO. 4334582 IN BOOK 5829 AT PAGE 2310 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(17) EASEMENT IN FAVOR OF SALT LAKE COUNTY, A BODY POLITIC RECORDED MAY 8, 1987 AS ENTRY NO. 4563640 IN BOOK 5915 AT PAGE 1601 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(18) EASEMENT IN FAVOR OF PACIFICORP, AN OREGON CORPORATION DBA UTAH POWER & LIGHT COMPANY RECORDED JULY 14, 1989 AS ENTRY NO. 4720677 IN BOOK 6143 AT PAGE 1628 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(19) AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR STORM DRAIN AND INCIDENTAL PURPOSES, AS GRANTED TO SALT LAKE COUNTY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH BY INSTRUMENT RECORDED JUNE 15, 1994 AS ENTRY NO. 5849784 IN BOOK 6961 AT PAGE 1956 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

(20) AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR STORM DRAIN AND INCIDENTAL PURPOSES, AS GRANTED TO SALT LAKE COUNTY, A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH BY INSTRUMENT RECORDED JUNE 15, 1994 AS ENTRY NO. 5849785 IN BOOK 6961 AT PAGE 1958 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

GENERAL NOTES

1. MCNEIL ENGINEERING OR MCNEIL ENGINEERING - SURVEYING L.C., MAKES NO REPRESENTATIONS AS TO THE EXISTENCE OF ANY OTHER RECORD DOCUMENTS THAT MAY AFFECT THIS PARCEL OTHER THAN THOSE SHOWN IN THE EXCEPTIONS OF SCHEDULE B-2 AS SHOWN HEREON.

2. CORNER MONUMENTS WILL BE SET WITH REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENG" UNLESS OTHERWISE NOTED HEREON.

3. THIS MAP MAKES NO ASSUMPTIONS AS TO ANY UNWRITTEN RIGHTS THAT MAY EXIST BY AND BETWEEN THE ADJOINING LANDOWNERS.

4. COURSES AND DISTANCES SHOWN ON THIS MAP ARE MEASURED DIMENSIONS UNLESS SHOWN WITHIN PARENTHESIS, INDICATING A RECORD COURSE OR DISTANCE. RECORD INFORMATION IS TAKEN FROM CITED TITLE COMMITMENT, DEEDS OF RECORD, SUBDIVISION PLATS, ROADWAY DEDICATION PLATS, CITY ATLAS PLATS, FILED SURVEYS OR OTHER SOURCES OF RECORD INFORMATION.

5. NO OBSERVED EVIDENCE OF CEMETERIES OR BURIAL GROUNDS.

6. SURVEYED PARCEL CURRENTLY HAS NO DRIVEWAY ACCESS TO A PUBLIC ROAD.

7. THE LOCATIONS OF UNDERGROUND UTILITIES, AS SHOWN HEREON, ARE BASED ON ABOVE-GROUND STRUCTURES, OTHER OBSERVED EVIDENCE AND/OR RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE OR VERIFY BURIED UTILITIES OR STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, NOTIFY BLUE STAKES. THERE MAY EXIST ADDITIONAL RECORD DOCUMENTS THAT WOULD AFFECT THIS PARCEL.

S2020-12-0976
Reid J. Demman, P.L.S.
SALT LAKE COUNTY SURVEYOR

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

CARPE DIEM AUCTUM LLC PARCEL

5468 SOUTH 5600 WEST
WEST VALLEY CITY, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, S.L.B. & M.

REVISIONS		
REV	DATE	DESCRIPTION

PROJECT NO:	20577
CAD FILE:	20577 ALT
DRAWN BY:	KSL
CALC BY:	DBD
FIELD CREW:	SS
CHECKED BY:	DBD
DATE:	10-8-20

ALTA/NSPS LAND TITLE SURVEY

1 OF 1

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

Budget Opening Required: ☐

ISSUE:

Member: Harold Woodruff
Board: Planning Commission

SYNOPSIS:

Reappointment

BACKGROUND:

The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.

Harold Woodruff has been recommended for reappointment as a member of the Planning Commission. He has been serving as a member of the Planning Commission since February 18, 1988. Harold Woodruff's term will run from July 1, 2022 to July 1, 2026.

Harold Woodruff's viewpoints as an architect add much insight into various issues that are addressed.

RECOMMENDATION:

Approval of the Resolution appointing Harold Woodruff as a member of the Planning Commission.

SUBMITTED BY:

Steve Pastorik, CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF HAROLD WOODRUFF TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2022 TO JULY 1, 2026.

WHEREAS, the Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council, and

WHEREAS, Harold Woodruff has expressed a willingness to serve on the Planning Commission; and

WHEREAS, Wayne Pyle, City Manager, has recommended the reappointment of Harold Woodruff to serve on the Planning Commission; and

WHEREAS, such appointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's appointment of Harold Woodruff to the Planning Commission for a term from July 1, 2022 to July 1, 2026, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this ____ day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

Member: Martell Winters
Board: Planning Commission

SYNOPSIS:

Reappointment

BACKGROUND:

The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.

Martell Winters has been recommended for reappointment as a member of the Planning Commission. He has been serving as a member of the Planning Commission since January 12, 2016. Martell Winter's term will run from July 1, 2022 to July 1, 2026.

Martell Winters has been a resident of West Valley City for 24 years. He currently works as a senior scientist for Nelson Laboratories. We believe Martell Winters will continue to be a valuable asset to the City in serving on the Planning Commission.

RECOMMENDATION:

Approval of the Resolution appointing Martell Winters as a member of the Planning Commission.

SUBMITTED BY:

Steve Pastorik, CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-_____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF MARTELL WINTERS TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM JULY 1, 2022 TO JULY 1, 2026.

WHEREAS, the Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council, and

WHEREAS, Martell Winters has expressed a willingness to serve on the Planning Commission; and

WHEREAS, Wayne Pyle, City Manager, has recommended the reappointment of Martell Winters to serve on the Planning Commission for a term from July 1, 2022, to July 1, 2026; and

WHEREAS, such reappointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's reappointment of Martell Winters to the Planning Commission for a term from July 1, 2022 to July 1, 2026, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this ____ day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

Member: Necia Christensen
Board: Board of Adjustment

SYNOPSIS:

Reappointment

BACKGROUND:

The Board of Adjustment is composed of five members and alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council. Any Board of Adjustment member or alternate member may be reappointed for an additional term.

Necia Christensen has been serving on the Board of Adjustment since December 3, 1998. Necia Christensen has expressed an interest to continue serving on the Board of Adjustment. Necia Christensen's reappointed term will run from July 1, 2022 to July 1, 2027.

RECOMMENDATION:

Approval of the Resolution reappointing Necia Christensen as a member of the Board of Adjustment.

SUBMITTED BY:

Steve Pastorik, CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-_____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF NECIA CHRISTENSEN AS A MEMBER OF THE WEST VALLEY BOARD OF ADJUSTMENT FOR A TERM FROM JULY 1, 2022 TO JULY 1, 2027.

WHEREAS, the Board of Adjustment shall consist of five members and such alternate members as the City Manager deems appropriate with the advice and consent of the City Council, and

WHEREAS, any member or alternate member may be appointed for a five-year term; and

WHEREAS, Wayne Pyle, City Manager, has recommended the reappointment of Necia Christensen to serve on the Board of Adjustment for a term from July 1, 2022 to July 1, 2027; and

WHEREAS, such reappointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's reappointment of Necia Christensen to the Board of Adjustment for a term from July 1, 2022 to July 1, 2027 is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this _____ day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A Resolution re-appointing Abigail Dizon-Maughan as Chair of the Professional Standards Review Board

SYNOPSIS:

This resolution re-appoints Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing on July 1, 2022 and ending on June 30, 2024.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's re-appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S RE-APPOINTMENT OF ABIGAIL DIZON-MAUGHAN AS CHAIR OF THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2024.

WHEREAS, the members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing July 1, 2022 and ending June 30, 2024; and

WHEREAS, Abigail Dizon-Maughan is willing to accept said re-appointment; and

WHEREAS, said re-appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Abigail Dizon-Maughan as Chair of the Professional Standards Review Board for a term commencing July 1, 2022 and ending June 30, 2024.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

ISSUE:

A resolution appointing Matt MacPherson to the Professional Standards Review Board.

SYNOPSIS:

This resolution re-appoints Matt MacPherson as a member of the Professional Standards Review Board for a two-year term commencing on July 1, 2022 and ending on June 30, 2024.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's re-appointment of Matt MacPherson to the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO_____

A RESOLUTION RATIFYING THE CITY MANAGER'S RE-APPOINTMENT OF MATT MACPHERSON TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2024.

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to re-appoint Matt MacPherson to serve on the Professional Standards Review Board for a term commencing July 1, 2022 and ending June 30, 2024; and

WHEREAS, Matt MacPherson is willing to accept said re-appointment; and

WHEREAS, said re-appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's re-appointment of Matt MacPherson to the Professional Standards Review Board for a term commencing July 1, 2022 and ending June 30, 2024.

PASSED AND APPROVED this ____th day of June 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A resolution reappointing Jim Vesock as the chairperson of the West Valley City Clean and Beautiful Committee.

SYNOPSIS:

This Resolution reappoints Jim Vesock as the Chairperson of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2023.

BACKGROUND:

The Chair of the West Valley City Clean and Beautiful Committee serves for a term of one year. Jim's term will commence July 1, 2022 and end June 30, 2023.

RECOMMENDATION:

Ratify the City Manager's reappointment of Jim Vesock as the Chairperson of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-___

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF JIM VESOCK AS CHAIR OF THE WEST VALLEY CITY CLEAN AND BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023.

WHEREAS, the Chair of the West Valley City Clean and Beautiful Committee is appointed by the City Manager; and

WHEREAS, the City Manager desires to reappoint Jim Vesock as Chair of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, Jim Vesock is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Jim Vesock as Chair of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2023.

PASSED, APPROVED and MADE EFFECTIVE this ___ nd day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A resolution reappointing Jim Vesock as a member of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

SYNOPSIS:

Jim Vesock is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

BACKGROUND:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution reappointing Jim Vesock as a member of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF JIM VESOCK AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE.

WHEREAS, the Clean and Beautiful Committee consists of members reappointed by the City Manager; and

WHEREAS, the City Manager desires to reappoint Jim Vesock as a member of the Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, Jim Vesock is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Jim Vesock as a member of the Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A resolution reappointing Craig Thomas as a member of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

SYNOPSIS:

Craig Thomas is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

BACKGROUND:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution reappointing Craig Thomas as a member of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-___

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF CRAIG THOMAS AS A MEMBER OF THE WEST VALLEY CITY CLEAN & BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2026.

WHEREAS, members of the West Valley City Clean & Beautiful Committee are appointed for a four year term by the City Manager; and

WHEREAS, the City Manager desires to reappoint Craig Thomas as a member of the West Valley City Clean & Beautiful Committee, commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, Craig Thomas is willing to accept said reappointment; and

WHEREAS, said reappointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Craig Thomas as a member of the West Valley City Clean & Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

PASSED, APPROVED and MADE EFFECTIVE this ____h day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A resolution appointing Alexandra Hilse as a member of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

SYNOPSIS:

Alexandra Hilse is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

BACKGROUND:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution appointing Alexandra Hilse as a member of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-___

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF ALEXANDRA HILSE AS A MEMBER OF THE WEST VALLEY CITY CLEAN & BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2026.

WHEREAS, members of the West Valley City Clean & Beautiful Committee are appointed for a four year term by the City Manager; and

WHEREAS, the City Manager desires to appoint Alexandra Hilse as a member of the West Valley City Clean & Beautiful Committee, commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, Alexandra Hilse is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Alexandra Hilse as a member of the West Valley City Clean & Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

PASSED, APPROVED and MADE EFFECTIVE this ____h day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Budget Opening Required: ☐

ISSUE:

A resolution reappointing Lisa Rene Jones as a member of the West Valley City Clean and Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

SYNOPSIS:

Lisa Rene Jones is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

BACKGROUND:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution reappointing Lisa Rene Jones as a member of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. 22-____

A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF LISA RENE JONES AS A MEMBER OF THE WEST VALLEY CITY CLEAN & BEAUTIFUL COMMITTEE FOR A TERM COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2026.

WHEREAS, members of the West Valley City Clean & Beautiful Committee are appointed for a four year term by the City Manager; and

WHEREAS, the City Manager desires to reappoint Lisa Rene Jones as a member of the West Valley City Clean & Beautiful Committee, commencing July 1, 2022 and ending June 30, 2026; and

WHEREAS, Lisa Rene Jones is willing to accept said reappointment; and

WHEREAS, said reappointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Lisa Rene Jones as a member of the West Valley City Clean & Beautiful Committee for a term commencing July 1, 2022 and ending June 30, 2026.

PASSED, APPROVED and MADE EFFECTIVE this___day of June, 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

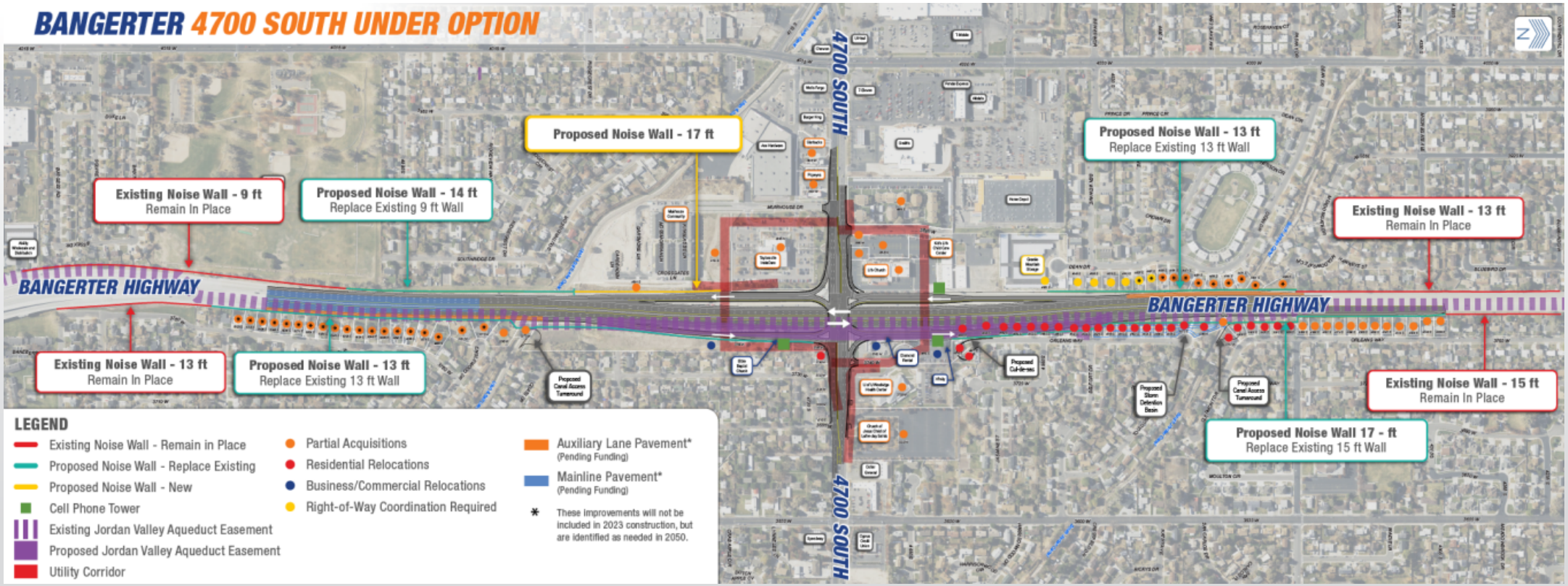
_____
CITY RECORDER

Bangerter Highway

West Valley City Council Meeting | June 21, 2022

4700 South

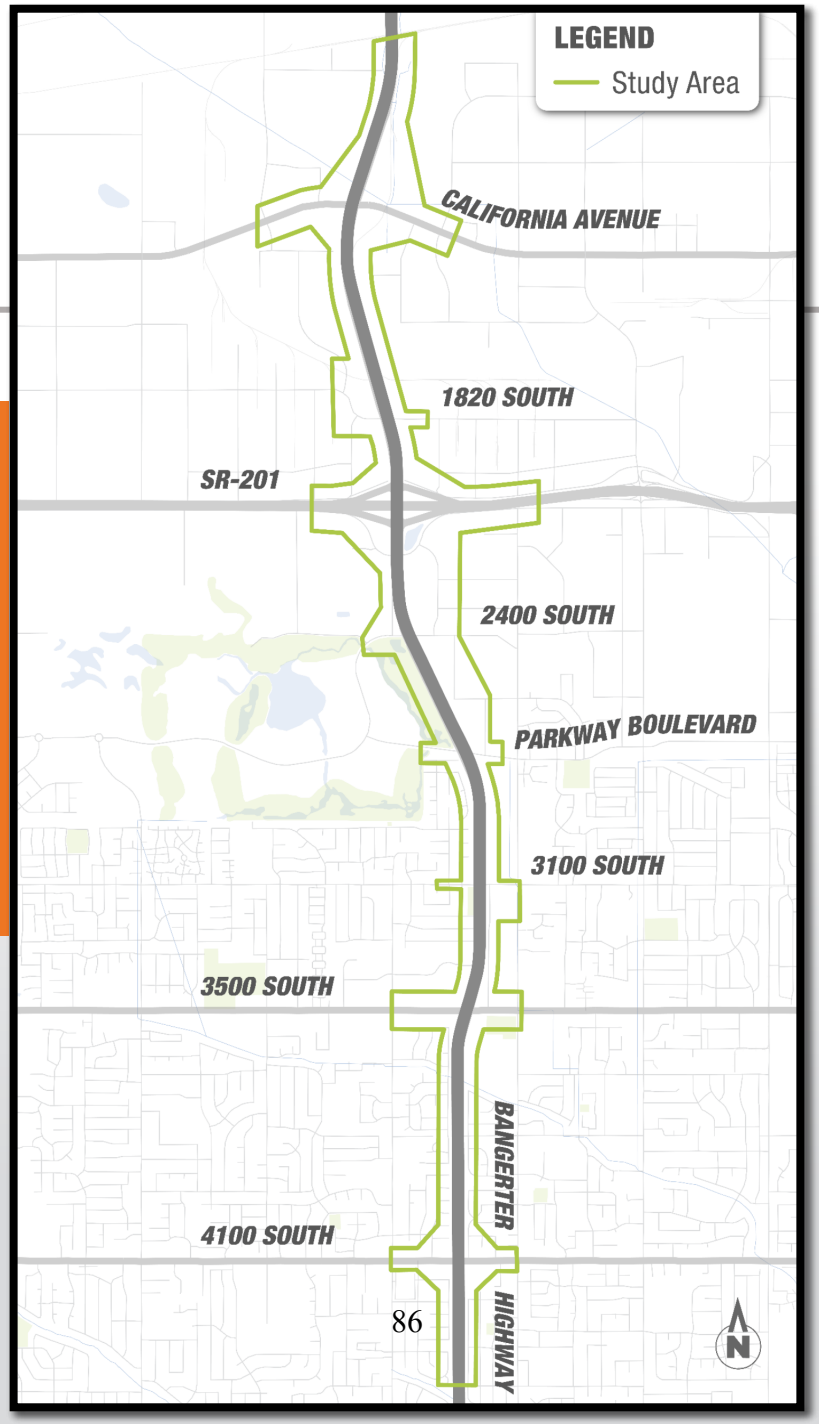
Project Update



4100 South to California Avenue

State Environmental Study (SES)

Overview


LEGEND
Study Area
CALIFORNIA AVENUE
1820 SOUTH
SR-201
2400 SOUTH
PARKWAY BOULEVARD
3100 SOUTH
3500 SOUTH
BANGERTER HIGHWAY
4100 SOUTH
N

Study Goals



Convert Bangerter Highway into a freeway-like system



Enhance safety

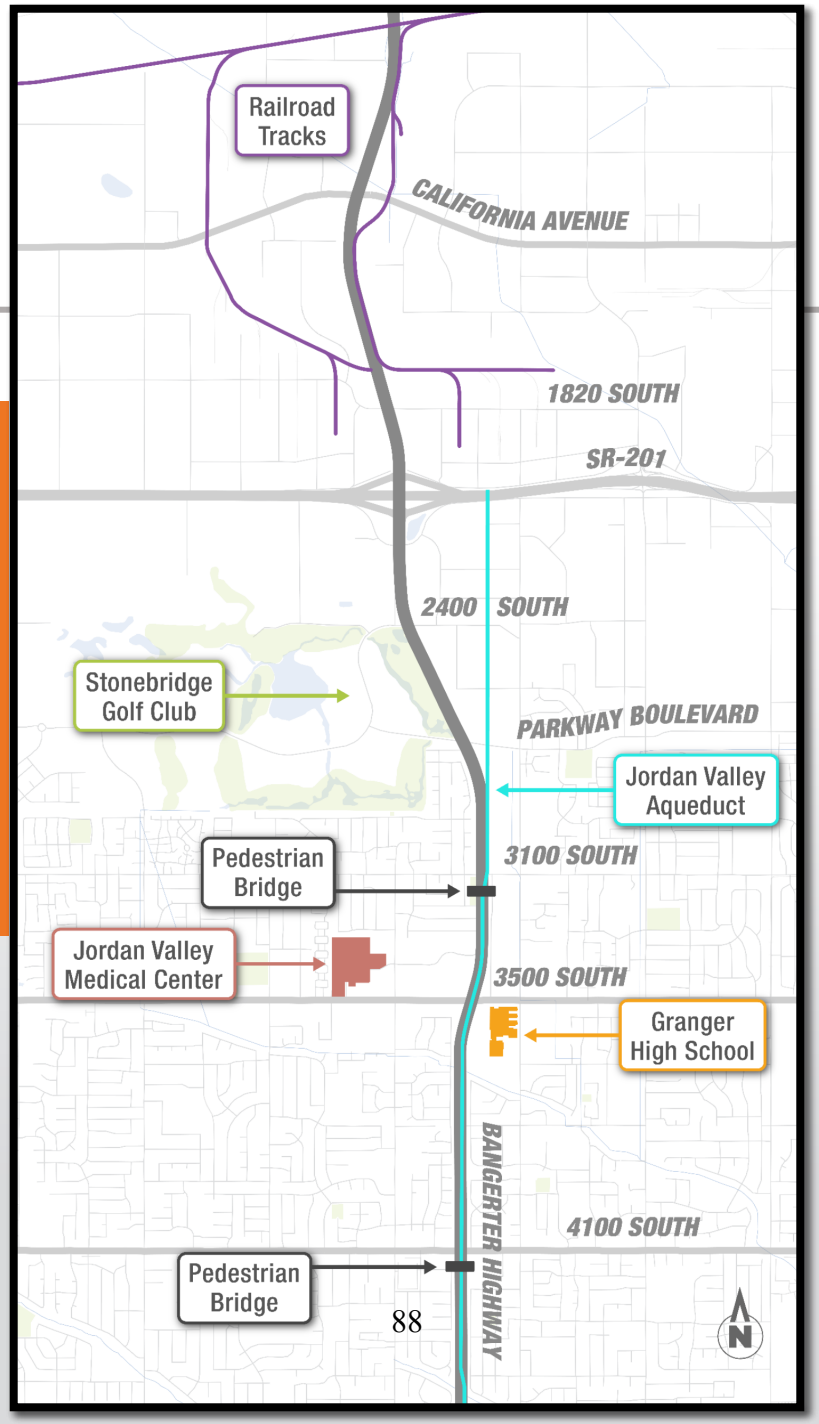


Improve travel times and increase mobility

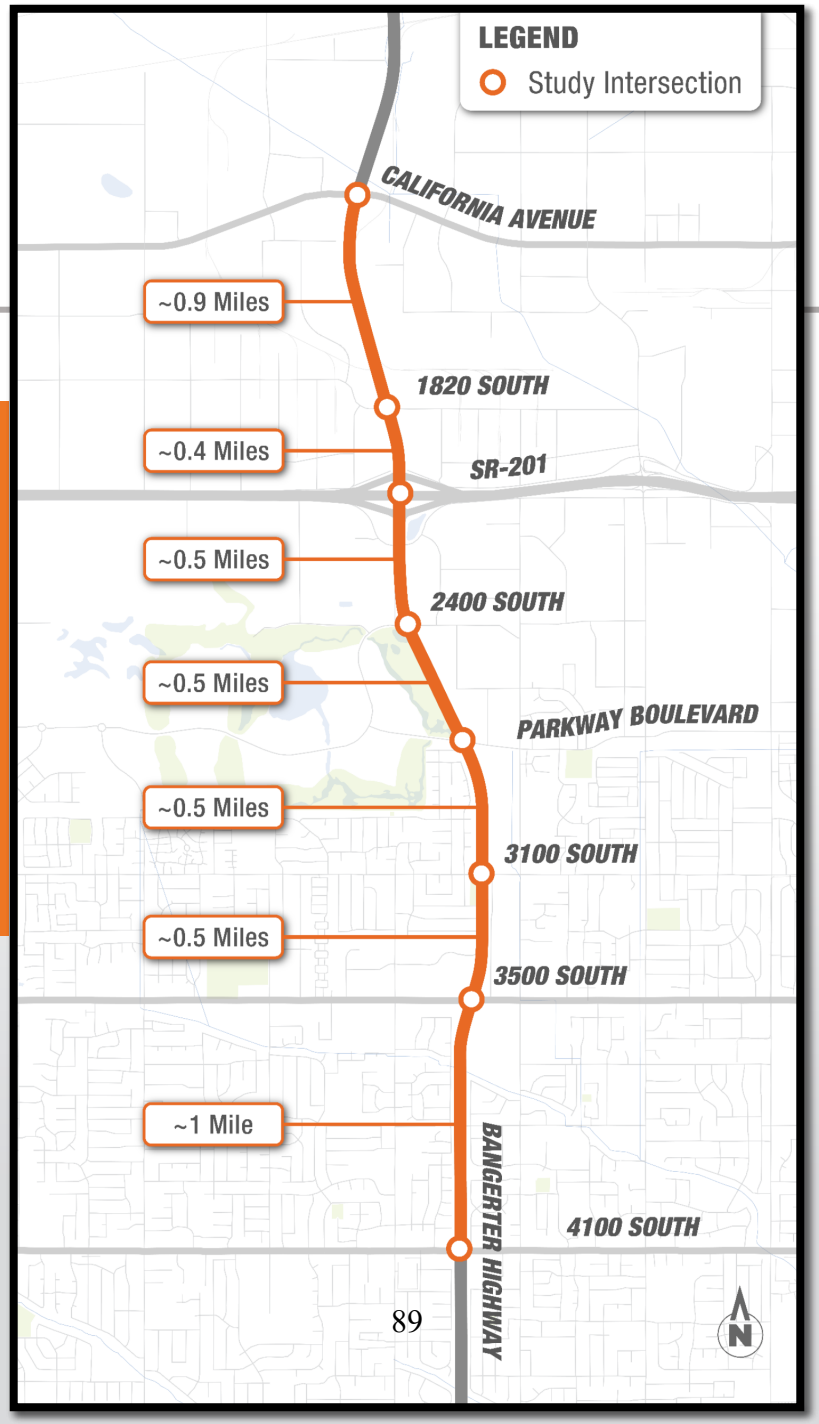


4100 South

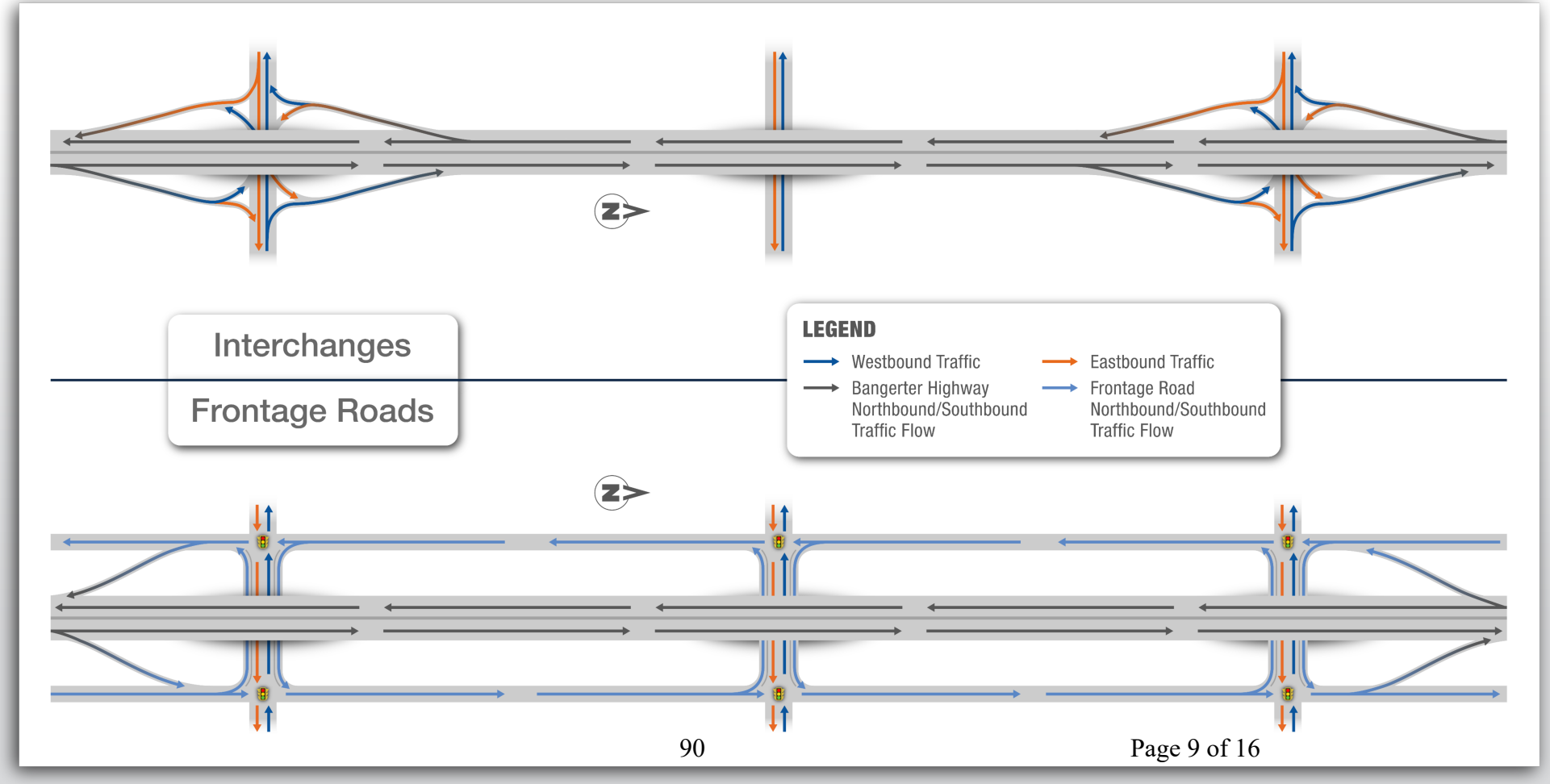
Unique Elements



Intersection Distances



Potential Improvements



Schedule



NOTE: Environmental studies are process-driven, meaning this schedule is approximate and subject to change.

Public Outreach

BANGERTER
WEST VALLEY CITY

City Officials	• Monthly meetings with city staff • Regular city council presentations
General Public	• Mailers and posters • Videos • Public open houses • Public hearings • Traditional and social media
Property Owners	• Neighborhood meetings • Ongoing coordination meetings

Outreach Timeline

BANGERTER WEST VALLEY CITY

June 13 - 17	• Mailer and posters
June 27 - 29	• Public Scoping Meetings
Late 2022	• Neighborhood Meetings
Early 2023	• Public Hearings (In-person and Online)
Ongoing	• Stakeholder / Property Owner Meetings

NOTE: Environmental studies are process-driven, meaning this schedule is approximate and subject to change.

Public Scoping Meetings

BANGERTER WEST VALLEY CITY

OPEN HOUSE OPTION 1

When: Monday, June 27, 2022
6 – 7:30 p.m.

OPEN HOUSE OPTION 2

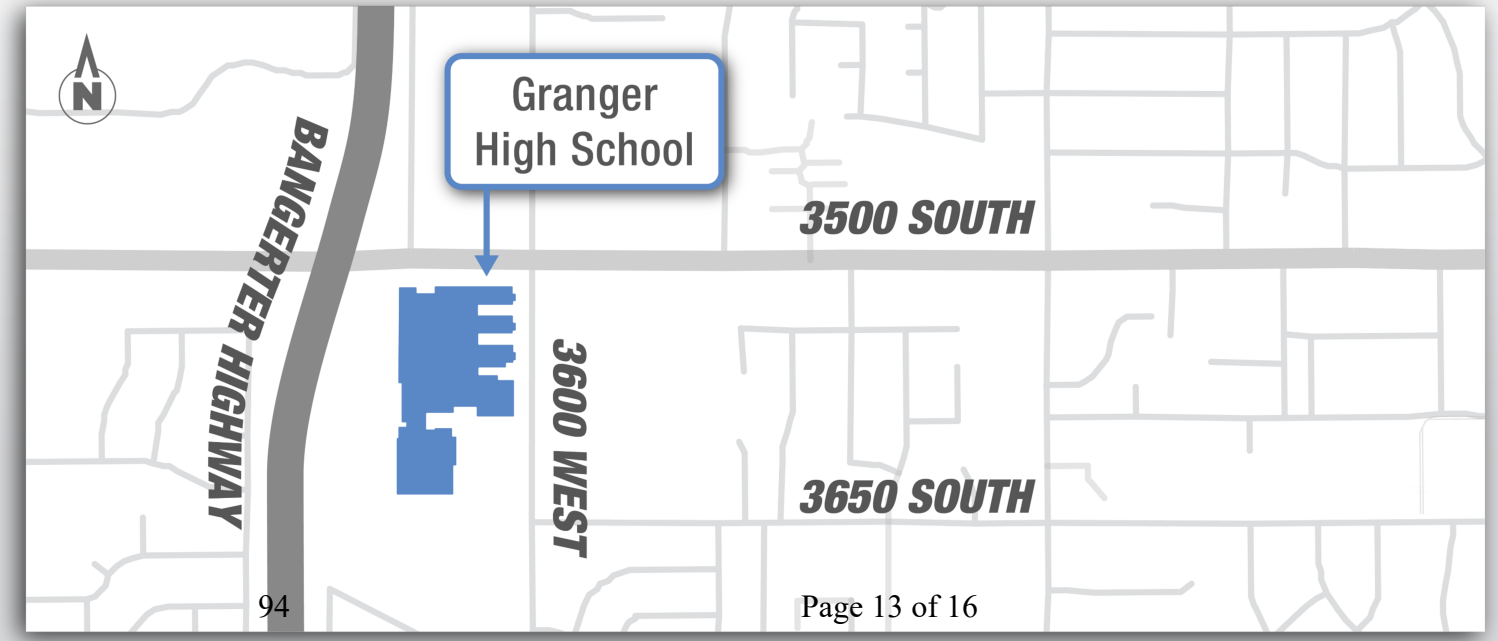
When: Tuesday, June 28, 2022
11:30 a.m. – 1 p.m.

OPEN HOUSE OPTION 3

When: Wednesday, June 29, 2022
6 – 7:30 p.m.

All Open Houses will be held at:

Granger High School
3580 South 3600 West
West Valley City, UT 84119



How to Comment



1. Visit the website:
   udot.utah.gov/bangerter4100tocalifornia

2. Email the study team at:
   bangerter@utah.gov

3. Mail a comment to:
   Bangerter Environmental
   c/o Horrocks Engineers
   1265 East Fort Union Boulevard
   Suite 200
   Cottonwood Heights, UT 84047

Public Communication Tools



Open Discussion

West Valley City Solid Waste Management Program Update

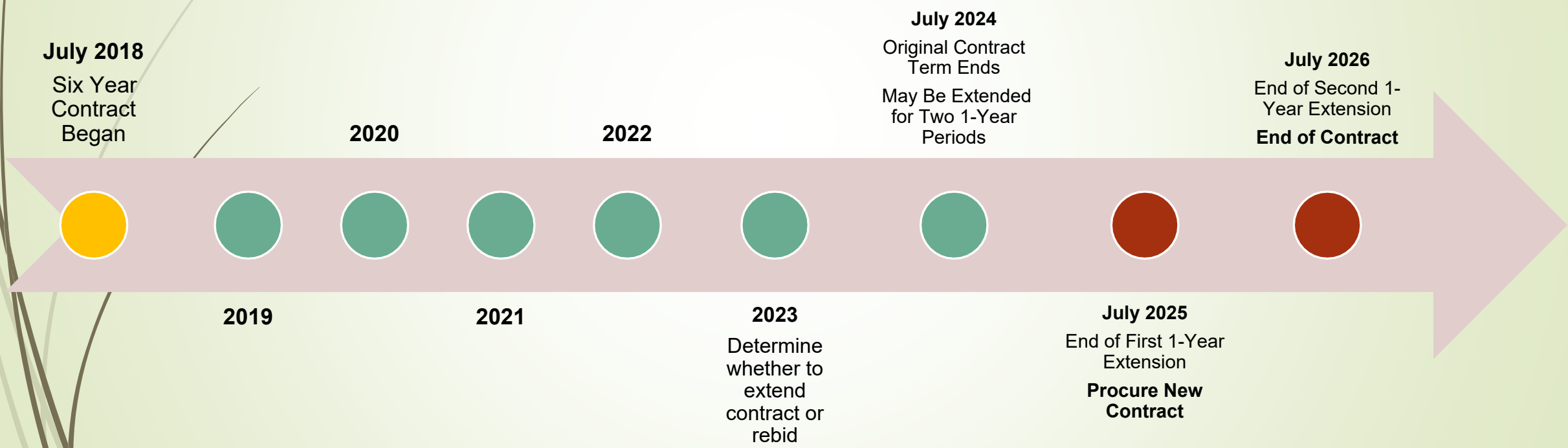
June 2022

Public Works Sanitation Team

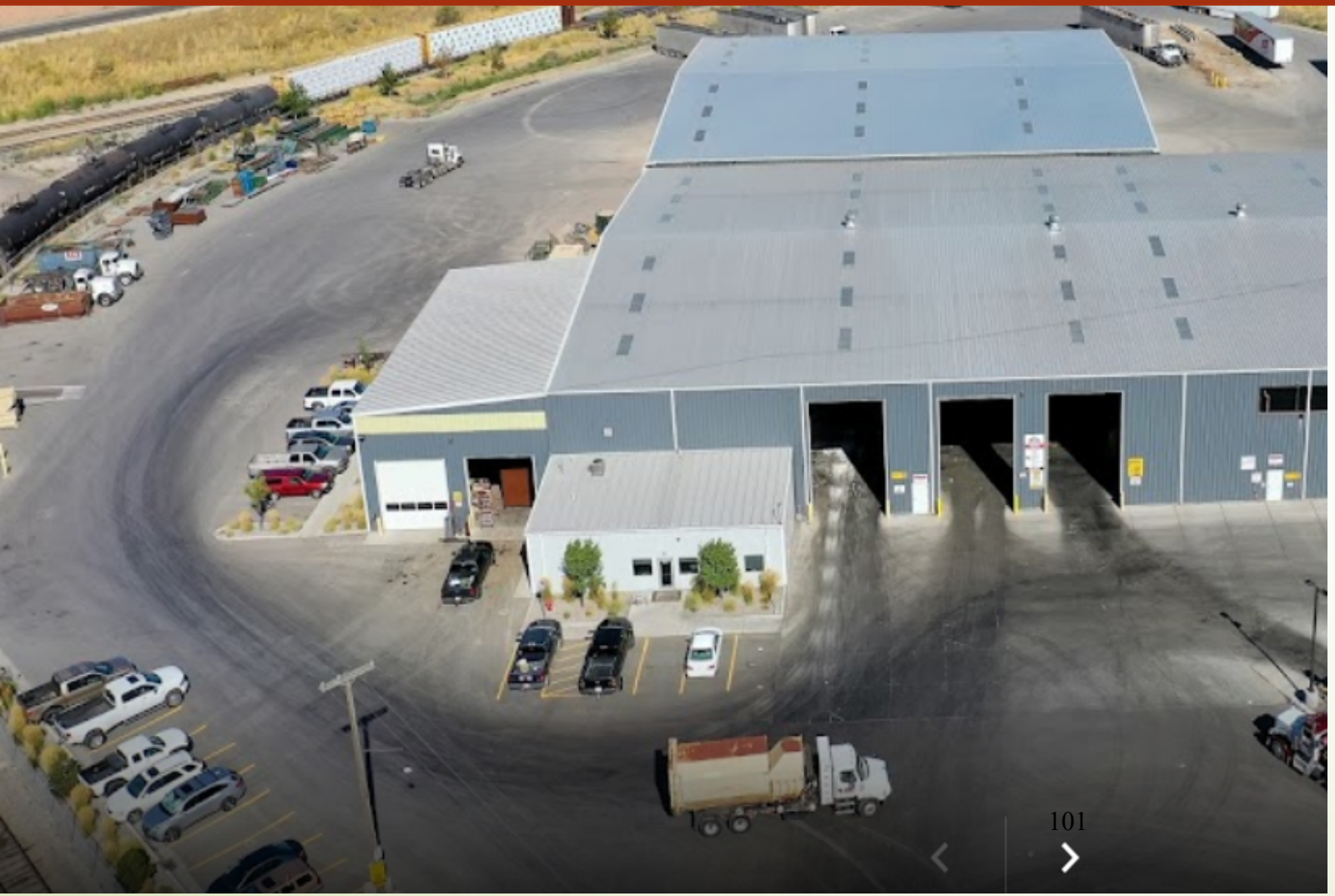
- Paul Love – Sanitation and Utility Billing Supervisor
  - Ray Hinkle – Sanitation Service Coordinator
  - Rande Larsen – Sanitation Technician
  - David McEwan – Sanitation Technician



Agreement Timeline



Landfill/Transfer Station



- Most waste taken to Ace Transfer Station
  - (Near California Ave and I-215 in SLC)
- Most waste transferred to Intermountain Regional Landfill in Fairfield
- Some waste taken to Salt Lake Valley Landfill

Residential Curbside Can Collection



- Single Family and Duplex Homes Only
- Weekly Residential Garbage Can Pick-Up
- Every Other Week – Residential Recycle Can Pick-Up
- Interactive map available on the website

Bulky Waste Collection

- Monthly Service available to single family homes and duplexes
- Size and Weight Limits
- Allowable Waste
  - Yard trimmings and limbs, Appliances and Furniture (freon must be removed), bikes, lawn mowers, toys too large to fit in a garbage can.
- Prohibited Waste
  - Glass, bricks, dirt, concrete, rocks, construction or demolition waste, business waste, tires, hazardous material



Neighborhood Dumpster Program

- Neighborhoods may schedule once per year
- Dumpsters are not automatically scheduled
- Normally Runs March to November



Christmas Tree Disposal



This Photo by Unknown Author is licensed under CC BY-SA

- City Park
- Westview Park
- Bulky Waste Service

Three Glass Recycling Locations

1. West Valley City Family Fitness Center

   5415 West 3100 South (West Lot, south of ball diamond)

2. Maverik Center North Overflow Lot

   3025 South Decker Lake Drive (2210 West)

3. Public Works Building

   2805 South 3600 West (south portion of parking lot)



Annual Document Shred and E-Waste Events







GCR Tire Recycle Event

GCR Tires Offered a One-Time Free Service to the Community

Can Ownership and Maintenance

- Resolution 22-104 – Annual authorization to purchase new cans.
- 1,872 new cans
- Price up 14% from last year



HB 394-Recycling Transparency Amendments 2022 Legislative Session

This bill:

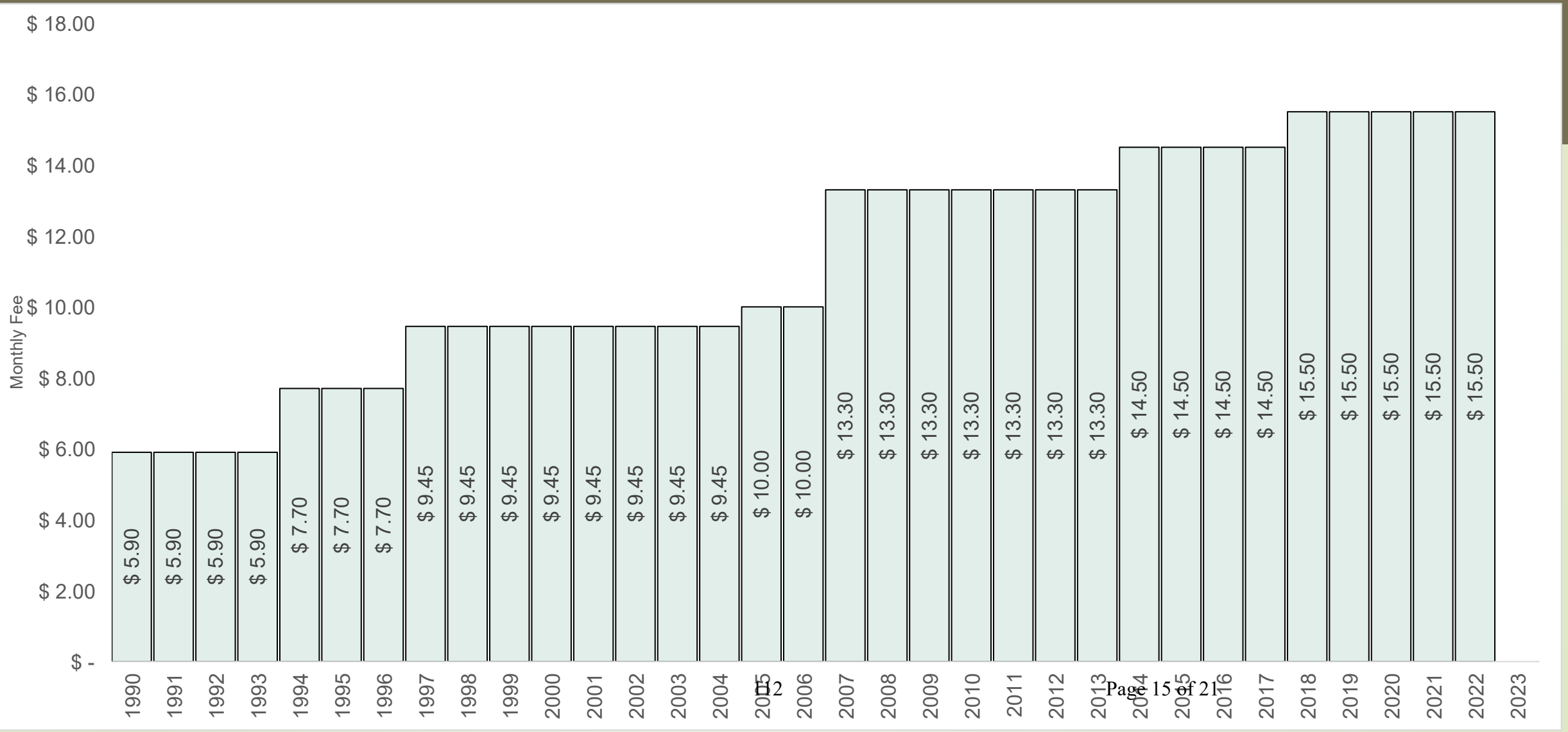
- defines terms;
- requires a recyclable material hauler who bills customers through a political subdivision's billing and collection system to provide, to the political subdivision, data about the end location of recyclable materials collected by the recyclable material hauler; and
- requires a political subdivision to publish the recycling data in a newsletter and, if available, on the political subdivision's website.

Current Service Fees

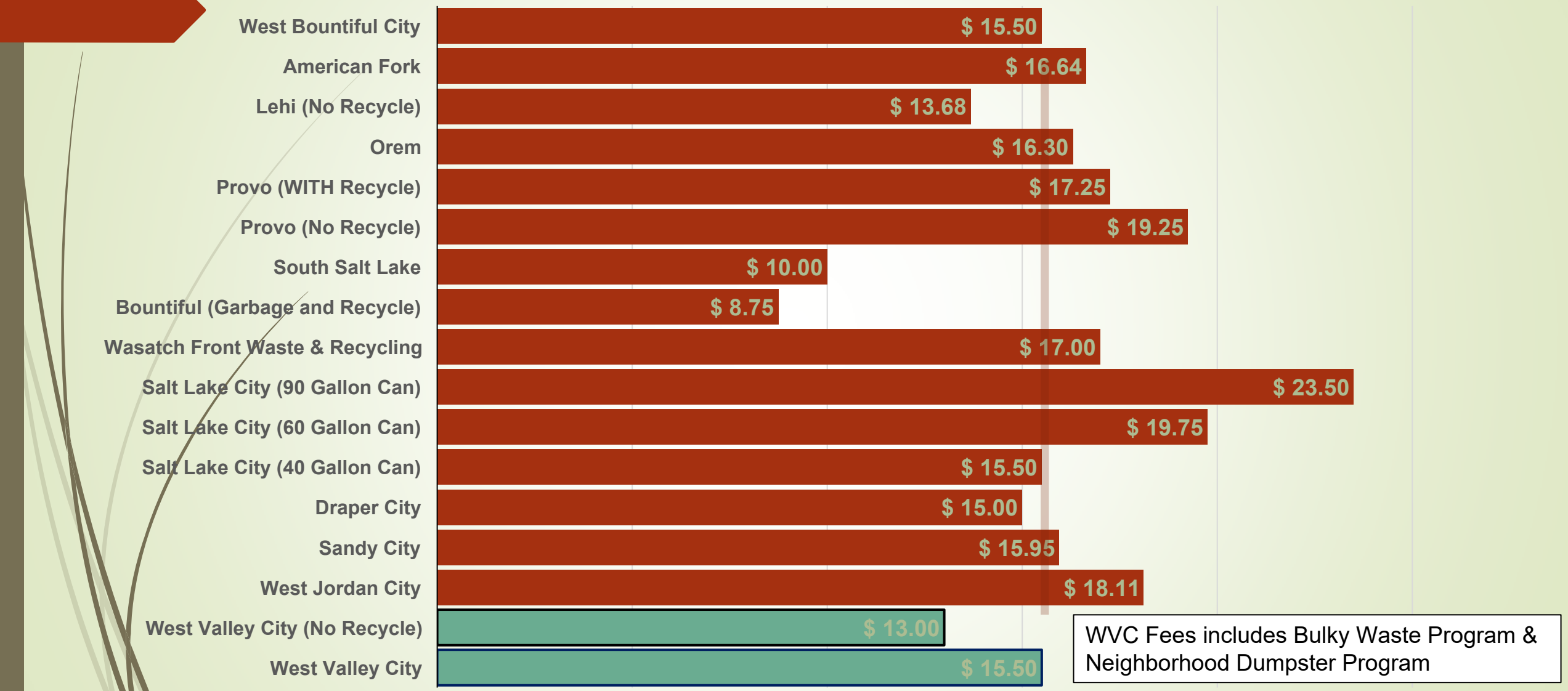


- Monthly Residential Waste Collection Fee
  - $13.00 – **WITHOUT** Recycling
  - $15.50 – **WITH** Recycling
  - $9.00 – Each Additional Garbage Can
  - $3.00 – Each Additional Recycle Can

Solid Waste Collection Monthly Fees Over Time



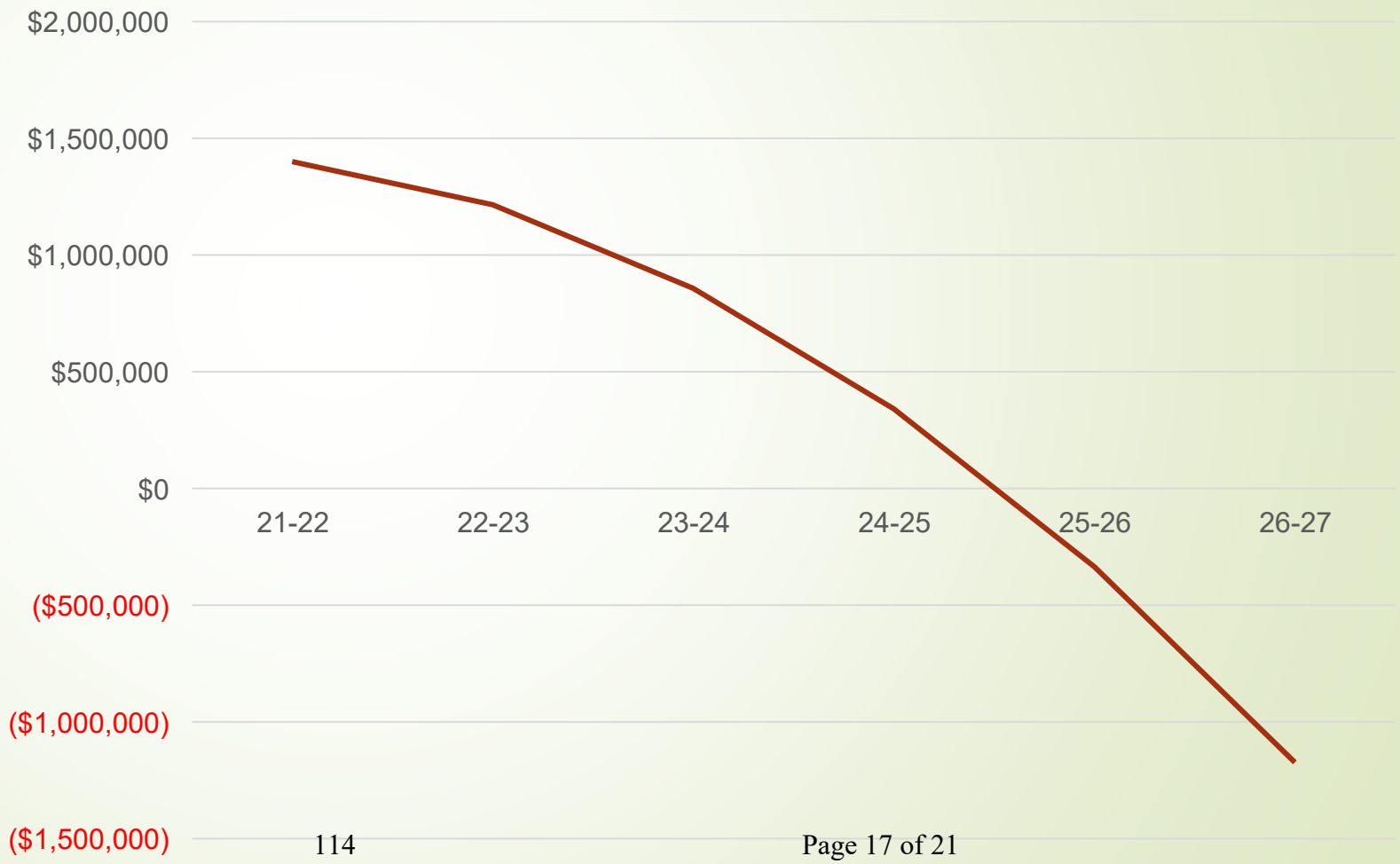
Monthly Collection Fee Comparison



WVC Fees includes Bulky Waste Program & Neighborhood Dumpster Program

Sanitation Fund Status and Projection

- Healthy reserve fund
- Annual expenditures exceed annual revenue
- **No needed action now**
- Future fee increase or service reduction will be necessary



Increasing Costs

- Landfill Contractual Increases:
  - July 2022 + $1/ton ($50k)
  - July 2023 + $0.25/ton ($13k)
  - July 2024 + ???



Ace Proposed Contract Amendment

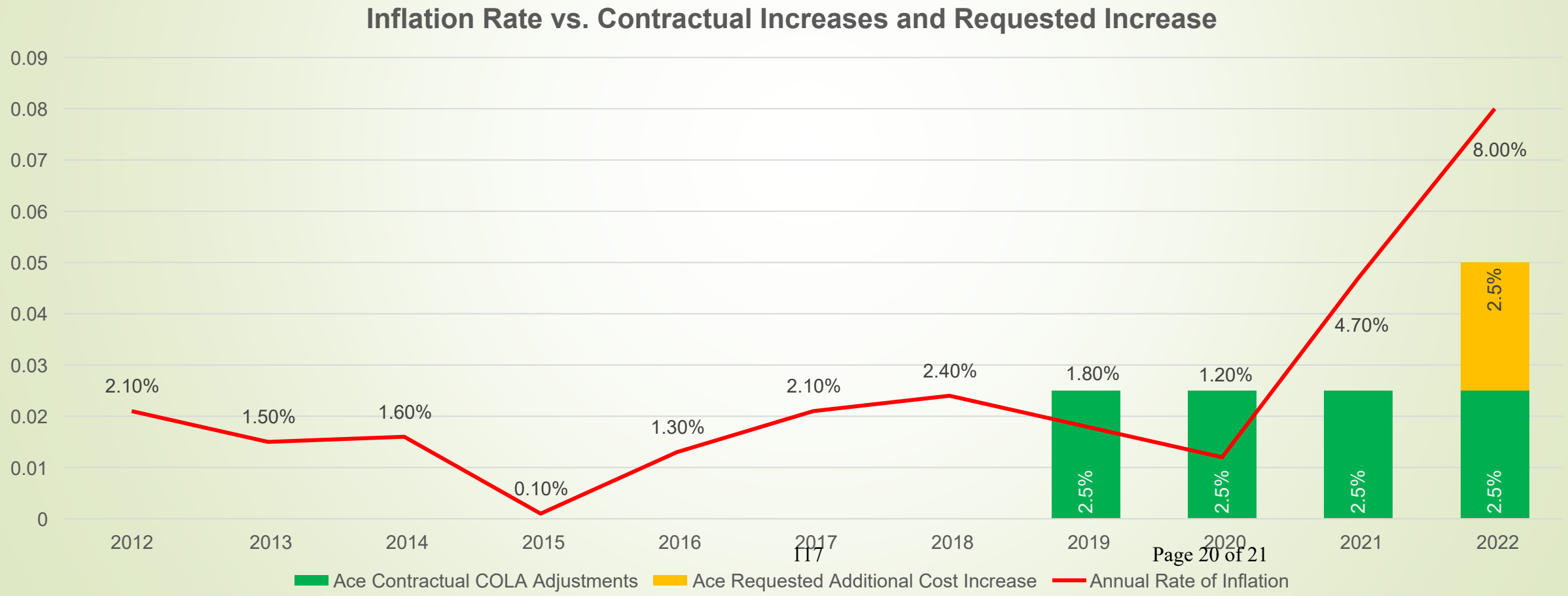
Resolution 22-103

Additional 2.5%

Approximately an additional $76,000



Increasing Costs





Ace’s Electric Garbage Truck

OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked "Yes" and enter the total on the "Total Points Earned" line.
- Based on the points earned, circle/highlight the risk level on the "Risk Level" line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	Yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	No	0
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?	MC	20
9. Does the entity have a formal audit committee?	Yes	20

*Entity Name: West Valley City

*Completed for Fiscal Year Ending: June 30, 2022 *Completion Date: June 13, 2022

*CAO Name: Wayne Pyle, City Manager *CFO Name: James Welch, Finance Director

*CAO Signature: *CFO Signature:

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	✓			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?		✓	✓	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	✓			
4. Are all the people who have access to blank checks different from those who are authorized signers?	✓			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	✓			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	✓			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	✓			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	✓			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	✓			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	✓			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	✓			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered "Yes." 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

June 15, 2022

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

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

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

June 2022

June 22, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
June 23 – July 16	In the Heights; West Valley Performing Arts Center, 3333 Decker Lake Drive
June 23, 2022 *Thursday*	Chris Stapleton, 7 PM; USANA, 5150 Upper Ridge Road
June 24, 2022 *Friday*	Movie in the Park; Centennial Park, 5405 W 3100 S
June 27, 2022 *Monday*	Utah Symphony, 8:30 PM UCCC, Amphitheatre 1355 W 3100 S
June 28, 2022 *Tuesday*	Primary Election; West Valley City Hall Lobby
June 28, 2022 *Tuesday*	Santana + Earth, Wind & Fire, 7 PM; USANA, 5150 Upper Ridge Road
June 29, 2022	Hump Day Buffet; Fairbourne Station, 3590 S Market

Wednesday	Street

July 2022

July 4, 2022 *Monday*	Independence Day – City Offices Closed
July 4, 2022 *Monday*	Independence Day Pancake Breakfast, 9 AM; Trail head Park Pavilion, 1000 W. 2320 S.
July 6, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Steet
July 7 – Oct. 13 *Thursday*	West Valley City Farmers Market, Every Thursday from 5-9 PM; Centennial Park, 5405 W 3100 S
July 8, 2022 *Friday*	Skate Jam; WVC Skate Park, 3189 S 5600 W
July 8, 2022 *Friday*	Movie in the Park; Centennial Park, 5405 W 3100 S
July 9, 2022 *Saturday*	103.5 The Arrow Presents REO Speedwagon and Styx with Loverboy, 6:45 PM; USANA, 5150 Upper Ridge Road
July 10, 2022 *Sunday*	Brit Floyd, 8 PM; Maverik Center, 3200 S Decker Lake Dr
July 11, 2022 *Monday*	Chill with the Chief, 6 PM; Centennial Park East Pavillion, 5405 W 3100 S
July 11, 2022 *Monday*	The Black Keys, 7 PM; USANA, 5150 Upper Ridge Road
July 13, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Steet
July 15, 2022 *Friday*	The Four Tops & The Temptations; 7 PM; Maverik Center, 3200 S. Decker Lake Dr.
July 15, 2022 *Friday*	Cardboard Boat Race; WVCFFC, 5415 W 3100 S

July 16, 202 *Saturday*	Maverick City Music and Kirk Franklin, 6:45 PM; USANA, 5150 Upper Ridge Road
July 18, 2022 *Monday*	West Valley Symphony of Utah, 8 PM; UCCC Amphitheatre, 1355 W 3100 S
July 20, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Steet
July 20, 2022 *Wednesday*	The Lumineers, 7 PM; Maverik Center, 3200 W Decker Lake Dr
July 22, 2022 *Friday*	Movie in the Park; Centennial Park, 5415 W 3100 S
July 23, 2022 *Saturday*	Jason Aldean, 7:30 PM; USANA, 5150 Upper Ridge Road
July 25, 2022 *Monday*	Pioneer Day Holiday – City Offices Closed
July 26 – Sept 30	What's on Your Plate? UCCC – Plaza Level Gallery, 1355 W 3100 S
July 26, 2022 *Tuesday*	Goo Goo Dolls, 7 PM; USANA, 5150 Upper Ridge Road
July 27, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Steet
July 28, 2022 *Thursday*	U.S. Classic Gymnastics Hopes Championship, 6:40 PM; Maverik Center, 3200 W Decker Lake Dr
July 28, 2022 *Thursday*	Kenny Chesney, 7:30 PM; USANA, 5150 Upper Ridge Road
July 29, 2022 *Friday*	U.S. Classic Gymnastics Junior Women, 6:50 PM; Maverik Center, 3200 W Decker Lake Dr
July 30, 2022 *Saturday*	U.S. Classic Gymnastics Senior Women, 4:55 PM; Maverik Center, 3200 W Decker Lake Dr

July 31, 2022 *Sunday*	U.S. Gymnastics Junior and Senior Men, 12 PM; Maverik Center, 3200 W Decker Lake Dr

August 2022

August 2, 2022 *Tuesday*	Honorary Colonels Golf Tournament; Stonebridge, 4415 Links Dr
August 3, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
August 4, 2022 *Thursday*	Backstreet Boys, 7:30 PM; USANA, 5150 Upper Ridge Road
August 5, 2022 *Friday*	The Chicks, 7:30 PM; USANA, 5150 Upper Ridge Road
August 5, 2022 *Friday*	Lynyrd Skynyrd, 7:30 PM; Maverik Center, 3200 S Decker Lake Dr
August 5, 2022 *Friday*	Movie in the Park; Centennial Park, 5405 W 3100 S
August 6, 2022 *Saturday*	Machine Gun Kelly, 7:30 PM; USANA, 5150 Upper Ridge Road
August 10, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
August 10, 2022 *Wednesday*	Rob Zombie, 6 PM; USANA, 5150 Upper Ridge Road
August 11, 2022 *Thursday*	Thomas Rhett, 7:30 PM; USANA, 5150 Upper Ridge Road
August 12, 2022 *Friday*	Lost 80's Live, 6PM; Maverik Center, 3200 S Decker Lake Dr
August 13, 2022 *Saturday*	OneRepublic, 7 PM; USANA, 5150 Upper Ridge Road

August 13, 2022 *Saturday*	Wasatch International Food Festival; UCCC, 1355 W 3100 S
August 17, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
August 18, 2022 *Thursday*	Big Time Rush, 8 PM; USANA, 5150 Upper Ridge Road
August 19, 2022 *Friday*	The Australian Pink Floyd Show, 7 PM; USANA, 5150 Upper Ridge Road
August 24, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
August 24, 2022 *Wednesday*	Incubus, 7 PM; USANA, 5150 Upper Ridge Road
August 27, 2022 *Saturday*	Los Angeles Azules, 8 PM; Maverik Center, 3200 S Decker Lake Dr
August 29, 2022 *Monday*	Alice in Chains & Breaking Benjamin, 5:30 PM; USANA, 5150 Upper Ridge Road
August 30, 2022 *Tuesday*	Sammy Hagar, 7:30 PM; USANA, 5150 Upper Ridge Road
August 31, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street

September 2022

September 1, 2022 *Thursday*	Travis Trill & Randy Houser; Maverik Center, 3200 S Decker Lake Dr
September 2, 2022 *Friday*	Jack Johnson, 7:15 PM; USANA, 5150 Upper Ridge Road
September 2, 2022 *Friday*	Los Tigres DelNorte, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 5, 2022	Labor Day – City Offices Closed

Monday

Sept 6 – Oct 19, 2022	AAUW Utah Women's Artists; UCCC – Celebration Gallery , 1355 W 3100 S (Opening Reception Sept 6, 6-8 PM)
September 6, 2022 *Tuesday*	Ben Platt, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 7, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
September 8, 2022 *Thursday*	ARTragous Concert, 8 PM; UCCC Amphitheatre, 1355 W 3100 S
Sept. 8 – Oct. 1	Little Shop of Horrors; West Valley Performing Arts Center, 3333 Decker Lake Drive
September 9, 2022 *Friday*	Korn & Evanescence; USANA, 5150 Upper Ridge Road
September 10, 2022 *Saturday*	Morgan Wallen, 7 PM; USANA, 5150 Upper Ridge Road
September 14, 2022 *Wednesday*	Hump Day Buffet; Fairbourne Station, 3590 S Market Street
September 15, 2022 *Thursday*	Keith Urban, 7 PM; USANA, 5150 Upper Ridge Road
September 17, 2022 *Saturday*	Triathlon/Biathlon/Centennial Fitness Challenge; Centennial Park, 5405 W 3100 S
September 19, 2022 *Monday*	Iron Maiden, 7:30 PM; USANA, 5150 Upper Ridge Road
September 20, 2022 *Tuesday*	Odesza, 6:30 PM; USANA, 5150 Upper Ridge Road
September 27, 2022 *Tuesday*	Jack Harlow, 7 PM; Maverik Center, 3200 S Decker Lake Dr

October 2022

October 7, 2022 *Friday*	FFC Member VIP Night; WVCFFC, 5415 W 3100 S
October 7, 2022 *Friday*	Pepe Aguilar Presenta Jaripeo Sin Fronteras, 8 PM; Maverik Center, 3200 South Decker Lake Drive
October 13, 2022 *Thursday*	Rufus Du Sol, 8PM; Maverik Center, 3200 S. Decker Lake Dr
October 22, 2022 *Saturday*	Halloween Safety Fair, WVCFFC, 5415 W 3100 S
Oct 24 – Nov 3, 2022	Day of the Dead Exhibits; UCCC, 1355 W 3100 S
October 28, 2022 *Friday*	Pumpkin Painting Event (FFC Member Event); WVCFFC, 5415 W 3100 S
October 28, 2022 *Friday*	Day of the Dead; UCCC, 1355 W 3100 S
October 28 & 29, 2022 *Friday & Saturday*	Nightmare Alley, WVCFFC, 5415 W 3100 S
October 29, 2022 *Saturday*	Day of the Dead, Noon to 6 PM; UCCC, 1355 W 3100 S

November 2022

November 3, 2022 *Thursday*	Jake Owen, 7 PM; Maverik Center, 3200 S Decker Lake Dr
Nov 10 – Dec 31, 2022	Sense of Place; UCCC, 1355 W 3100 S (Opening Reception Nov 10, 6-8 PM)
November 10, 2022 *Thursday*	Alan Parsons Live Project, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
November 11, 2022 *Friday*	Veteran's Day – City Offices Closed

November 11, 2022 *Friday*	Veterans Day Program; UCCC & Veterans Memorial Plaza, 1355 W 3100 S
November 12, 2022 *Saturday*	Rumours of Fleetwood Mac, 8 PM; Maverik Center, 3200 S Decker Lake Drive
Nov 21 – Dec 31	Trees of Diversity and Winter Scenes/Holiday Dreams; UCCC, 1355 W 3100 S
November 23, 2022 *Wednesday*	Ugly Sweater 5K Fun Run; Centennial Park, 5405 W 3100 S
November 24, 2022 *Thursday*	Thanksgiving – City Offices Closed

December 2022

December 5, 2022 *Monday*	Christmas Tree Lighting & Walk with Santa; Centennial Park & WVCFFC
December 5, 2022 *Monday*	Winter Concert, 8 PM; UCCC – Great Hall, 1355 W 3100 S
December 10, 2022 *Saturday*	Breakfast with Santa; WVCFFC, 5415 W 3100 S
December 12, 2022 *Monday*	Winter Concert, 8 PM; UCCC – Great Hall, 1355 W 3100 S
December 19, 2022 *Monday*	Winter Concert, 8 PM; UCCC – Great Hall, 1355 W 3100 S
December 25, 2022 *Sunday*	Christmas Day – City Offices Closed
December 26, 2022 *Monday*	Christmas Holiday – City Offices Closed

A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, June 28, 2022, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

SCOTT HARMON, CHAIR
TOM HUYNH, VICE CHAIR

A G E N D A

1. Call to Order- Chair Scott Harmon

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. June 7, 2022

5. Resolutions:

   A. 22-04: Approve an Incentive Agreement with Godfrey West Investors, LLC

- 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.

6. Adjourn

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – JUNE 7, 2022
-1-

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 7, 2022, AT 6:45 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY VICE CHAIRMAN TOM HUYNH.

THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harmon, Chair *(electronically)*
Jake Fitisemanu
William Whetstone
Tom Huynh
Karen Lang
Don Christensen *(electronically)*
Lars Nordfelt

STAFF PRESENT:

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 *(electronically)*
Sam Johnson, Strategic Communications Director *(electronically)*
Ken Cushing, IT

Chairman Harmon asked that Vice Chairman Huynh conduct the meeting since he was participating electronically.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 3, 2022
The Board considered Minutes of the Regular Meeting held May 3, 2022. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Regular Meeting held May 3, 2022. Mr. Fitisemanu seconded the motion.

DRAFT

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

PUBLIC HEARINGS

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

Wayne Pyle informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 7, 2022, in order for the Authority 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 Redevelopment Agency holds, as needed on a quarterly basis, public hearings to amend the annual budget.
>
> 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.

Vice Chairman Huynh opened the Public Hearing. There being no one to speak in favor or opposition, Vice Chairman Huynh closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 22-02, AMEND THE BUDGET OF WEST VALLEY CITY REDEVELOPMENT AGENCY 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 Redevelopment Agency previously held a public hearing regarding proposed Resolution 22-02 that would amend the budget of West Valley City Redevelopment Agency 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 Vice Chairman Huynh there were no further questions from members of the Authority, and he called for a motion.

Mr. Fitisemanu moved to approve Resolution 22-02.

Ms. Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Harmon	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING THE FY 2022-2022 BUDGET**

Wayne Pyle informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 7, 2022, in order for the Board to hear and consider public comments regarding the FY 2022-2023 Budget.

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

> This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2022-2023 fiscal year after receiving public comment at a hearing on June 7, 2022.
>
> The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2022-2023.

Vice Chairman Huynh opened the Public Hearing. There being no one to speak in favor or opposition, Vice Chairman Huynh closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 22-03, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2022

The Redevelopment Agency previously held a public hearing regarding proposed Resolution 22-03 that would adopt the annual budget of the West Valley City

Redevelopment Agency for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Upon inquiry by Vice Chairman Huynh there were no further questions from members of the Authority, and he called for a motion.

Mr. Nordfelt moved to approve Resolution 22-03.

Ms. Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Harmon	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Ms. Lang, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 7, 2022, WAS ADJOURNED AT 6:50 PM. BY VICE CHAIRMAN HUYNH.

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

_____
Nichole Camac
Secretary

Item: Godfrey West Investors, LLC
Fiscal Impact: $700,000
Funding Source: RDA (NW EDA)
Account #: _____
Budget Opening Required:

ISSUE:

A resolution authorizing approval of an incentive agreement between the Redevelopment Agency (RDA) and Godfrey West Investors, LLC (GWI) that will assist in offsetting a portion of costs associated with remediating site issues and installing proper infrastructure in the Northwest EDA.

SYNOPSIS:

Godfrey West Investors, LLC (GWI), a partnership between Scott Godfrey of Godfrey Trucking and Sansone Development, would like to develop a new industrial park to meet the high demand for fulfillment. The area of interest is a 38.7-acre property within the Northwest Economic Development Area located at 6941 S. 2100 S.

The TIF incentive will help offset the high costs of remediating compatible soils, constructing offsite water lines, and making substantial upgrades to the entire power grid as Rocky Mountain Power requires.

BACKGROUND:

The development will include two sizable industrial buildings with a total square footage of 603,175. Building 1 is 314,175 SF. Building 2 will be 289,000 SF. The capital investment of the core and shell alone totals $36,469,000. Additional tenant improvements for new tenants down the road will amount to an additional investment of $15-20M.

The amount of TIF generated by this project is $3,532,033. The incentive is subject to GWI meeting the performance terms of the agreement and totals $700,000, which is 20% of the total TIF generated by the project.

RECOMMENDATION:

RDA staff recommends the approval the resolution.

SUBMITTED BY:

Jeff Jackson, Economic Development Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INCENTIVE AGREEMENT WITH GODFREY WEST INVESTORS, LLC.

WHEREAS, the Agency has created the Northwest Economic Development Area to enhance opportunities for redevelopment and economic growth; and

WHEREAS, Godfrey West Investors, LLC ("Developer") proposes to construct a new industrial park within the Project Area; and

WHEREAS, the Agency desires to offer Developer an opportunity to earn a tax increment incentive, subject to Developer meeting certain performance requirements; and

WHEREAS, the Agency and Developer have prepared an Incentive Agreement (the "Agreement") setting forth the terms on which incentive payments can be earned; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City finds that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and on behalf of the Agency, subject to approval of the final form of the Agreement by the City Attorney's Office.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

INCENTIVE AGREEMENT

by and among
the Redevelopment Agency of West Valley City,
a public entity,

and

Godfrey West Investors, LLC,
a Delaware limited liability company.

Northwest Economic Development Area

Dated as of _____, _____

INCENTIVE AGREEMENT

NORTHWEST ECONOMIC DEVELOPMENT AREA
WEST VALLEY CITY, UTAH

THIS AGREEMENT (hereinafter, this "**Agreement**") is entered into as of the _____ day of _____, _____, among the REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and governmental entity organized under the Utah Redevelopment Agencies Act, Utah Code Ann. §17B-4-101, et seq. (repealed), and exercising its functions and powers under the Community Reinvestment Agencies Act, Utah Code Ann. §17C-1-101, et. seq. (hereinafter, the "**Act**") or any replacement act, including any successor public agency designated by or pursuant to applicable law (hereinafter, the "**Agency**"), and Godfrey West Investors, LLC, a Delaware limited liability company (hereinafter, the "**Developer**"). The Agency and Developer are referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of the Act, the Agency has undertaken a program for the development of certain areas in Salt Lake County, Utah (hereinafter, the "**County**") within the boundaries of West Valley City (hereinafter, the "**City**"), and for the redevelopment of properties and the creation or retention of jobs within the State of Utah (hereinafter, the "**State**"), and in this connection has established a neighborhood development project area (hereinafter, the "**Project Area**") known as the "Northwest Economic Development Area" located in the City's boundaries; and

WHEREAS, the Agency has prepared the Northwest Economic Development Area Project Area Plan (hereinafter, the "**Project Area Plan**") providing for the development of the real property located in the Project Area and the future uses of such land, which Project Area Plan has been filed in the office of both the Recorder of the City and the Agency, and has been transmitted to the offices and agencies specified in the Act; and

WHEREAS, to enable the Agency to achieve the objectives of the Project Area Plan, the Agency desires to enter into this Agreement; and

WHEREAS, Developer desires to make improvements to certain property located in the County and described on the attached Exhibit A (the "**Site**"); and

WHEREAS, the Agency believes that the development of the Site pursuant to this Agreement is in the vital and best interest of the Agency and the health, safety and welfare of the City and its residents, and in accord with the public purposes and provisions of the applicable State laws and requirements under which the Project Area Plan and its development are undertaken and are being assisted by the Agency; and

WHEREAS, the Agency on the basis of the foregoing, is willing to assist in the development of the Site for the purpose of accomplishing its development in accordance with the provisions of the Project Area Plan and this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. **"Base Value"** means the tax increment attributable to the Site for tax year 2021.

1.2. **"Improvements"** means any improvements and alterations constructed by Developer on the Site as set forth and further described herein, including, but not limited to, personal property and tenant improvements.

1.3. **"Payment Period"** means January 1, 2023 through December 31, 2027, inclusive.

1.4. **"Property Tax"** shall have the meaning set forth in the Act.

1.5. **"Received Tax Increment"** means the Tax Increment from the Site, if any, actually received by the Agency for the calendar year concerned, less the Base Value.

1.6. **"Tax Increment"** shall have the meaning set forth in the Act.

1.7. **"Tax Increment Subsidy"** means a maximum of $140,000 in each year from 2023 to 2027, inclusive, up to a total maximum aggregate amount of $350,000. The maximum aggregate amount of $350,000 shall be increased by $350,000 to $700,000 if Developer meets the requirements set forth in subsection 2.1(c) below. This increase shall not extend the Payment Period, shall not amend the formula for determining the Tax Increment Subsidy, and shall not be applicable to Tax Increment Subsidy payments made prior to the satisfaction of the requirements of subsection 2.1(c).

2. Conditions Precedent.

2.1. **Conditions Precedent Described.** The following are conditions precedent (the **"Conditions Precedent"**) to the Agency's obligation to pay the Tax Increment Subsidy to Developer as provided herein:

(a) Developer shall pay all Property Tax owed to the County or the State with respect to the Site or the Improvements.
(b) Developer shall obtain a certificate of occupancy for a building matching the dimensions of "Proposed Building A" in Exhibit B.
(c) To obtain the increase described in subsection 1.7 above, Developer shall obtain a certificate of occupancy for a building matching the dimensions of "Proposed Building B" in Exhibit B.

2.2. **Effect of Satisfaction or Non-Satisfaction**. Developer shall be entitled to commence receiving the Tax Increment Subsidy with respect to the later of (a) the entire calendar year by which the Conditions Precedent have been satisfied, and (b) the first calendar year of the Payment Period, and shall be entitled to continue receiving the Tax Increment Subsidy with respect to each calendar year thereafter during the Payment Period. For example, if Developer installs Improvements on the Site and pays taxes thereon in 2022 which generate Received Tax Increment, Developer would receive a Tax Increment Subsidy in 2023 following the Agency's receipt of Received Tax Increment attributable to tax year 2022.

3. Agency Obligations.

3.1. **Payment of Tax Increment Subsidy to Developer.** Subject only to the satisfaction of the Conditions Precedent, the Agency shall pay to Developer the Tax Increment Subsidy in a timely manner in accordance with this Agreement and applicable law.

3.2. **Limitation on Payments.**

(a) Developer shall be paid the Tax Increment Subsidy only from Received Tax Increment legally available to the Agency for payment to Developer for each calendar year during the Payment Period (subject to the prior satisfaction of the Conditions Precedent), and the Agency shall have no obligation to pay to Developer the Tax Increment Subsidy from monies that the Agency has or might hereafter receive from areas other than the Site or sources other than the Received Tax Increment for each calendar year during the Payment Period. If, for any reason, the Received Tax Increment for any calendar year during the Payment Period is reduced, curtailed or limited in any way as a result of any cause outside the control of the Agency, including, without limitation, any enactment, initiative, referendum or judicial decree outside the control of the Agency, the Agency shall have no obligation to pay the Tax Increment Subsidy to Developer from sources or monies that the Agency has or might receive other than such Received Tax Increment, and the Agency's obligation to pay the Tax Increment Subsidy to Developer shall likewise be reduced, curtailed or limited to the amount of the Received Tax Increment.

(b) If the Conditions Precedent have not been met on or before the end of any calendar year during the Payment Period, and, as a result, Developer is not entitled to receive the Tax Increment Subsidy for such calendar year, the Tax Increment Subsidy for such calendar year shall be retained by the Agency and shall be permanently and irretrievably lost by Developer for such calendar year; provided, however, that this shall not limit, disqualify, or otherwise affect Developer's eligibility for the Tax Increment Subsidy in future calendar years during the Payment Period.

3.3. **Payment and Pledge of Tax Increment Subsidy.**

(a) The Received Tax Increment will be derived from the Property Tax paid to the County Treasurer. The Agency shall pay the Tax Increment Subsidy to Developer within thirty days after receipt of a final audited statement from the County Auditor and receipt of a final payment of Tax Increment from the County Treasurer.

(b) The Agency hereby pledges to Developer the Tax Increment Subsidy, which pledge serves as the sole security for the payment by the Agency to Developer of the Tax Increment Subsidy. Developer shall have no recourse whatever to the Agency, the City or any other person for payment of the Tax Increment Subsidy other than such pledge, and Developer assumes the risk that no Tax Increment will be generated or, even if generated, that such Tax Increment will not be paid to the Agency. Notwithstanding the foregoing, the Agency represents and warrants to Developer that the Project Area and Project Area Plan were properly adopted by the Agency.

(c) No interest shall be paid by the Agency on the Tax Increment Subsidy.

(d) The Agency makes no representation to Developer or to any other person that the Received Tax Increment or the Tax Increment Subsidy will be in any particular amount, or in the amount Developer may be expecting to receive.

(e) Developer understands and agrees that:

(i) the Agency is not a taxing entity under Utah law;

(ii) the Agency has no power to levy a property tax on real or personal property located within the Site;

(iii) the Agency has no power to set a mill levy or rate of tax levy on real or personal property; and

(iv) the Agency is entitled to receive and use Tax Increment only for the period established by law pursuant to the provisions of the Act.

(f) Developer assumes the risk that changes or amendments will be made by the Utah State Legislature to the provisions of the Act that would affect or impair: (i) the Agency's right to receive the Tax Increment and to pay the Tax Increment Subsidy in accordance with this Agreement; (ii) the length of time the Tax Increment can be received by the Agency; and (iii) the percentage or the amount of Property Tax received or anticipated to be received by the Agency based upon the current statutes. From time to time the Utah State Legislature considers proposals that reduce Property Tax, which, if enacted, could materially reduce the amount of the Tax Increment generated and paid to the Agency, which in turn would reduce the Tax Increment Subsidy. Developer also assumes the risk that the County may not pay Tax Increment to the Agency for any reason or for no reason.

(g) Notwithstanding any other provision of this Agreement, Agency shall not pay more than the maximum aggregate amount set forth in subsection 1.7 above during the Payment Period to Developer pursuant to this Agreement.

3.4. **Representations and Warranties.** The Agency makes the following representations and warranties for the benefit of Developer and Developer's successors and assigns:

(a) All necessary approvals, authorizations and consents have been obtained in connection with the execution by the Agency of this Agreement, and with the performance by the Agency of the Agency's obligations under this Agreement. The execution of this Agreement by the Agency and the performance by the Agency of the Agency's obligations under this Agreement do not require the consent of any third party that has not been obtained.

(b) The Agency is a public entity, duly organized, validly existing and in good standing under the laws of the State and has been duly and validly authorized to enter into this Agreement. The person or persons executing and delivering this Agreement on behalf of the Agency have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement. All requisite action has been taken to make this Agreement valid and binding on the Agency.

4. Developer Obligations.

4.1. **Restriction Against Parcel Splitting.** During the Payment Period, neither Developer nor any successor in interest shall, without the prior written approval of the City and the Agency, such approval shall not be unreasonably withheld, conditioned or delayed: (a) convey all or a portion of the Site or any real property acquired by Developer within the Project Area in such a way that such conveyed parcel of real property would extend outside the Project Area; or (b) construct or allow to be constructed any building or structure on the Site or on any portion of the Project Area owned by Developer in such a way that such building or structure would extend outside the Project Area. The purpose and intent of the foregoing prohibition is to avoid the "splitting" or "joining" of any parcels of real property within the Project Area with one or more parcels outside the Project Area or the construction of buildings in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area, or the buildings or structures included within the Project Area, and would be required to "apportion" tax increment monies between a parcel of real property or a building or structure located in part within and in part without the Project Area.

4.2. **De-annexation.** Developer agrees that it will not cooperate with any person, group or municipality in any effort to remove, de-annex or disincorporate all or any portion of the Site from the municipal boundaries of the City during the Payment Period. Developer further agrees that it will use its best, commercially reasonable efforts to resist any efforts to remove, de-annex or disincorporate the Site in whole or in part from the City by any existing or future municipality or county during the Payment Period. If the Site is de-annexed or disincorporated in whole or in part from the City by any existing or future local municipality or county during the Payment

Period, the Agency's right to receive Tax Increment from the Site may cease, notwithstanding the provisions of this Agreement. If all right of the Agency to receive all Tax Increment from the Site ceases permanently as a result of such de-annexation or disincorporation, this Agreement shall automatically and immediately terminate, and the Agency's obligation to pay the Tax Increment Subsidy to Developer shall automatically and immediately cease and terminate as of the date of de-annexation or disincorporation of all or any portion of the Site, without liability of the Agency or the City and without claim by Developer for further payment of the Tax Increment Subsidy. This provision shall not be applied retroactively to Tax Increment Subsidy already paid.

4.3. **No Discrimination.** Developer shall not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any Improvements, including, without limitation, discrimination with respect to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees of the Site or any Improvements.

4.4. **Use of City Name.** When referring to the location of the Site (as distinguished from Developer's corporate headquarters or other facilities owned by Developer), Developer shall use West Valley City in the Site's business address.

5. Payment of Taxes and Assessments.

5.1. **Payment of Taxes.** Until the expiration of the Payment Period or the earlier termination of this Agreement, Developer shall exercise its best, reasonable efforts to pay or to cause to be paid in a timely manner all ad valorem taxes and assessments levied or imposed on the Site, or on any of the Improvements and any personal property on the Site; provided, however, that (a) subject to the provisions of Section 5.2 below, Developer shall have the right to protest or appeal the amount of assessed taxable value levied against the Site by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem assessment against the Site, the Improvements or any portion thereof in the same manner as any other taxpayer as provided by law, and (b) the failure of Developer to pay any such taxes or assessments on the Site, including but not limited to personal property and Improvements owned by Developer shall be a default by Developer under this Agreement following the expiration of the applicable notice and cure period set forth in Section 6 of this Agreement.

5.2 **Provisions Governing Protest or Appeal of Assessed Taxable Value.** Developer shall also notify the Agency within thirty (30) calendar days after Developer's filing of any protest or appeal of assessed taxable value or any other determination or assessment which could impact the taxable value of the Site and provide copies to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the date on which such protest or appeal is to be heard. If any appeal by Developer results in a decrease in taxes owing or paid, Developer's Tax Increment Subsidy shall be recalculated on the basis of the decrease and Developer shall repay the difference between any initial Tax Increment Subsidy Payment and the recalculated value to the Agency for the tax years subject to appeal within thirty days of a final decision concerning Developer's appeal. Developer's obligations pursuant to this

Subsection 5.2 include, without limitation, any and all appeals or protests made by subsidiaries, tenants, or other entities concerning the Site.

5.3. **Failure to Comply With Subsection 5.2 Above.** In the event that Developer fails to comply with the terms of Subsection 5.2 above, Developer shall repay all Tax Increment Subsidy received under the terms of this Agreement to the Agency and shall be ineligible to receive and shall forfeit any Tax Increment Subsidy to be paid to Developer in the future.

6. Default; Remedies. On the default by any Party under this Agreement, and the failure to cure such default within thirty (30) days after receipt by the defaulting Party of written notice of such default from any non-defaulting Party, or, if such default would reasonably require more than thirty (30) days to cure, the failure of such defaulting Party to commence such cure within thirty (30) days after receipt of such notice or thereafter to prosecute diligently such cure to completion, any non-defaulting Party may exercise any right or remedy at law or in equity, including, without limitation, (a) effecting the termination of this Agreement, (b) obtaining specific enforcement of this Agreement or an injunction in connection with this Agreement, or (c) receiving actual damages suffered as a result of such default.

7. Extensions by Agency. The Agency may in writing extend the time for Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of Developer's obligations, nor constitute a waiver of the Agency's rights, with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

8. Miscellaneous Provisions.

8.1. **Conflict of Interest.** No official, employee, consultant or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official, employee, consultant or agent participate in any decision relating to this Agreement that affects the personal interests of such person or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

8.2. **No Personal Liability.** No manager, member, shareholder, director, official, employee, consultant, agent or representative of any Party shall be personally liable to the other Parties or any successor in interest in the event of any default or breach by the first Party for any amount that may become due to the other Parties or their respective successor or on any obligations under the terms of this Agreement.

8.3. **Notices.** A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

(a) In the case of a notice or communication to the Agency:

Executive Director, Wayne T. Pyle
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

and

Director, Nicole Cottle
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

(b) In the case of a notice or communication to the City:

City Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

(c) In the case of a notice or communication to Developer:

Godfrey West Investors, LLC
c/o TR Godfrey West Manager LLC
2001 Ross Avenue, Suite 3400
Dallas, Texas 75201

(d) Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties.

8.4. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.

8.5. **Headings.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8.7. **Attorneys' Fees.** In the event of a default under this Agreement, the defaulting Party agrees to pay all costs incurred by any other Party in enforcing this Agreement, including reasonable attorneys' fees, whether by in-house counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

8.8. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

8.9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronic transmission of an originally executed Agreement or counterpart of this Agreement shall be the same as delivery of an original.

8.10. **Time.** Time is of the essence of this Agreement.

8.11. **Complete Agreement.** This Agreement and its exhibits contain the complete agreement of the Parties, and supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing, executed by both Parties.

8.12. **No Recording.** Except as expressly provided in this Agreement, neither this Agreement nor any notice or memorandum of this Agreement may be recorded in the official records of the County.

8.13. **Press Release.** Neither Party shall issue any press release or other similar communication (whether in written, printed or electronic form) related to the subject matter of this Agreement without the prior review, opportunity for comment, and written consent of the other Party, for each and every such proposed press release or other communication. This subsection 8.13 shall not be interpreted to apply to any communication required by law.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, on or as of the date first above written.

THE AGENCY:

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By:_____

ATTEST:

_____
Secretary

Approved as to form:

Brandon Hill
_____
Redevelopment Agency Legal Counsel



DEVELOPER:
GODFREY WEST INVESTORS, LLC

By:_____

Title: Vice President

State of Missouri)
:ss
County of St. Louis)

On this 16th day of March, 2022, personally appeared before me Nicholas Sansone, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Vice President *[title]*, of Godfrey West Investors, LLC, a Delaware limited liability company, and that the foregoing instrument was signed in behalf of said entity by authority of its members or directors or its articles of incorporation or organization, and he/she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

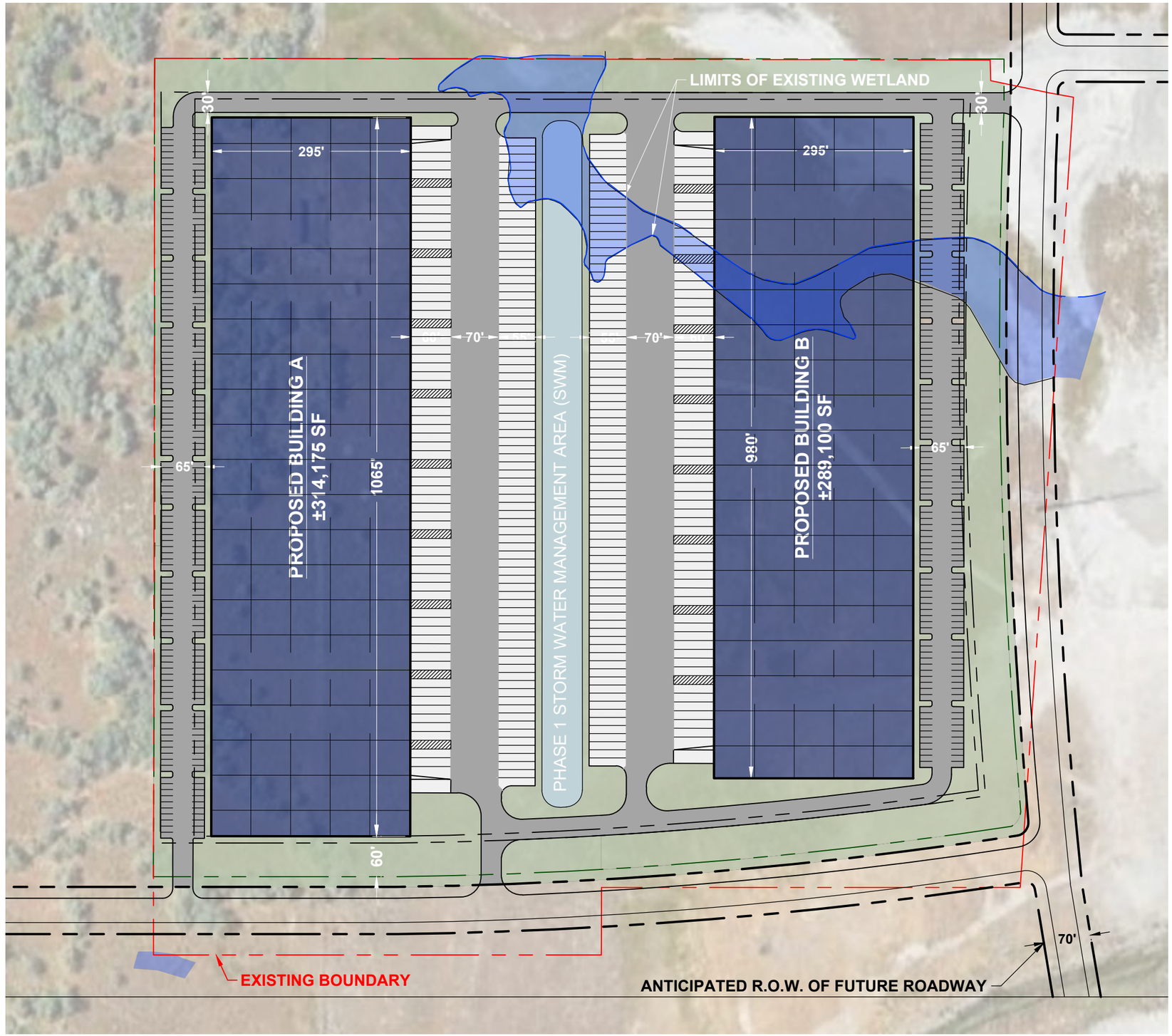
SITE DESCRIPTION

Parcel 1: [14-23-326-001]
Beginning at the Northeast corner of the Southwest quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base & Meridian, basis of bearing being South 00°13'30" East 2663.29 feet between the West quarter corner and the Southwest corner of said Section 23; thence North 89°53'00" West 663.64 feet; Thence South 00°05'00" West 722.05 feet; Thence South 89°53'00" East 663.64 feet; thence North 00°05'00" East 722.05 feet to the point of beginning.

Parcel 2: [14-23-326-002]
Beginning at point which is South 00°05'00" West 722.05 feet from the Northeast corner of the Southwest quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base & Meridian, basis of bearing being South 00°13'30" East 2663.29 feet between the West quarter corner and the Southwest corner of said Section 23; thence North 89°58'00" West 663.64 feet; Thence South00°05'00" West 605.90 feet; Thence South 89°58'45" East 633.64 feet; Thence North 00°05'00" East 604.79 feet to the point of beginning.

EXHIBIT B

SITE PLAN



PROJECT DATA	
BUILDING 'A':	314,175 SF +/-
CAR SPACES :	214 SPACES +/-
TRUCK DOCKS :	65 DOCKS +/-
TRAILER SPACES :	80 SPACES +/-
DRIVE-IN DOORS :	2 TOTAL
BUILDING AREA :	289,100 SF +/-
CAR SPACES :	200 SPACES +/-
TRUCK DOCKS :	60 DOCKS +/-
TRAILER SPACES :	78 SPACES +/-
DRIVE-IN DOORS :	2 TOTAL

SANSONE group

Proposed Development

West Valley City, UT

Conceptual Site Plan - Phase 2

SCALE : 1"=160'-0"(11x17) SP7644 12.07.2020

N

A2

ARCO MURRAY DESIGN BUILD

GMA ARCHITECTS