The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, August 16, 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. August 9, 2022

4. Review Agenda for Regular Meeting of August 16, 2022

   A. Regular Meeting Agenda

5. Public Hearings Scheduled for August 23, 2022

   A. Accept Public Input Regarding Application ZT-1-2022, Filed by West Valley City, Requesting a Zone Text Change to Update the Definition of Hospital; Prohibit Hospitals in the BRP, MXD, LI, and M Zones; Prohibit Community Uses in the Decker Lake Station Overlay Zone; Require Windows and Doors on Homes Within the RS Zone to be Energy Star Rated; and Update the List of Uses Allowed as Home Occupations

- 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.

Action: Consider Ordinance 22-32: Amend Sections 7-1-103, 7-6-210.5, 7-6-301and 7-7-115 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Hospitals, the Residential Sustainablity Zone, and Home Occupations

6. Public Hearings Scheduled For September 6, 2022

A. Accept Public Comment Regarding Application Z-10-2022, Filed by John Baird, 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 3909 South 2200 West

Action: Consider Ordinance 22-33, Amend the Zoning Map to Show a Change of Zone For Property Located at 3909 South 2200 West from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet)

Action: Consider Resolution 22-126, Authorize the City to Enter into a Development Agreement with PSB Investments, LLC For Approximately 0.52 Acres of Property Located at Approximately 3909 South 2200 West

7. Resolutions:

A. 22-127: Authorize the Execution of a Venue Use Agreement with the Salt Lake City-Utah Committee for the Games to Permit the Use of the Maverik Center as an Olympic Venue

B. 22-128: Accept a Loan from the Redevelopment Agency of West Valley City, Approve Interarea Loans, and Authorize the Execution of a Promissory Note

C. 22-129: Award a Contract to American Chiller Mechanical Service to Replace HVAC Equipment at the Utah Cultural Celebration Center

D. 22-130: Authorize the Execution of an Interlocal Cooperation Agreement With Salt Lake County for the Installation of Pedestrian Hybrid Beacon Traffic Signals

E. 22-131: Authorize the Purchase of a Street Sweeper from Intermountain Sweeper Company

F. 22-132: Approve the Purchase of Five Light Vehicles from Tony Divino Toyota

G. 22-133: Approve Purchase of 19 Light Vehicles from Ken Garff Ford

H. 22-134: Approve the Purchase of a Ford F-550 Truck from Ken Garff Ford

8. Consent Agenda Scheduled for August 23, 2022

A. Reso. 22-135: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Luis E. Perez Estrada and Angelica Marie Weseloh for Property Located at 4891 West 3100 South

B. Reso. 22-136: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Kele Griffone for Property Located at 2816 West 4100 South

C. Reso. 22-137: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From 2803 West 4100 South, LLC for Property Located at 2803 West 4100 South

9. Communications:

A. Mental Health Court and Social Worker Contract Update (15 min)

B. Council Calendar

10. New Business:

A. Potential Future Agenda Items

B. Council Reports

C. Review Agenda for Special Redevelopment Agency Meeting Scheduled August 23, 2022

A. Special RDA Meeting

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – AUGUST 9, 2022
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, AUGUST 9, 2022 AT 4:33 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 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)*

Absent:

Tom Huynh, Councilmember District 1

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 *(electronically)*
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Lehman, Acting CED Director *(electronically)*
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director *(electronically)*
John Flores, HR Director *(electronically)*
Jeff Jackson, Acting RDA Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Steve Lehman, CED *(electronically)*

APPROVAL OF MINUTES OF STUDY MEETING HELD JUNE 26, 2022

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The Council considered the Minutes of the Study Meeting held June 26, 2022. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Study Meeting held June 26, 2022. Councilmember Harmon seconded the motion.

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF AUGUST 9, 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.

RESOLUTION 22-126: AUTHORIZE THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH OTHER AGENCIES TO CREATE THE SALT LAKE VALLEY REGIONAL PUBLIC ORDER UNIT

Chief Colleen Jacobs presented proposed Resolution 22-126 that would authorize the City to Enter into a Memorandum of Understanding with Other Agencies to Create the Salt Lake Valley Regional Public Order Unit.

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

> All Parties to this MOU have a Public Protection Unit or Public Order Unit (POU) concerned with preserving the public peace, preventing crime, arresting offenders, and protecting the rights of persons and property. The Parties desire that the POUs work as a team pursuant to this MOU under appropriate circumstances for the purpose of obtaining maximum efficiency in cooperative law enforcement operations.
>
> All parties are authorized to enter into this MOU pursuant to Utah Code § 11-13-202, Agreements for Joint or Cooperative Undertaking.
>
> Local law enforcement agencies encountering recent civil unrest determined that resources were a primary concern. Established protocol for collective efforts was not in place and requests for assistance came in emergency situations and lacked proper planning and coordination. Establishment of the SLVR POU addresses these concerns and provides the ability for participating agencies to identify protocols for

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training, personnel, equipment, transportation, communication, and other resources.

Councilmember Harmon asked who the two other team leads are. Chief Jacobs replied Utah Department of Public Safety and Salt Lake City. Councilmember Whetstone asked what this unit might be used for. Chief Jacobs replied that a good example would be when the City assisted Salt Lake City with the riots in downtown Salt Lake City in 2020. She indicated that if the City were to experience a concert at the mall that got out of hand, for example, we could also ask for assistance from this unit. Mayor Lang stated that West Valley City received a lot of praise for their actions and professionalism in the 2020 Salt Lake City riots.

The City Council will consider Resolution 22-126 at the Regular Council Meeting scheduled August 16, 2022 at 6:30 P.M.

NEW BUSINESS SCHEDULED FOR AUGUST 16, 2022

A. **CONSIDER APPLICATION S-2-2022, FILED BY MIKE CHAMBERS, REQUESTING FINAL PLAT APPROVAL FOR THE KENT BOOSTER SUBDIVISION LOCATED AT 4408 SOUTH 4800 WEST**

Steve Leman, CED, presented Application S-2-2022, Filed by Mike Chambers, Requesting Final Plat Approval for the Kent Booster Subdivision Located at 4408 South 4800 West.

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

> Mike Chambers with Hansen Allen and Luce Inc., representing Granger Hunter Improvement District, is requesting final approval for the Kent Booster Subdivision. The purpose for the subdivision is to configure property lines that will be consistent with ownership of existing water tanks between Granger Hunter Improvement District and Jordan Valley Water Conservancy District.
>
> Granger-Hunter Improvement District is in the process of acquiring one of Jordan Valley Water Conservancy District's 5MG tanks and is currently soliciting bids to replace the existing booster pump station at 4404 South 4800 West.
>
> As part of the tank purchase and upcoming pump station construction, Granger Hunter is proposing to acquire from Jordan Valley Water Conservancy District, the parcel on which the tank is currently located, as well as additional property for tank piping. This acquisition requires that the existing property be subdivided.

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The proposed subdivision is gained from a single access point from 4800 West. Because Jordan Valley still has utilities on their two parcels, both Granger Hunter and Jordan Valley will enter into arrangements granting permanent access and various easements in and through the property to operate and maintain said utilities and appurtenances.

The City Council will consider Application S-2-2022 at the Regular Council Meeting scheduled August 16, 2022 at 6:30 P.M.

B. **CONSIDER APPLICATION SD-3-2022, FILED BY DAI UTAH, REQUESTING FINAL PLAT APPROVAL FOR THE DECKER LANE PARTIAL STREET DEDICATION LOCATED AT 2860 SOUTH 2050 WEST**

Steve Leman, CED, presented Application SD-3-2022, Filed by DAI Utah, Requesting Final Plat Approval for the Decker Lane Partial Street Dedication Located at 2860 South 2050 West

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

Joe Salisbury, representing DAI Utah, is requesting a partial street dedication for a portion of Decker Lane. The property to be dedicated is part of the H2O Lofts development and is located at approximately 2860 South 2050 West

The H2O development received conditional use approval from the Planning Commission in March 2022. During the City's review of the site plan, it was determined that additional right-of-way was needed on the east side of Decker Lane.

Decker Lane was dedicated in 2003 as part of the Decker Lane and Decker Lake Boulevard Extension plat. When this right-of-way was dedicated, public improvements included curb and gutter on both sides of the street and sidewalk on one side.

However, with new residential development going in east of the existing dedicated street, additional right-of-way is needed for parkstrip and sidewalk improvements. The existing curb and gutter will remain and will be modified only where new access points are proposed.

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The dedication will only affect property that is being developed as part of the H2O Lofts. The right-of-way will increase in size by 10 feet which will provide 5 feet each for the parkstrip and sidewalk.

The City Council will consider Application SD-3-2022 at the Regular Council Meeting scheduled August 16, 2022 at 6:30 P.M.

COMMUNICATIONS

A. JORDAN RIVER COMMISSION UPDATE

Simon Sorensen presented a PowerPoint presentation summarized as follows:

- Blueprint Jordan River
  - Acknowledgments
    - • Steering committee (JRC Technical Advisory Committee) and working groups
    - • 8,000 Utahns
    - • Consultants – River Restoration, Environmental Planning Group, Alta Planning and Design,
    - Grassroots Communications
    - • TLC program – WFRC, UDOT, Salt Lake County, UTA
    - • Funding Partners:
- Introduction and History
  - The Jordan River flows over 50 miles through Utah's population and economic center—the Wasatch Front. The parkway is home to many species of native wildlife including deer, beaver, fox, migratory birds and waterfowl, and various other mammals, amphibians, reptiles, and fish.Together with the Great Salt Lake and Utah Lake, the Jordan River provides critical breeding, foraging, and resting areas for migratory birds.
- The Blueprint Jordan River
  - In 2008, "Blueprint Jordan River" was released. Recognizing the hidden potential of the river despite its degradation over the last century, Envision Utah, Salt Lake County, and numerous other community leaders came together to generate a unified vision and improve coordination between the 3 counties and 15 cities that the river traversed.
- Progress Towards Blueprint Vision- 2008-2020
  - Recreation
  - Environment

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  - Safety
- Refreshing the BluePrint
  - From March through October 2020, extensive public engagement measured how Utahns' perceptions, concerns, ideas, and interests for the Jordan River Parkway have changed over the last 10+ years. Over 8,000 people contributed their thoughts and ideas to the refreshed vision for the Jordan River Parkway in focus groups, online meetings, and an online survey.
  - Phase 1: Listening
    - • 7 priority working groups review 2008 blueprint, performance, and goals
  - • Pivot to 3 day online public focus group and 2 virtual meetings
  - Phase 2: Survey
    - • Online survey to explore public priorities and preferences
    - • Available in English and Spanish
  - Phase 3: Strategizing
    - • Expert working groups and consultant team develop and refine implementation strategies
  - • Create the vision document
- Vision and Action Plan
  - The Emerald Ribbon of the Wasatch Front
    - Utahns envision a parkway that contains pleasant natural areas and a healthily functioning river that provides quality habitat for wildlife; is safe, clean, and well-maintained; and offers great recreation, leisure, and educational opportunities in natural and improved settings from lake to lake.
    - Further, they see a parkway that supports physical and mental health and that makes stewards and advocates of its visitors.
- OVERARCHING STRATEGIES
  - 1. Collaboration
  - 2. The river is a regional system
  - 3. Monitoring, reporting, & iteration
  - 4. Consider all potential funding sources
- PRACTICES FOR RIVERFRONT COMMUNITIES
  - Connecting the Blueprint and Best Practices Guide
  - Land use L
  - Environment E
  - Recreation R

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  - Stormwater S
  - Utilities U
- Goal: Protect and Preserve Natural Open Spaces
  - 1. DEVELOP ACCESS RESTRICTIONS BASED ON SITE SENSITIVITY
  - 2. CREATE AND ENFORCE DEVELOPMENT LIMITS IN NATURAL OPEN SPACES
  - 3. USE REGULATORY TOOLS TO LIMIT THE IMPACTS OF DEVELOPMENT WITHIN THE CORRIDOR
- Goal: Optimize Habitats and Natural Ecosystems
  - 1. SUPPORT DESIRABLE, NATIVE, AND BIODIVERSE ECOSYSTEMS
  - 2. DEVELOP MONITORING AND EVALUATION PLANS
  - 3. RESTORE QUALITY HABITAT FOR WILDLIFE
  - 4. DEVELOP AN EDUCATION OUTREACH PROGRAM FOR LAND MANAGERS
  - 5. PROVIDE RESOURCES TO LANDOWNERS
  - 6. DEVELOP ROBUST ADAPTIVE MANAGEMENT STRATEGIES
  - 7. ENHANCE COORDINATION BETWEEN ENTITIES ALONG THE RIVER
  - 8. TAKE ADVANTAGE OF AVAILABLE FUNDING SOURCES TO SUPPORT HABITAT AND ECOSYSTEM MANAGEMENT STRATEGIES
- Goal: Use a coordinated watershed approach to improve water quality
  - 1. BETTER UNDERSTAND THE WATER QUALITY CONDITIONS OF THE RIVER
  - 2. SUPPORT SEWER IMPROVEMENT PROGRAMS TO IMPROVE WATER QUALITY IN THE RIVER
  - 3. FOCUS ON UTAH LAKE WATER INPUTS TO THE RIVER
  - 4. INTEGRATE CREEKS AND CANALS INTO WATER MANAGEMENT PLANNING
  - 5. MANAGE AGRICULTURE AND LANDSCAPING RUNOFF
  - 6. MANAGE URBAN RUNOFF AND STORMWATER
- Goal: Manage River Flows for Natural River Function
  - 1. MAINTAIN SUITABLE WATER LEVELS TO SUPPORT AQUATIC AND RIPARIAN HABITATS
  - 2. MINIMIZE DISRUPTIVE FLOOD FLOWS AND RAPID CHANGES IN FLOW RATES OUT OF UTAH LAKE

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    - 3. IMPROVE FLOOD CONVEYANCE CAPACITY
- GOAL: ENHANCE THE HYDROLOGICAL FUNCTION OF THE RIVER
    - 1. DEVELOP BETTER UNDERSTANDING OF THE HYDROLOGICAL FUNCTIONS OF THE RIVER
    - 2. RESTORE THE RIVER'S "MEANDER CORRIDOR" OR "FLOODPLAIN CORRIDOR" WHERE POSSIBLE
    - 3. STABILIZE RIVERBANKS WHERE NEEDED
- GOAL: MAKE THE PARKWAY A WELCOMING PLACE FOR VISITORS OF ALL ABILITIES, BACKGROUNDS, AND CIRCUMSTANCES
    - 1. PROVIDE CLEAN AND FUNCTIONAL FACILITIES IN APPROPRIATE LOCATIONS THROUGHOUT THE PARKWAY
    - 2. DESIGN INFRASTRUCTURE AND FACILITIES FOR VISITORS OF ALL ABILITIES
    - 3. FOSTER AN INCLUSIVE CULTURE WITHIN THE JORDAN RIVER PARKWAY
- GOAL: PROVIDE CONSISTENT AND COMPREHENSIVE MAINTENANCE, TRASH REMOVAL, AND CLEANING
    - 1. REMOVE TRASH, DOG WASTE, AND OTHER DEBRIS FROM THE PARKWAY
    - 2. CLEAN AND MAINTAIN PUBLIC FACILITIES
- GOAL: MITIGATE HOMELESSNESS IN THE WASATCH FRONT
    - Strategies:
        - • Support mitigation efforts
        - • Connect people with resources
        - • Stewardship by people experiencing homelessness and service providers
- GOAL: ENHANCE OPPORTUNITIES FOR RECREATIONAL USES AND ACTIVE TRANSPORTATION THROUGHOUT THE PARKWAY
    - 1. DEFINE AND IMPLEMENT CONSISTENT TRAIL AND PATHWAY STANDARDS THAT EMPHASIZE SAFETY AND COMFORT
    - 2. ADOPT AND IMPLEMENT A CONSISTENT MAINTENANCE SCHEDULE FOR THE JORDAN RIVER TRAIL THAT PROTECTS TRAIL INVESTMENT AND EXTENDS ITS LONGEVITY

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    - 3. PROVIDE ADEQUATE RECREATIONAL AMENITIES IN A VARIETY OF SETTINGS, INCLUDING BOTH PASSIVE AND ACTIVE RECREATIONAL USES
    - 4. COORDINATE EVENTS AND PROGRAMS TO HIGHLIGHT AND ENCOURAGE RECREATION
    - AND STEWARDSHIP
    - 5. DEVELOP A WATER TRAIL SYSTEM DESIGNED TO SERVE SMALL NON-MOTORIZED WATERCRAFT, SUCH AS CANOES, KAYAKS, STAND-UP PADDLEBOARDS (SUPS), AND ROWING SCULLS
- GOAL: IMPROVE SAFETY AND SECURITY WHILE FOSTERING A COMFORTABLE ENVIRONMENT FOR RECREATION AND LEISURE
    - Strategies:
        - • Coordinate for the appropriate agency or
        - organization to respond to issues
        - • Bicycle or foot patrols
        - • Community engagement
        - • Volunteer rangers
        - • Safety audit
        - • Share crime and safety data
        - • Wayfinding and north-south mile markers
- GOAL: ADD BALANCED LIGHTING SOLUTIONS AND SURVEILLANCE WHERE APPROPRIATE TO IMPROVE VISIBILITY WHILE MINIMIZING IMPACTS TO WILDLIFE
- GOAL: IMPROVE SAFETY AND SECURITY WHILE FOSTERING A COMFORTABLE ENVIRONMENT FOR RECREATION AND LEISURE
    - 1. MITIGATE WILDFIRE RISK
    - 2. QUICKLY AND EFFECTIVELY RESPOND TO WILDFIRES
    - 3. SUPPORT RAPID RECOVERY FROM FIRES
- GOAL: IMPROVE ACCESS TO THE PARKWAY AND ENHANCE THE PARKWAY'S ROLE AS A REGIONAL TRANSPORTATION CORRIDOR
    - 1. INTEGRATE THE JORDAN RIVER TRAIL SYSTEM INTO THE REGIONAL ACTIVE TRANSPORTATION SYSTEM
    - 2. INCREASE TRAILHEAD VISIBILITY TO PROMOTE ACTIVE TRANSPORTATION FOR EVERYDAY ACTIVITIES

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    - 3. PROMOTE NON-AUTOMOBILE COMMUTES THROUGH THE JORDAN RIVER PARKWAY
    - 4. INTEGRATE THE TRANSIT NETWORK AND THE JORDAN RIVER TRAIL SYSTEM NETWORK TO ENHANCE TRANSIT ACCESS TO THE RIVER
    - 5. ENSURE EQUITABLE ACCESS TO TRAILS AND PATHWAYS
    - 6. DEVELOP A COMPREHENSIVE BICYCLE AND PEDESTRIAN COUNTING METHODOLOGY TO TRACK PROGRESS AND QUANTIFY BENEFITS
- GOAL: ENSURE THAT DEVELOPMENT HIGHLIGHTS THE JORDAN RIVER AND ENHANCES THE PARKWAY
    - 1. CLUSTER DEVELOPMENT IN THE PARKWAY INTO RIVER VILLAGE CENTERS TO REDUCE IMPACTS ON THE NATURAL ENVIRONMENT AND CREATE SYNERGISTIC COMMERCIAL BENEFITS
    - 2. FOSTER VILLAGE CENTER IDENTITY AND BRANDING THAT HIGHLIGHTS THE RIVER AND COMPATIBLE USES
    - 3. ORIENT WATERFRONT DEVELOPMENT TOWARDS THE RIVER
- GOAL: PROMOTE HARMONY BETWEEN INFRASTRUCTURE AND RIVER FUNCTION
    - 1. IMPROVE THE VISIBILITY AND RECOGNITION OF THE JORDAN RIVER AT TRANSPORTATION CROSSINGS
    - 2. IMPROVE THE INFRASTRUCTURE NEAR AND OVER THE RIVER TO BE MORE RIVER-FRIENDLY
- GOAL: USE COMMUNICATIONS AND MESSAGING TO IMPROVE VISITOR EXPERIENCE, WAYFINDING, POINT OF INTEREST IDENTIFICATION, AND EDUCATION
    - 1. ENCOURAGE UNIFORM SIGN DESIGN THROUGHOUT THE PARKWAY
    - 2. IMPROVE DIRECTIONAL AND WAYFINDING SIGNAGE
    - 3. MAKE WATER QUALITY DATA MORE ACCESSIBLE TO RIVER USERS
    - 4. PROVIDE REGULATORY SIGNAGE AND MESSAGING FOR SOCIAL GUIDELINES, LOCAL REGULATIONS, AND SAFETY

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  - 5. PROVIDE ADDITIONAL INTERPRETIVE SIGNAGE, FACILITIES, AND ONLINE CONTENT TO PROMOTE EDUCATION AND STEWARDSHIP
  - 6. UPDATE AND IMPROVE PUBLICLY AVAILABLE MAPS OF THE PARKWAY
- GOAL: PROVIDE EXPERIENTIAL LEARNING OPPORTUNITIES
  - 1. ENCOURAGE SCHOOLS TO TAKE ADVANTAGE OF THE JORDAN RIVER AS AN EDUCATIONAL RESOURCE
  - 2. SUPPORT AND DEVELOP PUBLIC EDUCATIONAL PROGRAMMING IN COORDINATION WITH PARTNERS
- GOAL: SUPPORT ART, PLACEMAKING, AND COMMUNITY ENGAGEMENT
  - 1. ENCOURAGE PUBLIC AND PROFESSIONAL ART THROUGHOUT THE PARKWAY TO IMPROVE STEWARDSHIP AND COMMUNITY PRIDE
  - 2. ENGAGE THE COMMUNITIES ALONG THE PARKWAY TO INFLUENCE ART, PLACEMAKING, LAND USE, AND OTHER FUTURE CHANGES IN THE PARKWAY

The Mayor and Council had no further questions or concerns.

B. PARKS MAINTENANCE UPDATE

Nancy Day, Parks and Recreation, presented a PowerPoint presentation summarized as follows:

- Overview
  - 95 Properties
    - 34 Park Properties
  - 443.28 Acres
  - 14.36 Miles of Trails
  - 14.21 Acres per FTE
  - 17 Full-time Employees
  - 18 Seasonal Positions:
    - 7 Caretakers
    - 11 Temporary Workers
  - Shared Responsibilities:
    - Snow Removal
    - Event Set-up &Support
    - Care of Equipment
- Park Worker Acreage Comparison
- Irrigation Division
  - 4 Full-time Staff

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  - Maintenance of Irrigation Systems:
  - All Properties
  - Backflow Testing
  - Spring Turn-on & Winter Blow-outs
  - Water Audits
  - Water to Evapotranspiration
- Facilities and Urban Plaza
  - 5 Full-time Staff
  - 8 Park Caretakers
  - Graffiti Removal
  - Vandalism Repair
  - Playground Inspections, Maintenance, Repair
  - Care & Maintenance of Park Amenities
    - Restrooms, Pavilions, Benches, Tables, Drinking Fountains, etc.
  - Urban Plaza
    - Operation & Maintenance of city fountains, Promenade River with Daily Water Testing
- Forestry and Trails
  - 2 Full-time Staff
  - 2 Temporary Park Workers
  - Trees: The Lungs of Our Land
    - 4931 Trees to Maintain - $3.9 million value
    - Tree Plantings - 50 to date in 2022
    - Care – pruning, pesticide applications, tree rings
    - Tree Inventory
  - Trails
    - 14.36 Miles of Trails
    - Maintenance on Mountain View Corridor, Crosstown & all Trailheads
  - Care of Unimproved Properties
- Construction Specialist
  - 1 Full-time Employee
  - Supervise Construction of New Parks
  - Work with Contractors to Complete Projects
  - Work with other Parks & Recreation Divisions to Complete Varying Projects
- Turf/Agronomy/Horticulture
  - 3 Full-time Staff
  - 8 Temporary Park Workers
  - Mowing, Trimming, Edging, Blowing

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    - Flower/Shrub Bed Planting, Maintenance, Weed Control
    - Herbicide, Pesticide, Round-up, etc.
    - Overseeding & Aeration
    - Sport Field Maintenance
    - Equipment Maintenance & Repair
        - Small Equipment
        - Mowers
        - Snow Blowers
- Technology
    - Web Based Central Irrigation System
    - State Web Based Tree Inventory
    - Additional Trail Cameras
    - Sport Field GPS Lining Robot
- Challenges
    - Vandalism/Graffiti
    - Aging Infrastructure
    - Capital Infrastructure Maintenance
    - Personnel
    - Drought
- Goals
    - Funding Opportunities
    - Increased Technology Options
    - Conservation Efforts

Councilmember Nordfelt asked if there are any City's that have a similar acreage of property maintained per full time employee. Nancy stated not all data is available but last year, Murray was comparable. Wayne asked what the ideal number would be. Nancy replied approximately 12 acres per employee. Councilmember Christensen asked what a full-time employee is designated as. Nancy replied it is a maintenance employee who is 40 hours per week. Councilmember Harmon asked if the acreage number includes undeveloped property. Nancy replied yes.

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.

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NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Whetstone stated that reporting graffiti through the website is cumbersome and asked if the app would be coming back. Wayne replied that this is still being worked on and staff will gain insight and modify as development occurs.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN- FAMILY WEEK

Councilmember Christensen stated that he attended Family Week events. He noted that they were well attended by lots of residents and there was lots of involvement from the community. He noted that he wished the events were better advertised. Wayne indicated that Family Week was put together very quickly by an intern who had to coordinate everything very fast. Councilmember Christensen stated that he attended the Farmer's Market.

COUNCILMEMBER HARMON- NNO BLOCK PARTIES

Councilmember Harmon stated that he attended a number of block parties last week and is looking forward to attending more.

COUNCILMEMBER LANG- BLOCK PARTIES, FAMILY WEEK, PARADES

Councilmember Lang stated that she attended 3 block parties and had a great time. She added she also took her family bowling during Family Week and felt it was a great cost for a great amount of time. Councilmember Lang stated that she appreciated all the help from Parks and Recreation and Public Works for the parades she participated in.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY AUGUST 9, 2022 WAS ADJOURNED AT 5:39 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, August 9, 2022.

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_____
Nichole Camac, CMC
City Recorder

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The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, August 16, 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, August 16, 2022

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Mayor Pro Tem Tom Huynh

4. Special Recognitions

5. Approval of Minutes:

   A. August 9, 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

- 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.

comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Resolutions:

A. 22-126: Authorize the City to Enter into a Memorandum of Understanding with Other Agencies to Create the Salt Lake Valley Regional Public Order Unit

8. New Business:

A. Consider Application S-2-2022, Filed by Mike Chambers, Requesting Final Plat Approval for the Kent Booster Subdivision Located at 4408 South 4800 West

B. Consider Application SD-3-2022, Filed by DAI Utah, Requesting Final Plat Approval for the Decker Lane Partial Street Dedication Located at 2860 South 2050 West

9. Motion for Closed Session (if necessary)

10. Adjourn

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

Budget Opening Required: ☐

ISSUE:

Requesting a zoning ordinance text change to update the definition of hospital; prohibit hospitals in the BRP, MXD, C-3, LI, and M zones; prohibit community uses in the Decker Lake Station Overlay Zone; require windows and doors on homes within the RS zone to be Energy Star rated; and update the list of uses allowed as home occupations.

SYNOPSIS:

City staff is proposing an ordinance amendment to:

1. update the definition of hospital;
2. prohibit hospitals in the BRP, MXD, C-3, LI, and M zones;
3. prohibit community uses in the Decker Lake Station Overlay Zone;
4. require windows and doors on homes within the RS zone to be Energy Star rated; and
5. update the list of uses allowed as home occupations.

Changes 1 and 2 would place hospitals near the residential areas they serve and limit the number of locations for rehabilitation and detoxification services. Change 3 would reduce the potential for conflict between establishments that serve alcohol and community uses. Change 4 was specifically requested by the City Council. Change 5 would reduce confusion on the part of home occupation applicants.

The Planning Commission meeting minutes from June 8, 2022 provide additional detail on the purpose of these changes.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 6/13/2022

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103, 7-6-210.5, 7-6-301, AND 7-7-115 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING HOSPITALS, THE RESIDENTIAL SUSTAINABILITY ZONE, AND HOME OCCUPATIONS.

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

WHEREAS, the City desires to amend Title 7 and Title 9 to amend regulations governing hospitals, the Residential Sustainability zone, and home occupations; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103, 7-6-210.5, 7-6-301, and 7-7-115 of the West Valley City Municipal Code.

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

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

Section 2. Amendment. Sections 7-1-103, 7-6-210.5, 7-6-301, and 7-7-115 of the West Valley City Municipal Code are hereby amended as follows:

7-1-103. DEFINITIONS.

Whenever any words or phrases used in this Title are not defined herein, but are defined in related sections of the Utah Code or the West Valley City Municipal Code, such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted meanings within the context in which they are used.

Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term "shall" is always mandatory, and the term "may" is permissive. The following terms as used in this Title shall have the following meanings:

(1) "Accessory Building" means a detached Building incidental to and located on the same Lot occupied by a Primary Building and subordinate in height and area to the Primary Building, but can be up to 14 feet in height.

(2) "Accessory Dwelling Unit" and "Internal Accessory Dwelling Unit" have the meanings set forth in Title 10, Chapter 9a, Utah Code Annotated 1953, or successor statute.

(3) "Accessory Use" means a Use customarily incidental and subordinate to the Primary Use or Building and located on the same Lot therewith, not including Uses which dominate in area, extent, or purpose over the Primary Use or Building.

(4) "Agricultural Building" means a Building exempt from the Utah State Construction Code pursuant to Section 15A-1-204, Utah Code Annotated 1953, as a Structure used solely in conjunction with agricultural Use and not for human occupancy.

(5) "Agricultural Business or Industry" means the processing of raw food products by packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry or egg production. Notwithstanding this subsection (5), non-Animal food processing plants located in an urban renewal area or community reinvestment area in the M Zone are not Agricultural Business or Industry.

(6) "Agricultural Zones" means the A, A-1, and A-2 zones.

(7) "Agriculture" means land used for the production of food through the tilling of the soil, the raising of crops, or horticulture and gardening, but excluding the keeping or raising of domestic Animals or fowl and Agricultural Business or Industry.

(8) "Airport" means any landing area, runway, or other facility designed, used, or intended

to be used either publicly or privately by any Person or Persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other Buildings and open spaces.

(9) "Alcohol Establishment" means a business involved in the sale, manufacture, or distribution of alcoholic beverages for retail or wholesale purposes, excluding Off-Premises Beer Retailers.

(10) "Alcoholic Products" means all products obtained by fermentation, infusion, decoction, brewing, distillation, or any other process that uses any liquid or combination of liquids, whether drinkable or not, to create alcohol and that contain at least 0.63 percent alcohol by volume or 0.5 percent alcohol by weight, excluding common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines.

(11) "Alley" means a secondary vehicular and pedestrian access to abutting properties not intended for general traffic circulation.

(12) "Alteration" means a physical change or addition to a site, Building, or Structure.

(13) "Alternative Financial Service Provider" means Car Title Loan businesses, Check Cashing businesses, Pawnbrokers, Unchartered Financial Service Providers, and any businesses or entities offering similar services.

(14) "Amenity" means an aesthetic, recreation, or service component integrated into a Development to increase its desirability or marketability.

(15) "Animal" means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

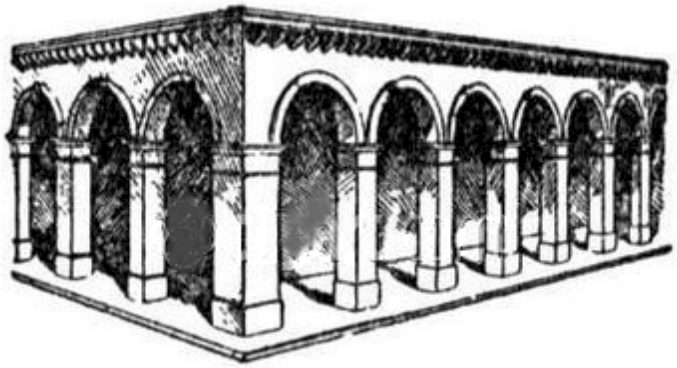
(16) "Animal Training" means the training of two or more Animals for compensation, whether boarded on the premises or transported to the premises for training.

(17) "Apartments" means a Building or group of Buildings with five or more rental Dwelling Units per Building. Apartments meet all of the following characteristics: (a) all Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

(18) "Applicant" means a Person, firm, association, partnership, corporation, or any other entity or combination thereof owning property or serving as agent of a property Owner and requesting a modification or approval required by this Title.

(19) "Arcade" means a series of arches supported by columns, piers, or pillars Attached to a

wall to form a roofed passageway or lane as illustrated below:



(20) "Architectural Banding" means a horizontal band at least six inches thick applied to the Façade of a Building, including but not limited to a change in color, texture, pattern, material, or relief.

(21) "Arterial Street, Major" means a Street with up to seven lanes for which the principal function is movement of large volumes of traffic from Collector Streets.

(22) "Arterial Street, Minor" means a Street with up to five lanes for which the principal function is movement of traffic.

(23) "Artist Studio" means a place of work for an artist, artisan, or craftsperson, including Persons engaged in the application, teaching, or performance of the fine arts.

(24) "Assisted Living Facility" means Residences for the frail elderly providing rooms, meals, personal care, and supervision of self-administered medication.

(25) "Attached" means a physical connection between Buildings or parts of Buildings, including common walls or overhead roof Structures or Canopies.

(26) "Automobile Sales, Used" means the Use of property for the display and sale of used motor vehicles, including related financing services.

(27) "Automobile Sales, New" means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

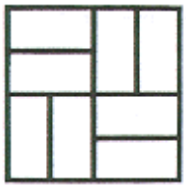
(28) "Automobile Service" means the repair, rental, and maintenance of automobiles and trucks, including but not limited to body shops, transmission shops, lube and emissions centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.

(29) "Bail Bonds Dealer" means any individual or entity offering or facilitating bail bond services, including but not limited to any individual or entity licensed as a bail bond agency

or producer under the Bail Bond Act or any amended or successor statute.

(30) "Basement" means a Story partly underground. A Basement is a Story for the purpose of height measurement if over one-half of its total height is above ground.

(31) "Basket Weave Brick Pattern" means a pattern of bricks in which bricks alternate between horizontal and vertical placement as illustrated below:



(32) "Bathroom" means a room for personal hygiene activities containing a toilet and a sink. A Bathroom may also include a shower or bathtub.

(33) "Bedroom" means a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a Bathroom without crossing another Bedroom.

(34) "Billboard" means a freestanding, outdoor sign if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located, including any sign Structure, support, or lighting that is part of, related to, or supports the sign.

(35) "Blade Sign" means a small, pedestrian scale sign placed at or near the top of the ground floor of a building that is perpendicular to the Building Façade.

(36) "Block" means a unit of land bounded by Streets, with the length of the block measured at the property Frontage Lot lines.

(37) "Blood Plasma Center" means an establishment where patrons receive compensation for donating blood plasma.

(38) "Boarding Home" means a Dwelling Unit, or portion thereof, wherein a room or rooms are rented under two or more separate written or oral rental agreements, leases, or subleases or combination thereof, whether or not the owner, agent, or rental manager resides within the Dwelling Unit.

(39) "Body Piercing" means the act of piercing any part of the body of an individual, excepting the ears, for the purpose of allowing the insertion of earrings, jewelry, or similar objects into the body.

(40) "Brew Restaurant" means a business licensed to brew and sell beer for on-premises

consumption in connection with a bona fide Restaurant where the revenue from the sale of beer is less than 30 percent of gross revenue.

(41) "Brew Restaurant and Liquor Retailer" means a Brew Restaurant that also holds a liquor license subject to the Alcoholic Beverage Control Act.

(42) "Buildable Area" means that portion of a Lot which may be developed after required setbacks are deducted.

(43) "Building" means any Structure having a roof supported by columns or walls for the housing or enclosure of Persons, Animals, or chattels.

(44) "Building Coverage" means the percentage of a Lot that is or can be covered by Buildings.

(45) "Building Height" means the vertical distance from the Grade to the highest point of the coping of a flat roof or to a point midway between the lowest part of the eaves or Cornice and ridge of a hip or Gable Roof. In the CC zone, Building Height shall be measured as the vertical distance between the lowest point of the roof and the average elevation of the corners of the Building at finished Grade.

(46) "Building, Primary" means a principal Building or a Building housing a principal Use on a Lot.

(47) "Bus Terminal" means any premises for the storage or parking of buses or the loading or unloading of passengers, excluding public transportation service offered by a public entity.

(48) "Canopy" means a roofed Structure not completely enclosed by walls supported by structural supports extending directly to the ground, excluding Carports.

(49) "Car Title Loan" means taking possession of an automobile title in exchange for consideration or extension of a loan, excluding loans made by federal or state chartered banks and credit unions.

(50) "Caretaker's Dwelling" means a Dwelling Unit for the caretaker of an otherwise nonresidential Building that is completely contained within the nonresidential Building. No Caretaker's Dwelling shall be rented, leased, or otherwise hired out. At least one occupant of a Caretaker's Dwelling shall be employed by the business and shall have on-site job responsibilities.

(51) "Cargo Container" means a prefabricated metal Structure designed for use as an individual shipping container in accordance with international standards for overseas

shipping, designed to be mounted on a rail car as freight, or designed as an enclosed truck trailer.

(52) "Carport" means a roofed Structure enclosed on not more than three sides and providing space for the parking of motor vehicles.

(53) "Check Cashing" means cashing a check for consideration or extending a Deferred Deposit Loan and any similar activity or enterprise, including but not limited to all businesses licensed by the State of Utah pursuant to the Check Cashing Registration Act.

(54) "Church" means a Building, together with its Accessory Buildings and Uses, where Persons regularly assemble for religious worship and which is maintained and controlled by a nonprofit religious body organized to sustain religious worship.

(55) "City" means West Valley City.

(56) "City Attorney's Office" means the Law Department of West Valley City.

(57) "City Council" means the City Council of West Valley City.

(58) "City/County Health Department" means the Salt Lake City or County Health Department.

(59) "City Manager" means the chief executive officer of West Valley City.

(60) "City Recorder" means the West Valley City Recorder.

(61) "Club License" means a dining club license, equity club license, fraternal club license, or social club license or substantially equivalent license issued pursuant to the Alcoholic Beverage Control Act.

(62) "Collector Street" means a Street up to three lanes which carries traffic from Minor Streets to the Arterial Street system, including the principal Entrance and circulation Streets within residential Developments.

(63) "Colonnade" means a series of columns set at regular intervals and supporting the base of a roof Structure.

(64) "Commercial" means any Use involving the exchange, purchase, or sale of goods or services for gain or economic profit.

(65) "Commercial Complex" means two or more Commercial Uses on a single Lot or adjacent Lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or Landscaping or which are approved as elements in an overall Site Plan under a Conditional Use or Subdivision application.

(66) "Commercial Zones" means the C-1, C-2, C-3, CC, BRP, and MXD zones.

(67) "Commissary" means an establishment where food is prepared and where no retail sales are conducted at the establishment.

(68) "Community and Economic Development Department" means the Community and Economic Development Department of West Valley City.

(69) "Community Use" means a Use which has the primary purpose of serving the educational, religious, recreational, or governmental needs of the general community, including but not limited to Churches, educational institutions, Public Parks, Buildings, and facilities, and cemeteries. Detention Facilities, halfway houses, alcohol rehabilitation centers, Buildings offering lodging or residential services, and similar Uses are excluded from the definition of "Community Use."

(70) "Concert" means an assembly of 125 or more patrons at any given time for the purpose to provide or enjoy musical performances or another similar event for which tickets are sold or entry fees charged.

(71) "Concert Hall" means any establishment which is not a Concert Venue but holds Concerts.

(72) "Concert Venue" means the Maverik Center, USANA Amphitheater, Utah Cultural Celebration Center, Rocky Mountain Raceway, or Hale Center Theater.

(73) "Conditional Use" means a land Use that is permitted with conditions imposed to mitigate detrimental effects.

(74) "Conditional Use Permit" means a permit issued by the City outlining the requirements of approval for a Conditional Use, including written conditions and final, approved Development Plans, if applicable.

(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

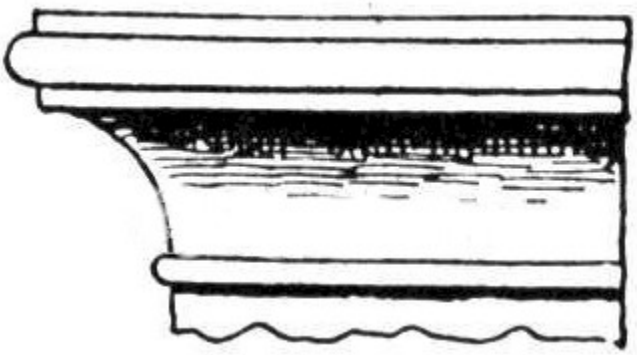
(76) "Consolidated Fee Schedule" means the schedule of fees adopted in the West Valley City Municipal Code.

(77) "Convalescent Center" means a facility licensed as a nursing care facility by the State of Utah.

(78) "Convenience Store" means any Building which contains less than 5,000 square feet of

net floor area and which is used for retail sale of prepackaged food, produce, and other nonfood commodities.

(79) "Cornice" means the uppermost section of moldings along the top of a wall or just below a roof as illustrated below:

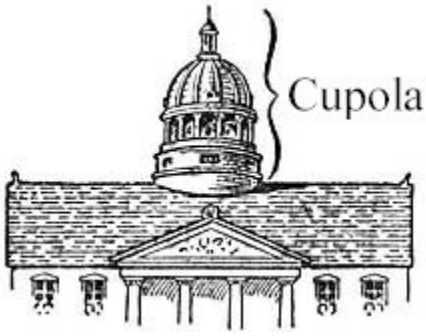


(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

(81) "Crisis Nursery and Counseling Center" means an establishment that provides daytime and overnight care for children who are at risk of abuse or neglect and counseling to individuals and families, but does not provide medical treatment.

(82) "Cul-de-Sac" means a Minor Street with only one outlet and a terminal for the safe and convenient reversal of traffic.

(83) "Cupola" means a small ornamental Structure built on top of a roof, such as a dome, as illustrated below:



(84) "Day Care/Preschool Center" means any facility at a nonresidential location licensed by the State of Utah to provide children with daycare or preschool instruction as a Commercial business.

(85) "Decorative Parapet" means an arched, gabled, or stepped Parapet.

(86) "Dedication of Land" means the conveyance of land to the City by a property Owner or developer for public use.

(87) "Deferred Deposit Loan" means a transaction where a Person presents a check written upon his or her account to a Check Cashing business in exchange for money and the promise to refrain from cashing the check until a later date or any similar transaction.

(88) "Density" means the number of Dwelling Units per gross acre of land.

(89) "Detention Facility/Jail" means any facility operated to house offenders in a secure setting for the duration of their confinement or any facility providing assessment, stabilization, or treatment services for parole violators or noncompliant probationers.

(90) "Development" means any manmade change to real estate, including but not limited to the erection of Buildings or Structures, mining, dredging, filling, grading, paving, excavation, or drilling.

(91) "Development Agreement" means a voluntary agreement between the City, using its legislative judgment, and a property Owner or developer relating to a proposed Development within the City that shall run with the land and be binding upon all successors and assigns of the property Owner or developer.

(92) "Development Plan" means all plans, studies, plats, statements, reports, and information required by this Title.

(93) "Director of Health" means the legally designated Director of the Salt Lake City or County Health Department or any representative authorized by such official to act on his or her behalf.

(94) "Dwelling Unit" means one or more rooms connected together in a Structure in which doors and hallways provide shared access to common living facilities, including but not limited to provisions for sleeping, eating, cooking, and sanitation. All occupants of a Dwelling Unit live together as a single housekeeping unit where all occupants maintain free access to all living spaces within the Dwelling Unit and all exits to and from the Dwelling Unit.

(95) "Entrance" means the location of ingress to a room, Building, or Lot.

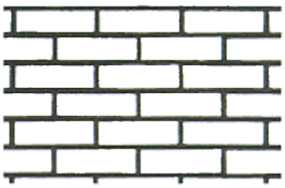
(96) "Exit" means the location of egress from a room, Building, or Lot.

(97) "Event Center, Indoor" means an indoor stadium, arena, Concert Hall, dance hall, or Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos, receptions, parties, or other similar indoor events.

(98) "Event Center, Outdoor" means an outdoor stadium, arena, amphitheater, or similar venue that hosts sporting events, Concerts, theatrical performances, rodeos, or similar outdoor events.

(99) "Façade" means any face or elevation of a Building.

(100) "Face Brick Pattern" means a brick pattern in which all bricks are laid horizontally with the end of bricks aligned with the midpoint of the brick below as illustrated below:



(101) "Fast Food Establishment" means any establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state and whose principal method of operation includes the following characteristics:

a. Foods and beverages are usually served in edible or disposable containers;

b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or

c. The establishment provides drive-in, drive-through, and/or walk-up service.

(102) "Fence" means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative purposes.

(103) "Fenestration" means openings in a Building wall that allow light and views between the Building's interior and exterior.

(104) "Final Plat" means a map of a Subdivision which has been accurately surveyed to permit identification of Streets, Alleys, Blocks, Lots, and other divisions and which conforms with this Title and state law.

(105) "Financial Institution" means a bank, savings and loan institution, credit union, mortgage office, or automated teller machine, excluding Alternative Financial Service Providers.

(106) "Fire Department" means the West Valley City Fire Department.

(107) "Fitness Center" means a facility where individuals use equipment or space for the purpose of physical exercise.

(108) "Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

(109) "Flood Control and Storm Drainage Ordinance" means the West Valley City Flood Control and Storm Drainage Ordinance as presently adopted and amended in the future.

(110) "Flood, 100-Year" means a Flood having a one percent chance of being equaled or exceeded in any given year.

(111) "Flood, 10-Year" means a Flood having a 10 percent chance of being equaled or exceeded in any given year.

(112) "Floodplain, 100-Year" means that area adjacent to a drainage channel which would be inundated by a 100-Year Flood.

(113) "Focal Point" means a point of convergence and interest.

(114) "Food Vending Unit" means a unit that is manually pushed or pulled behind a vehicle and is not motorized to move on its own power, that remains stationary in one location, that is temporary and not permanently established, and which is used for the sale of food and beverages for immediate consumption.

(115) "Four Unit Dwelling" means a Building arranged or designed to have only four Dwelling Units under one ownership on one Lot, such as a fourplex.

(116) "Freeway" means a Street with fully controlled access designed to link major destination points. A Freeway is designed for high speed traffic with a minimum of four travel lanes.

(117) "Frontage" means all property adjacent to a Right-of-way, waterway, or political Subdivision boundary, measured along the Street or boundary line. An intercepting Street shall determine only the boundary of the Frontage on the side of the Street which it intercepts.

(118) "Gable Roof" means two pitched roofs back to back forming a triangular roof as illustrated below:



(119) "Garage, Private" means a Structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging

to the residents of that dwelling. A Private Garage may be Attached or detached and is considered "Attached" if the garage and dwelling share a roof or wall.

(120) "Garden Center" means a place of business where plants, nursery products, potting soil, power equipment, and other garden tools and equipment are sold to the consumer.

(121) "Gathering Place" means an area allocated and designed for the purpose of accommodating the assembling and meeting of people, such as a courtyard or plaza.

(122) "General Plan" means the document the City has adopted in accordance with state law to set forth general guidelines and principles for future Development.

(123) "Grade" means the natural Grade as established by the elevation of the existing surface of the land prior to commencement of any proposed improvements or any previous disturbance of the site.

a. When not readily established due to prior modifications, Grade shall be fixed by reference elevations and points where the prior disturbance appears to meet undisturbed properties.

b. The Grade shall connect to the elevation and slopes of adjoining properties without a need for retaining walls, abrupt differences in the visual slope of the land, and without changing the direction or flow of runoff water.

c. When measuring Building Height from Grade, the height is measured by the vertical distance from Grade to the highest point of the Parapet wall of a flat roof, or to a point midway between the lowest point of the eaves or Cornice and the ridge of a hip or Gable Roof.

d. For Buildings having no wall approximately parallel to and within five feet of a Street, the Grade shall be the average level of the finished surface ground adjacent to the exterior walls of the Building.

(124) "Grading/Site Development Ordinance" means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

(125) "Grocery Store" means a retail establishment with a net floor area over 5,000 square feet offering food and other household products.

(126) "Gun Range, Indoor" means a Building with facilities for the firing of firearms.

(127) "Gun Range, Outdoor" means an outdoor facility for the firing of firearms.

(128) "Hardware Store" means a facility with a gross floor area under 30,000 square feet

primarily engaged in the retail sale of hardware, including but not limited to tools, builder's hardware, plumbing and electrical supplies, housewares and household appliances, and paint and glass.

(129) "Heavy Equipment Sales and Service" means a business selling and servicing equipment such as backhoes, bulldozers, cranes, excavators, construction equipment, and similar equipment or vehicles.

(130) "Heavy Industrial" means asphalt and concrete plants; crematories; electric generating plants and facilities; sand and gravel excavation, processing, and storage; manufacturing and storage of chemicals, explosives, and fuels; Outdoor Gun Ranges; outdoor manufacturing; indoor sewage treatment and disposal facilities; and water purification facilities. "Heavy Industrial" does not include Outdoor Waste Management Facilities.

(131) "Heavy Trucks" means concrete transport trucks, dump trucks, garbage trucks, log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

(132) "Hip Roof" means a Gable Roof with the ends brought together at the same pitch as the rest of the roof.

(133) "Home Child Care" means care for children who are nonfamily-members in an occupied dwelling by the resident of that dwelling and up to one employee who is not a resident of that dwelling.

(134) "Home Improvement Center" means an establishment over 30,000 square feet selling various household goods, tools, and Building materials, household appliances, electronic equipment, household Animal supplies, and nursery products.

(135) "Home Occupation" means any lawful Use conducted within a dwelling by residents of the dwelling which is incidental and secondary to the residential Use of the dwelling and does not change the residential character of the dwelling or neighborhood.

(136) "Home Preschool" means a preschool program for nonfamily-members in an occupied dwelling by residents of that dwelling.

(137) "Hospital" means an establishment that offers facilities and beds for use beyond a 24-hour period for individuals requiring diagnosis, rehabilitation, treatment, or cure for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly makes available services including but not limited to clinical laboratory services, diagnostic X-ray services, detoxification, and treatment facilities for surgery, obstetrical care, or other medical

treatments of similar scope.

(138) "Household Pet" has the meaning set forth in Section 7-2-122.

(139) "Incinerator" means a furnace or similar apparatus for burning waste, trash, or garbage.

(140) "Inland Port" and "Inland Port Use" have the meanings set forth in the Utah Inland Port Authority Act, Title 11, Chapter 58, Utah Code Annotated 1953, or successor statute.

(141) "Instructional Facilities" means indoor facilities used for private Commercial instruction in arts, crafts, physical fitness, or other skills.

(142) "Intensity" means the concentration of activity and the size of Buildings and Structures, including the number of people, cars, visitors, and customers present, the hours of operation, and the presence of outdoor advertising.

(143) "Intensive Retail Service" means a Use engaged in providing retail sale, rental, service, processing, or repair of items for household use, including but not limited to groceries, cards and stationery, books, toys, cosmetics, and sporting equipment.

(144) "Junk" means any salvaged, discarded, or scrapped copper, brass, iron, steel, metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, dismantled or inoperable motor vehicles, and other articles and materials commonly designated as Junk.

(145) "Kennel" means any place where three or more Animals over six months of age are kept for sale, boarding, care, or breeding for which a fee is charged or paid.

(146) "Kennel, Sportsman's" means a Kennel for the keeping of three to five dogs for noncommercial use on a Lot of at least one acre.

(147) "Knee Brace" means a diagonal support placed across the angle between a Building overhang or roof and the Building wall.

(148) "Landscaping" means the improvement of property through the addition of plants and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, and vegetative or nonvegetative permeable groundcover.

(149) "Laundromat" means an establishment providing washing, drying, or dry cleaning machines on the premises on a pay-per-use basis to the general public.

(150) "Less Intensive Retail Service" means a retail Use with more than 75 percent of the gross floor area used for display and sales of bulky commodities, including but not limited to furniture, large appliances, Building materials, carpeting and floor covering, and air conditioning and heating equipment.

(151) "Light Industrial" means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties.

(152) "Lingerie Store" means a retail establishment meeting any of the following criteria:

a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;

b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or more of gross sales; or

c. The establishment is marketed as a Lingerie Store or adult establishment.

(153) "Lodging Facility" means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such Lodging Facility or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

(154) "Lot" means an individually described plot of land occupied, or capable of being occupied, by one Building or group of Buildings, together with such Yards, open areas, and Yard areas as required by this Title, and having full Frontage on and unrestricted access to a dedicated Street.

(155) "Lot, Corner" means a Lot abutting on two intersecting or intercepting Streets where the interior angle of intersection or interception does not exceed 135 degrees.

(156) "Lot, Interior" means a Lot other than a Corner Lot.

(157) "Lot Line Adjustment" means the relocation of the property boundary line between two adjoining Lots with the consent of the Owners of record which does not create new Lots or Dwelling Units and all requirements of this Title are met.

(158) "Lot Split" means the division of property into two legal Lots.

(159) "Lot Width" means the distance between the side Lot lines measured along a straight line at the minimum required front setback. For Corner Lots, the Lot Width is the lesser of the two distances between the abutting Streets to the Interior Lot lines opposite those Streets.

(160) "Major Street Plan" means the plan defining the future alignment of Streets and their Rights-of-way which has been approved by the Planning Commission and City Council.

(161) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(162) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(163) "Manufacturing Zones" means the LI and M zones.

(164) "Massage" and "Massage Therapy" mean the same as set forth in the Massage Therapy Practice Act or any amended or successor legislation.

(165) "Massage Establishment" means any place where Massage or Massage Therapy is practiced for hire.

(166) "Minor Street" means a Street with no more than two lanes for which the principal function is access to abutting land and for which traffic movement is a secondary function.

(167) "Mobile Food Vending Vehicle" means a fully enclosed motorized vehicle mounted food service establishment which is operated by a vendor within the frame of the vehicle, which sells food products for immediate consumption, and which moves under its own power, not being manually pushed, pulled, or towed by another vehicle.

(168) "Mobile Home" means a Structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used without a permanent foundation as a Residence or temporary housing accommodation, excluding Recreational Vehicles and travel trailers.

(169) "Mobile Home Park" means any plot of ground upon which two or more Mobile Homes are located with or without compensation.

(170) "Mobile Home Space" means a plot of ground within a Mobile Home Park which is designed for the accommodation of one Mobile Home.

(171) "Mobile Home Stand" means that part of a Mobile Home Space which has been reserved for the placement of one Mobile Home with appurtenant Structures or additions.

(172) "Mobile Home Subdivision" means a residential Subdivision designed to offer Lots

under separate Ownership for the placement of Mobile Homes.

(173) "Mortuary" means a facility in which dead bodies are prepared for burial or cremation or where funeral services are conducted.

(174) "Motorized Outdoor Recreation Equipment" means motorized or commonly motorized equipment used in off-road or recreational activities, including but not limited to boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

(175) "Movie Theater" means an establishment containing audience seating and at least one screen or facility to view movies.

(176) "Moving Truck Rental Business" means an establishment where moving trucks or trailers are stored outside and rented to customers.

(177) "Multiple Unit Dwelling" means a Building arranged or designed to provide for more than four Dwelling Units.

(178) "Mural" means any mosaic, painting, or graphic art or combination thereof which is professionally applied to a Building; does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or business; or any logo, trademark, trade name, or other commercial message.

(179) "Natural Drainage Course" means any natural watercourse which is open continuously for the flow of water in a definite direction or course.

(180) "Natural Waterways" means those areas along streams, rivers, creeks, gullies, springs, or washes which are natural drainage channels and in which no Buildings are to be constructed.

(181) "Neighborhood Grocery" means a retail establishment with 5,000 square feet or less which sells food and other household products, which does not sell motor fuel, and which is closed between the hours of 10:00 P.M. and 6:00 A.M.

(182) "Neighborhood Service Establishment" means low impact retail and service Uses which supply frequently purchased necessities with minimal customer travel, including bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

(183) "Nonconforming Structure" means a Structure that legally existed before its current Zoning designation and, because of subsequent Zoning changes, does not now conform to the Zoning Ordinance's setback, height restrictions, or other regulations that govern the Structure.

(184) "Nonconforming Use" means a Use of land that legally existed before its current

Zoning designation, has been maintained continuously since the time the Zoning regulation governing the land changed, and because of subsequent Zoning changes does not now conform to the Zoning regulations that now govern the land.

(185) "Office, Medical and Dental" means a Building used by physicians, dentists, or similar personnel for the treatment and examination of patients and where no overnight stays occur.

(186) "Office, Professional" means a Building used by attorneys, accountants, insurance or real estate agents, and other individuals offering professional services.

(187) "Off-Premises Beer Retailer" means a licensed place of business wherein beer is sold in original containers to be consumed off the premises.

(188) "Outdoor Waste Management Facility" means any outdoor facility that stores, treats, or processes liquid waste, sludge, or solid waste, including but not limited to human and animal waste and household garbage.

(189) "Outside Display of Merchandise" means the outside display of goods in conjunction with an approved retail business.

(190) "Outside Storage" means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(191) "Overpressure" means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(192) "Owner" means the Owner in fee simple of real property as shown in the records of the Salt Lake County Recorder's Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(193) "Package Agency" is as defined in the Alcoholic Beverage Control Act.

(194) "Pad Site" means a location for a freestanding Building within a larger Commercial center.

(195) "Parapet" means a low wall projecting from the edge of a roof.

(196) "Parcel of Land" means a contiguous quantity of land owned by the same Owner.

(197) "Parking Lot, Commercial" means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(198) "Parking Space" means a space within a Building, Lot, or parking lot for the parking

or storage of one vehicle.

(199) "Parking Structure" means a Building or Structure of more than one level used to store motor vehicles.

(200) "Pawnbroker" means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(201) "Permanent Cosmetics" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature. "Permanent Cosmetics" are limited to eyeliner, eyebrows, and lip coloring procedures.

(202) "Permanent Cosmetics Establishment" means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(203) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(204) "Person" means any individual, firm, trust, partnership, or public or private association or corporation.

(205) "Planned Unit Development" means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(206) "Planning Commission" means the West Valley City Planning Commission.

(207) "Porte-cochere" means a porch large enough for automobiles to pass through.

(208) "Portico" means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(209) "Preliminary Plat" means the initial map of a proposed Subdivision.

(210) "Primary Façade" means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Façade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Façade.

(211) "Primary Street" is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(212) "Primary Use" means the principal Use for which a property is used.

(213) "Protection Strip" means a strip of land bordering a Subdivision or a Street within a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(214) "Public Park" means a park, playground, swimming pool, golf course, or athletic field under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(215) "Public Utility" means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(216) "Public Way" means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the Right-of-way.

(217) "Public Works Department" means the West Valley City Public Works Department.

(218) "Quoins" means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(219) "Reasonable Notice" means actual notice or notice that meets the requirements of state law.

(220) "Reception Center" means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a "DJ" or "disc jockey."

(221) "Recreation, Indoor" means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(222) "Recreation, Outdoor" means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(223) "Recreational Vehicle" means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(224) "Recreation Space" means:

a. Outdoor space shared by residents of a residential Development for passive and active recreation. Examples include terraces, Courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.

b. Indoor space shared by residents of a residential Development for passive and active recreation. Examples include fitness rooms, libraries, computer labs, swimming pools, hot tubs, sports courts, lobbies, clubhouses, social rooms, classroom space, community centers, recreation centers, community game rooms and theater rooms.

c. Private outdoor space provided only for the use of the residents of the Dwelling Unit to which it is attached. Examples include private Yards, front porches, patios, balconies, decks and roof decks.

Recreation Space shall not include: public Right-of-way; private curb, gutter, and roadway improvements; Parking Spaces and maneuvering areas to Parking Spaces; all Building roofs that do not cover a porch or that do not have a roof deck that is accessible for recreation use; storm water retention areas; and storm water detention areas where the slope exceeds 30 percent and the depth exceeds two feet from surrounding areas.

(225) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(226) "Regional Shopping Mall" means a Shopping Center located within 200 feet of

Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(227) "Religious Institution" means a Building used primarily for religious worship and activities.

(228) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(229) "Residence" means a permanent domicile, dwelling place, or abode.

(230) "Residential Zones" means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(231) "Restaurant" means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(232) "Restaurant Liquor Retailer" means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(233) "Restaurant On-Premises Beer Retailer" means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(234) "Retail Anchor" means the major store or stores within a Shopping Center.

(235) "Right-of-way" means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(236) "Sanitary Landfill" means a site for solid waste disposal.

(237) "School" means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to sexually oriented businesses, "School" means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(238) "Secondary Façade" means any side of a Building that is not a Primary Façade and is either visible from a public Right-of-way or has a customer Entrance.

(239) "Secondhand Store" means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including

businesses buying or selling more than five firearms per year.

(240) "Self-Storage Facility" means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(241) "Shopping Center" means a group of retail and other Commercial establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(242) "Sidewalk" means a passageway for pedestrians that excludes motor vehicles.

(243) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(244) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;

e. Location of proposed construction, including but not limited to signs;

f. Name, address, and telephone number of the builder and property Owner;

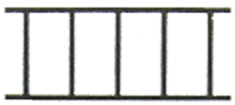
g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle circulation patterns, and curb cuts;

h. The location, height, and size of proposed signs, lighting, and advertising devices; and

i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(245) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(246) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(247) "Sound Wall" means a solid concrete or masonry wall constructed adjacent to a Major

Arterial Street or Freeway to create a noise and access barrier, excluding hollow core or foam core walls and including walls greater than six feet tall.

(248) "Special District" means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

(249) "State Store" means the same as set forth in the Alcoholic Beverage Control Act.

(250) "Story" means the space within a Building having clear headroom of seven feet or over.

(251) "Story, Half" means a Story with at least two of its opposite sides situated under a sloping roof and with a maximum of two-thirds of the floor area of the Story below.

(252) "Street" means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, Alleys, viaducts, subways, tunnels, bridges, public easements, and other ways.

(253) "Structure" means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(254) "Structural Alterations" means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(255) "Subdivider" means the Owner of real property proposed to be subdivided, including all successors and assigns.

(256) "Subdivision" means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(257) "Subdivision, Major" is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(258) "Subdivision, Minor" means any Subdivision with nine or fewer Lots on which all Lots have Frontage on improved public Streets and which does not create any new Streets.

(259) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(260) "Swap Meet, Indoor" means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(261) "Swap Meet, Outdoor" means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter, exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(262) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(263) "Tattoo Establishment" means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(264) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

(265) "Temporary Land Use" means a Use which is transient or seasonal in nature.

(266) "Temporary Nonresidential Building" means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(267) "Temporary Residential Storage Container" means a fully enclosed Structure without a permanent foundation uniquely designed for short term storage of household or remodeling goods and for portable use via transport vehicle.

(268) "Three Unit Dwelling" means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(269) "Towing and Impound Yard" means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(270) "Townhome" means a Dwelling Unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical walls.

(271) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(272) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(273) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in

assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(274) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(275) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(276) "Unchartered Financial Service Provider" means any business extending loans, cash advances, short term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(277) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(278) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(279) "Vehicle Recycling Facility" means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

a. The outside storage of two or more used vehicles or used vehicle parts, including tires, regardless of operational ability, condition, time frame, or reason; or

b. The storage of any number of used vehicles or used vehicle parts, including tires, for the purpose of dismantling, stripping, salvaging, or selling all or part of the vehicle, excluding the indoor storage of vehicles in a fully enclosed Building, New and Used Automobile Sales, Automobile Service, and Vehicle Storage Yards.

(280) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(281) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short term, indoor care incidental to the medical Use.

(282) "Warehouse" means a Building used primarily for storage of goods and materials.

(283) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement

District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(284) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(285) "Yard, Front" means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(286) "Yard, Rear" means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(287) "Yard, Side" means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(288) "Zoning" means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(289) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(290) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

7-6-210.5. SPECIFIC REQUIREMENTS – RS ZONE.

The following requirements are applicable within the RS zone:

(1) The maximum district size for the RS zone shall be 10 acres.

(2) No property shall be rezoned to the RS zone without a development agreement that

includes the following requirements as minimum standards:

a. All homes shall include a solar power generation system that generates all of the electricity needs of the house. The solar power generation system shall meet or exceed the features of a Tesla Solar Roof.

b. All homes shall include wall insulation for all exterior walls with a minimum R-Value of R-30. All homes shall include ceiling insulation for the entire ceiling with a minimum R-Value of R-60.

c. For heating, all homes shall include only a high-efficiency gas furnace with an Annual Fuel Utilization Efficiency (AFUE) rating of 96 percent or higher, radiant heating or electric heating.

d. For water heating, all homes shall include a tankless water heater, hybrid water heater or other type of water heater with a Uniform Energy Rating of at least 0.92.

e. All homes shall include Energy Star rated appliances only that are provided by the developer or homebuilder including refrigerator, dishwasher, clothes washer and clothes dryer.

f. An electric car charger shall be installed in the garage of all homes. The charger shall meet or exceed the features of a Tesla Wall Connector.

g. For toilets, Bathroom and kitchen faucets and showerheads, all homes shall include only WaterSense fixtures.

h. Landscaping shall be installed by the developer in the Front, Side and Rear Yards and shall meet the following standards:

i. The maximum amount of lawn shall be 35 percent.

ii. No lawn shall be allowed in parkstrips or other areas narrower than eight feet.

iii. Lawn areas shall be free of obstructions and shall not be used on slopes exceeding 25 percent.

iv. An EPA WaterSense irrigation controller shall be installed.

v. Overhead sprinklers shall only be allowed in lawn areas. Drip irrigation shall be used in all non-lawn areas with live plant material. Drip irrigation systems shall include a pressure regulator, filter and flush-end assembly.

vi. Paths connecting different areas within yards shall be organic mulch, concrete, brick pavers, stone, gravel or crushed stone. Paths shall not be irrigated.

vii. A minimum of four inches mulch depth shall be used in all non-lawn planter beds.

viii. Within Front Yards and Side Yards adjacent to public or private Streets, a minimum of 50 percent live plant material shall be installed.

i. The development agreement shall include commitments on the quality of the interior finishes of all homes.

j. All windows and exterior doors on all homes shall be Energy Star rated.

(3) The minimum square footage of finished, above-ground, habitable floor space for homes shall be 1,400 square feet. All homes shall include at least a three-quarter basement unless soil conditions preclude basements as determined by a soils report. Basements shall meet the insulation requirements of this Section.

(4) A two-car garage shall be required for all new Single Unit Dwellings. The minimum interior dimensions of a garage shall be 20 feet by 20 feet.

(5) Exterior materials for all new homes shall be a minimum of 80 percent brick. The remaining 20 percent shall be brick, stone, fiber cement siding, or stucco.

(6) The roof of each home shall have a minimum pitch of 8:12.

7-6-301. COMMERCIAL AND MANUFACTURING USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Commercial, Manufacturing, and overlay Zones of the City. (PC) means a Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone and conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone. Certain Uses may have additional restrictions or requirements as set forth in this Title. Where Uses are marked with an asterisk, additional regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Commercial and Manufacturing Zones of the City.

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	X	X	X	X
Agriculture	P	P	P	P	P	P	P	P				
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	X	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P				
Assisted Living Facility	X	P*	P*	P	P	P	X	X				
Automobile Parts Store	X	P*	X	P	P	P	X	P				X*
Automobile Sales, New	X	X	X	X	P	P	P	P	X	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	X	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	X	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	X	X	X	X
Blood Plasma Center	X	X	X	X	P	P	X	X	X	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	X	X	P	X	P	P	X	P				
Bus Terminal*	X	X	X	X	X	PC	P	PC	X			
Cannabis Production Establishment*	X	X	X	X	X	X	X	P	X	X	X	X
Caretaker's Dwelling	P	P	P	P	P	P	P	P				
Cargo Container*	P	X	X	X	P	P	P	P	X	X	X	X
Commercial Raising, Rental, Stabling, Training and Grazing of Animals*	X	X	X	X	X	X	X	PC	X			
Commissary	X	X	X	X	X	X	X	PC	X			
Community Use	P	P*	P	P	P	P	P	P	X			
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	X	X	*	

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P				
Detention Facility/Jail*	X	X	X	X	X	X	X	C	X		X	X
Equestrian School	X	X	X	X	X	X	X	PC	X			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC				
Event Center, Indoor*	X	P*	X	X	PC	PC	P	PC				
Event Center, Outdoor*	X	X	X	X	X	X	C	C				
Fast Food Establishment with Drive-Up Window*	X	P*	X	X	P	P	X	P	X	X	*	*
Fast Food Establishment with No Drive-Up Window	P	P*	P*	P	P	P	X	P		*	*	
Financial Institution	P	P*	P*	P	P	P	X	P				
Fitness Center	P	P*	X	P	P	P	P	P				
Food Vending Unit* and Mobile Food Vending Vehicle*	P	X	P*	X	P	P	X	P				
Fuel Sales Including Gasoline, Diesel, Propane and Other Similar Fuels	X	P*	X	PC	PC	PC	P	PC	X	X	*	
Furniture Store	X	P	X	P	P	P	X	P				
Garden Center* or Garden Center* with an Indoor Event Center* as an Accessory Use	X	P	X	C	P	P	X	P				
Grocery Store	X	P*	X	PC	PC	PC	X	PC				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Gun Range, Indoor	P	P	X	X	P	P	P	P				
Hardware Store	X	P*	X	P	P	P	X	P	X	X		
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC	X			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Service	X	X	X	X	X	X	C*	PC	X		X	X*
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	X	X		
Home Occupation*	X	P	P	X	X	X	X	X				
Hospital	~~P~~ X	~~P*~~ X	P*	X	PC	~~PC~~ X	~~P~~ X	~~PC~~ X				
Incinerator	X	X	X	X	X	X	X	X	X			
Industrial, Light	P	X	X	X	X	C	P	PC				
Industrial, Heavy	X	X	X	X	X	X	X	C	X		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC				
Instructional Facility	P	P*	X	P	P	PC	P	PC				
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC				
Kennel, Outdoor*	X	X	X	X	X	X	X	C	X			
Laundromat	X	P	X	P	P	P	X	P				
Lingerie Store	X	P	X	X	P	P	X	P	X	X	X	X
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC				
Manufacturer of Alcoholic Products	X	X	X	X	X	X	C	C	X			
Massage Establishment	X	X	X	X	P	P	X	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Medical Cannabis Pharmacy*	P	P	P	P	P	P	P	P				
Mortuary	X	P	X	P	P	P	X	P				
Movie Theater	X	P*	X	X	P	P	X	P				
Moving Truck Rental Business	X	X	X	X	C	C	X	PC	X			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P				
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P				
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P	X			
Nursing Home/Convalescent Center	X	P*	P*	P	P	P	X	X				
Off-Premises Beer Retailer	X	P*	P	P	P	P	C*	P				
Office, Medical and Dental	P	P*	P*	P	P	P	X	X				
Office, Professional	P	P*	P	P	P	P	P	P				
Outdoor Waste Management Facility	X	X	X	X	X	X	X	X				
Outside Display of Merchandise*	X	X	P*	X	P	P	X	P				
Outside Storage*	X	X	X	X	X	X	X	C	X		*	
Parking Lot, Commercial	P	P	X	X	P	P	P	P				
Parking Structure	P	P*	P*	X	P	P	P	P				
Permanent Cosmetic Establishment*	X	P*	P*	P	P	P	X	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Public Utility Installation (except lines and rights-of-way)	P	C*	P	C	C	C	P	PC				
Radio and Television Transmission Antennas, Transmitting Stations and Related Facilities*	X	X	X	X	X	X	P	P	X			
Recreation, Indoor	X	P*	X	P	P	P	P	P				
Recreation, Outdoor*	X	P*	X	X	PC	PC	X	PC	X			
Recreational Facility Beer Retailer*	X	P	X	X	P	P	P	P				
Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	X	X	X	X	PC	PC	P	PC	X	X		
Rental Store	X	X	X	X	P	P	X	P				
Residential	X	P*	P*	X	X	X	X	X	X			
Restaurant*, Restaurant On-Premises Beer Retailer*, Restaurant Liquor Retailer	P	P*	P*	P	P	P	X	P				
Retail Department or Specialty Store	X	P*	P*	P	P	P	X	P				
Retail Tobacco Specialty Business*	X	X	X	X	P	P	X	P				
Sanitary Landfill	X	X	X	X	X	X	X	X				
Secondhand Precious Metal Dealer/Processor and/or Precious Gem Dealer	X	P*	X	P	P	P	X	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Secondhand Store	X	P*	X	P	P	P	X	P	*			
Self-Storage Facility*	X	X	X	X	X	X	X	PC	X	X	X	X
Sexually Oriented Business*	X	X	X	X	X	X	X	P	X	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C				
State Store/Package Agency*	X	X	X	X	P	P	X	P				
Swap Meet, Indoor	X	X	X	X	X	X	X	X				
Swap Meet, Outdoor	X	X	X	X	X	X	X	X				
Tobacco Oriented Business*	X	X	X	X	X	X	X	P	X			
Tattoo Establishment	X	X	X	X	X	X	X	P	X	X	X	X
Tavern*	X	X	X	X	X	X	X	X				
Taxicab Business	X	X	X	X	P	P	P	P				
Temporary Nonresidential Building	P	P	P	P	P	P	P	P				
Temporary Land Use	P	P	X	P	P	P	P	P				
Towing and Impound Yard*	X	X	X	X	X	X	X	PC	X		X	X
Truck Transfer Company	X	X	X	X	X	X	C	C	X			
Turf Farm Equipment Manufacturing*	X	X	X	X	X	X	X	PC	X			
Uses Customarily Accessory to a Listed Permitted Use	P	P	P	P	P	P	P	P				
Uses Customarily Accessory to a Listed Conditional Use	P	P	P	P	P	P	P	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Vehicle Recycling Facility*	X	X	X	X	X	X	X	PC	X		X	X
Vehicle Storage Yard*	X	X	X	X	X	X	X	C	X		X	X
Veterinary Hospital*	P	P*	P*	P	P	P	P	P				
Warehouse	P	X	X	X	C*	C	P	PC	X	X		

X: Use is prohibited in the zone

X*: Use is prohibited in portions of the applicable overlay zone

C: Use is conditional

C*: Use is conditional and includes zone specific regulations

P: Use is permitted

P*: Use is permitted and includes zone specific regulations

PC: Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone. Use is conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

***:** Use includes overlay zone specific regulations

7-7-115. HOME OCCUPATIONS.

(1) All Home Occupations shall operate in accordance with the following requirements:

a. The outside appearance and architecture of the home shall not be modified to accommodate or promote a Home Occupation.

b. Home Occupations shall be conducted entirely within the home. No storage of merchandise, equipment, supplies, or materials shall occur outside of the home.

c. With the exception of Home Child Care, employees shall not come to the home to work unless said employees reside at the home. For Home Child Care, no more than one employee that does not reside at the home may come to the home to work.

d. Explosive or combustible materials shall not be stored or used in association with a Home Occupation.

e. The Home Occupation shall not disturb the residential character of the neighborhood.

f. Home Occupations shall not be conducted after 10:00 P.M. or before 6:00 A.M.

g. Home Occupations shall not be licensed, approved, or conducted without the written consent of the property Owner.

h. No more than 25 percent of any floor of the home shall be used for the Home Occupation.

i. Garages and Accessory Buildings shall not be used for Home Occupations except for vehicle storage. If a Conditional Use Permit is obtained, other storage may occur in garages and Accessory Buildings if the home retains two parking spaces for residents and the garage is still usable for parking.

j. Home Occupations shall have no more than two customers per hour visiting the residence. If a Conditional Use Permit is obtained, up to six customers per hour may visit the residence.

(2) Vehicles may be used in association with a Home Occupation in accordance with the following requirements:

a. With the exception of Home Child Care, only one vehicle may be used in association with a Home Occupation. For Home Child Care, two vehicles may be used in association with a Home Occupation.

b. The maximum size of a vehicle used in association with a Home Occupation shall be equivalent to a one-ton pickup truck. If a Conditional Use Permit is obtained and the vehicle is screened and parked on private property, a larger commercial vehicle may be used if it is not a Heavy Truck.

c. Vehicles used in association with a Home Occupation must be parked on private property. With the exception of Home Child Care, vehicles shall be parked outside of the required Front Yard setback. For Home Child Care with two vehicles, one vehicle shall be parked outside of the required Front Yard setback and the other vehicle may be parked within the required Front Yard setback on an approved surface.

d. Tow trucks, tanker trucks, box vans, delivery vans, and similar vehicles shall not be stored on site. Such vehicles may be located off site in an approved off-site storage location.

e. One trailer may be used in association with a Home Occupation in accordance with the following standards:

i. The maximum body length of an enclosed trailer is 20 feet. The maximum body

length of an open trailer is 16 feet.

ii. Trailers must be garaged or stored on private property and may not be located within the Front Yard setback or, for Corner Lots, in either the Front or Side Yard setback.

iii. Trailers may have one sign covering the lesser of 24 square feet or 30 percent of the side panel of the trailer.

f. Off-Street parking must be sufficient for both the residents of the home and the vehicle and/or trailer used in association with a Home Occupation.

g. Vehicles used in association with a Home Occupation may have a single sign no larger than four square feet.

(3) Sales may be conducted in association with a Home Occupation in accordance with the following requirements:

a. Direct retail sales from display shelves are prohibited.

b. Promotional meetings to sell merchandise, take orders, or conduct similar activities shall not be held more than one day per month.

c. Garage, Basement, or Yard sales shall be conducted a maximum of four times per year, and each sale must last no more than 72 hours.

(4) Home Child Care may be offered as a Home Occupation in accordance with the following requirements:

a. Only one Home Occupation shall be licensed to conduct Home Child Care per Dwelling Unit.

b. The Home Occupation shall comply with the maximum capacity requirements set forth by state law for a licensed family child care facility.

(5) Home Preschools may be conducted as a Home Occupation in accordance with the following requirements:

a. No more than 10 children shall be present during a session.

b. Sessions shall last no more than four hours.

c. Home Preschools shall conduct no more than two sessions per day. If two sessions are conducted, a break of at least 30 minutes must occur between sessions.

d. Individual children shall not attend more than one session per day.

e. Drop off and parking shall not occur on the Street.

f. If children have access to the Rear Yard area, the Rear Yard shall be fully Fenced with a self-latching gate.

(6) Only ~~The~~ the following Home Occupations are ~~prohibited~~ allowed:

a. All Uses that are ~~prohibited or conditional~~ allowed in the ~~C-1~~ RB zone except for Financial Institutions and Veterinary Hospitals.

b. ~~Manufacturing or auto-related Uses, including but not limited to automobile repair, windshield or window replacement, or auto detailing~~ Artist Studios and non-retail Neighborhood Service Establishments.

(7) Home Occupations in Accessory Buildings shall be conducted as a Conditional Use in accordance with the following requirements:

a. The Home Occupation conducted in the Accessory Building shall be limited to instructional businesses, such as musical or artistic instruction. The craft, skill, or practice taught must be a permitted Use in the underlying zone.

b. The Accessory Building shall be existing at the time of application and shall not be constructed for the primary purpose of housing the Home Occupation.

c. A maximum of six students per session and three sessions per day shall be observed.

d. Hard surfaced access and off-street parking shall be provided.

e. The Home Occupation shall be entirely located within a legally built and conforming enclosed Structure and shall not encroach into any carport, Garage, patio, breezeway, or Yard space.

f. The Home Occupation shall not displace minimum required parking for the residence.

g. The Home Occupation shall only operate when classes are in session and students are present.

h. A Conditional Use Permit shall be obtained.

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

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

PASSED and APPROVED this _____ day of _____, 2022.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-1-2022 MINUTES
JUNE 8, 2022 PLANNING COMMISSION PUBLIC HEARING

ZT-1-2022
West Valley City
A zoning ordinance text change to update the definition of hospital; prohibit hospitals in the BRP, MXD, C-3, LI, and M zones; prohibit community uses in the Decker Lake Station Overlay Zone; require windows and doors on homes within the RS zone to be Energy Star rated; and update the list of uses allowed as home occupations.

City staff is proposing an ordinance amendment to:

1. update the definition of hospital;
2. prohibit hospitals in the BRP, MXD, C-3, LI, and M zones;
3. prohibit community uses in the Decker Lake Station Overlay Zone;
4. require windows and doors on homes within the RS zone to be Energy Star rated; and
5. update the list of uses allowed as home occupations.

Each of these changes is addressed below.

Update the definition of hospital and prohibit hospitals in the BRP, MXD, C-3, LI, and M zones

Hospitals provide rehabilitation and detoxification services; however, these services aren't specifically listed in the definition of a hospital. Adding these services to the definition of the term hospital will make it clear that providing these services make a business a hospital and not a medical office or other use.

In staff's view, hospitals are best positioned when located near the residential areas they serve and near commercial services for hospitals and their employees. For example, the Jordan Valley Medical Center West Valley Campus is located in the C-2 zone with residential uses to the north, east, and west and commercial uses along 3500 South to the south. As proposed, the C-2 and CC zones would be the zones where hospitals would be allowed.

These two changes together would also limit the number of locations for rehabilitation and detoxifications services.

Prohibit community uses in the Decker Lake Station Overlay Zone

The Decker Lake Station Overlay Zone covers the entertainment area along Decker Lake Drive largely between 3100 South and 3500 South. As the entertainment area for the City, several of the businesses within the Decker Lake Station Overlay Zone serve alcohol. State law requires certain separation requirements between establishments that serve alcohol and community uses like schools and churches. In the past, an existing establishment that served alcohol would be allowed to continue if a community use was later placed within the required separation distance even if the establishment serving alcohol changed hands. However, recent State law changes would no longer allow such a business to change ownership if a community use was placed

within the required separation distance. If this specific change is approved, it would be the only location where community uses are prohibited in the City.

Require windows and doors on homes within the RS zone to be Energy Star rated

The City Council wants homes built within the RS zone to meet or exceed Energy Star standards. With the exception of this proposed change, the standards in the RS zone already meet or exceed Energy Star standards.

Update the list of uses allowed as home occupations

Currently, subsection 7 of Section 7-7-115 states that uses that are prohibited or conditional in the C-1 zone are prohibited as home occupations. However, other home occupation regulations further limit the types of uses allowed, creating some confusion on the part of applicants. For example, the C-1 zone allows retail stores as a permitted use; however, the home occupation regulations prohibit direct retail sales from display shelves. As another example, the C-1 zone allows restaurants; however, the home occupation regulations cap the number of customers per hour to no more than two and staff is concerned that a take-out type restaurant within a home would be out of character for a residential neighborhood.

For these reasons, staff is proposing to tie allowed home occupation uses with uses allowed in the RB (Residential Business) zone. The exceptions to this standard would be financial institutions and veterinary hospitals would be prohibited and artist studios and non-retail neighborhood service establishments like hair salons would be permitted.

For reference, a spreadsheet comparing the permitted and conditional uses for the RB and C-1 zones is included.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.

2. Continuance.

3. Denial.

Discussion: Steve Pastorik presented the application. Commissioner Lovato asked if someone's home occupation was a hair, or a nail salon would they be able to sell products pertaining to their business out of their home? Steve said the code would not allow retail products to be sold out of a home occupation. He stated that the business owner could sell their products online for the customers to purchase. Steve noted that the hair and nail salon could be an exception, but technically the answer is no.

Motion: Commissioner McEwen motioned to approve ZT-1-2022. The ordinance should be approved as proposed by staff.

Commissioner Porter seconded the motion.

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

Unanimously – ZT-1-2022- Approved

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

ISSUE:

Application: #Z-10-2022
Applicant: John Baird
Location: 3909 South 2200 West
Size: 0.52 acres

SYNOPSIS:

A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 sq. ft.)

BACKGROUND:

The applicant would like to subdivide the property into two lots, keep the existing home on the west lot, and build a new home on the east flag lot. While the existing lot is large enough in area to be subdivided, there is not sufficient lot width to allow for two lots without a development agreement exception. The applicant is requesting that the lot width be 79' for the west lot. For reference, the minimum lot width in the R-1-8 zone is 80'.

After a site visit, staff identified the following items that are addressed in the development agreement:

- Curb, gutter, and sidewalk improvements extend up to the northern boundary of the subject property but not across the frontage of the subject property.
- The driveway for the existing home is in poor condition and in need of replacement.
- The exterior of the existing home has some peeling paint and needs maintenance.
- The landscaping on the property is in poor condition (large dead tree, weedy/dead lawn) and needs maintenance and/or replacement.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, 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 3909 SOUTH 2200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQ. FT.)

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-10-2022, filed by John Baird and located at 3909 South 2200 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 sq. ft.), said property being more particularly described as follows:

Parcel #: 15-34-304-026

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

Z-10-2022
John Baird
3909 South 2200 West
Zone change from A to R-1-8
0.52 acres

John Baird has requested a zone change on a 0.52-acre parcel at 3909 South 2200 West from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). Surrounding zones include R-1-8 to the west, R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) to the north and east and A to the south. The property is surrounded by single unit dwellings. The subject property is Low Density Residential (3 to 4 units/acre) in the General Plan.

Development Proposal

The subject property includes a home that was built in 1924. According to the applicant, he would like to subdivide the property into two lots, keep the existing home on the west lot, and build a new home on the east flag lot. While the existing lot is large enough in area to be subdivided, there is not sufficient lot width to allow for two lots without a development agreement exception. The applicant is requesting that the lot width be 79' for the west lot. For reference, the minimum lot width in the R-1-8 zone is 80'.

Development Agreement

A development agreement is required for this project. Section 7-11-213 of the West Valley City Zoning Ordinance states: "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." For the development agreement, the applicant is proposing to use the same standards that were in place up until July of last year. These standards are attached for reference.

After a site visit, staff identified some items that we would recommend addressing in the development agreement. These items are described below:

- Curb, gutter, and sidewalk improvements extend up to the northern boundary of the subject property but not across the frontage of the subject property.
- The driveway for the existing home is in poor condition and in need of repairs.
- The exterior of the existing home has some peeling paint and is in need of maintenance.
- The landscaping on the property is in poor condition (large dead tree, weedy/dead lawn) and in need of maintenance and/or replacement.
- The existing detached garage serving the existing home would fall on the new parcel and would likely be demolished. While the ordinance does not require a garage for a home of

this age, the Commission may want to consider requiring a new detached garage to serve the existing home since it currently has one.

Staff Alternatives:

- Approval. The application should be approved. The recommendation for approval is made subject to a development agreement including the following standards:
    - The lot width of the west lot may be reduced to 79'.
    - The home built on the new lot shall follow the standards proposed by the applicant.
    - Curb, gutter, and sidewalk improvements shall be installed across the entire frontage of the property.
    - The cracks in the existing driveway shall be repaired.
    - The wood portions of the exterior of the existing home shall be repainted.
    - All dead and weedy landscaping shall be replaced with landscaping that complies with City standards.
    - A new, two-car garage shall be built on the same lot as the existing home.

- Continuance.

- Denial.

Discussion: Steve Pastorik presented the application. He reviewed the development agreement standards proposed by the applicant as well as those proposed by staff. He stated that the applicant requests a one-foot exception on the lot's frontage with the existing home.

Commissioner Lovato asked if the driveway could be repaired or if it needs to be replaced. Steve said he isn't sure if the driveway is salvageable or not and asked Chair Fuller if he thinks it could be repaired. Chair Fuller said a repair would be complicated, so repaving the driveway would be the best option. Steve said he could have the development agreement state that the driveway be replaced.

John Baird, the applicant, said that he believes this project aligns with the City's goals. He stated that he had reviewed the development agreement with Steve Pastorik and is willing to meet the standards recommended by staff.

Commissioner Winters asked the applicant if he had any concerns with adding a garage or replacing the pavement for the driveway. Mr. Baird said he is okay with meeting all requirements from staff.

Motion: Commissioner Lovato motioned to approve Z-10-2022, with the modification to the fourth staff alternative to state the driveway be replaced.

Commissioner Winters seconded the motion.

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

Unanimously – Z-10-2022 – Approved

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with PSB Investments LLC.

SYNOPSIS:

This resolution authorizes a development agreement between the City and PSB Investments LLC to establish minimum standards for a subdivision at 3909 South 2200 West.

BACKGROUND:

John Baird has submitted a zone change application (Z-10-2022) on 0.52 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 the existing home lot, requires some maintenance/repair of the existing home and lot, requires a new, two-car garage for the existing home, and establishes standards for the new home.

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 PSB INVESTMENTS LLC FOR APPROXIMATELY 0.52 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3909 SOUTH 2200 WEST.

WHEREAS, PSB Investments LLC (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 PSB Investments LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 3909 South 2200 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 0.52 acres of real property located at approximately 3909 South 2200 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:	PSB Investments LLC 3923 South 500 East Millcreek, UT 84107
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 PSB Investments LLC, a Utah limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its members or articles of organization, and he or she acknowledged to me that said entity executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 15-34-304-026
BEG S 0°00'22" E 892.6 FT FR W 1/4 COR SEC 34, T 1S, R 1W, SLM; N 89°55'47" E 260 FT; S 99 FT; S 89°55'47" W 260 FT; N 0°00'22" W 99 FT TO BEGINNING LESS STREET. 0.52 ACRES M OR L.

EXHIBIT B

DEVELOPMENT STANDARDS

1. Curb, gutter, and sidewalk improvements shall be installed across the entire frontage of the property.
2. The existing driveway shall be replaced.
3. The wood portions of the exterior of the existing home shall be repainted.
4. All dead or weedy landscaping shall be replaced with landscaping that complies with City standards.
5. A new, two-car garage shall be built on the same lot as the existing home.
6. The lot for the existing home may have a reduced lot width of no less than 79’.
7. The new home shall meet the 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 AND AREAS.

(1) 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.

(2) 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. The minimum square footage of finished, above-ground, habitable floor space for homes without Basements shall be 2,500 square feet for ramblers and 3,500 square feet for two Story or multi-level homes, not including the garage.

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.

GARAGE REQUIRED.

A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' Side Yard setback adjacent to the garage and either the 2 car garage is side loaded or the Basement of the dwelling with at least a three-quarter Basement is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is Attached to the home and the garage door is facing the Street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

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.

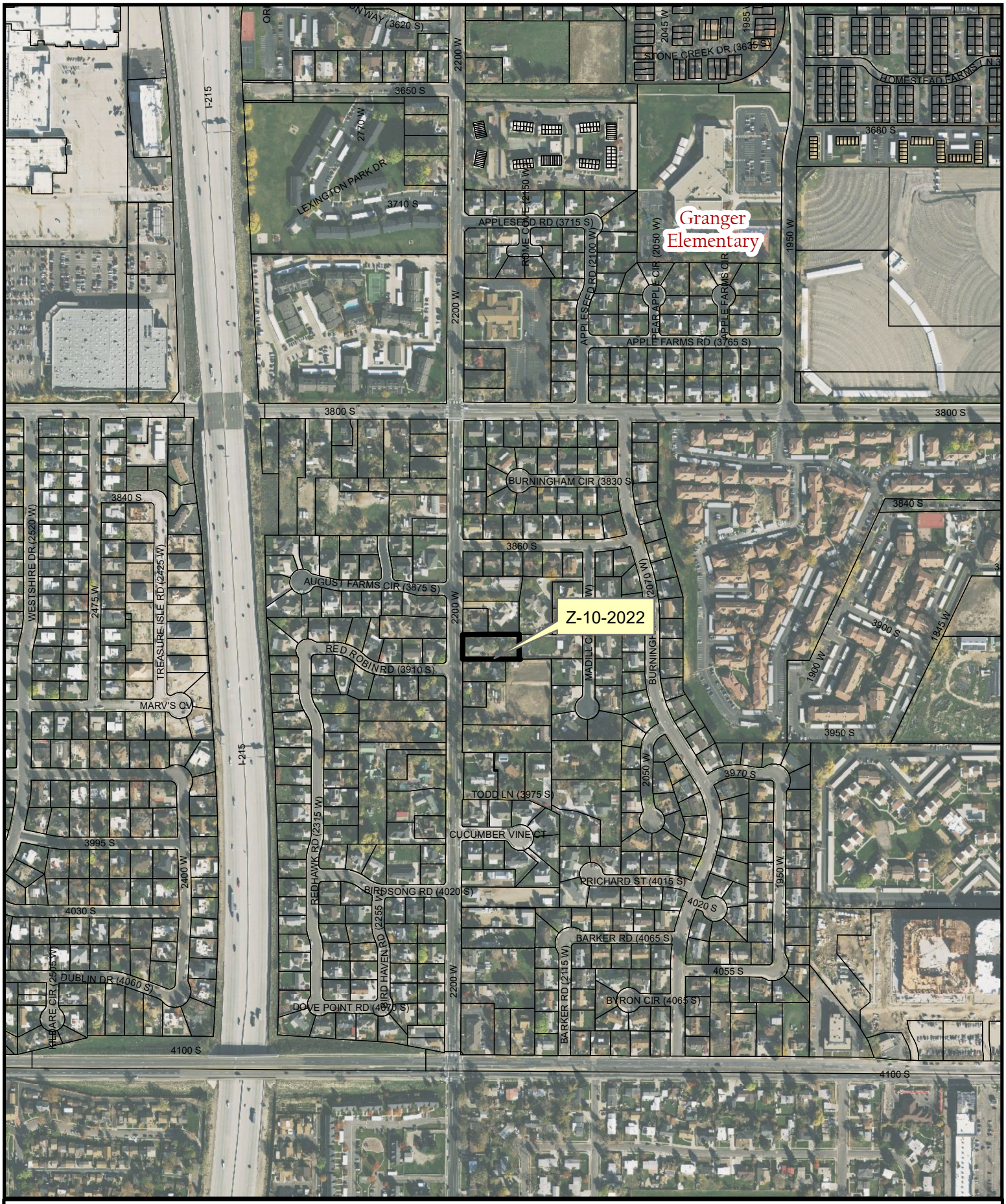
1. Roofing Treatments (must use at least one)	**Points**
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof 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.

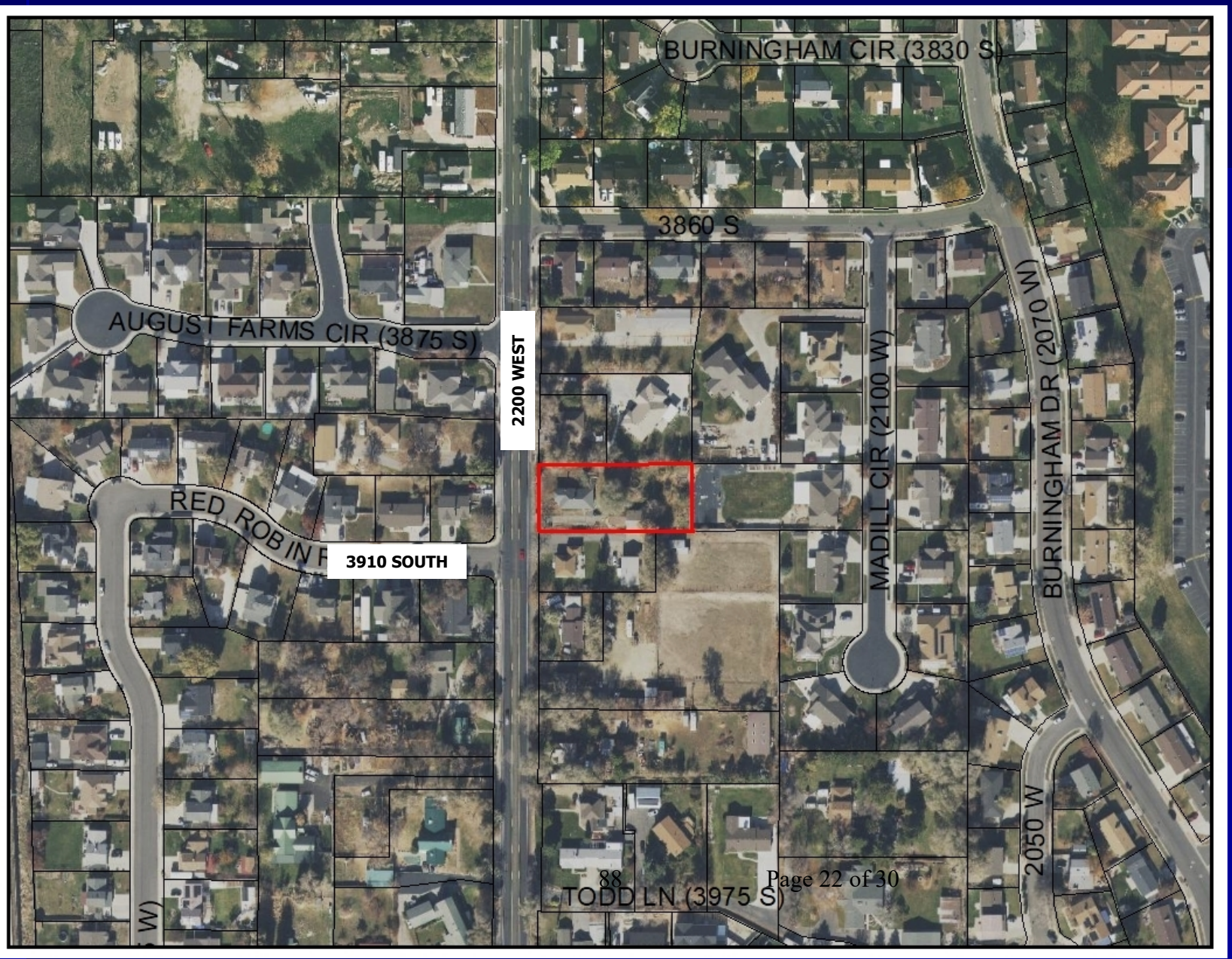
1. Relief Treatments	**Points**
A. At least one foundation jog that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	**Points**
A. 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-10-2022
John Baird
3909 South 2200 West

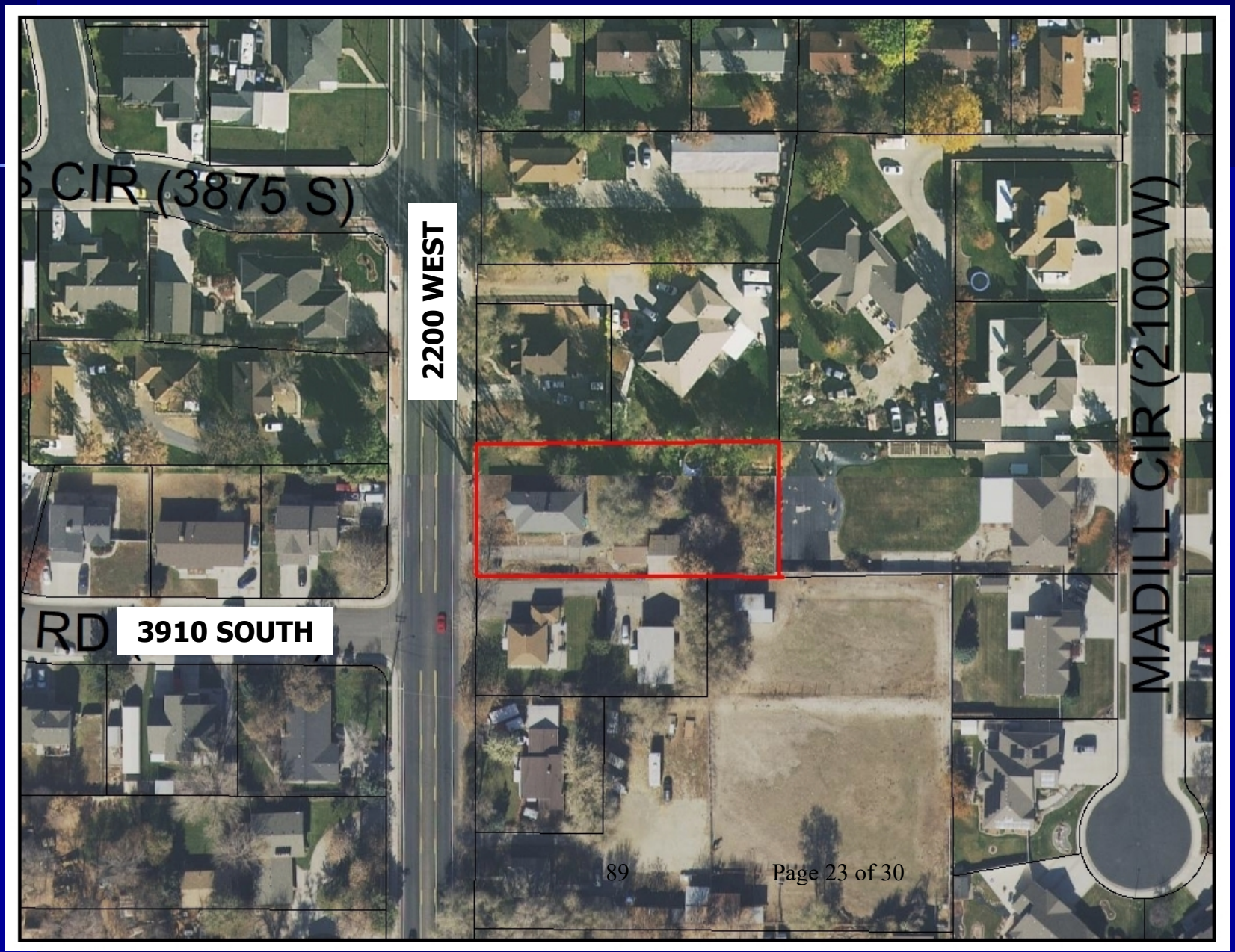
Z-10-2022

Petition by **JOHN BAIRD** 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). The property is located at 3909 South 2200 West on 0.52 acres. (Staff - **Steve Pastorik** at 801-963-3545 or steve.pastorik@wvc-ut.gov)



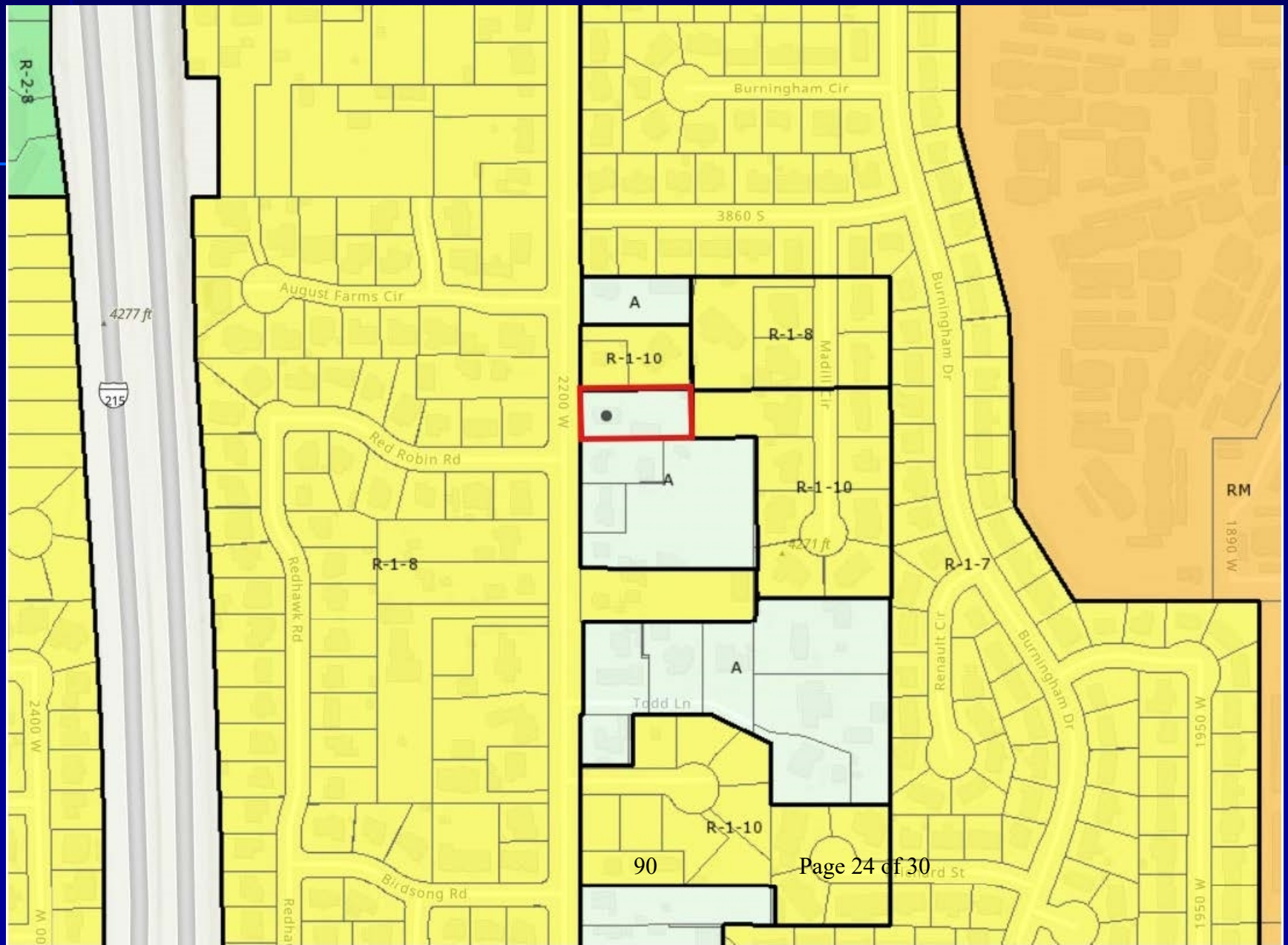
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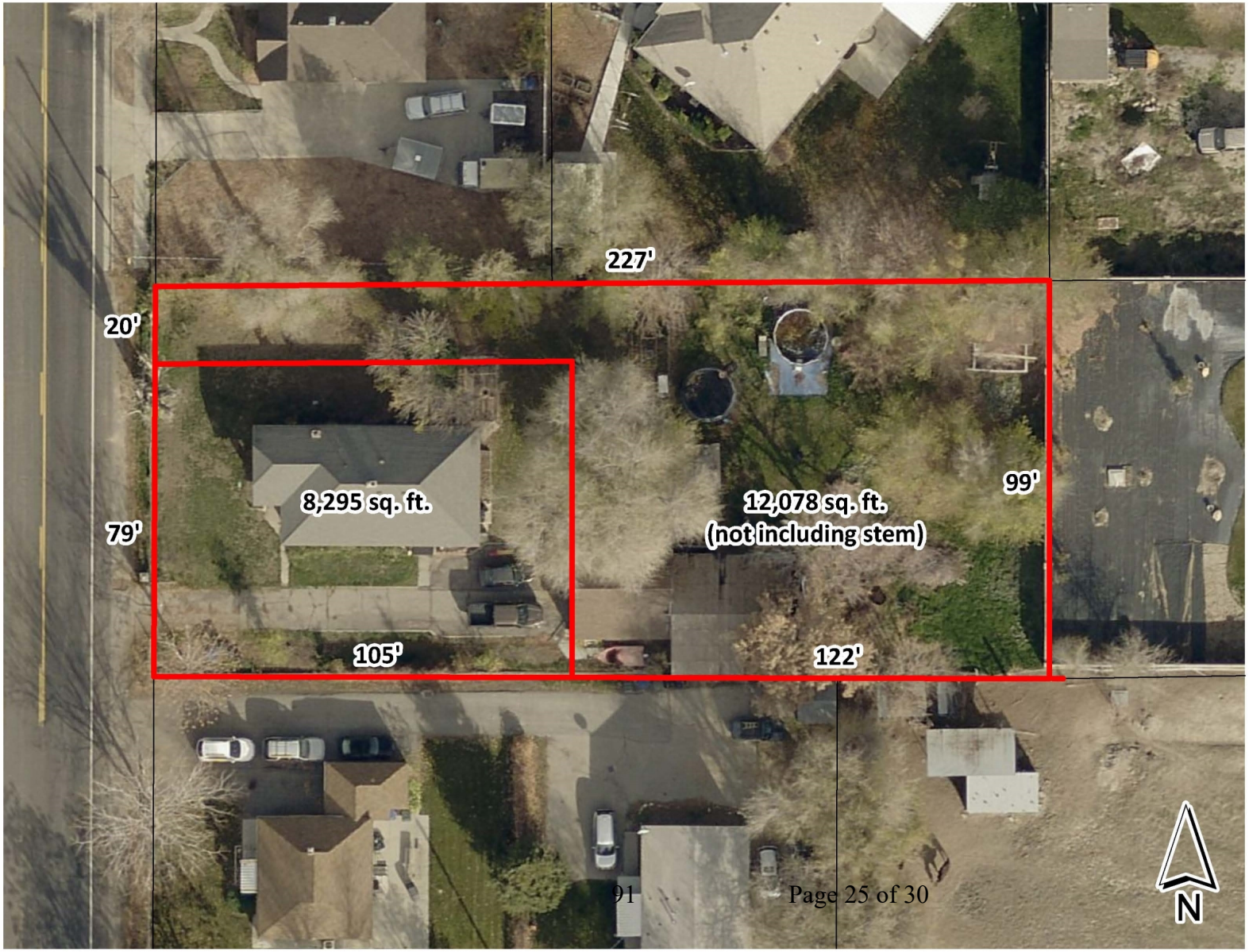
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Z-10-2022

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

Budget Opening Required: ☐

ISSUE:

A resolution authorizing an Olympic Venue Use Agreement between West Valley City and the Salt Lake City – Utah Committee for the Games (the Committee) that will allow the Committee exclusive use of the Maverik Center to host Olympic Men's and Women's Ice Hockey during the Olympic and Paralympic Winter Games of 2030 or the Olympic & Paralympic Winter Games of 2034.

SYNOPSIS:

The Committee is the organization working jointly with the Unites State Olympic and Paralympic Committee (USOPC) to bring the Olympic Winter Games to Utah in 2030 or 2034. The final bid and subsequent decision from the International Olympic Committee (IOC) are set for 2023 or later. The Venue Use Agreement between the City and the Committee provides the following:

- The Committee's exclusive use of the Maverik Center to host Olympic Men's and Women's Hockey during the Olympic and Paralympic Winter Games of 2030 or the Olympic and Paralympic Winter Games of 2034 (late January through late March of 2030 or 2034.
- The Committee will seek a Games period schedule that has the Arena hosting a minimum of two quarterfinals, both semifinals and the finals for Men's & Women's Olympic and Paralympic ice hockey.
- The Committee will pay a Use Fee of $4,000,000.00 to the City for the exclusive use of the venue during the 2030 Games. SLC-UCFTG will increase the fee to the City for 2034 Games using the actual inflationary increment of the US CPI index change from January 1, 2030 through December 31, 2033.
- The Committee will provide access to a Maverik Center luxury suite for the City's exclusive use throughout the Games at a price TBD.
- Upon the Olympic Winter Games of 2030 or 2034 being awarded to the Committee, the State has committed $10 million dollars in funds for improvements and renovations to Maverik Center.

BACKGROUND:

The Maverik Center was the host venue for the Olympic Men's and Women's Ice Hockey during the Olympic and Paralympic Winter Games of 2002.

RECOMMENDATION:

The WVC Director of Asset Optimization recommends approval.

SUBMITTED BY:

Andy Carroll, West Valley City Economic Optimization

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A VENUE USE AGREEMENT WITH THE SALT LAKE CITY – UTAH COMMITTEE FOR THE GAMES TO PERMIT THE USE OF THE MAVERIK CENTER AS AN OLYMPIC VENUE.

WHEREAS, the Salt Lake City – Utah Committee for the Games (the "Committee") is seeking to host the 2030 or 2034 Winter Olympic Games in Utah; and

WHEREAS, the Committee desires to use the Maverik Center as a venue for certain events at said Olympic Games; and

WHEREAS, the City is willing to allow the use of the Maverik Center as an Olympic venue; and

WHEREAS, a Venue Use Agreement (the "Agreement") has been prepared by and between the City and the Committee setting forth the terms on which the Maverik Center will be used; 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 said Agreement.

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Venue Use Agreement

Between

West Valley City

and

Salt Lake City – Utah Committee for the Games

August ___, 2022

VENUE USE AGREEMENT

THIS VENUE USE AGREEMENT (the *"Agreement")* is entered into as of ____ day of _____, 2022, between WEST VALLEY CITY, a Utah municipal corporation (the "*City"*), and the SALT LAKE CITY – UTAH COMMITTEE FOR THE GAMES, a Utah nonprofit corporation (the *"Committee").*

Recitals

A. The City and the Committee (collectively, the "Parties") agree and acknowledge that this Agreement relates to the Olympic and Paralympic Winter Games of 2030 or the Olympic and Paralympic Winter Games of 2034. The Parties also agree that they will amend or modify this Agreement to accommodate and effectuate the uses for the Maverik Arena and facilities contemplated by this Agreement depending on whether the Olympic and Paralympic Winter Games are awarded for 2030 or 2034.

B. The Committee is authorized to enter into this Agreement as a venue for ice hockey and para ice hockey competitions during the Olympic & Paralympic Games.

C. The City is willing to grant use of the Maverik Arena (the "Arena") to the Committee, upon the terms and subject to the conditions set forth in this Agreement.

D. The City and the Committee are committed to working with community partners to create a future Games that strives for diversity, equity, inclusion, and access to all; seek to deliver a net-zero waste and a climate-positive Games, and will jointly collaborate on efforts to have the Games be a catalyst for achieving major community initiatives.

Agreement

In consideration of the recitals listed above, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. Use Area and Description of the Arena. The Arena, as defined herein and shown in Exhibit A "Arena Site Plan" , shall contain an ice sheet measuring 85' x 200' (NHL Sized), suitable for playing Olympic and Paralympic men's and women's ice hockey, permanent seats, including luxury suites (the *"Luxury Suites")* seating, with clear (unobstructed) views of the entire ice sheet, Luxury Suites, permanent or temporary dressings rooms, and parking areas for temporary facilities and reserved parking in adjacent parking lots or structures. The term "Arena" shall also include all such facilities, equipment, parking, and associated properties, including without limitation, all data lines and other utilities associated therewith. In addition, the entire Arena, including all backstage areas and dressing rooms, will conform to the accessibility and other requirements of The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.) and other federal and state government accessibility standards in place at the time of the Games.*

2. Maintenance of the Arena. The City shall maintain the Arena, consistent with the industry standard for an arena of this size and use, and all associated facilities, properties, and equipment in clean, orderly, and first-class condition through the end of the Use Periods specified below.

3. Use of the Arena. The City hereby grants to the Committee the right to exclusive use of the entire Arena and all its facilities, equipment, and associated real property, including, without limitation, (a) all seating and viewing areas (including "club" seating), (b) the Luxury Suites (c) all concession areas, service corridors, storage space, (d) all public address systems, scoring equipment, ice surfacing (zamboni) equipment, furniture, scoreboards, video display and other audio-visual systems, lighting systems, telecommunications systems, wiring and conduits, security systems, and indoor and outdoor marquees, (e) all advertising opportunities in, on, and about the Arena, and (f) all associated parking areas and facilities (whether owned, controlled, or operated by the City or its licensees), upon the terms, for the time periods, and subject to the conditions set forth in this Agreement. The City grants to the Committee, without limitation, the right to sell, license, lease or grant permissive use of the Arena and facilities to any other person.

4. Use Periods. Subject to the terms and conditions of this Agreement, the City shall make the Arena available for use by the Committee and its licensees during, the following periods (together, the *"Use Periods"):*

4.1. **Exclusive Use Periods** - From January 28, 2030, through and including February 28, 2030 (the *"Olympic Winter Games Period');* and from March 1, 2030, through and including March 22, 2030 (the **"***Paralympic Winter Games Period"*).

or (at the election of the Committee)

From January 30, 2034, through and including February 28, 2034 (the *"Olympic Winter Games Period');* and from March 1, 2034, through and including March 24, 2034 (the **"***Paralympic Winter Games Period"*).

4.2.**Nonexclusive Use Periods.** The City hereby grants to the Committee access beyond the Exclusive Use periods, a nonexclusive right to have access to and to conduct activities and do work in the Venue Use areas starting May 1, 2029 through May 31, 2030 (for a 2030 Games) or May 1, 2033 through May 31, 2034 (for a 2034 Games) for the purpose of installing Games period facilities, supplementing the Use Areas and preparing for the Games. The Committee shall coordinate its activities in the Use Areas during the Nonexclusive Use Periods so that such activities do not unreasonably interfere with the City's normal activities and operations. Staging compounds to assist with the "load in" and "load out" are agreed to be detailed through an agreement amendment at a later date closer to the Games period, however shall not be subject to an increased use fee. Coordination between the Committee's Event General Manager and the City's Facility Manager will determine the size, timeframes, and details of these staging areas.

4.3.**Test Events –** It is commonplace for a proposed Games venue to host a minimum of one test event prior to the Games year. This allows the International Sport Federations, athletes, and Utah's eventual Organizing Committee (OCOG) to familiarize

themselves with the Games venue and address any items that need attention prior to the actual Games year. The City agrees to support the OCOG in hosting a minimum of one test event for which the base agreement fee covers any Use compensation to be paid to the City, and follows the "Services" reimbursement process as outlined in Section 8.

5. Permitted Uses. The Committee may use the Arena, and may authorize or license others to use the Arena, during the Use Periods for winter sport related competitions and team trainings, the moving in and out and the construction, erection, and staging of temporary facilities, security systems, lighting, sound systems, television and other broadcast equipment, scoring, video display and other equipment, fixtures, and facilities necessary or appropriate for the staging and broadcast of such events and competitions, and related purposes. The Committee and its licensees may use parking areas for compound space, staging areas, temporary buildings, tents, etc., in addition to or in lieu of the parking of vehicles.

6. Access to the Arena. The City acknowledges that the Committee and its agents, contractors, licensees, and invitees may need access to the Arena prior to the Olympic Winter Games Period and the Paralympic Winter Games Period to inspect the Arena, develop venue and operational plans, perform inspections or tours, and to design and install utilities, equipment, and fixtures necessary to host and broadcast the Games. The City will grant the Committee and its agents, contractors, licensees and invitees access to the Arena during this non-exclusive use period upon reasonable notice and at no cost to the Committee, and will cooperate with the Committee and its licensees to permit such inspections, planning, design, and installation work to occur on a timely basis.

7. Use Fee.

7.1. Amount of Use Fee for 2030. Subject to the terms and conditions of this Agreement, on April 30, 2030, the Committee shall pay to the City $4,000,000, as consideration for use of the Arena and the services to be provided hereunder (the "*Use Fee*"). The Use Fee amount shall be reduced by any in kind contributions provided for in paragraph 7.3 or through provision of goods and services provided for in paragraph 7.4.

7.2. Amount of Use Fee for 2034. Subject to the terms and conditions of this Agreement, on April 30, 2034, the Committee shall pay to the City $4,000,000 plus the actual inflationary increment of the US CPI index change from January 1 2030 through December 31, 2033, as consideration for use of the Arena and the services to be provided hereunder (the "*Use Fee*"). The Use Fee amount shall be reduced by any in kind contributions provided for in paragraph 7.3 or through provision of goods and services provided for in paragraph 7.4.

7.3. In-Kind Contribution. The Organizing Committee and the City may agree to an in-kind contribution by one of the Committee's sponsors; provided that the in kind contribution shall be valued at an amount determined by the Committee, the City, and the sponsor in good faith. The City shall cooperate with the Committee in good faith to identify opportunities of in-kind contributions.

7.4. Contribution of Goods or Services. The Committee and the City may agree to reductions in Use Fee through contributions of goods or services (such as improvements, repairs,

etc.) provided by the Committee. These goods or services shall be valued at an amount to be determined by the Committee and the City in good faith.

8. Venue Owner Services and Venue Specific Conditions.

8.1. Services Provided by the City at No Additional Charge. The City and Manager shall, during the Use Periods, furnish, without cost to the Committee or its agents, contractors, licensees or guests, normal heat and air conditioning, power, UPS, and generators, lighting and building control systems, NHL sized ice surface (including use of ice resurfacing (Zamboni) equipment), restroom facilities, janitorial services, normal police services, normal Arena management and supervisory staff services, assistance with marketing partner rights protection and anti-ambush activities, and utilities (including electrical power). Use of all technological equipment serving the Venue, including, but not limited to, all existing public scoreboards, video boards, public address systems, WiFi equipment, access control and security surveillance systems, rigging, cabling conduits, fiber optic cabling, data cables, cable routes, and active control equipment and spaces and use of all then-existing Arena systems and equipment necessary and appropriate to operate the Arena and to stage and host the contemplated events at the Arena but excluding any computer systems and other equipment necessary for the ordinary operation of the Venue and its business.

Utilization of Venue Personnel The Committee and the City desire to utilize existing staff of the Venue during the Use periods. Exhibit B "Maverik Arena Staff Involved in Event Roles" lists the specific job titles and descriptions of those identified staff. The Committee and eventual Organizing Committee will coordinate with the City on specific Test Event and Games period roles of the existing full-time and part-time staff. The Committee's payment for such use of personnel associated with running the Venue are included in the Use Fee The Committee shall reimburse the City or the Arena manager for any incremental direct costs of personnel beyond what is identified in Exhibit B. The identified job titles in Exhibit B are subject to minor, non material changes in actual job title wording. All Arena personnel shall at all times be considered employees of the City or the Arena manager and the Committee shall not be obligated to make direct payments to such personnel or be obligated to withhold or make payments, in their behalf, to any government agencies. The City will handle all Arena staff payments including regular wages, overtime wages, FICA, unemployment insurance, workers' compensation insurance, disability insurance, Medicare, and the prorated cost of benefits, such as health insurance and retirement. Personnel engaged in the Committee's operations shall be subject to performance standards and successfully complete any required training.

8.2. Right to Supplement Facilities. The Committee shall have the right during the Use Periods, at its cost and expense and using personnel, contractors, and vendors of its choosing, to (a) supplement lighting in the Arena, (b) construct or erect decorations, camera platforms, sets, scoreboards, scoring and judging areas and displays, video displays, staging areas, interview areas, and other equipment, fixtures, and facilities necessary or appropriate for the staging of permitted events during the Use Periods, and (c) install security systems, fencing, electrical power (including utility power, technical power, backup power, uninterrupted power, redundant mains, and redundant emergency generators), and telephone, facsimile, and other telecommunications and utility services. The City shall provide, or cause the Arena manager to provide, when requested, at the Committee's expense, supplemental heating and air conditioning

or supplemental lighting at hours or levels in excess of the normal heating and air conditioning provided pursuant to paragraph 9.1 hereof.

8.3. **Venue Specific Conditions**

a. Existing Facility Equipment not used in Use Periods – The City agrees to relocate and store at their cost any existing facility equipment that is not used for the Games and would hinder the Committee's utilization of the Use area. The Committee and City's representatives will work amicably to make such determinations and memorialize in an Agreement Amendment closer to the Games year.

b. Suite Access by the City during Use Periods – The Committee will make available, at a cost still yet to be determined, (1) Luxury Suite for use by the City during days and times negotiated in a date closer to the actual Games.

c. Commitment on Games Schedule – Contingent on IOC, IPC and the International Hockey Federation (IIHF) agreement, the Committee will seek a Games period schedule that has the Arena hosting a minimum of two quarterfinals, both semifinals and the finals for Men's & Women's Olympic and Paralympic ice hockey.

9. Signage. The City acknowledges that the Olympic Charter, the IPC Handbook, and the Olympic Host Contract require that all commercial identifications, logos, signage, corporate color schemes, and displays of every kind at Games venues be removed or covered during the Games. The City shall cooperate, and shall cause the Arena manager and all other contractors, agents, and licensees to cooperate with the Committee in complying with the Charter, such regulations, and the Olympic Host Contract, and shall deliver the Arena free and unencumbered of all such signage and displays. It further permits the Committee to remove or cover all such signage and displays in, on, or about the Arena (including without limitation, on the outside of the Arena building, on all seating, on all equipment, in all parking and concession areas, and in or on the ice surface in the Arena) during the Use Periods. The Committee shall have the right during the Use Periods to erect or install, or sell the right to erect and install, any signage, displays, or other forms of advertising. The City also grants the option to the Committee to acquire any existing or later developed outdoor advertising space at the Arena for its exclusive use during the Use Periods on terms mutually acceptable to the City and the Committee.

10. Tickets and Hospitality.

10.1. Sale of Tickets and Hospitality. The Committee shall have the exclusive right to market, sell, and otherwise distribute (directly or through authorized agents or licensees) tickets and hospitality services to all events (including competitions and practices) organized or staged by the Committee during the Use Periods, and shall be entitled to all proceeds therefrom. Without limiting the foregoing, the Committee shall have the right during the Use Period to exclusive use of, and to sell tickets for use of, all club seats and all Luxury Suites in the Arena.

10.2. No Ticket, Parking, or Similar Taxes. The City shall not impose or charge any tax or fee on (a) tickets marketed and sold by the Committee (directly or through authorized agents or licensees) to events organized or staged in the Arena by the Committee during the Use Periods, (b) goods or services such as merchandise, food and beverage, hospitality services

provided by the Committee or (c) the parking of cars by patrons or others using the Arena parking facilities in connection with such events and permitted uses.

11. Concessions.

11.1. Exclusive Use of Marketing Partner Products. The Committee shall have the rights to exclusively use products and services of Olympic and Paralympic marketing partners at the Arena during the Use Periods and rebrand existing products and services to the extent necessary to respect the rights granted to Olympic and Paralympic sponsors. This includes, but is not limited to, payment systems, food and beverages, audio-visual equipment, and timing, scoring and results systems.

11.2. Exclusive Right to Sell Food and Beverage. The Committee shall (a) have the exclusive right to specify the food and beverage that may be sold in the Arena during the Use Periods, (b) have the exclusive right to sell, or to grant the right to sell, food and beverages, including alcoholic beverages subject to state and local laws, in and about the Arena during the Use Periods, and (c) be entitled to retain all proceeds therefrom. The Committee shall not be obligated to use any catering services licensed by, or any food or beverage specified or licensed by, the City or any Arena manager.

11.3. Operation of Food and Beverage Concession Areas. The City shall, and shall cause any Arena manager to, make all concession stands, areas, and facilities, including associated food preparation and dispensing areas and equipment, available to the Committee for the Committee's and its licensees' exclusive use during the Use Periods. The Committee will facilitate discussions with Games Sponsors and Contractors involved with Games-wide Concession Services to determine whether possible separate agreements could be done to possibly utilize existing concession staff.

11.4. Souvenir Sales. The Committee shall have the exclusive right to sell or give away souvenirs, novelties, and merchandise of all kinds (including, without limitation, apparel, keepsakes, publications, and similar items) at the Arena during the Use Periods and shall be entitled to all proceeds therefrom. The Committee shall not be obligated to use any merchandise or retail services licensed by the City or any Arena manager.

11.5. Photography and Broadcast Rights. The Committee shall have the exclusive right to arrange, conduct, sell, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities upon, in, and about the Arena during the Use Periods. The Committee shall control and own all intellectual property rights to all audio-visual productions, sound recordings and broadcasts generated during the Use Periods, including digital or analog radio and all terrestrial, satellite, cable, pay television, pay per view, video on demand, near video on demand or subscription video on demand rights on either digital or analog television and all streaming, hyperlink or text rights on either the Internet or through mobile telephony) and the exclusive rights to sub-license any such audio-visual productions, sound recordings and broadcasting rights to any third party.

11.6. Venue Imagery. The Arena grants the rights to the Committee to make audio or audio-visual recordings of the Arena and its facilities during the Use Periods and may

depict the Arena or Facility in broadcasts and in all other materials and media, including in electronic games. The Committee and its authorized third parties shall have an exclusive license to use the Arena's facility design assets (architectural plans, CAD drawings, 3D models, photographs (including without limitation 3D photographs and aerial shots, footage, plans of lighting and camera positions, broadcasting platforms, press boxes, medal podiums and scoreboards, seating bowls and field of play designs), etc.

11.7. Sponsorships. The Committee, the International Olympic Committee (IOC), and the International Paralympic Committee (IPC) shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the events staged or conducted by the Committee in the Arena, including, without limitation, the Games and the Paralympic Games, and test event(s) leading up to the Games.

12. Security. The City acknowledges and agrees that the Committee's security program will limit access to portions of the Arena during the Use Periods to persons holding authorized credential documents issued by the Committee. The City shall cooperate, and cause the City police, the Arena manager, their agents, and licensees and their agents and licensees' respective employees to cooperate with the Committee in connection with such security program and to comply with all security measures in operation. Permitted access will be based on a background search of each individual and any other reasonable security-related procedures required for any type of accreditation or credential documents. The Committee has the right during the Use Periods to deny access to or exclude or eject from the Arena and its facilities any person who fails to meet the criteria it establishes or fails to comply with all security, accreditation and confidentiality procedures, policies and requirements. The Committee may employ lawful security measures during the Use Periods, including conducting searches of spectators, employees, contractors and invitees entering the Arena for illegal objects or prohibited and conducting searches of any person, vehicle, package, container or equipment entering the Arena. The City also acknowledges that its personnel entering during User Periods may be recorded on CCTV systems in operation at any time.

13. Indemnifications

13.1. The Committee's Indemnity. The Committee shall jointly and severally indemnify, save, and hold harmless the City and the City's directors, officers, agents, shareholders, and employees from and against any and all costs, losses, liabilities, damages, lawsuits, claims, and expenses arising out of third-party claims, including, without limitation, court costs, reasonable attorneys' fees and disbursements, and all amounts paid in investigation, defense, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from (a) a material breach of any of the Committee's obligations under this Agreement, (b) any act, omission, negligence, fault, or violation of law or ordinance by the Organizing Committee, or its trustees, officers, employees, or agents, other than actions which it or they are entitled to take under this Agreement, or (c) the enforcement of this indemnification obligation. The Committee's indemnification obligations under this paragraph 13.1 shall survive the termination of this Agreement.

13.2. The City's and Arena Manager's Indemnity. The City shall, and shall cause any Arena manager to, indemnify, save, and hold harmless the Committee and its trustees,

officers, agents, and employees from and against any and all costs, losses, liabilities, damages, lawsuits, claims, and expenses arising out of third-party claims, including, without limitation, court costs, reasonable attorneys' fees and disbursements, and all amounts paid in investigation, defense, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from (a) a material breach of any of the City's obligations under this Agreement, (b) any act, omission, negligence, fault, or violation of law or ordinance by the City, the Arena manager, or their directors, officers, employees, or agents, other than actions which it or they are entitled to take under this Agreement, or (c) the enforcement of this indemnification obligation. The City's indemnification obligations under this paragraph 13.2 shall survive the termination of this Agreement.

14. Insurance. Both the Committee and the City shall, or the City shall cause any Arena manager to, obtain and maintain in force throughout the Use Periods the following insurance, with the Committee named as an additional insured during the Use Periods:

a. Workers compensation insurance as required by law,

b. Employer's liability insurance with limits of not less than Ten Million Dollars ($10,000,000) each occurrence, and

c. Comprehensive general liability insurance with limits of not less than Ten Million Dollars ($10,000,000) each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury.

d. Property insurance coverage for the Arena and its facilities in an amount satisfactory to cover the full replacement cost of the Anrea

Certificates of insurance shall be appended to this agreement and further provided by the City upon request.

15. Termination. The Committee shall have the right, in its discretion, to terminate this Agreement and all of its obligations without penalty or liability hereunder (including, without limitation, the obligation to pay the Use Fee) if any of the following occur: (1) a force majeure event as defined herein; (2) the IOC does not award or withdraws the Committee's right to host the Olympic and Paralympic Winter Games for 2030 or 2034or (3) for any reason until September 30 immediately prior to the year the Games will be held without penalty. Such termination shall be provided by written notice to the City and will be immediately effective. Should the Games be cancelled following a Venue "Test Event" covered per Section 4.3, the Committee agrees to pay the City a calculated fee of any direct incremental costs above a normal building operational baseline not already paid for by the Committee.

16. Force Majeure. The following are defined as force majeure events: acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism or political violence within the United States; sabotage; strikes; epidemics; pandemics or other public health emergencies; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material,

equipment or transportation, or any other event that makes economically unfeasible to use the Venue as set forth in this Agreement.

17. No License to Olympic or Paralympic-Related or Committee Marks and Support for Rights Protection Efforts.

17.1. Olympic Related Marks and Terminology. The City shall respect the terms of the Olympic Charter throughout the duration of this agreement. No license or right to the use of any of the Olympic symbols, emblems, marks, or terminology, including, without limitation, (a) the words "Olympic" or "Olympiad," and (b) the symbol of the IOC consisting of five interlocking rings, is granted to the City by this Agreement. The City explicitly recognizes and acknowledges that the use of Olympic-related symbols, emblems, marks, and terminology is restricted by Title 36 U.S. Code Section 180, and may be used only with the prior written permission of the United Stated Olympic and Paralympic Committee (USOPC). The City and the Arena manager must cooperate with the Committee and use reasonable best efforts to oppose or prohibit any intentional or unintentional attempt by a third party to create a false or unauthorized commercial association with the Olympic Movement or the Games.

17.2. Paralympic Related Marks and Terminology. The City shall respect the terms of the IPC Handbook throughout the duration of this agreement. No license or right to the use of any of the Paralympic symbols, emblems, marks, or terminology, including, without limitation, (a) the word "Paralympic" and (b) the symbol of the IPC consisting of three agitos, is granted to the City by this Agreement. The City explicitly recognizes and acknowledges that the use of Paralympic related symbols, emblems, marks, and terminology is restricted by Title 36 U.S. Code Section 180, and may be used only with the prior written permission of the USOPC. The City and the Arena manager must cooperate with the Committee and use reasonable best efforts to oppose or prohibit any intentional or unintentional attempt by a third party to create a false or unauthorized commercial association with the Paralympic Movement or the Games.

17.3. Committee's Marks and Other Intellectual Property. No license or right to any present or future trademarks, service marks, copyrighted works, or other intellectual property of the Committee is granted to the City by this Agreement. The City explicitly recognizes and acknowledges that the use of the Committee's marks, logos, trademarks, service marks, copyrighted material, and other intellectual property (including any logo, sport pictograms, and mascot) is protected by state and federal trademark, copyright, and other laws, and may be used only with the prior written permission of the Committee.

17.4. No Advertising. The City shall not, directly or through any Arena manager, advertise or incorporate into its marketing efforts or materials any notice or statement to the effect that pre-Games, Games, or Paralympic Games events are to be held at the Arena, or that the Committee, the USOPC, the IOC, or the IPC has endorsed the City, the Arena manager, or the Arena without the Committee's permission. The City shall ensure that third parties that supply goods or services to the Arena also comply with these restrictions.

17.5. Venue Marks. The use of any new marks, including trademarks, insignia, logos or emblems related to the Arena and its association with the Olympic or Paralympic Winter

Games shall be defined by the Committee and approved by the IOC. The City may not create, publish, display, alter, distribute or otherwise use the Venue Marks or assign the exclusive rights to the Venue Marks to any third parties, or conclude any licensing agreements pertaining to the Venue Marks. The exclusive right to create, publish, display, distribute or use the Venue Marks shall belong to the Committee from the date this agreement comes into force until the end of the Paralympic Winter Games. The rights to use existing non-commercial Venue Marks created by the City prior to the signing of this agreement will be transferred by the City to the Committee free of charge upon the Committee's written request.

17.6. Venue Naming. The Committee shall have exclusive control of naming rights to the Arena during the Use Periods, including but not limited to, the right to rebrand or cover existing signage. The City shall comply with the IOC's requirements related to naming rights, including rules related to the treatment of non-commercial names, names of individuals, and commercial or corporate names and trademarks.

17.7. Rights Protection Assistance. From the date this agreement comes into force through the end of the Paralympic Winter Games Use Periods, the City shall assist the Committee to combat attempts at ambush marketing by advertisers at the Arena who are not Olympic or Paralympic marketing partners but develop advertisements for use at the Arena that may implicity suggest that they are affiliated with the Olympic or Paralympic Winter Games.

18. Representations and Warranties.

18.1. Representations and Warranties of the Committee. The Committee hereby represents, warrants, and shall provide a certification, if needed, for the purpose of obtaining 501(c)(3) financing, that (a) the Committee is a qualified 501(c)(3) corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, (b) the Committee has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by the Committee and the performance by the Committee of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by the Committee and is a valid and binding obligation of the Committee, enforceable against the Committee in accordance with its terms, and (e) all proceeds derived from the use of the Arena by the Committee shall be used only in furtherance of its 501(c)(3) activities.

18.2. Successor Entities. The City and Committee acknowledge that the Committee may assign its rights and obligations under this Agreement to a successor entity, if necessary, and that the Committee will ensure that all of the representations and warranties set forth in Paragraph 18.1 apply to any such successor entity.

18.3. Representations and Warranties of the City. The City hereby represents and warrants to the Committee that (a) the City is a municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, (b) the City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by the City and the performance by the City of its obligations hereunder have been duly authorized by all necessary action, and (d) this Agreement has been duly

executed and delivered by the City and is a valid and binding obligation of the City, enforceable against the City in accordance with its terms.

19. Covenant Not to Sue Unrelated Parties. The City acknowledges that none of Salt Lake City, the State of Utah, the USOPC, the Committee and the USOPC's joint marketing entity, the IOC, the IPC, or any director, officer, employee, agent, or volunteer of the foregoing entities or of the Committee (an *"Unrelated Party")* shall incur any financial responsibility or liability in connection with this Agreement or any subsequent agreement entered into between the City and the Committee relating to the subject matter hereof. Without limiting the foregoing, for purposes of any obligation owing to the City in connection with this Agreement (including Rent), the Committee shall not be deemed to be a partner, joint venturer, agent, or instrumentality of any Unrelated Party. The City covenants and agrees that as its sole and exclusive remedy for any claims, demands, actions, suits, or other proceedings under this Agreement, it shall have recourse only to the assets of the Committee and not to the assets of any Unrelated Party or any other affiliates of Committee. The City, for itself and its heirs, legatees, administrators, executors, successors, agents, and assigns, agrees and covenants to refrain from bringing, or causing, to be brought any claims, demands, action, suits, or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board, or other body, against any Unrelated Party, individually or in any combination thereof, on account of any and all rights, demands, damages, claims, actions, causes of action, duties, or breaches of duty (collectively, *"causes of action"*) known or unknown, existing, pending, accrued or unaccrued, which the City has, claims to have, or may have to the extent any such cause of action arises from this Agreement.

20. Miscellaneous.

20.1. Governing Law. This Agreement shall be construed in accordance with and be governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws. The City and the Committee also agree that any dispute related to this Agreement must be brought solely and exclusively in Third District Court, Salt Lake County, State of Utah.

20.2. Informal Dispute Resolution. The Parties agree to work in good faith to address any disputes through prompt and direct negotiations. If the parties cannot resolve their dispute through direct negotiation, the Parties agree that they will seek the services of a trained mediator licensed to practice law in the State of Utah prior to commencing any action in Third District Court, Salt Lake County, State of Utah. Either Party may invoke this paragraph for mediation by written notice to the other Party. The mediation shall take place in the State of Utah within 30 days of issuance of the written notice.

20.3. Assignment and Delegation. Except as provided in paragraph 18.2, the City may not assign or in any manner transfer the benefits of this Agreement or assign its obligations under this Agreement, except that the City may engage a third party to manage and operate the Arena and/or the associated parking areas. The City shall require and cause any manager of the Arena or such parking areas to expressly assume and agree, by written agreement in form and substance reasonably satisfactory to the Committee, to perform this Agreement in the same manner and to the same extent that the City would be required to perform if no such manager had been retained. Subject to the foregoing limitation, this Agreement shall be binding upon and

to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

20.4. Entire Agreement. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein. The parties may not amend, modify, or cancel this Agreement except by a written agreement signed by both parties.

20.5. No Consequential Damages. The Parties agree that, in the event of any breach, cancelation or termination of this Agreement for any reason, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

20.6. Specific Performance for Committee. The Parties agree that irreparable damage would occur to the Committee if any of the provisions of this Agreement are not performed by City in accordance with the terms herein or were otherwise breached. In that regard, the Committee shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically the provisions of this Agreement (without any requirement to post any bond or other security in connection with seeking such relief). The Parties also agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of the covenants in this Agreement.

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

WEST VALLEY CITY

_____
Mayor

Approved as to form 8/10/2022
Brandon Hill

ATTEST:

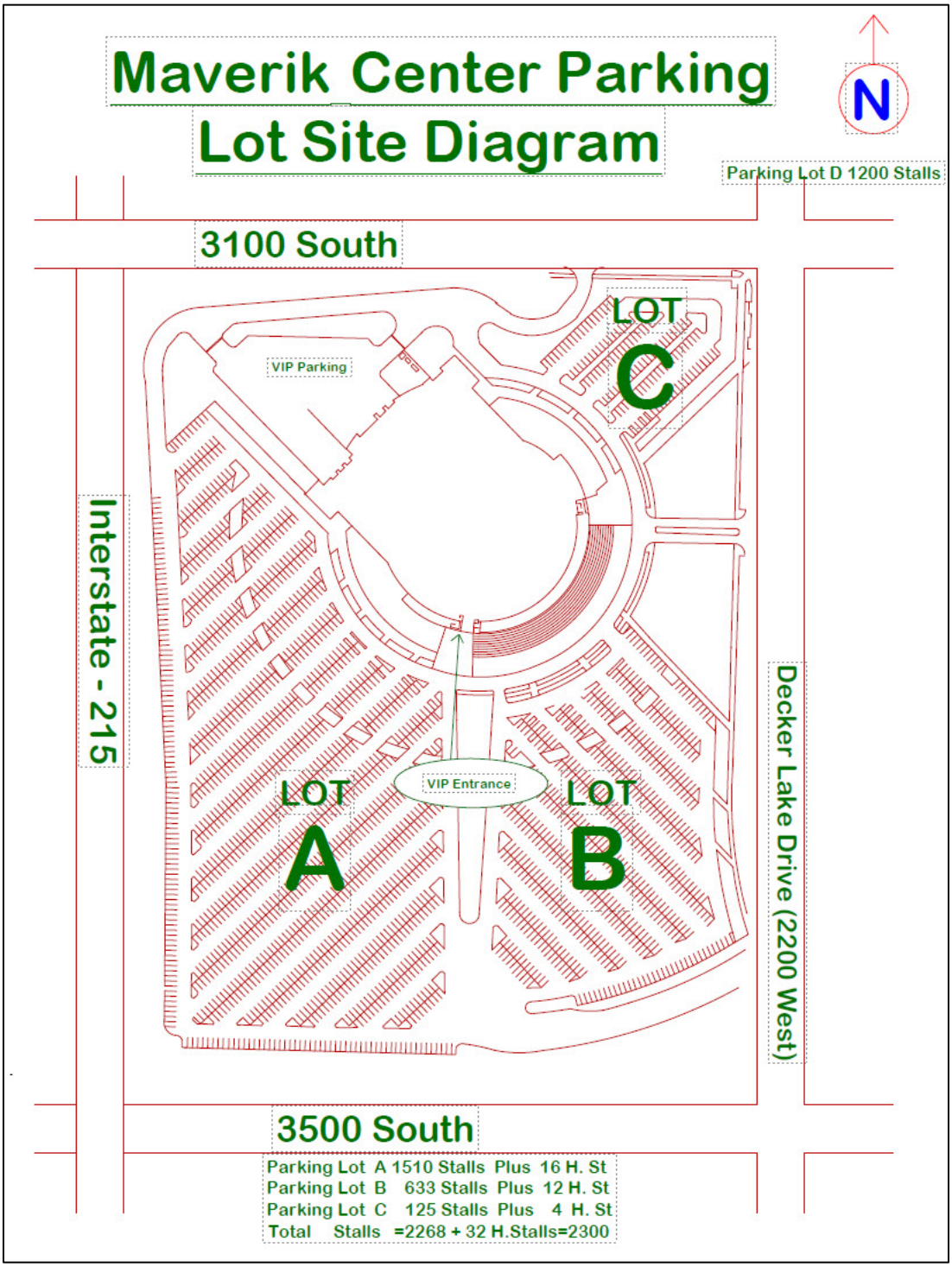
_____
_____, City Recorder

SALT LAKE – UTAH COMMITTEE FOR THE GAMES

By:_____

Title:_____

Exhibit A
Maverik Center Use Area



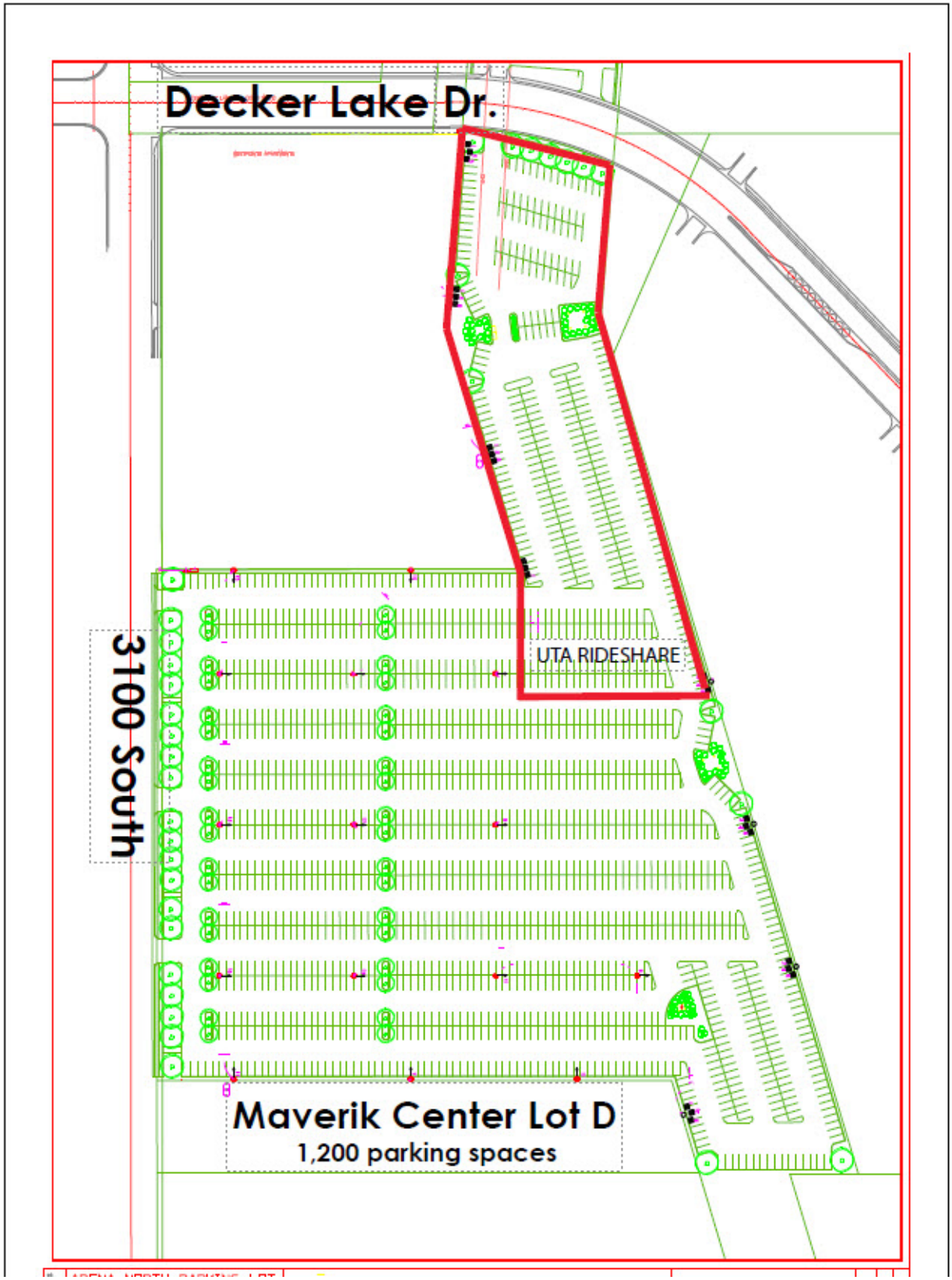

Decker Lake Dr.
3100 South
UTA RIDESHARE
Maverik Center Lot D
1,200 parking spaces

Exhibit B
Maverik Arena Staff Involved in Event Roles

Full Time:

General Manager - The General Manager is the primary individual responsible for the direction for the planning, administration, and operational management for the facility, its physical plant facilities and equipment, finances and personnel.

Assistant General Manager - Directly oversees Event Services and assists GM in all matters of operating the facility

Controller- This position is responsible for all financial activity of the venue including financial management and control, accounting, internal auditing, purchasing, payroll, and other financial duties.

Operations Director - This position will organize logistics associated with the day-to-day operations and maintenance of the venue. The Director of Operations will oversee operations staff, long term planning, and annual project planning.

Operations Managers - These positions provide direct supervision of operations and engineering crew functions, including event set-up and production as well as the daily rink maintenance. These positions will be responsible for maintaining the overall cleanliness and appearance of the Center.

Marketing Director - This position oversees the planning and implementation of the marketing campaigns for all special events. This position will also oversee an in-house ad agency to act on behalf of the facility.

Director of Ticketing - This position will manage the sale of tickets and train staff to work directly with customers. This position is also responsible for financial report functions, monitoring, and reconciling data. They must be able to think strategically and manage box office staff through effective leadership and clear communications.

Ticketing Manager: Responsible for Box Office operations and assisting the director of ticketing.

Director of Merchandising: Sell Merchandise for events in coordination with show personnel.

Event Services Manager - This position controls and monitors the customer contact aspect of the venue by planning, monitoring, directing, delegating, controlling and managing the event coordination.

Chief Engineer - To maintain the arena facility in an efficient operational manner while controlling and monitoring all building systems.

Part Time

Custodial Worker This position assists the Operations Manager in the general will be responsible for maintaining the overall cleanliness and appearance of the E Center.

Event Supervisors (6): Assist the Event Services Manager in supervising, all front of house part-time event staff (i.e.. ticket taker supervisors, ticket takers, usher supervisors, ushers).

Ushers and Ticket takers: welcome guests and direct them to their seats

Door and Security Guards: Responsible for checking credentials and ensuring guests and workers only access designated areas corresponding to ticket or credential.

Ticket Sellers: Sell tickets and resolve any customer related ticketing issues.

These job titles may see slight wording changes, but nothing materially will change in their availability for Event use. Use of these Maverik Arena staff are included in the Use Fee compensation and may see adjustments by mutual agreement between the Committee's Event General Manager and the Maverik Center's General Manager.

Item:
Fiscal Impact: $1,000,000
Funding Source: RDA
Account #: 22-6071-40310-00000-0000
Budget Opening Required: ☐

ISSUE:

This resolution approves a $1,000,000.00 revolving line of credit from the WVC RDA to the City for exclusive use to promote or co-promote live shows and events at Maverik Center.

SYNOPSIS:

Programming at the Maverik Center is a critical component to driving increased economic growth at the venue. In order for the city to optimize revenue and sustainable revenue growth, it needs the increased ability to procure programming and promote or co-promote shows independently.

Standard industry practice is for promoters to pay the performer a deposit (generally 50% of projected ticket sales, but it varies) upon execution of the agreement to secure the date. Upon the performance occurring, the event gross revenue is reconciled, and the funds replenished. This line of credit will solely be used to secure the artist's deposits. These standard deposits are low risk, as it is rare that a performer will sell less than 50% of projected ticket sales - when the aggregate of deposits is pooled together amongst numerous shows, the risk is further mitigated.

BACKGROUND:

Presently, the City (through Centennial Management) participates in promotion or co-promotion on a limited basis using the annual operating budget. This $1,000,000.00 loan from the WVC RDA will provide the City the opportunity to significantly increase revenue, economic impact, and programming by immediately increasing the ability to procure shows and events at the venue more competitively and with more frequency.

RECOMMENDATION:

The WVC RDA Administrator recommends approval.

SUBMITTED BY:

Mark Nord, West Valley City Redevelopment Agency.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A LOAN FROM THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, APPROVING INTERAREA LOANS, AND AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE.

WHEREAS, Section 17C-1-409 authorizes community reinvestment agencies to expend funds for development within a project area; and

WHEREAS, the Redevelopment Agency of West Valley City (the "Agency") is willing to lend certain funds in accordance with state law to the City to facilitate development within the Multipurpose Center Project Area; and

WHEREAS, the City is willing to accept said loan and projections for funds are sufficient to repay said loan; and

WHEREAS, a Promissory Note has been prepared by and between the Agency and the City setting forth the terms on which the loan shall be extended, and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of West Valley City to accept said loan and execute said Promissory Note.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is authorized to accept a loan from the Agency on the terms set forth in the Promissory Note and that the Mayor is authorized to execute said Promissory Note for and on behalf of the City.

BE IT FURTHER RESOLVED that the Agency is authorized to loan an amount not to exceed $1,000,000 from other Agency project areas to the Multipurpose Center Project Area.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROMISSORY NOTE
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

For an amount not to exceed $1,000,000.00 Date:_____

FOR VALUE RECEIVED, the Redevelopment Agency of West Valley City promises to lend an amount not to exceed $1,000,000.00 (the "Loan") to West Valley City on the following terms:

1. The Loan shall be interest-free. The Loan shall be made in installments at the request of the City.

2. Except as set forth below, the Loan shall be repaid on or before the expiration of the Multipurpose Center Project Area (the "Due Date").

3. The City may repay the Loan in full or in part at any time before the Due Date with no prepayment penalty.

4. The Redevelopment Agency may call this Note due and terminate any future obligations to provide Loan installments to the City with thirty days' notice at any time prior to the Due Date.

By:
Redevelopment Agency of West Valley City

_____
Chief Executive Officer

Attest:

Approved as to form 8/10/2022
Brandon Hill

_____
Secretary

By:
West Valley City

_____
Mayor

Attest:

_____
City Recorder

Item #:	
Fiscal Impact:	$652,007.00
Funding Source:	CIP
Account #:	45-9610-40750-00000-7500
Budget Opening Required:	YES

ISSUE:
A resolution awarding a contract in the amount of $652,007.00 to American Chiller Mechanical Service for the West Valley City Utah Cultural Celebration Center HVAC Retrofit.

SYNOPSIS:
From Four pre-qualified bidders, the lowest bid for the Project was received from American Chiller Mechanical Service. Bids were opened on July 18, 2022. A total of four (4) bids were received:

- American Chiller Mechanical Service $652,007.00
- American Mechanical Systems Service, LLC $813,000.00
- West-Tech Building Systems $816,120.00
- Harris $984,200.00

BACKGROUND:
The West Valley City Utah Cultural Celebration Center has been struggling with the HVAC system for a long time now. The system that provided the Heating and Cooling of the crossroads and the great hall has outlived its Life Service, and the ability to perform properly and efficiently. The Facilities HVAC Division has been maintaining the system to the best of te ability with the outdated parts and worn-out system and trying to keep it up running with no success. For this reason, we recommend replacing this system and upgrade it with a more efficient chiller system to give energy efficiency and more modern operating system to keep the UCCC in a proper cooling and heating operation. This new system will also replace the portion of the Basement that was occupied by the Police department now being reincorporated as space for the UCCC basement operation.

RECOMMENDATION:
City staff recommends approval of the resolution.

SUBMITTED BY:
Hagop “Jake” Arslanian, Director of Facilities and Construction Management

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO AMERICAN CHILLER MECHANICAL SERVICE TO REPLACE HVAC EQUIPMENT AT THE UTAH CULTURAL CELEBRATION CENTER.

WHEREAS, West Valley City solicited bids in accordance with state law to replace the HVAC system at the Utah Cultural Celebration Center (the "Project"); and

WHEREAS, American Chiller Mechanical Service (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; 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 award a contract to Contractor to construct the Project.

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

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $652,007.00, with a total authorization not to exceed $700,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents 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

PROPOSAL

American Chiller Mechanical Service PO Box 50701 Provo, Utah 84605
Phone 801-946-5850

State Contract #: MA3361

July 18, 2022

From: Trent Sorensen

To: **West Valley City**

Building: Utah Cultural Celbration Center

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

American Chiller will provide the following:
Labor and materials to install a new 120 ton chiller, two new pumps, new RTU-2, new chilled water coils in RTU-1, New Chilled water coils in AHU-1, Metasys controls, ductwork, factory startup, all piping, insulation, concrete curbs, startup and testing. Piping will be welded.

See Additional Scope

Excluded but available: Electrical, grid ceiling work, general Construction.

Investment Price NTE $652,007.00

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL
This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: Trent Sorensen DATE: July 18, 2022

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

Customer Company Name

Customer Acceptance (type/printed name)

Title

Customer Acceptance (signature) *Date*

ACMS APPROVAL:

ACMS Approval (type/printed name)

Title

ACMS Approval (signature) *Date*

Approved as to form 8/3/2022
Brandon Hill

Project Spec

York 120-ton Chiller

YORK

Design Conditions Datasheet

Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
CH-1	1	YLAA0120SE46XFBSXXX	117.6	460-3-60.0	R410A

PIN:								
YLAA0120SE	46XFBSXXXH	SXBLXCXX44	XEXXXXHXXX	YAXGXXXXXX	XVGXB1XXXX			
....5...10	....5...20	....5...30	....5...40	....5...50	....5...60	....5...70	....5...80	....5...90

Evaporator Data			Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00		Fluid Volume (USGAL)	13.21	EER (Btu/W·h)	9.645
LWT (°F)	44.00		Min. Flow Rate (USGPM)	150.0	IPLV.IP (Btu/W·h)	17.09
					NPLV.IP (Btu/W·h)	17.03
Design Flow Rate (USGPM)	296.8		Max. Flow Rate (USGPM)	625.0		
Evap. Press. Drop (ft H2O)	11.1					
Fluid	Propylene Glycol (%)	35	**Condenser Data**		**Physical Data**	
Strainer Press. Drop (ft H2O)	8.38		Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	5143
Ext. Kit Press. Drop (ft H2O)	4.36		Altitude (ft)	0.000	Operating Wt. (lb)	5254
Total Press. Drop (ft H2O)	23.8		Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	107.8
Fouling Factor (h.ft².F/Btu)	0.000100					

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	53 / 53	53 / 53		
Fan QTY/FLA (each)	3 / 4	3 / 4		
High LRA Current	316 / 316	316 / 316		

Single Point				
Min. Circuit Ampacity	250			
Recommended Fuse/CB Rating	300			
Max. Inverse Time CB Rating	300			
Max. Dual Element Fuse Size (A)	300		**Operating Condition Electrical Data**	
Unit Short Circuit Withstand (STD)	5 [kA]		Compressor kW	136.3
Wires Per Phase	1		Total Fan kW	10.08
Wire Range (Lug Size)	#6 AWG - 500 kcmil		Total kW	146.4
Starter Type	Across The Line			

Notes:
Country of Origin: Monterrey, Mexico

This unit does not have a coil coating selected.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.
Unit contains freeze protection fluids in the evaporator with a leaving chilled fluid temperature above 32 DEG F [0 DEG C] and is certified when rated per the Standard with water. Auxiliary components included in total KW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power

AHRI CERTIFIED® www.ahridirectory.org
Air-Cooled Water Chilling Packages
AHRI Standards 550/590 and 551/591

ASHRAE Standard 90.1-2010 and ASHRAE Standard 90.1-2013 & 2016 Compliant.

Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

Chiller Will be placed on a new pad outside the building next to VRF Condensers.

The new plan does not require the chiller to have integral pumps as we will not have a primary/ secondary loop system.

The York Chiller has two separate circuits with three scroll compressors in each circuit. There are six total compressors, so in the event of a compressor failure, we are still operating at 83%.

RTU 1

RTU 1 is the larger Unitech air-hander.

We include the removal of the DX coil in the air handler and the removal of the condenser that sits next to the air handler.

We include replacing the DX coil with a water coil and all valves, actuators, and control accessories needed for new equipment. Existing Controllers are to be used and adapted.

Once the coil is in place we will patch up and seal any holes made in RTU made as a result of the change.

RTU 2

RTU 2 is the 16000 CFM DX Carrier Air Handler that is being replaced.

We include a new 16000 CFM Carrier or York air-hander (depending on lead times) with a hot and chilled water coil.

The existing RTU and RTU curb will need to be removed.

We include replacing the curb to accommodate the new RTU, including roofing.

We included ductwork changes as shown in the plans.

AHU 1

AHU 1 is the air handler located in the basement and calls for a new water coil.

We include removing of the DX coil and condenser.

We include the installation of the new coil and all valves, actuators, and control accessories.

The existing controller is to be reused if possible.

Pumps

Pumps will be 330 GPM with 80’ of head as shown on plans.

I have selected and prefer Patterson pumps but will also use TACO if lead times are better, as shown in the plans.

Pumps will have a VFD.

Pumps are 100% redundant.

As a Rocky Mountain Power preferred vendor, we will seek out and gather maximum rebates for pump VFDs or any other component on this job that qualifies for a rebate. Rebates will be sent directly to you and are not included in any pricing on this project.

Pumps are to be placed in the mechanical room in a convenient spot.

Piping and Piping Accessories

We include the installation of a 110-gallon Expansion Tank.

We include Glycol to bring the system to 30% concentration.

We include air separators, strainers, and other piping components.

buffer tank is included.

We will install a single loop system which will be more efficient and have less potential for failures than a primary/ secondary system shown in the plans due to only having three components in the chilled loop.

Heating water will be installed as shown in the plans.

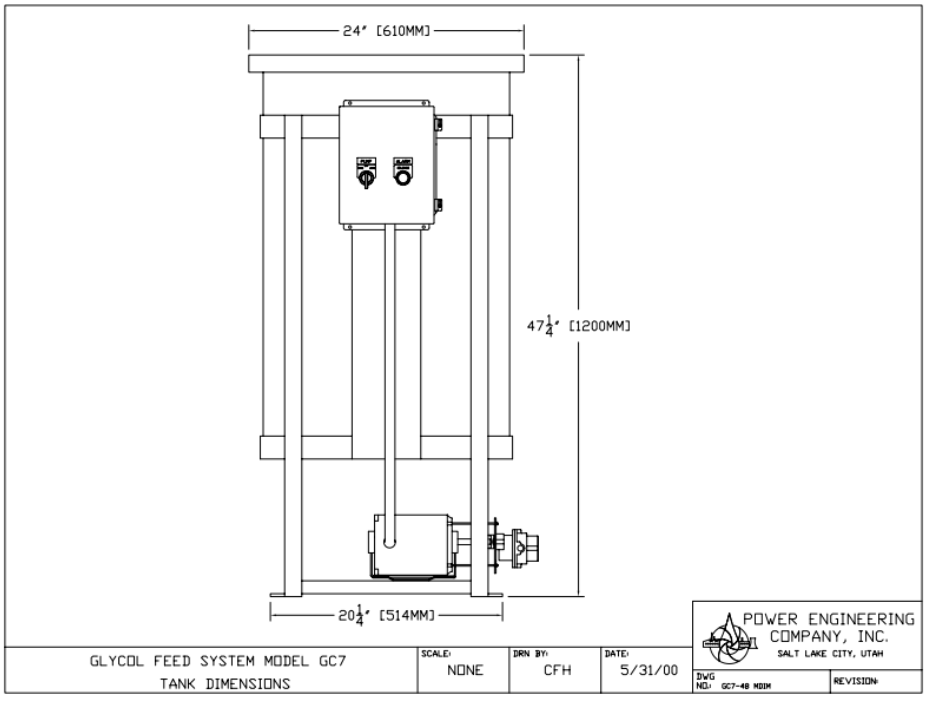
Piping is schedule 40 and set to be welded.

Glycol Feeder

We include a 50 gal automatic glycol feeder with controls

See below Specs

.



Item #:	
Fiscal Impact:	$172,350.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75277
Budget Opening Required:	No

ISSUE:
A resolution authorizing the execution of an Interlocal Cooperation Agreement for Traffic Signal Installations with Salt Lake County

SYNOPSIS:
Interlocal agreement between the City and Salt Lake County Public Works to construct a Pedestrian Hybrid Beacon (PHB) at 4100 South Acord Way and 4100 South Montaia Dr.

BACKGROUND:
The City has observed low driver compliance with the requirement to yield to pedestrians waiting to cross 4100 South at existing school crosswalks outside of school crossing hours. There are existing reduced speed school zones with crossing guards at Acord Way and Montaia Dr., serving Farnsworth Elementary and Rolling Meadows Elementary. Acord Way currently is equipped with an "Overhead School Pedestrian Assembly" which provides added visibility to pedestrians when activated, but even with this system in place a low vehicle to pedestrian yield rate has been observed. The Public Works Department has determined the best solution for these two pedestrian crossings would be the installation of a Pedestrian Hybrid Beacon (PHB).

A PHB (previously referred to as a HAWK signal) operates like a traffic signal. When a pedestrian pushes the button to cross, the PHB lights up flashing yellow lights then shortly thereafter goes to a red light. All traffic is required to stop for the red light. The pedestrian sees a white pedestrian walk signal just like any other traffic signal and can more safely cross the street. This signal requires vehicles to stop and allow pedestrians to safely cross the road. PHBs are common around the valley and drivers have become very familiar with their operation. Several years ago, the City installed a PHB 3600 West at Granger High School.

Installing a PHB at these locations will enhance safety for school children and crossing guards as well as provide a safer crossing situation outside of school zone hours for all pedestrians. Crossing guards will remain at those locations, but the reduced speed school zone will be removed, and the crossing guards will operate the new traffic signal to help children cross the road.

Costs are as follows for the new signal:

Acord Way (Retrofit existing equipment):	$40,000
Montaia Drive (All new equipment):	$132,350
Total:	**$172,350.00**

RECOMMENDATION:
Execute the interlocal agreement and authorize the Public Works Department to pay Salt Lake County Public Works $172,350 to construct a PHB at 4100 South Acord Way and 4100 South Montaia Dr.

SUBMITTED BY:
Erik Brondum, Operations Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR THE INSTALLATION OF PEDESTRIAN HYBRID BEACON TRAFFIC SIGNALS.

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

WHEREAS, West Valley City desires to install pedestrian hybrid beacon traffic signals on 4100 South; and

WHEREAS, Salt Lake County (hereinafter, the "County") is willing to perform said installation, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled "Interlocal Cooperation Agreement" (hereinafter, the "Agreement"), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Memorandum

To: Dan Johnson, P.E., Public Works Director

From: Erik Brondum, P.E., Operations Engineer

Date: June 6, 2022

Re: Pedestrian Hybrid Beacon (PHB) installation 4100 S; Acord Way and Montaia Dr

---

The City has received complaints from residents about the lack of driver compliance when pedestrians are waiting to cross 4100 S, as well as concerns about the safety of school children and crossing guards due to the high speeds on 4100 S. Traffic counts at Acord Way from 2021 show 21,000 vehicles per day and an 85th percentile speed of 45 mph.

There are existing reduced speed school zones (RSSZ) with crossing guards at 4100 S Acord Way and 4100 S Montaia Dr. These crossings serve Farnsworth Elementary and Rolling Meadows Elementary Schools. Outside of RSSZ times, pedestrians can use the crosswalks. At Montaia Dr, there is no pedestrian activated indicator to assist in getting driver's attention, so compliance is minimal when waiting to cross 4100 S. At Acord Way there is a Overhead School Pedestrian Assembly (OSPA) which includes a pedestrian activated overhead blank-out sign in view of traffic and flashing yellow lights in view of the crossing pedestrian. The OSPA is not something the public is used to. Feedback and observation indicate that there is confusion on how it works.

It is proposed that we change the RSSZ at these locations to Pedestrian Hybrid Beacons (PHB) to enhance safety for the school children and crossing guards as well provide a safer crossing situation outside of school zone hours for all pedestrians. A PHB operates similar to a traffic signal. When a pedestrian pushes the button to cross, the PHB lights up the yellow lights and then goes to a red light. All traffic is required to stop for the red light. The pedestrian sees a white pedestrian walk signal just like any other traffic signal and can more safely cross the street. This eliminates the need for drivers to see and acknowledge the pedestrians that are waiting at the curb. There is a PHB installed on 3600 West at Granger High School.

The installation of a PHB eliminates the need for the RSSZ at these locations. The crossing guards will remain assigned to these locations and will operate the PHB just like they would at a full intersection traffic signal. The City does not have any RSSZ's at traffic signals. Traffic is controlled by the red light so there is no need to slow traffic down in the area and this gives the added benefit of reducing traffic congestion.

We collected pedestrian activity data at both locations June 19-22, 2022, to capture school children as well as weekend use of these crosswalks.

Location	Thurs	Fri	Sat	Sun
Acord Way	24	19	12	7
Montaia Dr	54	44	7	4

Acord Way:
The Acord Way RSSZ was reconstructed to include the OSPA with the 4100 S road project. At that time there was a concern that the standard overhead RSSZ configuration with overhead flashers several hundred feet before the crosswalk did not bring enough attention to the pedestrians waiting to cross. It was proposed that pedestrian activated flashers be installed at the crosswalk. However, pedestrian activated flashers in conjunction with a RSSZ are not allowed in the current Utah MUTCD. It was decided to use the current configuration with an overhead blank-out sign as is allowed. Some of the confusion for pedestrians comes from the fact that the Utah MUTCD does not allow for the overhead sign to be active during RSSZ times as well as this equipment is unusual.

All of the hardware that was installed with the reconstruction can be used for the PHB. The only thing that needs to be added is a signal control cabinet. Salt Lake County Public Works can do the conversion for $40,000.

Montaia Dr:
The Montaia Dr. RSSZ equipment is old and substandard. The other concern about this location is the visibility of the crosswalk to drivers. The crosswalk is located on the crest of a vertical curve so is difficult for eastbound drivers to see. I have spoken with residents that live near that say they have gone out to help children cross by getting drivers' attention because they don't see or stop for the children.

This installation of a new PHB will be a complete new build. Salt Lake County Public Works can do the work for $130,000.

Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
WEST VALLEY CITY
FOR
TRAFFIC SIGNAL INSTALLATIONS
4100 South and 2805 West
4100 South Acord Way (4225 West)

THIS AGREEMENT ("*Agreement*") is dated this _____ day of _____, 2022, made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("COUNTY"), on behalf of its Public Works Operations Division, a body corporate and politic of the state of Utah, and WEST VALLEY CITY ("CITY"), a municipal corporation created under the laws of the State of Utah. Both the County and the City may be referred to jointly as the "Parties."

WITNESSETH:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the CITY desires to contract with the COUNTY for installations of HAWK traffic signal equipment at the intersection of 4100 South (Cody Brotherson Parkway) and 2805 West (Montaia Dr.) and the intersection of 4100 South Accord Way (4225 West); and

WHEREAS, the COUNTY is willing to provide the CITY with said services; and

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning these services are specified.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. PURPOSE. The County, through its Public Works Department, Operations Division, shall be responsible for all matters pertaining to the installation of and improvements to the traffic signal located at the Site and will provide the necessary labor, equipment and materials for said installation, as set out in the Scope of Work, attached hereto as EXHIBIT A and incorporated by reference. Work shall be performed by County to existing County standards for traffic signals on County's public roads. This Agreement governs the County's above installation as set out in the Scope of Work.

2. DURATION. The term of this Agreement shall begin upon execution and shall expire on July 1, 2023.

3. OWNERSHIP. Upon installation, the equipment shall be owned by the City.

4. FINANCING AND PAYMENT. The City shall pay for the services and materials necessary to complete the work set forth in EXHIBIT A. The estimated total cost of completion is $172,350.00, including estimated boring costs.

A. If boring services are required for this project, County shall inform City if the actual cost will exceed the estimated cost before commencing work on the project. If actual costs for boring

services exceed reasonable expectations, City may elect to terminate the Agreement by providing County with written notice of that decision before work commences on the project. Boring costs for this project are estimated at $28,000.00.

B. Upon completion of the services each month, the County shall send to City an invoice for the services which the City agrees to pay within thirty (30) days.

5. LIABILITY. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6. INDEMNIFICATION. Each Parties agrees to indemnify and hold the other, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, and employees.

7. REQUIRED INSURANCE POLICIES. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

8. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

9. NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to Salt Lake County: Salt Lake County Public Works Operation
604 West 6960 South
Midvale, Utah 84047

If to the City: West Valley City Public Works Department
Attn: Erik Brondum
3600 Constitution Blvd.
West Valley UT 84119

9. AGENCY. No agent, employee or servant of the City or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor and is not an employee or agent of the City.

10. FORCE MAJEURE. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. COUNTERPARTS. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

14. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of City or any member of their

families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payment to City.

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

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

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

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

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

e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed as of the date first mentioned above.

SALT LAKE COUNTY

By:_____
Mayor or Designee

SALT LAKE COUNTY
ADMINISTRATIVE APPROVAL:

By: _____
Scott Baird,

Department Director

By: _____
Crystal Hulbert,
Division Director

SALT LAKE COUNTY
REVIEW AS TO FORM:

By: Ryan Lambert Digitally signed by Ryan Lambert Date: 2022.08.02 16:01:39 -06'00' _____
Ryan W. Lambert,
Deputy District Attorney

WEST VALLEY CITY

By:_____
Mayor or Designee

ATTEST

By:_____
City Recorder

REVIEW AS TO FORM:

By: _____
City Attorney

EXHIBIT A

HAWK traffic signal installation at 4100 South (Cody Brotherson Pkwy) 2805 West (Montaia Dr.)

- To be completed by July 1st, 2023.
- Total cost $104,350.00 for HAWK signal build.
- Boring Cost Estimate $28,000.00.

Description of work to be performed:

1. Install traffic signal foundations and uprights. (2)
2. Install steel mast arms and one street light extension.
3. Pull and connect wire.
4. Install power service pedestal.
5. Install pedestrian signals and push buttons.
6. Install concrete junction boxes.
7. Install traffic HAWK signal heads.
8. Powdered coat uprights and mast arm poles.
9. Install traffic signal control box.
10. Install bored conduits.

Total cost $132,350.00 Estimate.

HAWK traffic Signal Installation: 4100 South Acord Way (4225 West).

- To be completed by July 1, 2023
- Total cost $40,000.00 for HAWK signal build

Description of work to be performed:

1. Install traffic signal foundations and uprights. (Already Installed) (2)
2. Pull and connect signal, pushbutton wire.
3. Install power service pedestal. (Already Installed)
4. Install pedestrian signals and push buttons. (2)
5. Install concrete junction boxes. (1)
6. Install HAWK traffic signal heads. (4)
7. Install astro bracket mounting brackets. (4)
8. Install traffic signal control box. (1)
9. Install traffic signal concrete base. (1)
10. Take down existing pedestrian crossing signs and heads.

Total cost $40,000.00 Estimate.

Total cost for entire agreement: $172,350.00, subject to changes due to boring costs.

Item #:	
Fiscal Impact:	$238,385
Funding Source:	Storm Water Utility
Account #:	36-7531-40740-00000-0000
Budget Opening Required:	No

ISSUE:

A resolution authorizing the purchase of a new Street Sweeper

SYNOPSIS:

This resolution authorizes the purchase of a Tymco 600 Regenerative Air Sweeper from Intermountain Sweeper Company.

BACKGROUND:

The Public Works Department operates a fleet of four street sweepers, which enables sweeping each street 8-times per year. Previous Department policy replaced one sweeper each year. Policy was recently changed to replace a sweeper every two years, giving a life of up to 8 years for each sweeper before replacement. The Public Works Department feels like the City will get more value out of the machines on this replacement schedule.

The Public Works Department has used Tymco sweepers for many years, and is satisfied with the equipment performance and customer service from Intermountain Sweeper, the local dealer.

The sweeper being replaced is a 2017 Tymco 600. The purchase price of the new sweeper is $344,385. The replaced sweeper will be traded to Intermountain Sweeper for a value of $106,000, making the net purchase price for the new sweeper $238,385.

There is not a state purchasing contract for this sweeper. The quote obtained from Intermountain Sweeper qualifies under the provisions of the West Valley City Procurement Code 5-3-110, Procurement to 'Meet Existing Needs'. The code allows the procurement of matching equipment when it is beneficial to operations and maintenance. The Public Works Department has negotiated the best price available.

RECOMMENDATION:

Approve the purchase of the Tymco 600 Sweeper, with a 2017 Tymco 600 Sweeper as a trade-in.

SUBMITTED BY:
Daniel Johnson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A STREET SWEEPER FROM INTERMOUNTAIN SWEEPER COMPANY.

WHEREAS, the City requires a new street sweeper (the "Equipment") for use by the Public Works Department; and

WHEREAS, Intermountain Sweeper Company provides Equipment compatible with existing City equipment and vehicles; and

WHEREAS, the price quoted by Intermountain Sweeper is within City budget parameters; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the purchase of said Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows**:**

1. The City is authorized to purchase the Equipment for an amount not to exceed $238,385.00 after trade-in credit.

2. The Mayor and City Manager are hereby authorized to execute any other documents necessary to effect the purchase, subject to the final approval of said documents by the City Attorney's Office.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

QUOTATION

INTERMOUNTAIN SWEEPER CO
Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO
Darrin Burke
West Valley City
2855 South 3600 West
West Valley, UT 84119

QUOTATION DATE	SALESPERSON
7/21/22	Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE
Net 10	Bestway	Destination	5 – 52 Weeks ARO

DESCRIPTION	OPTION PRICES	AMOUNT
Tymco 600 BAH Regenerative Air Sweeper **Mounted on Navistar 4300-ISB Chassis 2 Speed** **Comdex Package STATE OF UTAH CONTRACT** **BUILT IN VALUE INCLUDES** John Deere turbo diesel aux. engine-99 HP Tier 4F HD air cleaner with turbo pre cleaner/filter minder Auto shutdown for lo oil and high temperature and low coolant Broom Assist Head-BAH with head deluge cleanout Dust control system w/330 gallon tank w/in cab level gauge High output water system and dual hopper waters Air purge on water system Air Operated Diaphragm Pump w/ High Volume Wash Down Hose Hopper deluge clean out system with four nozzles Rubber lined blower with Lo Noise ratio Abrasion protection package with bolt in rubber liners Hopper suction throat liner with inlet wear flange Double capacity Centrifugal Dust Separator Auxiliary 8" suction hose with hydraulic assist boom Dual gutter brooms with floodlights, parabolic mirrors In cab hydraulic gutter broom tilt left and right Duo skids with 2 Year warranty Dual steering with dual air suspension seats Deluxe back lit control console & Severe weather wiring package Oversize storage box and tool carrier, work platform w/steps Dual hopper inspection doors, In cab dump switch Amber strobe w/limb guard and flashers on rear Back up alarm and rear floodlights, air horn 200 HP Turbo Cummins Diesel Engine with Allison 2500RDS-P 31,000 GVW Chassis Brake Air Dryer In cab air conditioner with AM/FM stereo, elec. heated mirrors Leaf pressure bleeder Operator Training DVD		$344,385.00 Less Trade in for 2017 Tymco 600 As Is -$106,000.00 Net $238,385.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY _____ Intermountain Sweeper Co.

ACCEPTED BY _____ DATE _____

PURCHASE ORDER # _____

THANK YOU! WE APPRECIATE YOUR BUSINESS.

QUOTATION

INTERMOUNTAIN SWEEPER CO
Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO Darrin Burke
West Valley City

QUOTATION DATE	SALESPERSON
7/21/22	Andrew

TERMS	SHIPPED VIA	F.O.B.	ESTIMATED SHIPPING DATE
Net 10	Bestway	Destination	With Unit

DESCRIPTION	OPTION PRICES	AMOUNT
Tymco 600 Options STATE OF UTAH CONTRACT		
BAH Broom Assist Head with main broom inside Head	Included	
Lo noise Turbo charged engine Tier 4F	Included	
In cab hydraulic gutter broom tilt - each	Included	
Gutter Broom drop down for scrubbing in front of head Each	$750.00	
Auto Sweep Interrupt System	Included	
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and	Included	
remote pendant control	Included	
Auxiliary fuse panel	Included	
Aux hand hose extension nozzle 42" Each	$425.00	
Hi/Low pressure wash down system with Cat pump and wand	$1,700.00	
Air operated diaphragm pump with high volume wash down hose	Included	
Hydraulic Curtain Lifter with in cab control	Included	
High output water system w/extra nozzles for extreme dust control	Included	
Reverse Pickup Head Chains	Included	
Backup and head camera system with color monitor	Included	
Variable Speed Gutter Brooms with hydraulic control	Included	
Battery Disconnect Switch	Included	
Hopper load indicator with in cab warning	Included	
Double Capacity Centrifugal Dust Separator Upgrade	Included	
Full length cab light bar- LED type with 12 modules	Included	
Arrow stick with in cab controller LED	Included	
Upgrade blower housing to Nitronic Stainless Steel	Included	
Freightliner M2-106 with 200HP Cummins Engine 2 speed	No Charge	
Stainless steel hopper, screen, HC Dust separator	Included	
Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type	Included	
COMDEX Pack with 330 gallons, tool box, work platform w/steps	Included	
Head deluge with hydrant hookup	Included	
CNG Chassis and Sweeper Freightliner M2-112	N/A	
Manual Package Deduct for extra manual set, truck shop manual, filter set	-$1,200.00	
2023 Chassis and Sweeper Module upgrade, Hi Altitude Engine Upgrade	Included	
Steel and Shipping Surcharge Update 2022	Included	
DST-6 Upgrade including Peterbuilt 220 Cabover Chassis. Right Steer Only	N/A	
Some options may affect standard equipment by change or upgrade		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR _____ DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

QUOTED BY _____ Intermountain Sweeper Co.

ACCEPTED BY _____ DATE _____

PURCHASE ORDER # _____

THANK YOU! WE APPRECIATE YOUR BUSINESS.

Item #:	
Fiscal Impact:	$148,610
Funding Source:	Light Vehicle Replacement
Account #:	45-9620-40730-00000-0000 45-9620-40732-00000-0000
Budget Opening Req'd:	Yes

ISSUE:
A resolution authorizing the purchase of five new vehicles for the City's fleet

SYNOPSIS:
This resolution authorizes the purchase of five new vehicles from Tony Divino Toyota and the purchase of associated upfitting components for the Police Department.

BACKGROUND:
To maintain City's fleet in good condition, the Fleet Division recommends the replacement of five vehicles from the 2022 light vehicle replacement list as described in the table below.

In addition to the purchase of vehicles, this resolution authorizes the Fleet Division to purchase miscellaneous components (lights, sirens, etc.…) from various vendors. Using City personnel for installation, upfitting components are estimated to cost approximately $3,500 per vehicle.

The five Toyota Camry Hybrid LE's will be used by the Police Department's Investigation Division. Tony Divino Toyota has a State purchasing contract (MA3796) to sell Toyota vehicles. The purchase price is a competitive price, and the vehicles meets the City's needs.

		Vehicle Purchase		Upfitting Costs		
Vehicle Description	**Qty**	**Vehicle Unit Cost**	**Total Vehicle Cost**	**Upfitting Unit Cost**	**Total Upfitting Cost**	**Total**
Toyota Camry Hybrid LE	5	$26,222	$131,110	$3,500	$17,500	$148,610
					Total:	**$148,610.00**

These new vehicles replace five vehicles in the City's fleet, see attachment for details.

RECOMMENDATION:
Approve the purchase of five vehicles from Tony Divino Toyota and authorize the Fleet Division to purchase the associated upfitting components

SUBMITTED BY:
Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF FIVE LIGHT VEHICLES FROM TONY DIVINO TOYOTA.

WHEREAS, West Valley City wishes to purchase five light vehicles for use by the Police Department; and

WHEREAS, Tony Divino Toyota has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Tony Divino Toyota 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 vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase five light vehicles from Tony Divino Toyota for an amount not to exceed $148,610.00 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 purchase.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Standard Features

2023 - 2559 - CAMRY LE HYBRID SEDAN - ECVT - Continuously Variable

- **MECHANICAL & PERFORMANCE**
  - Hybrid Synergy Drive System
  - 2.5L 4-Cylinder Engine
  - 208 Combined System Net Horsepower
  - Electronic Continuously Variable Transmission (ECVT)

- **SAFETY & CONVENIENCE**
  - Toyota Safety Sense 2.5+: Pre-Collision Sys w/Pedestrian Detection, Full-Speed Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Lane Tracing Assist, Automatic High Beams, Road Sign Assist
  - Star Safety System
  - Connected Services Capable. 4G Network Dependent. See Toyota.com for details.

- **EXTERIOR**
  - 16-in Steel Wheels
  - Bi-LED Combination Headlights w/Auto On/Off Feature
  - LED DRLs w/On/Off Feature

- **INTERIOR**
  - Audio - 7-in Touchscreen, 6 Speakers, Hands-Free Bluetooth Phone/Music, USB Media Port, 2 USB Charge-Ports, SiriusXM w/3-Month Platinum Trial, Android Auto & Apple CarPlay Compatible
  - 4.2-in TFT Multi-Information Display
  - Power Driver Seat w/Lumbar Support
  - Dual-Zone Auto Climate Control
  - Smart Key System w/Push Button Start
  - For Full Product Details Please Visit Toyota.com/camryhybrid

NOTE: Standard features are based on information available when this page was posted and are subject to change without notice.

Factory Accessories

FE - 50 State Emissions

BD - Blind Spot Monitor with Rear Cross Traffic Alert

Post Production Options

2T - All Weather Floor Liners/Cargo Tray

Per the State Contract, the above equipped vehicle price is $26,222.39.

Item #:	
Fiscal Impact:	$1,104,707.00
Funding Source:	Light Vehicle Replacement
Account #:	45-9620-40730-00000-0000 45-9620-40732-00000-0000
Budget Opening required:	Yes

ISSUE:

A resolution authorizing the purchase of 19 new Ford vehicles for the City's fleet.

SYNOPSIS:

This resolution authorizes the purchase of 19 new vehicles from Ken Garff Ford and associated upfitting components for various City departments.

BACKGROUND:

To maintain City's fleet in good condition, the Fleet Division recommends the replacement of 19 vehicles from the 2022 light vehicle replacement list with the vehicles described in the table below.

In addition to the purchase of vehicles, this resolution authorizes the Fleet Division to purchase miscellaneous components (lights, sirens, etc.…) from various vendors. Using City personnel for installation, upfitting components are estimated to cost approximately $14,000 per vehicle.

The 13 Ford Interceptor SUVs will be used by the Police Department's Patrol Division. The Ford Lightning F-150 all-electric pickup truck will be used by various departments as the city continues to evaluate the addition of electric vehicles to the fleet. Three of the F-150s will be used by the Police Department and one by the Fire Department. The Ford Transit Van will be used by the Family Fitness Center for various programs. Ken Garff Ford has a State purchasing contract (AV2528) to sell Ford vehicles. The purchase price is a competitive price, and the vehicles meets the City's needs.

		Vehicle Purchase		Upfitting Costs		
Vehicle Description	**Qty**	**Vehicle Purchase Cost**	**Total Vehicle Cost**	**Vehicle Upfitting Cost**	**Total Upfitting Cost**	**Total**
Ford Interceptor SUV	13	$43,517.92	$565,732.96	$14,000.00	$182,000.00	$747,732.96
Ford Lighting F150 EV	1	$52,898.00	$52,898.00	$0.00	$0.00	$52,898.00
Ford F150	4	$47,861.26	$191,445.04	$14,000.00	$56,000.00	$247,445.04
Ford Transit Van	1	$55,631.00	$55,631.00	$1,000.00	$1,000.00	$56,631.00
					Total:	**$1,104,707.00**

These new vehicles replace 19 vehicles in the City's fleet, see attachment for details.

RECOMMENDATION:

Approve the purchase of 19 vehicles from Ken Garff Ford and authorize the Fleet Division to purchase the associated upfitting components

SUBMITTED BY:

Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF 19 LIGHT VEHICLES FROM KEN GARFF FORD.

WHEREAS, West Valley City wishes to purchase 19 light vehicles for use by various City departments; and

WHEREAS, Ken Garff Ford has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Ken Garff Ford 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 vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase 19 light vehicles from Ken Garff Ford for an amount not to exceed $1,104,707.00 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 purchase.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

2022-2023 LIGHT FLEET REPLACEMENT LIST

Year	*Make*	*Model*	Dept.	*Div.*	Re Models
2008	Ford	F-350	CPD	Graffiti	F-350
2015	Ford	Explorer	Fire	Training	F-150
2005	Chev	Truck1 ton	Police	Admin	F-350
2014	Toyota	Camry Hybrid	Police	Invest	Camry Hybrid
2014	Toyota	Camry Hybrid	Police	Invest	Camry Hybrid
2014	Toyota	Camry Hybrid	Police	Invest	Camry Hybrid
2014	Toyota	Camry Hybrid	Police	Invest	Camry Hybrid
2016	Toyota	Camry Hybrid	Police	Admin	Camry Hybrid
2014	Ford	Explorer	Police	Invest-VNU	F-150
2008	Ford	F-150	Police	Patrol	F-150
Last	Years	Money	PW	Fleet	F-150 EV
2005	Chev	Express Van	Parks	FFC	Transit Van
2008	Ford	F-150	Police	Patrol	Interceptor SUV
2014	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Patrol	Interceptor SUV
2014	Ford	Interceptor	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor SUV	Police	Patrol	Interceptor SUV
2015	Ford	Interceptor	Police	Traffic	Interceptor SUV
2015	Ford	Interceptor	Police	Traffic	Interceptor SUV
2014	Toyota	Camry Hybrid	Police	Patrol	F-150

2023 HR RWD

VIRTC1DP V4.56 9432 EN

CNGP530 VEHICLE ORDER CONFIRMATION 06/13/22 17:50:01
==> Dealer: F56557
2023 TRANSIT NA Page: 1 of 2
Order No: Q001 Priority: K3 Ord FIN: QS050 Order Type: 5B Price Level: 315
Ord PEP: 302A Cust/Flt Name: WEST VALLEY PO Number:

		RETAIL			RETAIL
X2X	HR PASS XLT RWD	$53715	21M	2W D/P EBY CLT	NC
	148" WHEELBASE		425	50 STATE EMISS	NC
YZ	OXFORD WHITE		43B	BACK UP ALARM	150
C	CLOTH		52C	KEYLSS ENTR PAD	95
B	EBONY		57C	AUTO TEMP CNTRL	NC
302A	PREF EQUIP PKG		58F	SYNC 4 HD/NAV	1120
	.XLT TRIM		65C	PWR SLIDE DOOR	995
998	3.5L PFDI V6		68H	RUN BRD	310
44U	.10-SPEED TRANS				
TC8	.235/65R16C BSW		TOTAL BASE AND OPTIONS		60360
X4L	4.10 LS	NC	TOTAL		60360
	JOB #1 ORDER		*THIS IS NOT AN INVOICE*		
	FLEET SPCL ADJ	NC			
	FRT LICENSE BKT	NC	* MORE ORDER INFO NEXT PAGE *		
20J	9400# GVWR	NC		F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S006 - MORE DATA IS AVAILABLE. QC082541

V1DP0167 2,6

#55631 73-

Quote #55631 73
Price
Date 6/13/2023
Customer West Valley

Ken Garff Ford | American Fork
Phone: 801-763-6800
Cell: 801-362-1261
Fax: 801-763-6895
jime@kengarff.com
597 East 1000 South
American Fork, UT 84003
www.kengarffford.com
JIM ELLIOTT
COMMERCIAL FLEET MANAGER

VIRTC1DP V4.58 5432 EN

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CNGP530                    VEHICLE ORDER CONFIRMATION          06/13/22 17:49:57
==> _________ ____________________________________                Dealer: F56557
                              2023 TRANSIT NA                      Page: 2 of 2
Order No: Q001    Priority: K3  Ord FIN: QS050  Order Type: 5B Price Level: 315
Ord PEP:  302A Cust/Flt Name: WEST VALLEY        PO Number:
                       RETAIL                                  RETAIL
 86F  2 ADDL KEYS         $75
 86N  HD TS FLR MATS       60
 94B  ENH ACT PRK AST     550
 96P  15-PASS SEATS      1495
 98F  FLEX FUEL CAPBL      NC
      SP DLR ACCT ADJ
      SP FLT ACCT CR
      FUEL CHARGE
 B4A  NET INV FLT OPT      NC
      DEST AND DELIV     1795

TOTAL BASE AND OPTIONS 60360
TOTAL                  60360
*THIS IS NOT AN INVOICE*
                                                          F7=Prev
 F1=Help                F2=Return to Order          F3/F12=Veh Ord Menu
 F4=Submit    F5=Add to Library
S099 - PRESS F4 TO SUBMIT                                    QC082541
```

V1DP0167 2,6

SUMMARY

$55,940

ESTIMATED NET PRICE [S5]

$951

PER MONTH FOR 60 MONTH FINANCE [S6]

Pre-production model shown throughout



EXTERIOR S4

Oxford White	$0
NOT IN OG _ 16" Silver Steel Wheel with Black Hubcaps	$0
235/65R16C 121/119 R BSW All-Season Tires	$0
Short Arm Power Adjusting, Power-Folding Heated with Turn Signals	$0
Power Sliding Door	$995
Windows – Tinted Glass	$0
Running Board – Passenger Side	$310
Keys – Two (2) Additional	$75
Keyless Entry Keypad	$95
Spare Tire and Wheel	$0
Blind Spot Assist 1.0	$795
Reverse Sensing System	$0
High Resolution Digital Camera	$0
Roof Marker Lamp Delete	$0
Windows – Fixed Glass, All-Around	$0

Pre-production model shown throughout



INTERIOR [S4]

Ebony	$0
Ebony Cloth, 2-Way Manual Driver and 2-Way Manual Passenger Seats	$0
Floor Covering – Heavy-Duty Tray Style Mats – Front	$60
Floor Covering – Full-Length Carpet	$125
Illuminated Sun Visor	$0
B-Pillar Assist Handle (Low Roof)	$0
Rearview Mirror	$0
Seat Configurations – Fifteen (15) Passenger	$1,495
Front and Rear Auxiliary A/C and Heater	$0
Back Up Alarm	$145
Full Rear Compartment Lighting	$0
SYNC® 4, 12" Multi-Function Display with Connected Built-In Navigation	$930

POWERTRAINS [S4]

3.5L PFDi V6 Engine	$0
Rear-Wheel Drive	$0
10-Speed SelectShift® Automatic Transmission	$0
4.10 Limited Slip Axle	$0

PRICING SUMMARY

BASE MSRP [S1]	$49,220
OPTIONS [S4] & ACCESSORIES [S8]	+ $5,935

OPTIONS [S4] & ACCESSORIES [S8]	+ $5,025
DESTINATION CHARGES [S17]	+ $1,695
TOTAL MSRP [S16]	= $55,940
ESTIMATED NET PRICE [S5]	**= $55,940**
MONTHLY PAYMENT [S6]	**$951**

Finance based on $5,594 down payment,
60 month term and 5% APR, $0 trade-in-value

YOUR ZIP CODE 84119

CLOSEST FORD DEALER
Ken Garff West Valley Ford
1.78 miles away
(833) 221-9363

Your Configuration: 2022 Transit Passenger Van, XL, 3.5L PFDi V6 Engine, 4.10 Limited Slip Axle, Transit Long 250, High Roof, 148", 10-Speed SelectShift® Automatic Transmission
Pricing shown for Zip code 84119 as of June 13, 2022

DISCLOSURES

Note.
Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

S1.
Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.
For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S2.
Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.
The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5.
Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.
The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for $395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.
While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.
Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.
Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.
Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.
Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

S9.
The “Trade-In Value” of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.
AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.
EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.
Towing - Properly equipped.

S13.
For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked “Dealer Ordered”, contact the dealership for a delivery estimate.

S14.
The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15.
The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

S16.
Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.
Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18.
Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account.

Note2.
For Manufacturer Specific Disclosures See Below

1.
Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.
EPA-estimated city/hwy mpg. See fueleconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

Prepared for: Eric Madsen, West Valley City
Email: Eric.Madsen@wvc-ut.gov

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225



Client Proposal

Prepared by:
Jim Elliott
Office: 801-362-1261
Date: 01/26/2022

Prepared for: Eric Madsen
West Valley City
Prepared by: Jim Elliott
01/26/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$56,334.00
Subtotal	$56,334.00

Pre-Tax Adjustments

Code	Description	MSRP
UT GOV	Utah State Contract Government Price Concession MA3792	-$4,936.00
Subtotal		$51,398.00

Sales Taxes

Code	Description	MSRP
State Fee	State Fee	$128.50
Subtotal		$51,526.50
Total		$51,526.50

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	$52,974.00
Packages		
311A	Equipment Group 311A Standard *Includes:* *- Engine: Dual eMotor - Standard Battery* *Includes 98 kWh usable capacity standard range high-voltage battery.* *- Transmission: Single-Speed* *- GVWR: 8,250 lbs* *- Tires: 275/65R18 A/T* *- Wheels: 18" Machined w/Black High Gloss Pockets* *- Cloth Front-Seats* *Includes gauge bolster, 8-way power driver with power lumbar and manual passenger lumbar.* *- Radio: SiriusXM w/360L* *Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.*	N/C
Powertrain		
99L	Engine: Dual eMotor - Standard Battery *Includes 98 kWh usable capacity standard range high-voltage battery.*	Included
44L	Transmission: Single-Speed	Included
STDGV	GVWR: 8,250 lbs	Included
Wheels & Tires		
STDTR	Tires: 275/65R18 A/T	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225

As Configured Vehicle (cont'd)

Code	Description	MSRP
643	Wheels: 18" Machined w/Black High Gloss Pockets	Included

Seats & Seat Trim

U	Cloth Front-Seats *Includes gauge bolster, 8-way power driver with power lumbar and manual passenger lumbar.*	Included

Other Options

145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: SiriusXM w/360L *Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Radio Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc.* *Includes:* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.*	Included
479	Pro Power Onboard - 9.6kW	$1,070.00
96W	Tough Bed Spray-In Bedliner Ford accessory.	$595.00

Interior Color

US_02	Medium Dark Slate w/Cloth Front-Seats	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
UM_03	Agate Black Metallic	N/C
SUBTOTAL		$54,639.00
Destination Charge		$1,695.00
TOTAL		$56,334.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 F-150 Lightning AWD SuperCrew Cab 5.5' box 145" WB XLT (W1E)

Price Level: 225

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

Hybrid Electrical Components

Distance	100,000 miles	Months	96 months

traction battery

Distance	100,000 miles	Months	96 months

West Valley.

VIRTC1DP V4.58 5432 EN

CNGP530 VEHICLE ORDER CONFIRMATION 07/21/22 10:03:26
==> Dealer: F56557
2023 F-150 Page: 1 of 2
Order No: Q001 Priority: K4 Ord FIN: QS050 Order Type: 5B Price Level: 315
Ord PEP: 301A Cust/Flt Name: WEST VALLEY PO Number:

		RETAIL
W1E	F150 4X4 CREW	$52045
	157" WHEELBASE	
HX	ANTIMATTER BLUE	
M	CLOTH 40/20/40	
S	MED DARK SLATE	
301A	EQUIP GRP	2230
	.XLT SERIES	
	.8-WAY PWR SEAT	
	.AUTO TEMP CNTL	
	.SIRIUSXM RADIO	
	.SYNC 4	
	.17" SILVER ALUM	
998	3.5L V6 GTDI	740
44G	ELEC 10-SPDAUTO	
	.265/70R-17	

		RETAIL
X27	3.31 REG AXLE	NC
	7150# GVWR	
	FLEET SPCL ADJ	NC
	FRT LICENSE BKT	NC
425	50 STATE EMISS	NC
52X	START-STOP REMV	(50)
	CLASS IV HITCH	
	TOTAL BASE AND OPTIONS	57480
	XLT MID DISCOUNT	(1000)
	TOTAL	56480

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *
F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S006 - MORE DATA IS AVAILABLE. QC08254

V1DP0034 2,6

2023 F150

3 Blue
1 white

State price
$ 47861.26

MSRP $56480
State Rebate $8773
State Fee $119.26
Fuel 35
Other
Quote $47861.26
Customer West Valley

Ken Garff Ford | American Fork
Phone: 801-763-6800
Cell: 801-362-1261
Fax: 801-763-6895
jime@kengarff.com
597 East 1000 South
American Fork, UT 84003
www.kengarffford.com
JIM ELLIOTT
COMMERCIAL FLEET MANAGER

CNGP530 VEHICLE ORDER CONFIRMATION 07/21/22 10:03:22
==> _____ Dealer: F56557
2023 F-150 Page: 2 of 2
Order No: Q001 Priority: K4 Ord FIN: QS050 Order Type: 5B Price Level: 315
Ord PEP: 301A Cust/Flt Name: WEST VALLEY PO Number:

		RETAIL		RETAIL
655	EXT RANGE TANK	$445		
67T	TRL BRAKE CONTR	275		
	SP DLR ACCT ADJ			
	SP FLT ACCT CR			
	FUEL CHARGE			
B4A	NET INV FLT OPT	NC		
	DEST AND DELIV	1795		

TOTAL BASE AND OPTIONS 57480
XLT MID DISCOUNT (1000)
TOTAL 56480
THIS IS NOT AN INVOICE

F7=Prev
F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
S099 - PRESS F4 TO SUBMIT QC08254

V1DP0034 2,6

Prepared for: Eric Madsen, West Valley City
Email: Eric.Madsen@wvc-ut.gov

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250



Client Proposal

Prepared by:
Jim Elliott
Office: 801-362-1261
Date: 07/06/2022

Prepared for: Eric Madsen
West Valley City
Prepared by: Jim Elliott
07/06/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$46,410.00
Subtotal	$46,410.00

Pre-Tax Adjustments

Code	Description	MSRP
UT GOV	Utah State Contract Government Price Concession MA3792	-$2,835.00
Total		$43,575.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$41,110.00
Packages		
500A	Order Code 500A *Includes:* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	N/C
Powertrain		
99C	Engine: 3.0L V6 EcoBoost *(148-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.* *Includes:* *- 3.31 Axle Ratio*	$840.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	$60.00
Seats & Seat Trim		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	Included
66B	Tail Lamp Lighting Solution Recommend using ultimate wiring package (67U). *Includes LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.*	$430.00
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*	$25.00
17T	Switchable Red/White Lighting in Cargo Area *Deletes 3rd row overhead map light.*	$50.00
51R	Driver Only LED Spot Lamp (Unity)	$395.00
19V	Rear Camera On-Demand *Allows driver to enable rear camera on-demand.*	$230.00
52P	Hidden Door-Lock Plunger *Includes rear-door controls inoperable (locks, handles and windows). Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.*	$160.00
55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*	$340.00
68B	Police Perimeter Alert Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered. *Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.*	$675.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
76P	Pre-Collision Assist w/Pedestrian Detection *Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.*	$145.00
549	Heated Sideview Mirrors	$60.00
593	Perimeter Anti-Theft Alarm *Activated by hood, door or liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn.*	$120.00
76R	Reverse Sensing System	$275.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Exterior Color		
LK_01	Dark Blue	N/C
SUBTOTAL		$44,915.00
Destination Charge		$1,495.00
TOTAL		$46,410.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Eric Madsen, West Valley City
Email: Eric.Madsen@wvc-ut.gov

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250



Client Proposal

Prepared by:
Jim Elliott
Office: 801-362-1261
Date: 07/06/2022

Prepared for: Eric Madsen
West Valley City
Prepared by: Jim Elliott
07/06/2022

Ken Garff Ford | 597 East 1000 South American Fork Utah | 840033372

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$46,015.00
Subtotal	$46,015.00

Pre-Tax Adjustments

Code	Description	MSRP
UT GOV	Utah State Contract Government Price Concession MA3792	-$2,811.00
Total		$43,204.00

Customer Signature

Acceptance Date

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$41,110.00
Packages		
500A	Order Code 500A *Includes:* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	N/C
Powertrain		
99C	Engine: 3.0L V6 EcoBoost *(148-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.* *Includes:* *- 3.31 Axle Ratio*	$840.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
65L	18" 5-Spoke Full Face Wheel Covers w/Metal Clips	$60.00
Seats & Seat Trim		

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	Included
66B	Tail Lamp Lighting Solution Recommend using ultimate wiring package (67U). *Includes LED lights plus (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.*	$430.00
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55F	Remote Keyless Entry Key Fob w/o Key Pad *Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.*	$340.00
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76P	Pre-Collision Assist w/Pedestrian Detection	$145.00

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 250

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.	
549	Heated Sideview Mirrors	$60.00
593	Perimeter Anti-Theft Alarm *Activated by hood, door or liftgate; when unauthorized entry occurs, system will flash the headlamps, parking lamps and sound the horn.*	$120.00
76R	Reverse Sensing System	$275.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Interior Color		
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Exterior Color		
LK_01	Dark Blue	N/C
SUBTOTAL		$44,520.00
Destination Charge		$1,495.00
TOTAL		$46,015.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Item #:	
Fiscal Impact:	$135,880.00
Funding Source:	Fire
Account #:	45-9620-40730-00000-0000 45-9620-40732-00000-0000
Budget Opening required:	Yes

ISSUE:
A resolution authorizing the purchase of a Ford F-550 crew cab for the Fire Department

SYNOPSIS:
This resolution authorizes the purchase of a Ford F-550 crew cab from Ken Garff Ford to be upfitted to serve as a grass fire truck for the Fire Department

BACKGROUND:
The Fleet Division recommends the replacement of a Fire Department grass truck. In addition to the purchase of the vehicle, this resolution authorizes the Fleet Division to purchase miscellaneous upfitting components (tanks, pump, bed, offroad tires, winch, lights, sirens, etc.…) from various vendors, estimated to cost approximately $65,000. City personnel will install and upfit the vehicle with all components.

		Vehicle Purchase	Upfitting Costs	
Vehicle Description	**Qty**	**Vehicle Purchase Cost**	**Vehicle Upfitting Cost**	**Total**
Ford F-550	1	$70,880.00	$65,000.00	$135,880.00
			Total:	**$135,880.00**

This new truck will replace a 2003 Ford F-550 (730904), which will be transferred for use by the Parks Department.

RECOMMENDATION:
Approve the purchase of a Ford F-550 crew cab from Ken Garff Ford and authorize the Fleet Division to purchase the associated upfitting components

SUBMITTED BY:
Eric Madsen, Fleet Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A FORD F-550 TRUCK FROM KEN GARFF FORD.

WHEREAS, West Valley City wishes to purchase a Ford F-550 truck for use by the Fire Department; and

WHEREAS, Ken Garff Ford has been awarded the State Contract to supply said vehicle; and

WHEREAS, the price awarded to Ken Garff Ford is within price parameters and meets the City's needs; and

WHEREAS, additional modifications to said vehicle will be required to allow the vehicle to effectively serve in a public safety role; 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 vehicle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase a Ford F-550 truck from Ken Garff Ford and additional modifications for an amount not to exceed $135,880.00 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 purchase.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Will Be Here July 29th

KTP-002207 UT 9-NORMAL,NB,102207,NF201 4869

ULN				R		I		
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA

006684 982/1335 1FD0W5HT8 NEE93457 NB BU09

Ford Go Further ford.com

VEHICLE DESCRIPTION

SUPER DUTY

NE E93457

2022 F550 4X4 CREW CHASSIS
XL 203" WB CHASSIS CAB
6.7L POWER STROKE V8 DIESEL
10-SPEED AUTOMATIC

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- HEADLAMPS - AUTOLAMP (ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR
- 60/40 REAR BENCH W/FLIP-UP /FLIP-DOWN W/ HEAD RSTRNT
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL
- 4-WHEEL ANTILOCK BRAKE SYS
- ELECT 4X4 SHIFT-ON-FLY
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- STABILIZER BAR, FRONT/REAR
- SYNC® WITH APPLINK®

SAFETY/SECURITY
- ADVANCETRAC® WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.660A	
6.7L POWER STROKE V8 DIESEL	9,325.00
10-SPEED AUTOMATIC	NO CHARGE
225/70R19.5G TRACTION TIRES	190.00
4.88 RATIO LIMITED SLIP AXLE	395.00
RAPID HEAT SUPPLEMENTAL HEATER	250.00
POWER EQUIPMENT GROUP	1,350.00
TELESCPNG TT MIRR-POWR/HTD SIG	
FRONT LICENSE PLATE BRACKET	NO CHARGE
XL DECOR PACKAGE	NO CHARGE
PLATFORM RUNNING BOARDS	445.00
TIRE INFLATION MONITOR DELETE	
19500# GVWR PACKAGE	
ENGINE BLOCK HEATER	100.00
50 STATE EMISSIONS	NO CHARGE
110V/400W OUTLET	175.00
SNOW PLOW PREP PACKAGE	250.00
SPARE TIRE AND WHEEL	350.00
TRAILER BRAKE CONTROLLER	300.00
HIGH CAPACITY TRAILER TOW PKG	580.00
JACK	NO CHARGE
TRANS POWER TAKE-OFF PROVISION	NO CHARGE
UTILITY LIGHTING SYSTEM	160.00
40 GAL AFT OF AXLE FUEL TNK	NO CHARGE
397 AMP ALTERNATOR	NO CHARGE
PAYLOAD PLUS PACKAGE UPGRADE	1,155.00
REAR VIEW CAMERA & PREP KIT	415.00
CLOTH 40/20/40 SEAT	315.00
XL VALUE PACKAGE	395.00
.CRUISE CONTROL	

PRICE INFORMATION	(MSRP)
BASE PRICE	$51,935.00
TOTAL OPTIONS/OTHER	16,150.00
TOTAL VEHICLE & OPTIONS/OTHER	68,085.00
DESTINATION & DELIVERY	1,795.00

Price ~~$69,880~~ $70,880

RAMP ONE: RA26
RAMP TWO:
RAIL
ITEM #: 56-D501 O/T 5C

TOTAL MSRP $69,880.00

FORD CREDIT Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SPECIAL ORDER
NF201 N RB 2X 265 002207 06 20 22

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov
Calculate personalized estimates and compare vehicles

45 YEARS BUILT FORD TOUGH F-SERIES AMERICA'S BEST SELLING TRUCKS*

The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

Ford | FORD PROTECT®
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

1FD0W5HT8NEE93457

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FNEE93457 TO 48088
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

07/07/2022

177

Item #:	
Fiscal Impact:	$900.00
Funding Source:	TST/State Funds/Transportation Bond Funds
Account #:	45-9610-40750-75275-0200
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed.

SYNOPSIS:

Luis E. Perez Estrada and Angelica Marie Weseloh have signed a Right-of-way Purchase Agreement and a Warranty Deed for property located at 4891 West 3100 South (14-25-428-014).

BACKGROUND:

The Luis E. Perez Estrada and Angelica Marie Weseloh property is one of nine properties affected by the 3100 South ATP Overlay Project. The project will include roto-milling and overlaying the asphalt on 3100 South from 4000 West to 5600 West. This project will also require the removal and replacement of pedestrian ramps to meet current ADA standards.

The Warranty Deed will facilitate construction of the pedestrian ramp. Compensation in the amount of $900.00 was negotiated based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM LUIS E. PEREZ ESTRADA AND ANGELICA MARIE WESELOH FOR PROPERTY LOCATED AT 4891 WEST 3100 SOUTH.

WHEREAS, Luis E. Perez Estrada and Angelica Marie Weseloh (herein and collectively "Owner") have entered into a Right of Way Purchase Agreement for property located at 4891 West 3100 South that is affected by the 3100 South ATP Overlay Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Evera R. Jackson, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $900.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

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

4. Closing costs shall be paid by the City.

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

(Signatures follow)

WITNESSED the hand of said GRANTOR this 1ST day of AUGUST, 2022.

GRANTOR

Luis E Perez Estrada

Luis E. Perez Estrada

State of UTAH)
:ss
County of SALT LAK)

On this 1ST day of AUGUST, 2022, personally appeared before me **Luis E. Perez Estrada,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WITNESSED the hand of said GRANTOR this 1ST day of AUGUST, 2022.

GRANTOR

Angelica Marie Weseloh

Angelica Marie Weseloh

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of AUGUST, 2022, personally appeared before me **Angelica Marie Weseloh,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

_____

ATTEST:

_____

CITY RECORDER

Exhibit A

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-25-428-014**

WARRANTY DEED

Luis E. Perez Estrada, a single man; Angelica Marie Weseloh, a single woman, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4891 West 3100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 59 of Cherill Acres subdivision, according to the official plat thereof as recorded in Book LL at page 66 in the office of the Salt Lake County Recorder, and running thence South 9.00 feet; thence North 45°03'45" West 12.71 feet to the southerly line of 3100 South Street; thence North 89°52'30" East 9.00 feet to the POINT OF BEGINNING. Containing 41 square feet, more or less.

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

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

GRANTORS

_____ _____

Luis E. Perez Estrada **Angelica Marie Weseloh**

State of _____)
:ss
County of _____)

On this _____ day of _____, 2022, personally appeared before me **Luis E. Perez Estrada** and **Angelica Marie Weseloh,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-25-428-014**

WARRANTY DEED

Luis E. Perez Estrada, a single man; Angelica Marie Weseloh, a single woman, as joint tenants, GRANTORS, hereby convey and warrant to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **4891 West 3100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southeast Quarter of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the Northeast Corner of Lot 59 of Cherill Acres subdivision, according to the official plat thereof as recorded in Book LL at page 66 in the office of the Salt Lake County Recorder, and running thence South 9.00 feet; thence North 45°03'45" West 12.71 feet to the southerly line of 3100 South Street; thence North 89°52'30" East 9.00 feet to the POINT OF BEGINNING. Containing 41 square feet, more or less.

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

WITNESSED the hands of said GRANTORS this 1ST day of AUGUST, 2022.

GRANTORS

Luis E Perez Estrada
Luis E. Perez Estrada

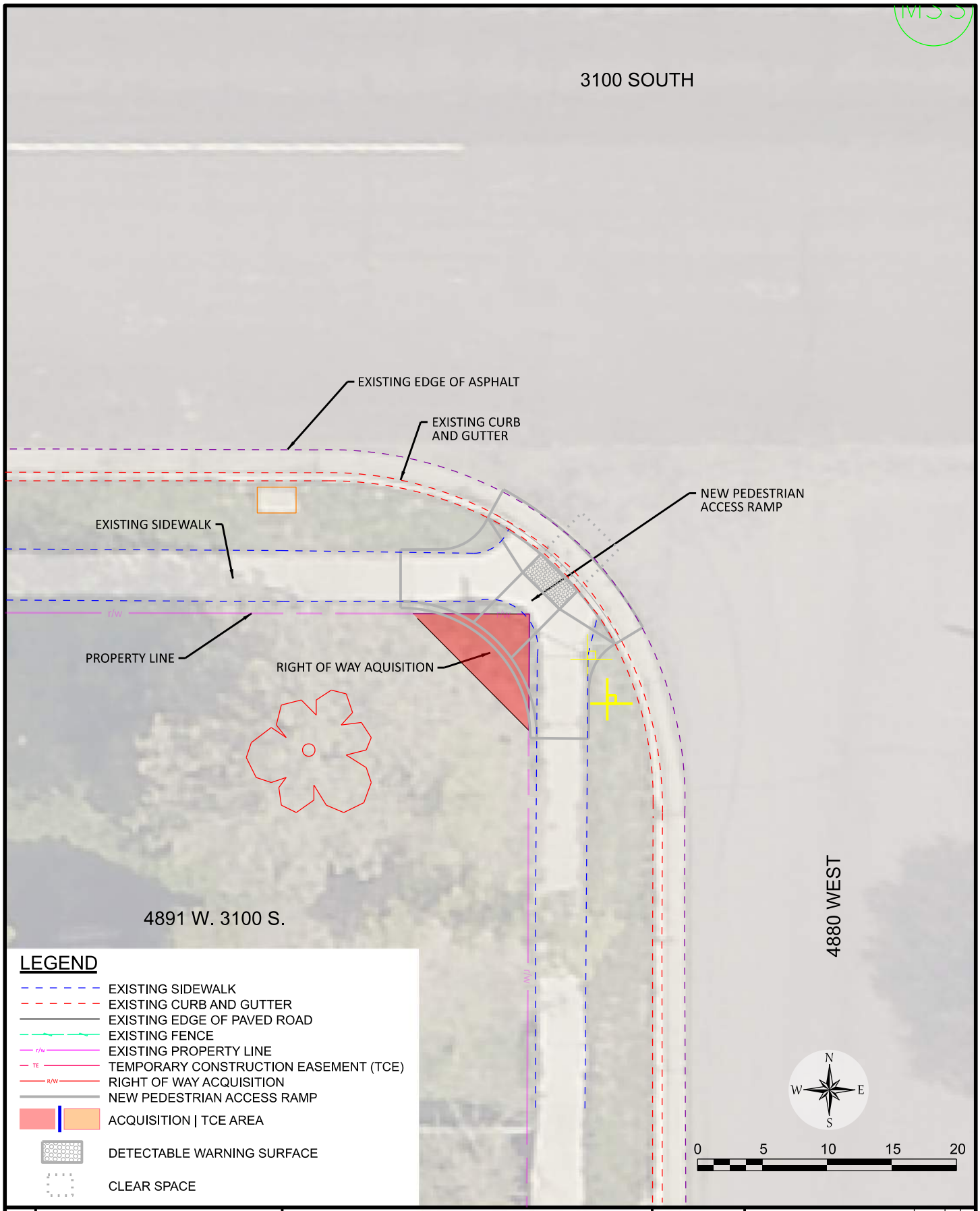
Angelica Marie Weseloh
Angelica Marie Weseloh

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of AUGUST, 2022, personally appeared before me **Luis E. Perez Estrada** and **Angelica Marie Weseloh,** whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



SHEET NO. RW-21

3100 SOUTH ATP OVERLAY

5600 WEST TO BANGERTER HIGHWAY

4891 W. 3100 S.

PROJECT NUMBER WVC ENG CCR - 473

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN

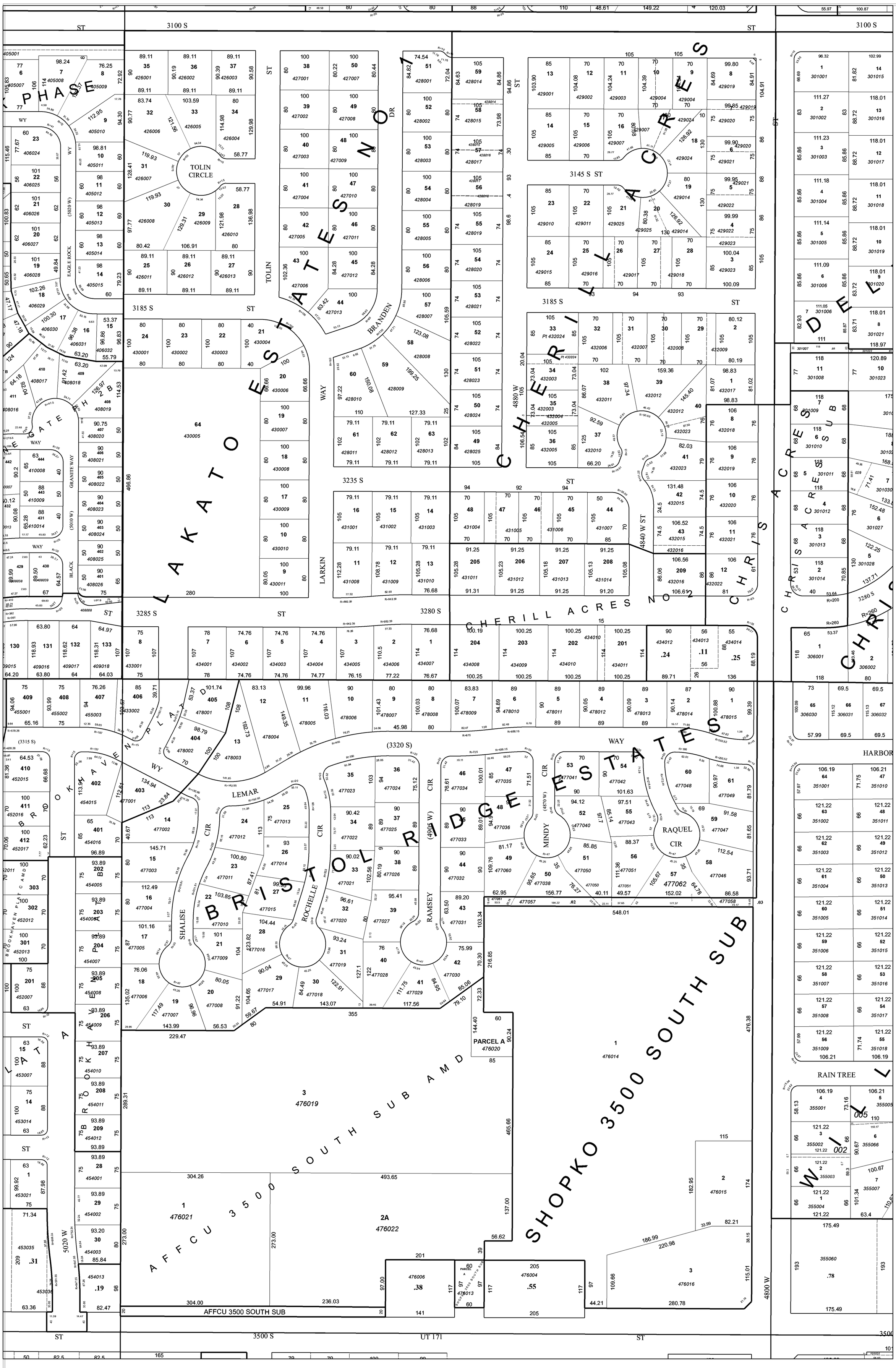
PROFESSIONAL ENGINEER DATE

DESIGN
CHECK
DRAWN
CHECK

REMARKS | DATE | NO. | BY

REVISIONS

12/23/2021 1:54:49 PM H:\ENGDIV\PROJECTS\3100 South Bike Lanes 56W-40W_PW-473\CAD\Drawings\PDF Exhibits\Right of Way\21_4891 W 3100 S_JACKSON.dgn



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

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

E 1/2 SE 1/4 Sec 25 T1S R2W

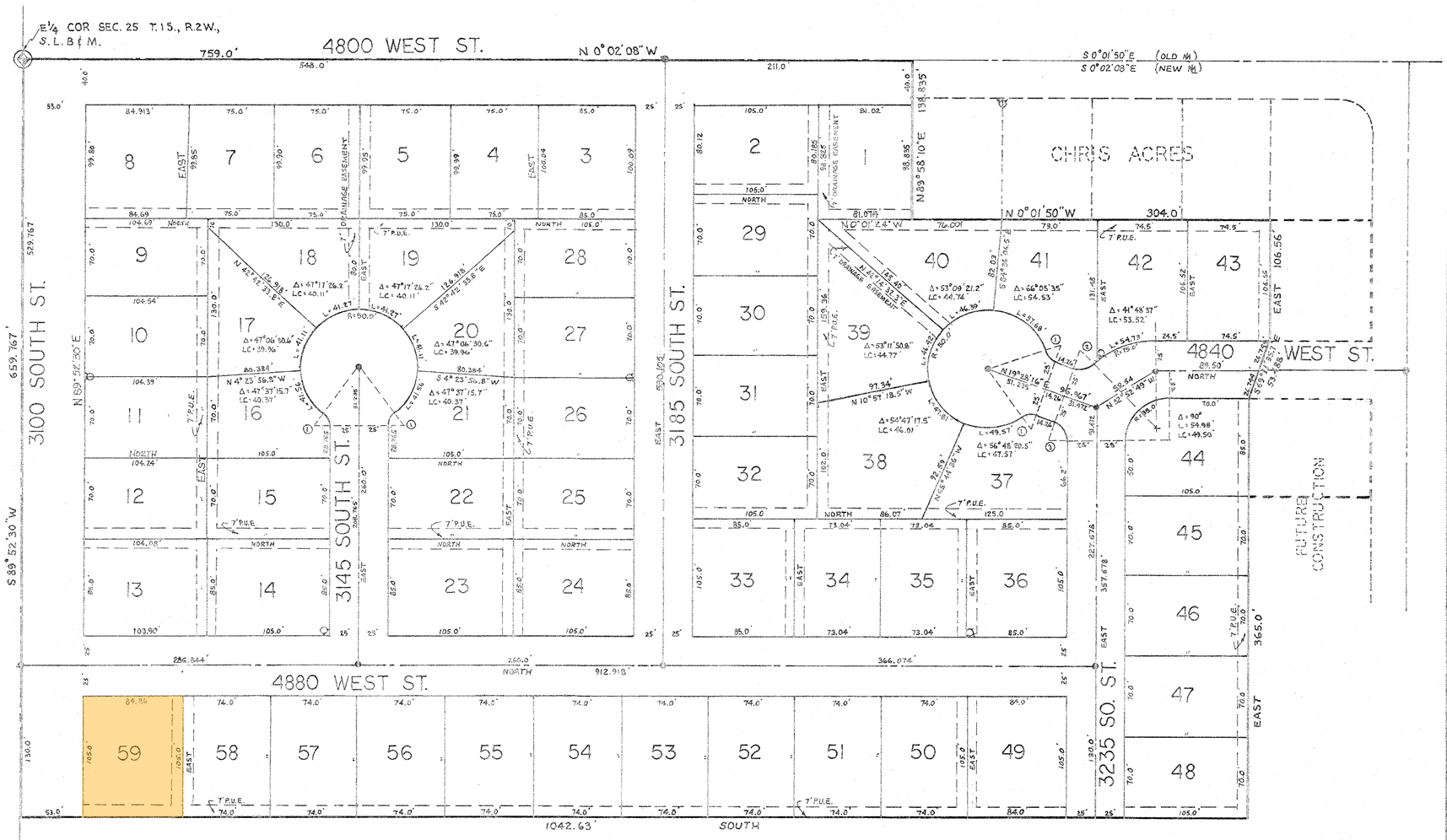
SALT LAKE COUNTY, UTAH

4/20/2020
188

Scale 1"=100'
0 100' 200'
Feet

14-25-42

Area | Section | Page



149 ACRES
59 LOTS
◎ MONUMENTS
FIRE HYDRANTS
PUBLIC UTILITY EASEMENTS

SCALE: 1" = 60'

CURVE DATA

① Δ = 52°01'12.5" R = 15.0 L = 13.619 LC = 13.159
② Δ = 61°16'32.5" R = 21.247' L = 22.724' LC = 21.636
③ Δ = 70°31'44" R = 19.506 L = 24.014' LC = 22.526

SEC. 25 T.1S., R.2W., S.L.B. & M.

SURVEYOR'S CERTIFICATE

I, GEORGE Z. APOSHIAN JR., do hereby certify that I am a Registered Civil Engineer, and or Land Surveyor, and that I hold certificate No. 2425 & 2967, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as CHERILL ACRES SUBDIVION and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

COURSE	DIST.	REMARKS
		BEGINNING AT THE E¼ COR. OF SEC. 25 T.1S., R.2W., S.L.B&M
		AND RUNNING THENCE
S89°52'30"W	659.767	FT. ; THENCE
SOUTH	1042.63	FT. ; THENCE
EAST	365.0	FT. ; THENCE
S69°11'35.7"E	53.488	FT. ; THENCE
EAST	106.56	FT. ; THENCE
N0°01'50"W	304.0	FT. ; THENCE
N89°58'10"E	138.835	FT. ; THENCE
N0°02'08"W	759.0	FT. TO THE POINT OF BEGINNING.

REGISTERED LAND SURVEYOR No. 2425 GEORGE Z. APOSHIAN, JR. STATE OF UTAH

REGISTERED LAND SURVEYOR No. 2967 STATE OF UTAH

19 May 1972
DATE

George Z. Aposhian Jr.

OWNER'S DEDICATION

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

CHERILL ACRES

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

In witness whereof WE have hereunto set OUR HANDS this 24 th day of MAY A.D., 1972.

ACORD INVEST. CO. INC.

O. THAYNE ACORD — PRES.

DEAN C. ACORD — SECY.

AND INDIVIDUALLY

INDIVIDUAL ACKNOWLEDGMENT

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

On the 24th day of May A.D., 1972, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, 2 in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: Aug. 13, 1975

Anny Z. Jackson
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CORPORATION ACKNOWLEDGMENT

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

ON THIS THE 24th DAY OF May A.D., 1972 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY Thayne Acord & Dean C. Acord WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY ARE PRESIDENT AND SECRETARY RESPECTIVELY OF ACORD INVESTMENT Co. INC. Utah CORPORATION, THAT Dean SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES Aug. 13, 1975

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CHERILL ACRES

BEING A SUBDIVISION IN THE SE ¼ OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	BOARD OF HEALTH	FLOOD CONTROL DEPT.	SURVEYOR'S CERTIFICATE	APPROVAL AS TO FORM	COUNTY COMMISSION
APPROVED THIS 22 nd DAY OF Feb., A.D., 1972 BY THE SALT LAKE COUNTY PLANNING COMMISSION.	APPROVED THIS 3 DAY OF March A.D., 1972	APPROVED THIS 6th DAY OF March A.D., 19 72	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS ____ DAY OF ____ A.D., 19__	PRESENTED TO THE BOARD OF SALT LAKE COUNTY COMMISSIONERS THIS 24th DAY OF May A.D., 19 72 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Allen C. Malan	Leland S. Hoffman		8 mar 1972		
CHAIRMAN, SALT LAKE CO. PLANNING COMM.	DIRECTOR, S. L. CO. BOARD OF HEALTH	FLOOD CONTROL COORDINATOR	DATE SALT LAKE COUNTY SURVEYOR	SALT LAKE COUNTY ATTORNEY	ATTEST: SALT LAKE CO. CLERK CHAIRMAN, BD. OF CO. COMM.

RECORDED # 2461998

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

DATE Jun. 8, 72 TIME 5:00 PM BOOK LL PAGE 66

FEE $ 42.00

JERALDEAN MARTIN, Salt Lake County Recorder

SALT LAKE COUNTY RECORDER

FORM APPROVED BY BOARD OF SALT LAKE COUNTY COMMISSIONERS JULY 12, 1967

LL-66

Item #:	
Fiscal Impact:	$1,150.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75277-0200
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed.

SYNOPSIS:

Kele Griffone has signed a Right-of-way Purchase Agreement and Warranty Deed for property located at 2816 West 4100 South (15-33-378-025).

BACKGROUND:

The Kele Griffone property is one of three properties affected by the construction of a Pedestrian Activated Traffic Signal to be constructed as part of the 4100 South Hawk Signal Project (Montaia and Acord). As part of this project pedestrian activated signals will be installed at the intersections of Montaia Drive (2805 West) 4100 South and at Acord Way (4225 West) 4100 South. The signals will be used by school children and others crossing these busy intersections. These two intersection are the 4100 South crossing points for children who live south of 4100 South and who attend Rolling Meadows Elementary and Farnsworth Elementary respectfully.

The Warranty Deed will allow for construction of the signal pole and related equipment associated with the proposed project. Compensation in the amount of $1,150.00 was based upon land values for properties in the area.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM KELE GRIFFONE FOR PROPERTY LOCATED AT 2816 WEST 4100 SOUTH.

WHEREAS, Kele Griffone (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2816 West 4100 South that is affected by the 4100 South Hawk Signal Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, Kele Griffone, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes.

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

1. The property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The property is granted free and clear of all liens and encumbrances, and partial releases for the property shall be furnished to the City prior to payment. At the closing, the title to the property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.

2. The City shall pay $1,150.00 for the property described in Exhibit A. This amount constitutes fair market value and is the entire payment for the property and any and all known or potential damages, costs, or value that may be related to the property described in Exhibit A. Closing shall occur within sixty days of the execution of this Agreement.

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

4. Closing costs shall be paid by the City.

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

(Signatures follow)

GRANTOR
KELE GRIFFONE

State of UTAH)
:ss
County of SALT LAKE)

On this 23RD day of JUNE, 2022, personally appeared before me Kele Griffone, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she executed the foregoing instrument.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705488
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-378-025**

WARRANTY DEED

KELE GRIFFONE, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2816 West 4100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point of cusp on the easterly boundary of the property described in that certain Warranty Deed recorded as Entry No. 7083247 in the office of the Salt Lake County Recorder, said point being South 89°52'32" West 576.36 feet along the section line and North 00°07'28" West 53.86 feet from the South Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along a curve to the right having a radius of 15.00 feet, with a central angle of 85°42'32" (chord bears South 47°01'06" West 20.40 feet) for an arc distance of 22.44 feet; thence North 47°01'06" East 20.40 feet to the Point of Beginning. Contains 56 square feet.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2022.

GRANTOR

_____

KELE GRIFFONE

State of _____)
:ss
County of _____)

On this _____ day of _____, 2022, personally appeared before me **KELE GRIFFONE,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same.

_____
Notary Public

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**15-33-378-025**

WARRANTY DEED

KELE GRIFFONE, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2816 West 4100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at a point of cusp on the easterly boundary of the property described in that certain Warranty Deed recorded as Entry No. 7083247 in the office of the Salt Lake County Recorder, said point being South 89°52'32" West 576.36 feet along the section line and North 00°07'28" West 53.86 feet from the South Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along a curve to the right having a radius of 15.00 feet, with a central angle of 85°42'32" (chord bears South 47°01'06" West 20.40 feet) for an arc distance of 22.44 feet; thence North 47°01'06" East 20.40 feet to the Point of Beginning. Contains 56 square feet.

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

WITNESSED the hand of said GRANTOR this 23rd day of June, 2022.

GRANTOR

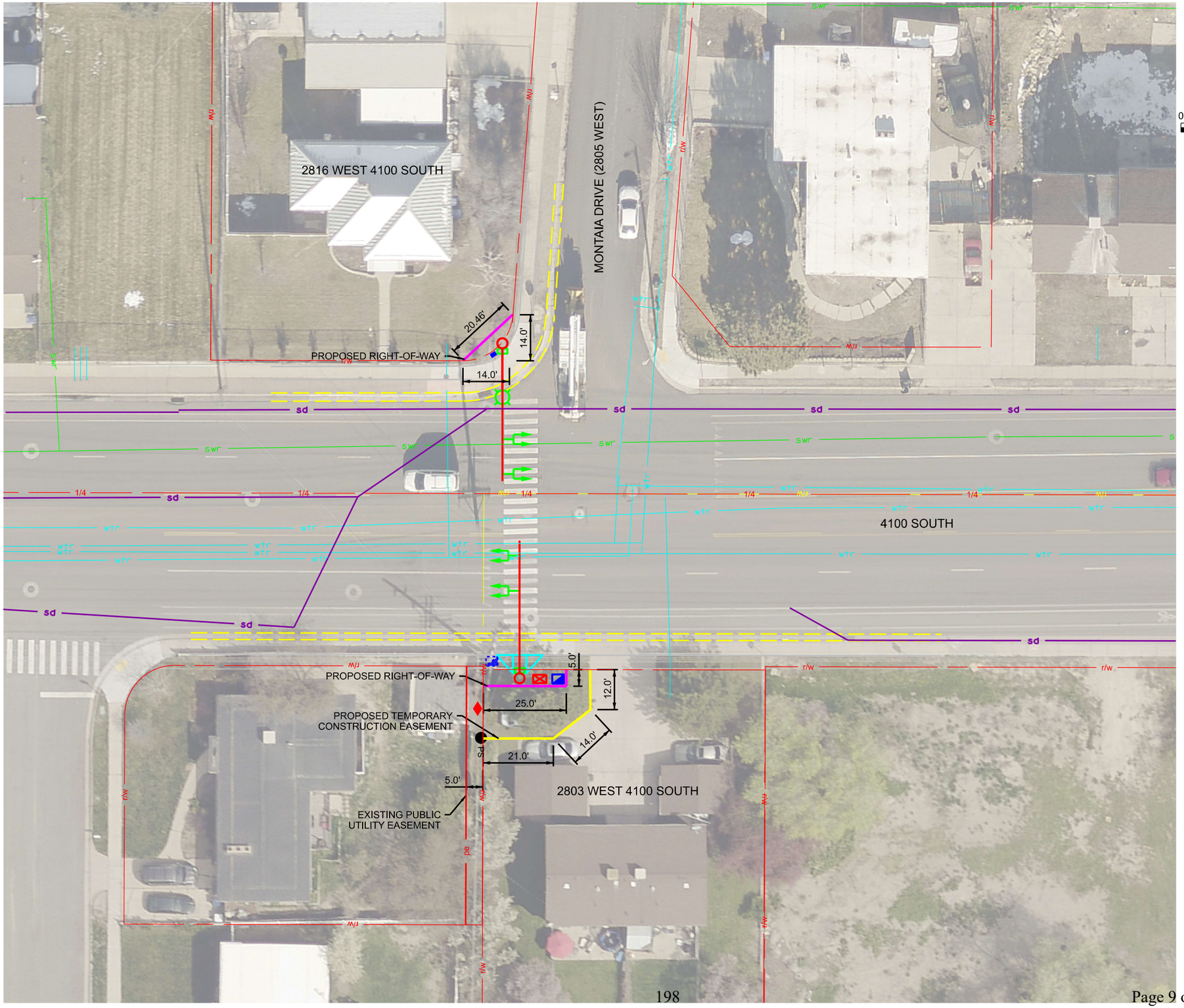
KELE GRIFFONE

State of UTAH)
:ss
County of SALT LAKE)

On this 23rd day of JUNE, 2022, personally appeared before me **KELE GRIFFONE,** whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



REVISIONS

NO.	DATE	REMARKS	BY

DESIGN CHECK DRAWN CHECK

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

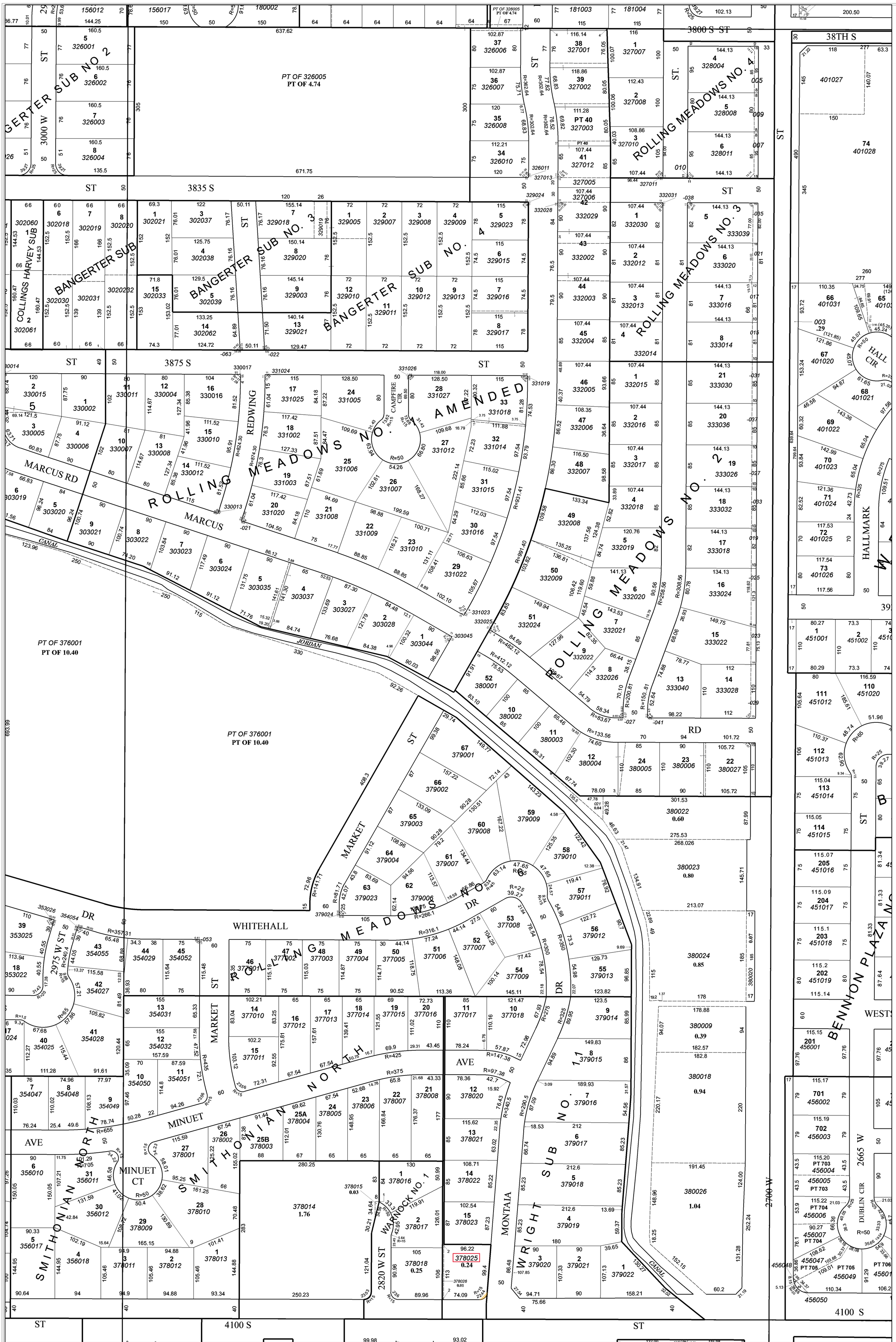
PROFESSIONAL ENGINEER DATE

DESIGN

4100 SOUTH MONTAIA
PEDESTRIAN HAWK SIGNAL
SIGNAL PLAN
PROJECT NUMBER WVC ENG

SHEET NO. SG-02

$$date$$ $$time$$ $$file$$



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.
This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

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

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

SALT LAKE COUNTY, UTAH

8/27/2021

199

Scale 1"=100'

0 100' 200'

Feet

15-33-32

Area

Section

Page

Item #:	
Fiscal Impact:	$5,900.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75277-0200
Budget Opening Required:	No

ISSUE:

A resolution authorizing the execution of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

2803 West 4100 South, LLC has signed a Right-of-way Purchase Agreement, Warranty Deed and a Temporary Construction Easement for property located at 2803 West 4100 South (21-04-127-016).

BACKGROUND:

The 2803 West 4100 South, LLC is one of three properties affected by the construction of a Pedestrian Activated Traffic Signals to be constructed as part of the 4100 South Hawk Signal Project (Montaia and Acord). As part of this project pedestrian activated signals will be installed at the intersections of Montaia Drive (2805 West) 4100 South and at Acord Way (4225 West) 4100 South. The signals will be used by school children and others crossing these busy intersections. These two intersections are the 4100 South crossing points for children who live south of 4100 South and who attend Rolling Meadows Elementary and Farnsworth Elementary respectfully.

The Warranty Deed and Temporary Construction Easement will allow for construction of the signal pole and related equipment associated with the proposed project. Compensation in the amount of $5,900.00 was based upon an appraisal report prepared by the Fortis Group LLC.

RECOMMENDATION:

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

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM 2803 WEST 4100 SOUTH, LLC FOR PROPERTY LOCATED AT 2803 WEST 4100 SOUTH.

WHEREAS, 2803 West 4100 South LLC (herein "Owner") has entered into a Right of Way Purchase Agreement for property located at 2803 West 4100 South that is affected by the 4100 South Hawk Signal Project (herein "Project"); and

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

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

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

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
RIGHT OF WAY PURCHASE AGREEMENT

On this _____ day of _____, 20___, 2803 West 4100 South, LLC (herein GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, certain property and an easement for right-of-way purposes.

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

1. GRANTOR shall deliver a warranty deed in the form and for the property described in Exhibit A. GRANTOR shall also deliver a temporary construction easement in the form and for the property described in Exhibit B.

2. The City shall pay $5,900.00 for the property and easements described in Section 1. This amount constitutes fair market value and is the entire payment for the property and easement and any and all known or potential damages, costs, or value that may be related to the property and easement. Closing shall occur within sixty days of the execution of this Agreement.

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

4. The compensation set forth in Section 2 above includes the cost to the Grantor to restore the temporary construction easement property. Such restoration is the responsibility of the Grantor.

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

(signatures follow)

GRANTOR
2803 WEST 4100 SOUTH, LLC

State of UTAH)
:ss
County of SALT LAKE)

On this 15TH day of JULY, 2022, personally appeared before me James C. Heward, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Manager of 2803 West 4100 South, LLC, and that the foregoing instrument was signed in behalf of said limited liability company by him by authority of its members or articles of organization, and he acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**21-04-127-016**

WARRANTY DEED

2803 West 4100 South, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, located at **2803 West 4100 South**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

> A parcel of land in fee, being part of an entire tract of property located in the Northeast Quarter of the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcel of land are more particularly described as follows:
>
> Beginning at the northwest corner of Grantor's property, said point being South 89°52'32" West 584.92 feet along the section line and South 0°02'12" East 40.0 feet, from the Northeast Corner of the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°52'32" East 25.00 feet along the southerly line of 4100 South Street; thence South 00°02'12" East 5.00 feet; thence South 89°52'32" West 25.00 feet to the west boundary of Grantor's property; thence North 00°02'12" West 5.00 feet along said west boundary to the Point of Beginning. The above described parcel of land contains 125 square feet in area.

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2022.

GRANTOR
2803 West 4100 South, LLC,
a Utah limited liability company

_____
James C. Heward, Manager

State of _____)
:ss
County of _____)

On this _____ day of _____, 2022, personally appeared before me **James C. Heward**, whose identity is/personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Manager**, of the **2803 West 4100 South, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledge to me that said limited liability company executed the same.

_____
Notary Public

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

Space above for County Recorder's use

PARCEL ID NO: **21-04-127-016**

TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **2803 West 4100 South, LLC, a Utah limited liability company**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2803 West 4100 South**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land for an easement, being part of an entire tract of property located in the Northwest Quarter of Section 04, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said easement being more particularly described as follows:
>
> Beginning at a point South 89°52'32" West 559.92 feet along the section line and South 0°02'12" East 40.0 feet from the Northeast Corner of the Northwest Quarter of Section 4, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°52'32" East 7.00 feet along the southerly line of 4100 South Street; thence South 00°02'12" East 12.00 feet; thence South 52°12'51" West 13.91 feet; thence South 89°52'32" West 21.00 feet to the west boundary of Grantor's property; thence North 00°02'12" West 15.50 feet along said west boundary; thence North 89°52'32" East 25.00 feet; thence North 00°02'12" West 5.00 feet to the Point of Beginning. Encompassing 484 square feet.

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

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

WITNESSED the hand of said GRANTOR this _____ day of _____, 2022.

GRANTOR
2803 West 4100 South, LLC,
a Utah limited liability company

_____
James C. Heward, Manager

State of _____)
:ss
County of _____)

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Notary Public

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Portion of PARCEL I.D. #**21-04-127-016**

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WITNESSED the hand of said GRANTOR this 15TH day of JULY, 2022.

GRANTOR
2803 West 4100 South, LLC,
a Utah limited liability company

James C. Heward, Manager

State of UTAH)
:ss
County of SALT LAKE)

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NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public

WHEN RECORDED RETURN TO:
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West Valley City, Utah 84119

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PARCEL ID NO: **21-04-127-016**

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GRANTOR
2803 West 4100 South, LLC,
a Utah limited liability company

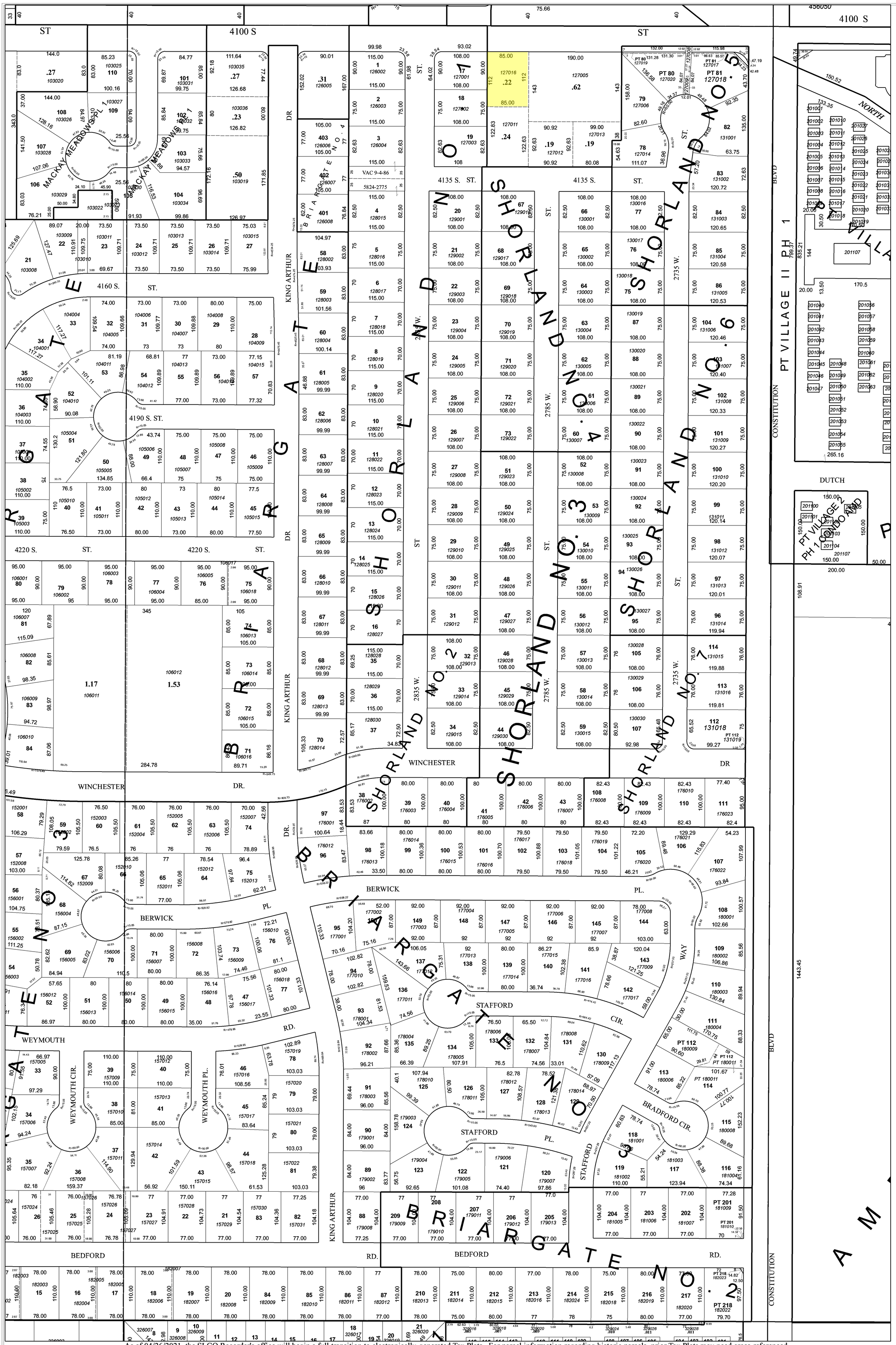
James C. Heward, Manager

State of UTAH)
:ss
County of SALT LAKE)

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NOTARY PUBLIC
STEVEN J. DALE
Commission No. 705426
Commission Expires
MARCH 27, 2023
STATE OF UTAH

Notary Public



As of 04/26/2021, the SLCO Recorder's office will begin a full transition to electronically-generated Tax Plats. For parcel information regarding historic parcels, prior Tax Plats may need cross-referenced.

This Tax Plat is not intended to represent actual physical properties. In order to establish exact physical boundaries, a survey of the property may be necessary. Parcel numbers are for taxation reference purposes only and are subject to change.

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

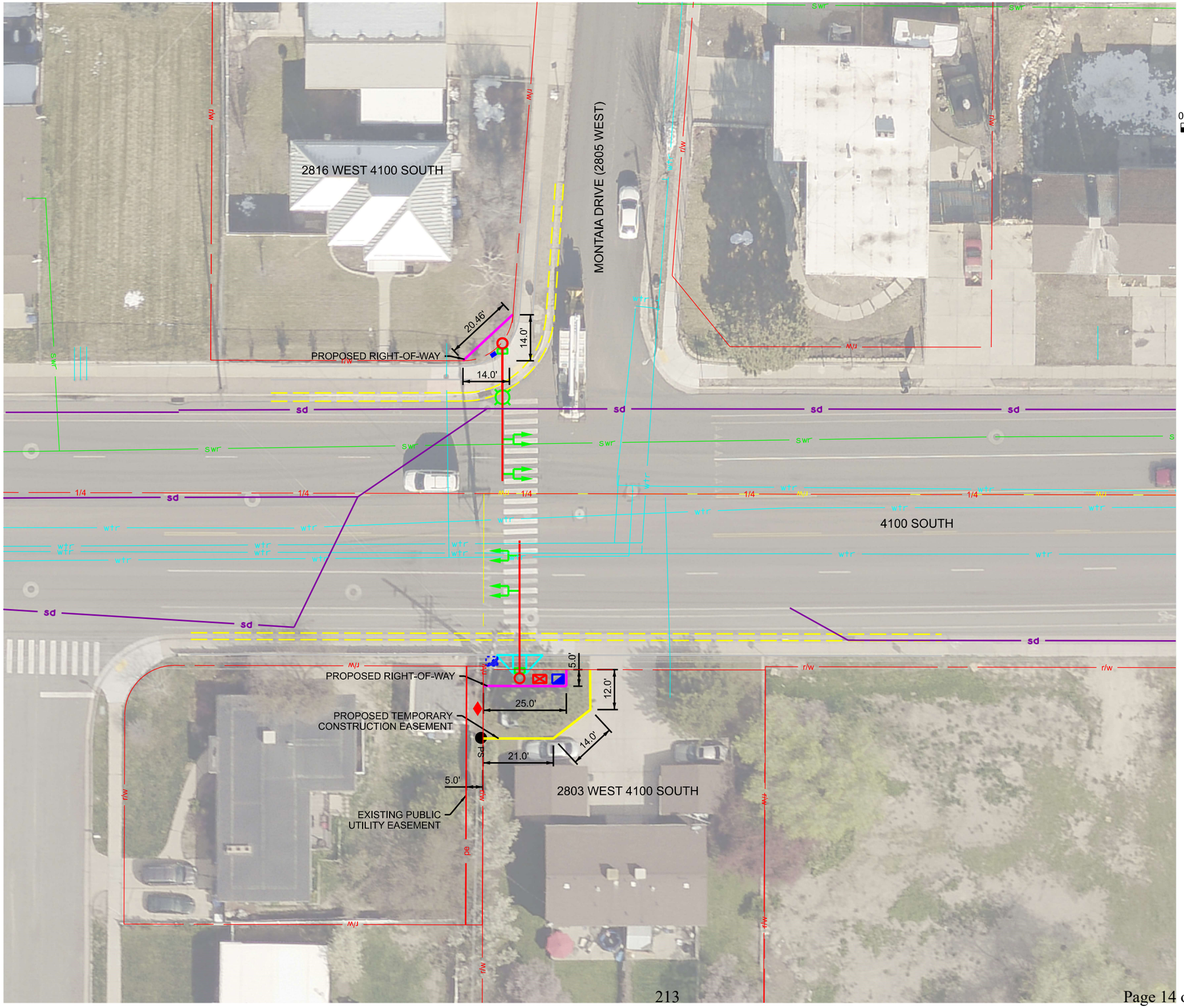
E 1/2 NW 1/4 Sec 04 T2S R1W

SALT LAKE COUNTY, UTAH

1/4/2022
212

Scale 1"=100'
0 100' 200'
Feet

21-04-12



NO.	DATE	REMARKS
		REVISIONS

DESIGN ___ CHECK ___
DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

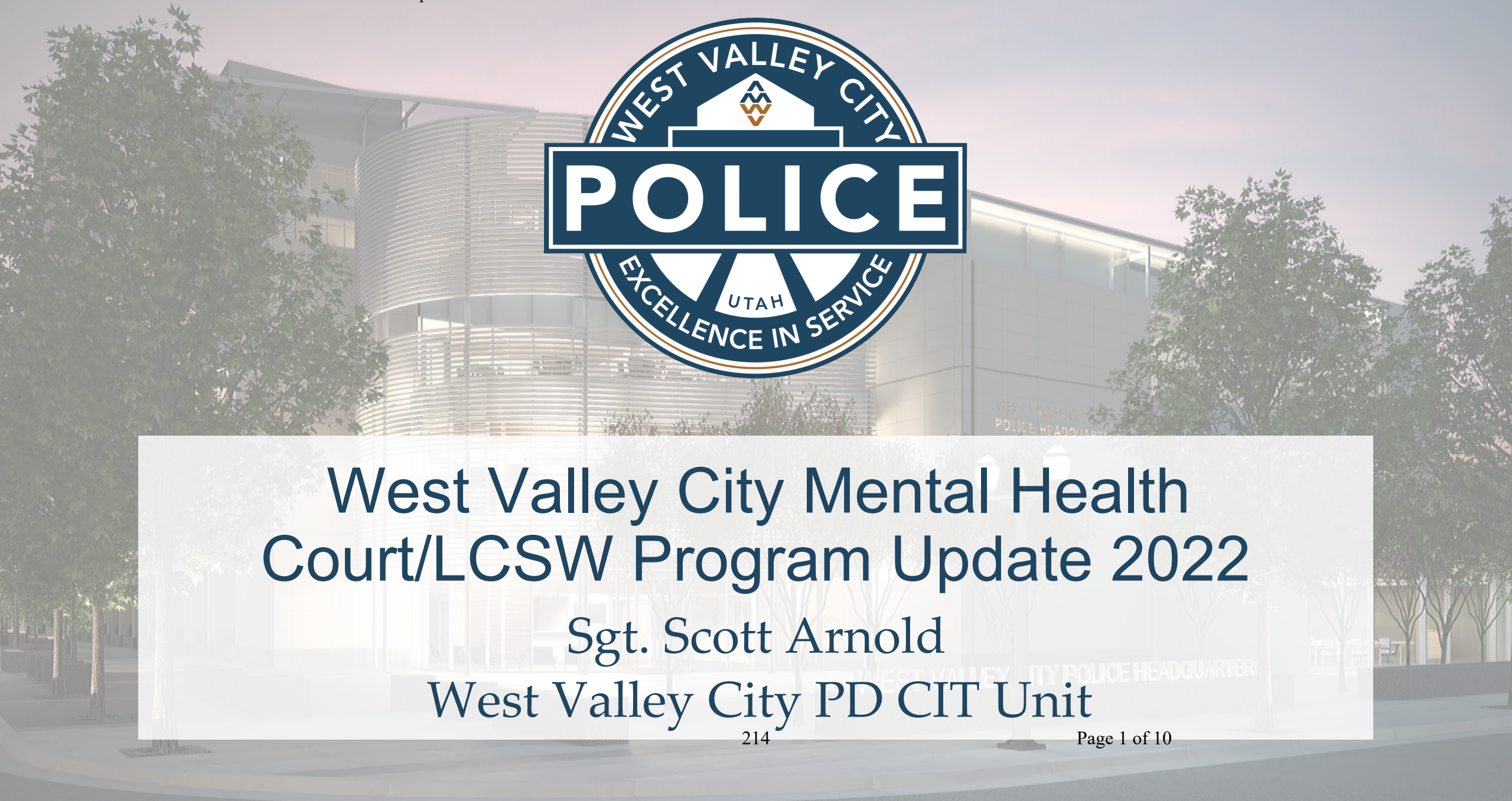
PROFESSIONAL ENGINEER ___ DATE ___

DESIGN

4100 SOUTH MONTAIA
PEDESTRIAN HAWK SIGNAL
SIGNAL PLAN
PROJECT NUMBER WVC ENG

SHEET NO. SG-02

$$date$$ $$time$$ $$file$$



West Valley City Mental Health Court/LCSW Program Update 2022

Sgt. Scott Arnold
West Valley City PD CIT Unit

WVC MENTAL HEALTH COURT UPDATE

The WVC Mental Health Court is a collaborative effort between law enforcement, criminal justice, and mental health organizations to provide additional avenues for treatment and mental health assistance to violators with qualifying offenses and a qualifying mental health diagnosis.

The ability of the Court to connect mental health clients into community resources has seen great success for mental health clients in West Valley City. Many of these clients have had numerous contacts with police prior to being in MHC. Since being in MHC, their contacts with police outside of the MHC program have significantly dropped, in some cases to no police involvements. They are also able to utilize Cornerstone Counseling, other resources after completion of the program.

WVC MENTAL HEALTH COURT UPDATE

- Qualifying Offenses: Class B Misdemeanors and below. Some Class A Misdemeanors with City Attorney approval.
- Qualifying Diagnoses: Psychosis, Schizophrenia,
- Schizoaffective Disorder, Major Depression, Bi-Polar.
- Medium to High-Risk Offenders
- 100% Voluntary program
- 4 phase probation: mandatory court appearances, counseling, UA's, etc.
- Currently being done virtually due to COVID restrictions.
- Partnerships with WVC Justice Court, PD, Cornerstone Counseling, SL County Probation, other community resources.



MHC 2022 STATISTICS (January 1-July 31, 2022)



- 16 Probationers in MHC during 2022. 11 current, 3 graduated, 2 non-compliant/jail.
- 7 current referrals, pending LSCMI evaluation, plea-in
- 4 referrals that did not qualify (low risk, didn't meet initial requirements, no longer live in SL County)
- 4 offered MHC, declined. Cases sent to WVC Justice Court
- 5 currently out to warrant, never plead into MHC
- Detectives/LCSW average 10-12 compliance checks per month. Currently at 80 compliance checks for 2022.

LCSW PROGRAM UPDATE

Our LCSW: Tori Yeates

- Over 20 years experience working with mental health and substance abuse issues.
- Employee of Huntsman Mental Health Institute
- WVC Contracted employee as of 11/15/2019
- Worked with MCOT, Suicide Hotline, SafeUT
- Mental Health Coordinator for CIT Metro
- President and acting chair of Utah Chapter of the American Foundation for Suicide Prevention
- Recently appointed to the State FOP Board for Officer Wellness
- Survivor Council for Medical Examiners Office
- Teaches courses on "Cop Culture" and how to work with law enforcement to other LCSW's

HUNTSMAN MENTAL HEALTH INSTITUTE UNIVERSITY OF UTAH

LCSW PROGRAM UPDATE

ROLES AND RESPONSIBILITIES

Mental Health Court

- Responds with MHC Detective on follow-ups and compliance visits to MHC probationers to assess homelife, provide resources, intervene if probationer is experiencing mental health crisis.
- Works with local treatment providers and case managers to assist with probation compliance and treatment services.
- Coordinate with outpatient treatment or medical providers to provide clinical feedback.
- Attends court “staffing” and “docket” each week to provide clinical insight into probationers.

LCSW PROGRAM UPDATE

ROLES AND RESPONSIBILITIES

Homeless Outreach: Conducts in person contact with transient individuals to provide resources. Works with Homeless Outreach detectives in COP. Part of WVC Homeless Task Force.

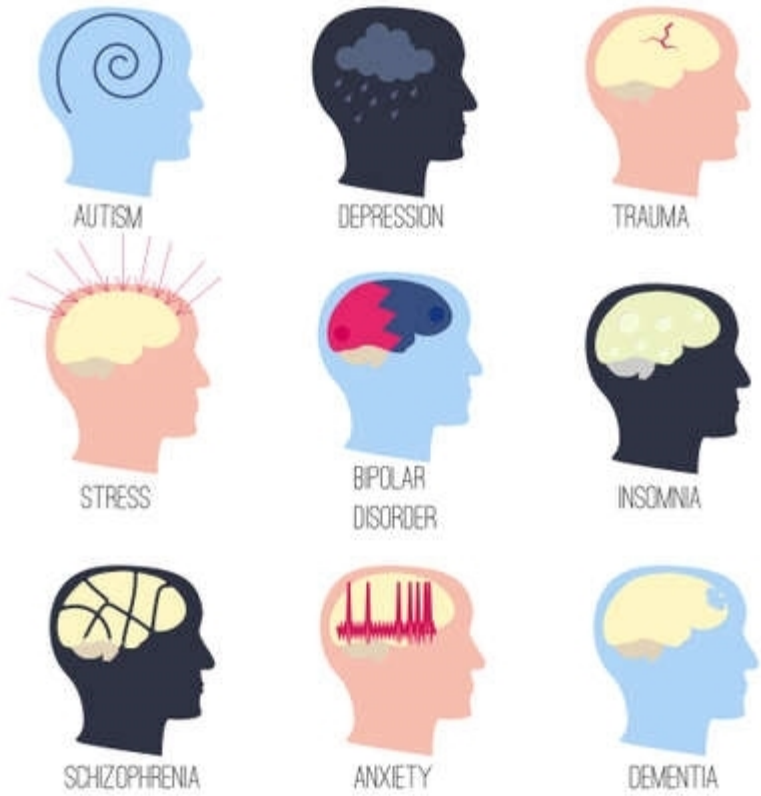
Assists in developing and providing training for police officers: CIT Academies, In-House Training, POST, etc.

Reviews CIT/Mental Health reports from CIT Tier 2 Officers

Reviews ALL involuntary commitments completed by WVCPD Officers ("Pink Sheets")

Responds with CIT Detectives on follow-ups with MH consumers to provide resources to consumers and caregivers.

Assists in conducting Threat Assessments



LCSW PROGRAM UPDATE

STATS JANUARY 2022-JULY 2022

Assigned Cases: 129. These are reviews of all involuntary commitment "pink sheet" cases to ensure officers have followed policy and state law to assist in limiting the department liability.

Homeless Outreach Contacts: 9. Attends Homeless Task Force Meetings. Works with COP to address complicated cases with mental health component. Working on taking a more active role in homeless outreach.

Threat Assessments: 10. These vary from threats to businesses, city entities, individuals, law enforcement, etc. Provides a Clinical Threat Assessment to go along with LE Threat Assessment.

MHC Probation Compliance Checks: 80. Responds with MHC Detectives on each compliance check. Provides resources.

CIT Consumer Follow-up's: 26. Responds with CIT detectives on follow-ups with various mental health consumers.

LCSW PROGRAM UPDATE

STATS JANUARY-JULY 2022

Officer Training: Taught 2-3 classes at 5 CIT Academies. Instructed at POST 2 times, 3 In-House trainings for new-hires. Taught 1 Tier 2 CIT and 1 CIT Instructor courses. Provided on-line training for officers on legislative updates to the Involuntary Commitment (pink sheet)law.

Additional: Working with legislators (Sen. Thatcher/Rep. Eliason) on CIT related projects, including establishing a statewide Mental Health Database. Assisting in developing new CIT Programs/Trainings at WVCPD-Project Safeguard, Kulture City Sensory Inclusion Training, etc.

QUESTIONS??



August 10, 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.

August 2022

August 17, 2022 *Wednesday*	MyHometown Interfaith Meeting, 12-1:30 PM; City Hall, 3600 S Constitution Blvd
August 17, 2022 *Wednesday*	Hump Day Buffet, 5:30 PM; Fairbourne Station, 3590 S Market Street
August 18, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 18, 2022 *Thursday*	Big Time Rush, 8 PM; USANA, 5150 Upper Ridge Road
August 19, 2022 *Friday*	Karl Malone Plaza Cycle Bike Night Event, 6-9 PM; 1379 W 3300 S
August 19, 2022 *Friday*	The Australian Pink Floyd Show, 7 PM; USANA, 5150 Upper Ridge Road
August 19, 2022 *Friday*	Joe Rogan, 8 PM; Maverik Center, 3200 S Decker Lake Dr
August 20, 2022	My Hometown Granger Day of Service, 8 AM;

Saturday	Check in at LDS Church @2850 West 3835 South
August 20, 2022 *Saturday*	National Night Out Safety and Wellness Fair/Safe Kids Safety Fair, 10 AM-4 PM; Centennial Park 5415 W 3100 S
August 21, 2022 *Sunday*	Suicideboys, 7 PM; USANA, 5150 Upper Ridge Road
August 22, 2022 *Monday*	Blood Drive, 9:30 AM to 2:30 PM; City Hall Multipurpose Room, 3600 S Constitution Blvd
August 24, 2022 *Wednesday*	Hump Day Buffet, 5:30 PM; Fairbourne Station, 3590 S Street
August 24, 2022 *Wednesday*	Incubus, 7 PM; USANA, 5150 Upper Ridge Road
August 25th, 2022 *Thursday*	Healthy Start West Valley, 4-9PM; Centennial Park, 5415 W. 3100 S.
August 25, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
August 26, 2022 *Friday*	National Night Out Block Parties; Various Times and Locations
August 27, 2022 *Saturday*	My Hometown Granger Community Resource Center Grand Opening, 5-8 PM; CRC Building 2850 West 3835 South
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/ WVC Neighborhood Nights- National Night Out Wrap Up Festival, 5:30 PM; Fairbourne Station, 3590 S Market Street

September 2022

September 1, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 2, 2022 *Friday*	Jack Johnson, 7:15 PM; USANA, 5150 Upper Ridge Road
September 2, 2022 *Friday*	Los Tigres Del Norte, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 3, 2022 *Saturday*	Emmanuel, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 5, 2022 *Monday*	Labor Day – City Offices Closed
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*	Alabama, 7 PM; Maverik Center, 3200 S Decker Lake Dr
September 8, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
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, 5:30 PM; USANA, 5150 Upper Ridge Rd
September 10, 2022	My Hometown North Granger Community Resource

Saturday	Center Festival, 5-9 PM; CRC Building 2835 South 2855 West
September 10, 2022 *Saturday*	Morgan Wallen, 7 PM; USANA, 5150 Upper Ridge Road
September 10, 2022 *Saturday*	Live Live Suicide Prevention Event, 7-9 PM; Maverik Center, 3200 S Decker Lake Dr
September 15, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 15, 2022 *Thursday*	Keith Urban, 7 PM; USANA, 5150 Upper Ridge Road
September 17, 2022 *Saturday*	My Hometown North Granger Day of Service, 8 AM; 4 Check in locations
September 17, 2022 *Saturday*	Triathlon/Biathlon/Centennial Fitness Challenge; Centennial Park, 5405 W 3100 S
September 17, 2022 *Saturday*	Lany, 7 PM; USANA, 5150 Upper Ridge Road
September 17, 2022 *Saturday*	AMA Enduro Cross, 7 PM; Maverik Center, 3200 S Decker Lake Dr
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 22, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
September 24, 2022 *Saturday*	MyHometown Granger Day of Service, 8 AM; Check in at LDS Church @2850 West 3835 South
September 24, 2022 *Saturday*	Clean and Beautiful Awards Reception, 9:30 AM- 11 AM; Utah Cultural Celebration Center, 1355 W 3100 S

September 27, 2022 *Tuesday*	Jack Harlow, 8 PM; Maverik Center, 3200 S Decker Lake Dr
September 29, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S

October 2022

October 4, 2022 *Tuesday*	Knotfest Roadshow, 6:30 PM; USANA, 5150 Upper Ridge Road
October 6, 2022 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
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*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5415 W 3100 S
October 13, 2022 *Thursday*	Rufus Du Sol, 8PM; Maverik Center, 3200 S. Decker Lake Dr
October 15, 2022 *Saturday*	MyHometown North Granger Day of Service, 8 AM; 4 Check in Locations
October 15, 2022 *Saturday*	Five Finger Death Punch, 6:30 PM; USANA, 5150 Upper Ridge Road
October 22, 2022 *Saturday*	MyHometown Granger Day of Service, 8 AM; Check in at LDS Church @2850 West 3835 South
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 & 29, 2022 *Friday & Saturday*	Nightmare Alley, WVCFFC, 5415 W 3100 S
October 29, 2022 *Saturday*	Day of the Dead, 11 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
November 8, 2022 *Tuesday*	**No City Council Meetings- Election Day**
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
November 29, 2022	**No City Council Meetings- 5th Tuesday**

Tuesday

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 9, 2022 *Friday*	Bill Burr, 8 PM; Maverik Center, 3200 Decker Lake Dr
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 20, 2022 *Tuesday*	**No City Council Meetings**
December 25, 2022 *Sunday*	Christmas Day – City Offices Closed
December 26, 2022 *Monday*	Christmas Holiday – City Offices Closed
December 27, 2022 *Tuesday*	**No City Council Meetings**

A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, August 23, 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 28, 2022 (Special Meeting)

5. Resolutions:

   A. 22-05: Extend a Loan to West Valley City, Approve Interarea Loans, and Authorize the Execution of a Promissory Note

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

B. 22-06: Authorize the Redevelopment Agency of West Valley City to Renew the Hometown Scholars Contribution Agreement with the University of Utah

C. 22-07: Authorize the Agency to Execute a Real Estate Purchase and Sale Agreement with Thomas and Nancy Bruzenak for Properties Located at 3043 West Lehman Avenue and 3064-3066 West Lehman Avenue

6. Adjourn

MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – JUNE 28, 2022
-1-

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, JUNE 28, 2022, AT 6:43 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 CHAIRMAN SCOTT HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief *(electronically)*
John Evans, Fire Chief
Jim Welch, Finance Director *(electronically)*
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jason Erekson, Acting Parks and Recreation Director *(electronically)*
John Flores, HR Director *(electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*

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

Mr. Huynh moved to approve the Minutes of the Regular Meeting held June 7, 2022. Mr. Fitisemanu seconded the motion.

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

RESOLUTION 22-04: APPROVE AN INCENTIVE AGREEMENT WITH

DRAFT

GODFREY WEST INVESTORS, LLC

Wayne Pyle, City Manager, presented proposed Resolution 22-04 that would approve an Incentive Agreement with Godfrey West Investors, LLC

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

> 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.
>
> 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.

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

Ms. Lang moved to approve Resolution 22-04.

Mr. Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

MOTION TO ADJOURN
All voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, JUNE 28, 2022, WAS ADJOURNED AT 6:44 PM. BY CHAIRMAN HARMON.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the Redevelopment Agency of West Valley City held Tuesday, June 28, 2022.

_____
Nichole Camac
Secretary

DRAFT

Item:
Fiscal Impact: $1,000,000
Funding Source: RDA
Account #: 22-6071-40310-00000-0000
Budget Opening Required: ☐

ISSUE:

This resolution approves a $1,000,000.00 revolving line of credit from the WVC RDA to the City for exclusive use to promote or co-promote live shows and events at Maverik Center.

SYNOPSIS:

Programming at the Maverik Center is a critical component to driving increased economic growth at the venue. In order for the city to optimize revenue and sustainable revenue growth, it needs the increased ability to procure programming and promote or co-promote shows independently.

Standard industry practice is for promoters to pay the performer a deposit (generally 50% of projected ticket sales, but it varies) upon execution of the agreement to secure the date. Upon the performance occurring, the event gross revenue is reconciled, and the funds replenished. This line of credit will solely be used to secure the artist's deposits. These standard deposits are low risk, as it is rare that a performer will sell less than 50% of projected ticket sales - when the aggregate of deposits is pooled together amongst numerous shows, the risk is further mitigated.

BACKGROUND:

Presently, the City (through Centennial Management) participates in promotion or co-promotion on a limited basis using the annual operating budget. This $1,000,000.00 loan from the WVC RDA will provide the City the opportunity to significantly increase revenue, economic impact, and programming by immediately increasing the ability to procure shows and events at the venue more competitively and with more frequency.

RECOMMENDATION:

The WVC RDA Administrator recommends approval.

SUBMITTED BY:

Mark Nord, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION EXTENDING A LOAN TO WEST VALLEY CITY, APPROVING INTERAREA LOANS, AND AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE.

WHEREAS, Section 17C-1-409 authorizes community reinvestment agencies to expend funds for development within a project area; and

WHEREAS, the Agency is willing to lend certain funds in accordance with state law to West Valley City (the "City") to facilitate development within the Multipurpose Center Project Area; and

WHEREAS, the City is willing to accept said loan and projections for funds are sufficient to repay said loan; and

WHEREAS, a Promissory Note has been prepared by and between the Agency and the City setting forth the terms on which the loan shall be extended, and

WHEREAS, the Board of Directors of the Agency has determined that it is in the best interests of the citizens of West Valley City to extend said loan and execute said Promissory Note.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agency is authorized to extend a loan to the City on the terms set forth in the Promissory Note and that the Chief Executive Officer is authorized to execute said Promissory Note for and on behalf of the Agency.

BE IT FURTHER RESOLVED that the Agency is authorized to loan an amount not to exceed $1,000,000 from other Agency project areas to the Multipurpose Center Project Area.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

PROMISSORY NOTE
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

For an amount not to exceed $1,000,000.00 Date:_____

FOR VALUE RECEIVED, the Redevelopment Agency of West Valley City promises to lend an amount not to exceed $1,000,000.00 (the "Loan") to West Valley City on the following terms:

1. The Loan shall be interest-free. The Loan shall be made in installments at the request of the City.

2. Except as set forth below, the Loan shall be repaid on or before the expiration of the Multipurpose Center Project Area (the "Due Date").

3. The City may repay the Loan in full or in part at any time before the Due Date with no prepayment penalty.

4. The Redevelopment Agency may call this Note due and terminate any future obligations to provide Loan installments to the City with thirty days' notice at any time prior to the Due Date.

By:
Redevelopment Agency of West Valley City

_____
Chief Executive Officer

Attest:

Approved as to form 8/10/2022
Brandon Hill

_____
Secretary

By:
West Valley City

_____
Mayor

Attest:

_____
City Recorder

Item: _____
Fiscal Impact: $180,000.00
Funding Source: RDA 17C-1-411 Housing Funds
Account #: _____

ISSUE:

A Resolution authorizing the Redevelopment Agency of West Valley City to renew an Agreement with the University of Utah to partner with the Opportunity Scholars Program specifically for the My Hometown Scholarship for the benefit of West Valley City students in a program to promote higher education as part of the strategic goals set forth by the Council for Economic Development.

SYNOPSIS:

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

This year the My Hometown Scholarship program assisted 55 West Valley City University Students. There have been 10 students graduate from the program with an additional 24 scheduled to graduate this year. This scholarship program is widely advertised and promoted at all of the City's High Schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well. To this end, since its inception, 25 students have been involved in internships with various businesses in the City as well.

BACKGROUND:

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2022. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity scholars has a 93% graduation rate for those in its program. Opportunity scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

RECOMMENDATION:

Approval of the Resolution and Contribution Agreement.

SUBMITTED BY:

Nicole Cottle, Community and Economic Development Director

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY TO RENEW THE HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF UTAH.

WHEREAS, the Redevelopment Agency of West Valley City (the "Agency") undertakes a variety of initiatives to promote economic development in the City; and

WHEREAS, one of the strategic long-term goals of the Agency is to promote the successful completion of higher education for West Valley City students as this provides for a strong capable workforce and a more stable economy in the City; and

WHEREAS, the University of Utah's David Eccles Business School (the "University") operates an Opportunity Scholars Program (the "Program") that offers mentoring, scholarships, and academic support to first generation immigrant students at the University; and

WHEREAS, the Program has achieved a 93% graduation rate for program participants, all of whom qualify for need based financial aid and who face substantial barriers to educational attainment prior to Program participation; and

WHEREAS, the Agency and West Valley City share a commitment to promoting an educated workforce in the City and supporting the continued vitality of West Valley City's immigrant community; and

WHEREAS, the Agency and the University have established the Hometown Scholars partnership that has produced excellent results for West Valley City residents; and

WHEREAS, the partnership between the Agency and the University has offered a unique opportunity to promote shared goals of supporting affordable housing options and investing in the future leaders of our City; and

WHEREAS, the Agency has prepared a Contribution Agreement (the "Agreement") between the Agency and the University to offer support to the Program and to continue a partnership between the Agency and the University; 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 in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement") is entered into as of _____ _____ (the "Effective Date"), by and between the Redevelopment Agency of West Valley City, a Utah political subdivision ("AGENCY") and the University of Utah ("University"), a body politic and corporate of the State of Utah, on behalf of its David Eccles School of Business (the "Business School").

RECITALS

A. The Business School operates the Opportunity Scholars Program the ("Program"), which provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance and anytime access to Latu Kinikini (the "Program Director");

B. The Business School's Opportunity Scholars Program offers first generation students who qualify for need-based financial aid a combination of scholarships and mentoring services that has proven extremely effective in increasing graduation rates and preparing students to maximize their opportunities following graduation; and

C. The AGENCY seeks to contribute funds to the Business School in support of a pilot program to facilitate academic success and offer support for the partial or full cost of attendance, including housing expenditures.

For the consideration set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Engagement; Services and Work Product. In exchange for the Contribution (as defined below), the AGENCY hereby engages the Business School as an independent contractor, and the Business School hereby accepts such engagement, upon the terms and subject to the conditions set forth in this Agreement.

1.1 Services. During the term of this Agreement, the Business School, through the Program, will use the Contribution for scholarships as set forth in Exhibit A.

1.2 Program Director. The Program Director responsible for supervising students engaged in the Program shall be Latu Kinikini, unless the parties agree otherwise. In the event the Program Director is unwilling or otherwise unable to continue performing services as the Program Director (for example, the Program Director terminates his or her employment with the University of Utah for any reason), the parties will in good faith select a replacement Program Director acceptable to both parties. If the parties are unable, for any reason, to identify a Program Director acceptable to both parties, either the AGENCY or the Business School may terminate this Agreement upon thirty (30) calendar days notice to the other party.

2. Contribution.

2.1 Contribution. In support of the Program, AGENCY shall contribute Ninety Thousand Dollars ($90,000.00) (the "Contribution") to the Business School.

2.2 Cash Payment. The AGENCY shall pay the Contribution to the Business School within thirty days of execution of this Agreement.

2.3 Housing Units. The AGENCY shall secure, and be responsible for all payments associated with, four two bedroom housing units for use by Program participants selected by the Business School ("Units"). No portion of the Contribution made to the Business School is intended to be used to pay for, and shall not be used to pay for the Units. The Agency shall make these Units available to the Program participants free of charge. Program participants, and not the Business School, shall be responsible for any damage to the Units. The University and the Business School each hereby disclaim any liability with respect to the housing Units procured by the Agency for use by the students in the Program, including without limitation, the payment of any rent, down payments, security deposits, insurance and/or damages to any of the Units.

3. Changes to the Agreement. The Business School shall not change the use of the Contribution as set forth in Exhibit A without a written amendment signed by the AGENCY and the Business School.

4. Relationship of the Parties.

4.1 Status as an Independent Contractor. The Business School shall at all times during the term of this Agreement and in the performance of the Services be an independent contractor. Neither the Business School nor any employee or student of the Business School shall be considered an employee of the AGENCY for any purpose.

4.2 No Benefits. The Business School acknowledges and agrees that, as an independent contractor, neither the Business School nor any of its students, employees or subcontractors shall be entitled to participate in any employee fringe benefit, medical or life insurance, pension or other similar plan sponsored by the AGENCY.

4.3 Selection of Recipients. The Business School shall determine the method, details, and means of awarding scholarships as set forth in Exhibit A.

5. Term; Termination.

5.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will automatically expire on July 31, 2023 (the "Expiration Date").

5.2 Termination for Cause. Either party may terminate this Agreement, at such party's discretion, thirty (30) days after serving notice upon the other party to this Agreement of the occurrence of any event of default as set forth below on the part of the other party, unless such other party shall have cured such event of default within such thirty (30) day period.

5.3 Effect of Termination. Within thirty (30) days following the effective date of expiration or earlier termination of this Agreement, the Business School shall deliver to the AGENCY all funds from the Contribution that have not been awarded to students at the time of termination.

5.4 Survival. Sections 4.1, 4.2, and 5 through 10, inclusive, of this Agreement shall survive any expiration or earlier termination of this Agreement and shall continue in effect.

6. Confidentiality.

6.1 Confidentiality. The Business School shall maintain in strict confidence, and shall use and disclose only as authorized by the AGENCY, all Confidential Information (as defined below) that the Business School receives in connection with the performance of Services and development of the Work Product under this Agreement. Notwithstanding the foregoing restrictions, the AGENCY acknowledges that the Business School is a governmental entity and subject to the Utah Government Records Access and Management Act, Sec. 63G-2-101 *et seq.*, Utah Code Ann. ("GRAMA") and Sec. 53B-16-301 *et seq.*, Utah Code Ann., and that the Business School's confidentiality obligations shall in all cases be subject to its obligations under GRAMA, or to an order of any court or other governmental authority, but only after the AGENCY has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Pursuant to Section 63G-2-309 of GRAMA, the AGENCY hereby claims that all properly identified Confidential Information provided to Business School in connection with the Services are "protected records" under Section 63G-2-305 of GRAMA and contain proprietary business information (including without limitation, trade secrets and commercial information). The Confidential Information is not publicly available, is critical to the AGENCY's operations, and would not be disclosed without assurance that the Confidential Information will remain confidential to the extent permitted by law.

6.2 Confidential Information. For purposes of this Agreement, "Confidential Information" means a properly identified trade secret or commercial information (as defined at Section 63G-2-305) provided to the Business School by the AGENCY, which may include (a) the name or address of any customer or supplier of the AGENCY, or of any other person or entity with which the AGENCY does business or any information concerning the transactions of any customer, supplier or other person or entity with the AGENCY; (b) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of the AGENCY, to the extent such information has not been made available to the public by the AGENCY; and (c) any other trade secret or commercial information marked or noted to be confidential by the AGENCY at the time of disclosure. Confidential Information shall not include any information (x) that is or becomes generally known to the public through sources independent of the AGENCY and through no fault of the Business School; or (y) that is available or becomes available to the Business School from a third party who has a right to disclose it to the Business School other than in the Business School's capacity under this Agreement; or (z) that is independently developed or acquired by the Business School or the Business School's personnel other than in the course of performing Services under this Agreement and without reliance in any way upon Confidential Information.

7. Miscellaneous.

7.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflict of laws.

7.2 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

7.3 Assignment. The benefit of this Agreement may not be assigned or in any manner transferred and the obligations may not be delegated by either party, except with the prior written consent of the other party hereto. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and permitted assigns.

7.4 No Waiver. The failure of either party at any time to require performance by the other party of any one or more of the provisions of this Agreement shall not affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any term or provision of this Agreement be interpreted or held to be a waiver of any succeeding breach of such term or provision or as a waiver of the term or provision itself.

7.5 Captions. The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

7.6 Notices. Any notice, request, consent and other communications hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by courier service, or (c) by fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth below. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if delivered by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

If to the Business School: University of Utah

_____

_____

Tel _____

Fax _____

and to the address of the Faculty Supervisor.

If to the AGENCY: Redevelopment Agency of West Valley City
Attn: Wayne Pyle
3600 Constitution Blvd.
West Valley City, UT 84119

7.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to the subject matter hereof. No representation, oral or written, modifying or contradicting the terms of this Agreement have been made by any part except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

7.8 Uncontrollable Forces. Neither the AGENCY nor the Business School shall be considered to be in default of this Agreement if delays in or failure of performance hereunder shall be due to uncontrollable forces the effect of which the nonperforming party could not avoid by exercise or reasonable diligence.

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

University of Utah, a body politic and corporate of the state of Utah

"BUSINESS SCHOOL"

NAME: _____
TITLE: _____

Redevelopment Agency of West Valley City

"AGENCY"

NAME: _____
TITLE: _____

ATTEST:

_____
Secretary

Approved as to form 8/3/2022
Brandon Hill

EXHIBIT A

CONTRIBUTION TERMS

The Business School shall use the Contribution, as follows:

1) The Business School shall fund scholarships only for students with a connection to West Valley City. A connection to West Valley City can be established by permanent residency in West Valley City, graduation from or attendance at a high school located in West Valley City, or other educational, vocational, or social connection to West Valley City sufficient to merit consideration for a scholarship in the discretion of the Business School.
2) The Business School shall offer mentoring services, academic support, and other assistance as required by and through the Opportunity Scholars Program.
3) The Business School shall provide sufficient information to the AGENCY to permit the AGENCY to evaluate the success of the Program, the contribution of the Program to student success, and the viability of a continued partnership between the AGENCY and the Business School. Such information shall be determined solely by the Business School and in no event shall the Business School provide, or be required to provide, any information that would violation any applicable laws, including without limitation, the Family Educational Rights and Privacy Act (**FERPA**).
4) For avoidance of doubt, the Contribution does not include any obligation with respect to the Units.

Item: **Lehman Avenue Duplex**
Fiscal Impact: **$1,242,500**
Funding Source: **RDA**
Account #: **22-6079-40310-00000-0000**
Budget Opening Required: **NO☐**

ISSUE:

A Resolution authorizing an agreement to purchase two duplexes along Lehman Avenue in accordance with the Fairbourne Station master plan.

SYNOPSIS:

West Valley City Redevelopment Agency (RDA) desires to acquire the following residential properties: 3043 W. Lehman Avenue and 3064-3066 W. Lehman Avenue.

The Fairbourne Station master plan includes acquiring the properties on Lehman Avenue for the ongoing redevelopment of Fairbourne Station.

BACKGROUND:

Over the last 15 years, The RDA has acquired properties in the Fairbourne Station area for future redevelopment. The acquisition of these properties has led to the redevelopment and rising of Fairbourne Station as we know it today. Fairbourne Station includes Granger Medical, Embassy Suites, West Valley City Public Safety Building, a 7-level parking garage, 9-story office tower, and luxury residential apartments with an appealing promenade.

RECOMMENDATION:

RDA staff recommends approval of the resolution.

SUBMITTED BY:

Jeff Jackson, Economic Development Manager

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH THOMAS AND NANCY BRUZENAK.

WHEREAS, Thomas and Nancy Bruzenak ("Owners") own certain property at 3043 and 3034-3066 West Lehman Avenue; and

WHEREAS, Owners are willing to sell said Property to the Agency; and

WHEREAS, a Real Estate Purchase and Sale Agreement (the "Agreement") has been prepared by and between the Agency and Owners;

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to execute 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, that the chair and chief executive officer are authorized to execute said Agreement, and that the Agency is authorized to accept, execute, and record any deeds or documents needed to accomplish the purposes of said Agreement, subject to final approval of the form of said documents by the City Attorney's Office.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

WEST VALLEY CITY
REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is made and entered into as of this 24 day of MAY, 2022, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter, the "Buyer"), and Thomas and Nancy Bruzenak (hereinafter and collectively, the "Seller"). The foregoing entities are sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

A. The Seller owns the properties located at 3043 West Lehman Avenue and 3064-3066 West Lehman Avenue in West Valley City, Utah (collectively, the "Property", also known as Salt Lake County Parcel Nos. 15-33-105-108 and 15-33-105-010). For purposes of this Agreement, the term "Property" shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all water and mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.

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

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

AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by warranty deed, subject only to those title matters which are acceptable to the Buyer.

2. **Purchase Price.** The Purchase Price for the Property shall be $1,242,500.

   a. Subject to subsection (b) below, the Purchase Price shall be payable as follows:

      i. $100,000 (the "Down Payment") shall be payable at Closing as set forth in Section 4 below.

ii. $247,500 shall be payable no later than one year after the Closing Date.
iii. $238,000 shall be payable no later than two years after the Closing Date.
iv. $228,500 shall be payable no later than three years after the Closing Date.
v. $219,000 shall be payable no later than four years after the Closing Date.
vi. $209,500 shall be payable no later than five years after the Closing Date.

b. At the Buyer's option, Buyer may prepay the remaining payments outstanding on the Purchase Price at any time. If Buyer elects to prepay, the Buyer shall receive a discount as follows:
   i. If Buyer prepays less than one year after the Closing Date, Buyer shall pay $1,047,500.
   ii. If Buyer prepays more than one year but less than two years after the Closing Date, Buyer shall pay $838,000.
   iii. If Buyer prepays more than two years but less than three years after the Closing Date, Buyer shall pay $628,500.
   iv. If Buyer prepays more than three years but less than four years after the Closing Date, Buyer shall pay $419,000.

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

   a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.

   b. Approval of the RDA Board. This Agreement and transaction must be approved by the Board of Directors of the Redevelopment Agency of West Valley City.

4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the warranty deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before _____ unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.

   a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Down Payment.

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

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

(ii) Original copies, as available, of all leases, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

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

(i) The Down Payment.

(ii) All closing costs, including title, escrow and recording costs.

d. Failure to Deliver.

(i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action to compel specific performance by the Buyer. All costs shall be borne by the Party incurring the cost. The Seller expressly agrees that the action for specific performance pursuant to this Section shall be the Seller's sole remedy for the Buyer's failure to perform or deliver at the Closing.

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

e. Prorations.

(i) All water, sewer, and utility charges for the Property.

(ii) Seller is paying the prorated 2022 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.

(iii) All levied or pending assessments affecting the Property.

(iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

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

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

(i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.

(ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.

(iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.

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

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

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

(vii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.

(viii) To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the

Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

(ix) This terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.

7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.

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

If to the Seller:

Thomas Bruzenak
2402 S. Promontory Dr.
Salt Lake City, Ut 84109

If to the Buyer:

Redevelopment Agency of West Valley City
Attn: Wayne Pyle
3600 Constitution Boulevard
West Valley City, Utah 84119

With a copy to:

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.

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

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

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

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

(Signatures follow)

SELLER
THOMAS BRUZENAK

Thomas Bruzenak

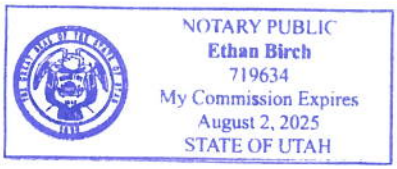
SELLER
NANCY BRUZENAK

Nancy Bruzenak

State of Utah)
:ss
County of Salt lake City)

On this 24 day of May, 2022, personally appeared before me Thomas and Nancy Bruzenak, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that the foregoing instrument was executed

by them.



Notary Public

BUYER
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

CHIEF EXECUTIVE OFFICER

ATTEST:

SECRETARY

APPROVED AS TO FORM
Agency Attorney
By: Brandon Hill
Date: 8/3/2022