The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, November 22, 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Don Christensen

4. Special Recognitions

5. Approval of Minutes:

   A. November 15, 2022

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Recognizing November 26, 2022 as Small Business Saturday

7. Comment Period:

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

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Comment Regarding Application SA-4-2022, Filed by Paul Snyder, Requesting Final Plat Approval for the JMYL West Valley Subdivision-Lots 5 and 6 Amended Located at 1814 West 4100 South

Action: Consider Ordinance 22-41, Approve the Amendment of Lots 5 and 6 of the JMYL West Valley Subdivision

9. Resolutions:

A. 22-155: Approve an Agreement with Modern Display Service, Inc. to Provide Parade Float Services

10. New Business:

A. Consider Application SMI-9-2022, Filed by Brent Malili, Requesting Final Plat Approval for the Carpe Diem Auctum Subdivision- Phase 2 for Property Located at

5520 South 5600 West

11. Consent Agenda:

    A. Reso. 22-156: Authorize the City to Abandon a Portion of a Storm Drain Easement Located at 5530 South 5600 West

12. New Business:

    A. 22-159: A Resolution Considering an Employment Agreement

13. Motion for Closed Session (if necessary)

14. Adjourn

MINUTES OF COUNCIL REGULAR MEETING NOVEMBER 15, 2022
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, NOVEMBER 15, 2022, AT 6:46 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN 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 *(electronically)*
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

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

OPENING CEREMONY- MAYOR LANG
Mayor Lang asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITONS
Mayor Lang welcomed volunteers from the My Hometown community areas. She thanked them for their efforts and hard work and encouraged them to enjoy refreshments in the lobby.

DRAFT

APPROVAL OF MINUTES OF REGULAR MEETING HELD NOVEMBER 1, 2022 AND SPECIAL MEETING HELD NOVEMBER 8, 2022

The Council considered the Minutes of the Regular Meeting held November 1, 2022 and Special Meeting of November 8, 2022. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held November 1, 2022 and Special Meeting of November 8, 2022. Councilmember Christensen seconded the motion.

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

PROCLAMATIONS

A. **PROCLAMATION DECLARING NOVEMBER 19, 2022 AS "WORLD SUICIDE PREVENTION DAY" IN WEST VALLEY CITY**

Councilmember Huynh read a Proclamation Declaring November 19, 2022 as World Suicide Prevention Day in West Valley City.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Lawrence Horman stated he is here to advocate for the homeless and noted that he too is homeless. He provided a handout Deseret Defiant Initiative and described how the City can help find a solution at a local level.

Myles Winn stated that the speed study on his street has not been completed and he would still like to see the tree on Parkway Blvd be trimmed.

Jim Vesock detailed My Hometown events. He expressed concern about Code Enforcement officers and stated they need to be better trained.

Richard Nowak stated that he has felt harassed by Code Enforcement. He expressed concern about receiving a notice of violation for a fence that has existed on his property.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Councilmember Huynh expressed concern about Code Enforcement officers.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC COMMENT REGARDING APPLICATION GPZ-8-2022, FILED BY BRYAN AND CHANTEL BRADFORD, REQUESTING A GENERAL PLAN ZONE CHANGE FROM LARGE LOT RESIDENTIAL TO LOW DENSITY RESIDENTIAL AND A ZONE CHANGE FROM A TO R-1-8 FOR PROPERTY LOCATED AT 3816 SOUTH 3200 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled November 15, 2022, in order for the City Council to hear and consider public comments regarding application GPZ-8-2021, filed by Chantel Bradford, requesting a General Plan Zone Change from Large Lot Residential to Low Density Residential and a Zone Change from A to R-1-8.

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

> The subject property includes a home that was built in 1941. According to the applicants, they would like to subdivide the property into three lots, keep the existing home on one of the lots, and build two new homes on the other two lots. The applicants have also indicated that they plan to move the current detached garage closer to the existing home and improve the appearance of the structure.

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

ACTION: ORDINANCE NO. 22-39, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 3816 SOUTH 3200 WEST

The City Council previously held a public hearing regarding proposed Ordinance 22-40 that would amend the General Plan to show a change of land use from Large Lot Residential to Low Density Residential for Property Located at 3816 S 3200 W

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

Councilmember Huynh moved to approve Ordinance 22-39.

Councilmember Harmon seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes

DRAFT

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

Unanimous.

ACTION: ORDINANCE NO. 22-40, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3816 SOUTH 3200 WEST ON 0.69 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 22-40 that would amend the Zoning Map to show a change of Zone for property located at 3816 S 3200 W from A to R-1-8.

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

Councilmember Nordfelt moved to approve Ordinance 22-40.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

ACTION: RESOLUTION NO. 22-151, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BRYAN AND CHANTEL BRADFORD FOR APPROXIMATELY 0.69 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3816 SOUTH 3200 WEST.

Wayne Pyle, City Manager, discussed proposed Resolution 22-151 that would authorize the City to enter into a Development Agreement with Bryan and Chantel Bradford for approximately 0.68 acres of property located at approximately 3816 S

3200 W.

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

> Bryan and Chantel Bradford have submitted a General Plan/zone change application (GPZ-8-2022) on 0.69 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) to Low Density Residential (3 to 4 units/acre) and 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 proposed development agreement addresses the number of new homes, standards for the new homes, required maintenance, improvements to the existing home, replacement of the detached garage, and a rear yard setback exception for the existing home.

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

> Councilmember Harmon moved to approve Resolution 22-151.
>
> Councilmember Huynh seconded the motion.
>
> A roll call vote was taken:

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

> Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE

REGULAR MEETING OF TUESDAY, NOVEMBER 15, 2022 WAS ADJOURNED AT 7:17 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 15, 2022.

_____
Nichole Camac, CMC
City Recorder

DRAFT

WEST VALLEY CITY, UTAH

A PROCLAMATION RECOGNIZING NOVEMBER 26, 2022 AS SMALL BUSINESS SATURDAY.

WHEREAS, according to the United States Small Business Administration, there are currently 32.5 million small businesses in the United States, representing 99.7 percent of all businesses with employees in the United States and responsible for 62 percent of net new jobs created; and

WHEREAS, small businesses employ 46.8 percent of the employees in the private sector in the United States; and

WHEREAS, many consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long and support local businesses; and

WHEREAS, the City Council celebrates our local small businesses and the contributions they make to our local economy and community.

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize November 26, 2022 as Small Business Saturday and encourage our residents to support small businesses in West Valley City throughout the year.

DATED this _____ day of _____**,** 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

SA-4-2022 – JMYL West Valley Subdivision – Lots 5 and 6 Amended

SYNOPSIS:

Applicant:	Paul Snyder
Proposal:	Final Plat Approval
Location:	1814 West 4100 South
Zone:	C-2
Lots:	1
Acres:	1

BACKGROUND:

Paul Snyder, is requesting a plat amendment for lots 5 and 6 of the JMYL West Valley Subdivision. Said subdivision was recorded with the Salt Lake County Recorder's Office in January 2019. The original subdivision plat consisted of 7 lots on 13.5 acres. This application will amend lots 5 and 6 to consolidate them into 1 lot. The new lot will be developed as a future restaurant.

The amended subdivision will consolidate two existing lots to create one lot approximately 1 acre in size. All previous reviews and conditions of the original subdivision still apply. This property will gain access from existing cross access and parking easements internal to the overall project. Site improvements will be addressed as part of the Conditional Use application. The amended plat simply combines two lots to create one lot with easements and other applicable information.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

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

AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 5 AND 6 OF THE JMYL WEST VALLEY SUBDIVISON.

WHEREAS, the City is in receipt of petition SA-4-2022, proposing an amendment to lots 5 and 6 of the JMYL West Valley Subdivision located at approximately 1814 West 4100 South; and

WHEREAS, the purpose for the application is to consolidate these lots into one lot for a new restaurant; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to lots 5 and 6 of the JMYL West Valley Subdivision located at approximately 1814 West 4100 South and as shown in Petition SA-4-2022 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____ 2022.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SA-4-2022
JMYL West Valley Subdivision – Lots 5 and 6 Amended
1814 West 4100 South
C-2 Zone
1 Lot
1.01 Acres

BACKGROUND:

Paul Snyder, is requesting a plat amendment for lots 5 and 6 of the JMYL West Valley Subdivision. Said subdivision was recorded with the Salt Lake County Recorder's Office in January 2019. The original subdivision plat consisted of 7 lots on 13.5 acres. This application will amend lots 5 and 6 to consolidate them into 1 lot. The new lot will be developed as a future restaurant.

ISSUES:

The amended subdivision will consolidate two existing lots to create one lot approximately 1 acre in size. The proposed use for this lot will be a new Taco Bell restaurant. The Planning Commission will review the conditional use as part of the October 26th meeting.

All previous reviews and conditions of the original subdivision still apply. This property will gain access from internal access points. Cross access and parking easements exist in and through the overall project. Site improvements will be addressed as part of the Conditional Use application. The amended plat simply combines two lots to create one lot with easements and other applicable information.

STAFF ALTERNATIVES:

1. Approve the JMYL West Valley Subdivision Lots 5 and 6 Amended subject to a resolution of staff and agency comments.

2. Continue the application in order for the developer to address the Planning Commission's concerns.

Discussion: Steve Lehman presented the application. He explained that this request is to consolidate two lots into one for a Taco Bell restaurant.

Kira Ogle, representing Paul Snyder, said that Steve presented everything very well and she did not have anything to add.

Motion: Commissioner Porter motioned to approve SA-4-2022, subject to a resolution of staff and agency comments.

Commissioner Woodruff seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Winters	Yes
	Commissioner Woodruff	Yes
	Commissioner Lovato	Yes
	Chairperson Fuller	Yes

Unanimously – SA-4-2022 – Approved


ICHARD ST (4015 S)
4020 S
1950 W
RKER RD (4065 S)
4055 S
BYRON CIR (4065 S)
REDWOOD RD (1
BOULDER MEADOW (1600 W
4100 S


4100 S



JMYL WEST VALLEY SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF WEST VALLEY, SALT LAKE COUNTY, STATE OF UTAH
C-2 ZONE

EASEMENT NOTES

15. Utility Easement: Granger-Hunter Improvement District Entry No. 2254517, in Book 2678, at Page 622.
16. Utility Easement: Granger-Hunter Improvement District Entry No. 2254518, in Book 2678, at Page 624.
17. Right of Way Easement: Mountain States Telephone and Telegraph Company Entry No. 2406502, in Book 2992, at Page 909. (Easement for buried cable and facilities. Exact location or width not disclosed.)
18. Utility Easement: Granger-Hunter Improvement District Entry No. 2580298, in Book 3452, at Page 428. (Sewer Easement)
19. Utility Easement: Granger-Hunter Improvement District Entry No. 2580299, in Book 3452, at Page 429 and recorded November 6, 1973 as Entry No. 2580300 in Book 3452 at Page 430. (12' Wide Sewer Easement)
20. Right of Way and Easement: Mountain Fuel Supply Company Entry No. 2658243, in Book 3701, at Page 489.
21. Right of Way Easement: Mountain States Telephone and Telegraph Company Entry No. 2909123, in Book 4449, at Page 1239.
22. Right of Way Easement: Mountain States Telephone and Telegraph Company as Entry No. 2978927, in Book 4528, at Page 831.
23. Right of Way Agreement: Granger-Hunter Improvement District: as Entry No. 3058839, in Book 4618, at Page 392. Release of Easement Agreement: Granger Hunter Improvement District: as Entry No. 3513549, in Book 5190, at Page 606.
24. Right of Way Easement: Mountain States Telephone and Telegraph Company as Entry No. 3323641, in Book 4925, at Page 6. (exact location not disclosed)
25. Right of Way Easement: Mountain States Telephone and Telegraph Company as Entry No. 3952649, in Book 5563, at Page 1143.
28. Storm water Easement Agreement: Entry No. 12506837 in Book 10543 at Page 4820.

C1
⊿= 1°46'14"
R = 1258.19'
L = 38.88'
LC = 38.88'
N 84°49'34" W

C2
⊿= 5°57'12"
R = 1152.19'
L = 119.72'
LC = 119.66'
N 86°55'03" W

C3	C4	C5	C6
Δ = 5°24'48"	Δ = 0°32'24"	Δ = 29°44'32"	Δ = 29°44'32"
R = 1152.19'	R = 1152.19'	R = 100.00'	R = 131.00'
L = 108.86'	L = 10.86'	L = 51.91'	L = 68.00'
LC = 108.82'	LC = 10.86'	LC = 51.33'	LC = 67.24'
N 86°38'51" W	S 89°37'27" E	N 14°45'55" W	N 14°45'55" W

C7	C8	C10	C11
Δ = 23°23'49"	Δ = 10°24'59"	Δ = 8°55'37"	Δ = 8°55'37"
R = 169.00'	R = 200.00'	R = 200.00'	R = 200.00'
L = 69.01'	L = 36.36'	L = 31.16'	L = 31.16'
LC = 68.53'	LC = 36.31'	LC = 31.13'	LC = 31.13'
N 17°56'16" W	S 24°25'41" E	N 4°21'27" W	N 4°21'27" W

C12	C13
Δ = 8°55'37"	Δ = 8°55'37"
R = 100.00'	R = 100.00'
L = 15.58'	L = 15.58'
LC = 15.56'	LC = 15.56'
S 4°21'27" E	S 4°21'27" E

L1	L2	L3	L4	L5
BRG = S 0°06'21" W	BRG = S 29°38'11" E	BRG = N 29°38'11" W	BRG = N 0°06'21" E	BRG = N 89°53'39" W
L = 13.17'	L = 18.14'	L = 18.14'	L = 13.22'	L = 20.14'

Center monument of Section 34, Township 1 South, Range 1 West, Salt Lake Base & Meridian (Found Salt Lake County Brass Cap Monument per Monument Reference Sheet)

2660.05' (Meas.) (S . R . 6 8)

THE KEVIN K. ANDERSON LIFETIME TRUST dated: MARCH 4, 2008 E. #11067218 — 15-34-377-004
THE KEVIN K. ANDERSON LIFETIME TRUST dated: MARCH 4, 2008 E. #11067218 — 15-34-377-005
THE KEVIN K. ANDERSON LIFETIME TRUST dated: MARCH 4, 2008 E. #11067218 — 15-34-377-006

Rebar w/ Cinef Basin Cap per McNeil Eng. 2014 Survey

53.00' 53.00'

BIG 4000 REDWOOD UT, LLC Ent. #11715823 — 15-34-377-012

North line of the South Half of the Southwest Quarter (1/16th line)

S 89°57'14" E 1168.54'

41.15'

S 89°58'40" W 156.82'

18.00' Public Sidewalk, Lighting, and Utility Easement hereby conveyed to West Valley City and to any and all Public Utility Companies

Briarwood Blvd (Book 78, Page 151)

Briarwood Subdivision

315 15-34-376-006
316 15-34-376-007
317 15-34-376-008
318 15-34-376-009
319 15-34-376-010
320 15-34-376-011
321 15-34-376-012
322 15-34-376-013

226.06'

N 0°06'37" W

Rebar w/ Shideman Cap per McNeil Eng. 2014 Survey

N 39°19'14" W 90.39'

Branch of the North Jordan Canal

N 38°52'00" W 121.94'

N 40°22'48" W 89.83'

N 31°22'27" W 90.41'

N 20°19'24" W 69.34'

74.43'

S 73°07'20" W 79.95'

N 89°58'39" W 66.21'

15.98'

Lot 1
462,035 s.f.
10.607 acre
1776 West

Lot 2
25,087 s.f.
0.576 acre
4038 South

Lot 3
24,019 s.f.
0.551 acre
4056 South

Lot 4
20,274 s.f.
0.465 acre
1778 West

Lot 5
25,291 s.f.
0.581 acre
1814 West

Lot 6
18,881 s.f.
0.433 acre
1838 West

Lot 7
15,439 s.f.
0.354 acre
1866 West

12.00' Sewer Easement hereby conveyed in favor of Lot 1

S 50°13'36" E 193.79'
26.95'
159.97'
313.13'
S 89°58'40" W 156.82'
N89°56'06"E 129.18'
12.00' SEWER EASEMENT
153.16'
S 0°01'20" E 404.96'
50.68'
S 89°58'40" W 156.82'

Redwood Road (1700 West) (Public Street)

Point of Beginning

Nail & Washer per McNeil Eng. 2014 Survey

N 89°53'39" W 314.00'

15' Stormwater Easement Agreement in Favor of 4100 South Investment, LLC E.#12506837

Rivet per McNeil Eng. 2014 Survey (10.3' East of POB)

53.00' N 89°53'39" W

53.00' 53.00'

106' Right of Way

260.00' N 0°01'20" W

S 89°53'39" E 304.66'
145.60' 158.06' 130.30'
S 0°06'21" W 159.12'
10.00' P.U.E.
N 0°06'21" E 207.00'
47.88'
101.01'
58.55'
N 8°49'16" W 23.55'
N 0°06'21" E 14.83'
122.16'
S 8°49'16" E 6.94'
S 0°06'21" W 20.22'
98.11'
161.57'
31.00'
S 0°01'20" E 432.98'

THE RICHARD B. ('GUS') CHRISTENSEN AND JANET H. CHRISTENSEN LIVING TRUST DATED JUNE 10, 1999 E.#12506835 — 15-34-377-016

Rivet per McNeil Eng. 2014 Survey — C1
C2
N 89°53'39" W
Rivet per McNeil Eng. 2014 Survey
Rebar per McNeil Eng. 2014 Survey

SCALE: 1"=60'
0 10 30 60

VICINITY MAP
NOT TO SCALE
SITE PROJECT
4100 SOUTH
REDWOOD ROAD
MANTLE AVENUE
4230 SOUTH

MILLSTREAM PROPERTIES LTD E.#6254789 SURVEY: S00-10-0629 — 15-34-377-007

S 89°53'39" E R=1205.19'
S 89°53'39" E R=1205.19'
(Basis of Bearing)
4100 South Street (Public Street)
800.10'

Southwest corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base & Meridian (Found Salt Lake County Monument per Monument Reference Sheet)

2652.87' (Meas.) 2651.56' (ARP)
106' Right of Way
53' 53'

South Quarter corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base & Meridian (Found Salt Lake County Brass Cap Monument per Monument Reference Sheet)

Redmond Road (1905 West) (Public Street)

NOTES

Off-set pins to be set in the back of curb and 5/8"x24" rebar with numbered survey cap to be placed at all lot corners (Stamped "Galloway" Yellow Cap). Nail and washer to be set at all lot corners located in paved areas.

Hereby granted by virtue of this plat, are easements across Lots 1-7 and in favor of Lots 1-7 for the purposes of cross access, shared parking, and cross drainage over all areas which are not covered by existing or future buildings.

Building permits will not be issued for any structure until 1) asphalt paving is installed and 2) fire hydrants are installed, approved, and charged. Agreement for a Future Cross-Access Easement recorded November 29, 2016 as Entry No. 12423066 in the office of the Salt Lake County Recorder.

LEGEND

- ● FOUND MONUMENT (AS DESCRIBED)
- ○ SET MONUMENT 5/8" REBAR AND CAP GALLOWAY
- ⊕ CENTERLINE MONUMENT (AS DESCRIBED)
- ✦ SECTION CORNER (AS DESCRIBED)
- — — EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

SURVEYOR'S CERTIFICATE

I, Jerron R. Atkin II, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 5992544 in accordance with Title 58, Chapter 22, of Utah State Code. I further certify by authority of the owner(s), that I have completed a survey of the property described in this plat in accordance with Section 17-23-17, of said Code and have subdivided said tract of land into lots, blocks, streets, and easements, hereafter to be known as JMYL WEST VALLEY SUBDIVISION and the same has or will be correctly surveyed, staked, and monumented on the ground as shown on this plat, and that this plat is true and correct.

Date of Plat: SEPTEMBER 25, 2018
signature:
Registration No.: 5992544

BOUNDARY DESCRIPTION

A parcel of land situate in the Southwest quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said parcel being all of that certain tract of property described in Warranty Deed recorded in Book 7567 at Page 486 as Entry No. 6538369 and being more particularly described as follows:

Beginning at a point on the West line of Redwood Road, said point of beginning being witnessed by a copper rivet set in the curb line 10.3 feet East of the point of beginning, said point of beginning being North 00°01'20" West, along the section line a distance of 260.00 feet and North 89°53'39" West, a distance of 53.00 feet from the South quarter corner of said Section 34 and running thence North 89°53'39" West, a distance of 314.00 feet, to a nail and washer stamped "McNeil Engr."; thence South 00°01'20" East, a distance of 207.00 feet to a rebar without cap 0.2' below surface at the North line of 4100 South Street; thence North 89°53'39" West, along said North line, a distance of 432.98 feet, to a copper rivet set in the drive approach said point being at a point of curvature; thence Westerly along the arc of a 1152.19 foot radius curve to the right, through a central angle of 05°57'12", a distance of 119.72 feet, the long chord of which bears North 86°55'03" West, a distance of 119.66 feet to a point of reverse curvature; thence Westerly along the arc of a 1258.19 foot radius curve to the left, through a central angle of 01°46'14", a distance of 38.88 feet, the long chord of which bears North 84°49'34" West a distance of 38.88 feet, to the West bank of the branch of the North Jordan Canal and a copper rivet set in the top of a wing wall; thence Northwesterly along said West bank per the Snideman and Associate Record of Survey No.

S00-10-0629 on file with the Salt Lake County Surveyor's office the following five (5) courses and distances: (1) North 20°19'24" West, a distance of 69.34 feet; (2) North 31°22'27" West, a distance of 90.41 feet; (3) North 40°22'48" West, a distance of 89.83 feet; (4) North 38°52'00" West, a distance of 121.94 feet; (5) North 39°19'14" West, a distance of 90.39 feet, to a rebar and cap stamped Snideman and the East line of Briarwood Plat "D" Subdivision recorded in Book 78P at Page 151 of Plats, on file with the Salt Lake County Recorder's office; thence North 00°06'37" West, along said East line, a distance of 226.06 feet, to the East-West 1/16th line of the Southeast quarter; thence South 89°57'14" East, along said 1/16th line, a distance of 1168.54 feet, to a rebar and cap stamped Great Basin set per Record of Survey No. S00-01-0074 and the West line of aforesaid Redwood Road; thence South 00°01'20" East, along said West line, a distance of 404.96 feet to the point of beginning.

Contains: 591,023 s.f. or 13.568 acres

JERRON R. ATKIN, II — 5992544 — 25 18

JMYL WEST VALLEY SUBDIVISION

4100 SOUTH REDWOOD ROAD

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
CITY OF WEST VALLEY, SALT LAKE COUNTY, STATE OF UTAH
C-2 ZONE

Galloway
Planning. Architecture. Engineering.
Trolley Corners Building
515 South 700 East, Suite 3F
Salt Lake City, UT 84102
303.770.8884 O
www.gallowayUS.com
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WEST VALLEY CITY PLANNING COMMISSION APPROVAL
APPROVED THIS 10th DAY OF OCT, 20 18.
Clegon Meadows
PLANNING COMMISSION CHAIR

SALT LAKE COUNTY HEALTH DEPARTMENT
APPROVED THIS 3 DAY OF October, 20 18.
Rick Ledbetter
SALT LAKE COUNTY HEALTH DEPARTMENT

GRANGER HUNTER IMPROVEMENT DISTRICT
APPROVED THIS 3RD DAY OF OCTOBER, 20 18.
DISTRICT REPRESENTATIVE

WEST VALLEY CITY ENGINEER
APPROVED THIS 10th DAY OF October, 20 18.
WEST VALLEY CITY ENGINEER

WEST VALLEY CITY ATTORNEY
APPROVED AS TO FORM THIS 27th DAY OF November, 20 18.
WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL
APPROVED AND ACCEPTED THIS 14 DAY OF January, 20 19.
ATTEST: RECORDER
CITY MANAGER

SHEET 1 OF 1
PROJECT NO: JMYL01
DRAWN BY: JRA
CHECKED BY: JRA
DATE: JUNE 19, 2018

SALT LAKE COUNTY RECORDER #12918636
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED THE REQUEST OF: West Valley City
DATE: 1/14/2019 TIME: 3:08 pm BOOK: 2019P PAGE: 17
$37.00 FEE
SALT LAKE COUNTY RECORDER

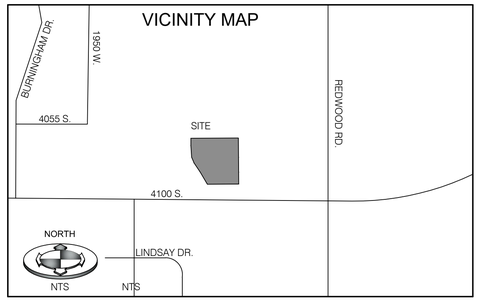
15-34-377-018; -020; -021; -022; -023; -024 15-34-31 15-34-32 15-34-41 $37.00

JMYL WEST VALLEY SUBDIVISION AMENDED

COMBINING LOTS 5 AND 6 OF JMYL WEST VALLEY SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

VICINITY MAP

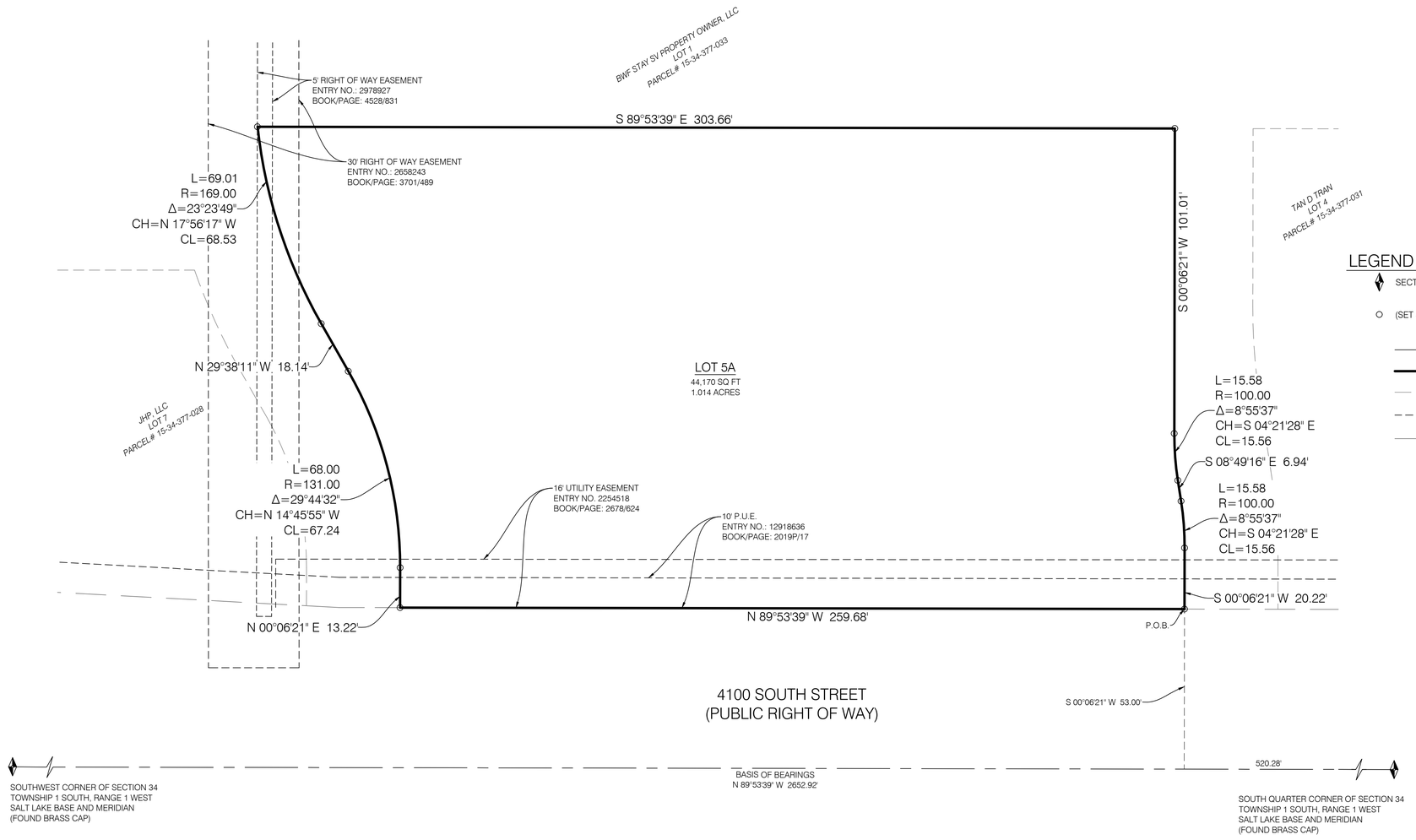


NORTH

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.



LEGEND & ABBREVIATIONS

- SECTION CORNER OR QUARTER CORNER
- (SET 5/8" x 24" REBAR AND CAP "BENCHMARK ENG.")
- SECTION LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- EASEMENT
- RIGHT OF WAY

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 7240531, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS JMYL WEST VALLEY SUBDIVISION AMENDED COMBINING LOTS 5 AND 6 OF JMYL WEST VALLEY SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AN MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 4100 SOUTH STREET, SAID POINT OF BEGINNING BEING NORTH 89°53'39" WEST 2652.92 FEET ALONG THE SECTION LINE AND NORTH 00°06'21" EAST 53.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°53'39" WEST 259.68 FEET ALONG THE SOUTH LINE 4100 SOUTH STREET TO A POINT ON THE SOUTHELRY BOUNDARY OF LOT 1, JMYL WEST VALLEY SUBDIVISION; THENCE ALONG THE SOTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TEN (10) COURSES: 1) NORTH 00°06'21" EAST 13.22 FEET; 2) NORTHWESTERLY 68.00 FEET ALONG THE ARC OF A 131.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 14°45'55" WEST 67.24 FEET; 3) NORTH 29°38'11" WEST 18.14 FEET; 4) NORTHWESTERLY 69.01 FEET ALONG THE ARC OF A 169.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 17°56'17" WEST 68.53 FEET; 5) SOUTH 89°53'39" EAST 303.66 FEET; 6) SOUTH 00°06'21" WEST 101.01 FEET; 7) SOUTHEASTERLY 15.58 FEET ALONG THE ARC OF A 100.00 RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 04°21'28" EAST 15.56 FEET; 8) SOUTH 08°49'16" EAST 6.94 FEET; 9) SOUTHEASTERLY 15.58 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 04°21'28" EAST 15.56 FEET; 10) SOUTH 00°06'21" WEST 20.22 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.014 ACRES, MORE OR LESS.

1 LOT

7-21-22
7240531
BRIAN A. LINAM
LICENSED LAND SURVEYOR
STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO UNITS, AND PRIVATE STREETS, TOGETHER WITH EASEMENTS, TO BE HEREAFTER KNOWN AS THE

JMYL WEST VALLEY SUBDIVISION AMENDED

COMBINING LOTS 5 AND 6 OF JMYL WEST VALLEY SUBDIVISION

AND DOES HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN AND/OR NOTED HEREON. IN WITNESS WHEREBY I HAVE HEREUNTO SET MY HAND THIS _____DAY OF_____, A.D. 20____.

_____

PRO-MED HOLDINGS, LLC,

BY (PRINT NAME): _____

TITLE: _____

LLC ACKNOWLEDGMENT

ON THE _____ DAY OF _____, A.D. 20__, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND SAID COUNTY OF _____ IN SAID STATE OF UTAH, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND IS THE _____ OF PRO-MED HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY AND WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE SIGNED THE ABOVE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED FOR AND BEHALF OF PRO-MED HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: _____ (DATE)

COMMISSION NUMBER: _____

_____
NOTARY PUBLIC
COMMISSIONED IN UTAH

DEVELOPER: LEGENDS STUDIO, INC.
CONTACT: PAUL SNYDER
PHONE: 406.556.6676
EMAIL: PAUL@LEGENDSSTUDIO.COM

SUBDIVISION NOTES:
1. A SOILS REPORT IN ACCORDANCE WITH SECTION 7-13-504 OF THE WEST VALLEY CITY ORDINANCES HAS BEEN PREPARED. GEOTECH REPORT WAS PREPARED BY _____PROJECT NO. _____, DATED _____

2. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY STRUCTURE UNTIL 1) ASPHALT PAVING IS INSTALLED; AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED & CHARGED.

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

SALT LAKE COUNTY SURVEYOR

RECORD OF SURVEY FILE #: _____

_____ _____
COUNTY SURVEYOR REVIEWER DATE

JMYL WEST VALLEY SUBDIVISION AMENDED
COMBINING LOTS 5 AND 6 OF JMYL WEST VALLEY SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

PLANNING COMMISSION

APPROVED THIS_____DAY OF_____, A.D. 20___
BY THE WEST VALLEY CITY PLANNING COMMISSION.

_____
CHAIRMAN, WEST VALLEY CITY PLANNING COMM.

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS _____DAY OF_____, A.D. 20___

_____
DIRECTOR, SALT LAKE COUNTY HEALTH DEPT.

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED AS TO FORM THIS _____ DAY OF_____, A.D. 20____

_____
DISTRICT ENGINEER

ENGINEER'S CERTIFICATE

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

_____ _____
DATE CITY ENGINEER

APPROVAL AS TO FORM

_____
WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

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

_____ _____
ATTEST: CITY RECORDER WEST VALLEY CITY MANAGER

SALT LAKE COUNTY RECORDER

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

DATE_____TIME_____BOOK_____PAGE_____

_____ _____
FEE $ DEPUTY SALT LAKE COUNTY RECORDER

2112373sp.dwg

Item #:	
Fiscal Impact:	$51,000
Funding Source:	
Account #:	
Budget Opening Required:	Yes

ISSUE:

Contracting out with Modern Display to annually build out a WVC float and store it during the off-season. Cost = $51,000

SYNOPSIS:

Locking in a 3-year contract keeps the pricing the exact same each year (no increase) and also saves $2,000 each year in storage fees.

BACKGROUND:

In January 2020, WVC Council approved contracting out with Modern Display to build a float for Summer 2020. The pandemic started shortly after that decision. The float was stored for 2 years during the pandemic. In early 2022, WVC City Manager and City Council approved to move forward on having the WVC float, first in a over a decade, finished and ready to be used in parades. The float was in used in WestFest, Magna 4th of July parade and Days of '47 parade. The float included many volunteers, the mayor was on the float, during each parade.

Modern Display is a leader in putting together floats and this work on this first float met expectations and was well received.

- 3 year contract includes the following:
- Work on a new concept each year
- Build out a new float using the same car and platform
- Deconstructing the float each year
- Storage of the Float.

$51,000 3-year contract ($17,000 annually)

RECOMMENDATION:

Staff recommends approving a 3-year contract with Modern Display as this locks in an annual rate, which does not increase, and also includes the storage during this time.

SUBMITTED BY:

Sam Johnson, Director Strategic Communications
Roxeanne Vainuku, Deputy Director Strategic Communications

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH MODERN DISPLAY SERVICE, INC. TO PROVIDE PARADE FLOAT SERVICES.

WHEREAS, the City requires certain design, construction, and storage services to build and store a parade float; and

WHEREAS, the City desires to contract with a qualified firm to provide said services; and

WHEREAS, Modern Display Service, Inc. ("MDS") is able and willing to provide said services; and

WHEREAS, an agreement (the "Agreement") has been prepared by and between the City and MDS setting forth the terms on which said services shall be provided; 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 the Agreement attached hereto 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

SERVICES AGREEMENT AND LETTER OF ENGAGEMENT

DATE October 21, 2022

CLIENT NAME: West Valley City

DESCRIPTION OF WORK: Parade Float Build 2023-2025

GENERAL SERVICE PROVIDER: Modern Display Service, Inc.
3370 West 500 South
Salt Lake City, Utah 84104

KEY CONTACT PERSONS:

Modern Representative: Name: Monet Young
Cell: 801-450-6632
E-mail: Monet@Moderndisplay.com

Modern Representative: Name: Dan Popek
Cell: 801-391-4298
E-mail: DPopek@Moderndisplay.com

Client Representative: Name: Roxeanne Vainuku
Phone: 801-503-7678

E-mail: Roxeanne.vainuku@wvc-ut.gov

MODERN DISPLAY

SERVICES AGREEMENT AND LETTER OF ENGAGEMENT

SCOPE OF WORK Parade Float Build

This Services Agreement ("Agreement"), dated October 21, 2022 is made by and between Modern Display Service, Inc., ("Modern"), and West Valley City ("CLIENT").

Modern is in the business of providing Seasonal Floats, including but not limited to; design, build out, supply of product, installation, parade services, dismantling and storage of Floats.

CLIENT desires to enter into an agreement with Modern to provide a Parade Float for 3 contract years

SERVICES AGREEMENT

1. ENGAGEMENT

1.1. CLIENT engages Modern, and Modern accepts the engagement, upon the terms and conditions set forth in this Agreement, to perform the work described in Section 6. The Work shall include all labor, materials, equipment and services necessary for Modern to fulfill its obligations.

2. PRICING

2.1. Pricing for services provided to CLIENT is established in **Schedule 1** which is attached to this Agreement by reference.

2.2. All other pricing not specifically set forth in the attached schedule, will be quoted and provided on an "as agreed upon" basis.

2.3. Modern reserves the right to reasonably change or modify pricing to CLIENT during the term of this Agreement.

3. PAYMENT

3.1. A deposit equal to 50% of the ESTIMATED ANNUAL BILLING is due and payable to Modern upon presentation of an invoice and prior to the first day of production.

3.2. Any remaining amount due Modern by CLIENT for services is due and payable upon presentation of an invoice upon completion of float, and in no case more than 30 days from date of invoice.

4. TERM, TERMINATION, CANCELLATION

4.1. This Agreement will commence on the date set forth above and expire upon the latter of completion of the Work and delivery of any Work Product according to this Agreement, or January 15, 2026, unless earlier terminated in accordance with this Article.

4.2. Termination. CLIENT may terminate this Agreement, or any part thereof, for cause in the event of any default by Modern, defined as failure to deliver work conforming to the requirements of this Agreement, upon no less than 30 days written notice. CLIENT shall provide Modern reasonable opportunity to remedy any alleged breach in accordance with Section 6 of this Agreement. In the event of termination for cause, CLIENT shall pay Modern for all work performed and accepted prior to termination, and any work in progress of which CLIENT, at its sole discretion, chooses to become the owner.

Modern may terminate this Agreement upon no less than 30 days written notice to CLIENT prior to the termination date of this Agreement should CLIENT fail to compensate Modern in a timely manner for services rendered in the course of performing The Work. Modern shall provide CLIENT reasonable opportunity to remedy any alleged breach in accordance with Section 6 of this Agreement.

4.3. Cancellation. Should CLIENT cancel the float, prior to the first day of production, as a result of a national or state emergency, natural disaster, act of war, terrorism, damage or destruction to the host facility, invocation of law, strike or other extreme circumstance beyond CLIENT's control, Modern shall be entitled to recover its actual costs incurred as liquidated damages.

Should CLIENT, because of non-emergency business, political, scheduling or economic factors, cancel the float prior to the first day of completion, Modern shall be entitled to compensation for cancellation based on the schedule below:

- Less than 90 days prior to completion – 25% of estimated total Annual billing
- Less than 46 days prior to completion – 50% of estimated total Annual billing
- Less than 31 days prior to completion – 75% of estimated total Annual billing
- Less than 11 days prior to completion – 90% of estimated total Annual billing
- Less than 1 day prior to completion – 100% of estimated total Annual billing

6. RELATIONSHIP OF THE PARTIES; PERFORMANCE OF THE WORK.

6.1. Status as an Independent Contractor. This Agreement establishes an independent contractor relationship between CLIENT and Modern. Modern will provide the services and materials, and will receive compensation as specified in Section 4 above. Nothing herein shall be construed to establish any partnership, joint venture, or employment relationship between the parties.

6.2. Specifics of the Work

6.2.a All designs, renderings, samples and models shall remain the sole property of Modern. All props, decorations and other items associated with the construction of the parade float, with the exception of items specifically provided by the CLIENT, shall remain the property of Modern.

6.2.b Modern will construct the parade float on a float chassis supplied and owned by CLIENT. CLIENT will be responsible for maintaining all the mechanical elements of the parade float, including but not limited to; fuel, oil, mechanical fluids, coolant, tires, battery, engine etc. Should CLIENT require Modern to assist them in any repairs or maintenance of the float, this will be accomplished as a separate fee item over and above the amount of this Agreement.

6.2.c CLIENT will be responsible for transporting the float chassis to the Modern Expo Warehouse for Construction and picked up within a reasonable amount of time following completion. CLIENT will also be responsible for transporting the float to and from the parade site and conducting the float through parade(s).

6.3. Method of Performing the Work. Modern shall determine the method, details, and means of performing the Work. The design and construction of a parade float is a creative process and imperfect science. As such, there are variables that may affect the final product. Variables such as, dimensions of the float chassis, lines of sight for the driver, and design variables may result in alterations to the approved design. CLIENT hereby allows Modern to make minor design modifications or changes and will rely on Modern's expertise and experience in making such modifications as necessary.

6.4. Changes in the Work. Changes in the Work may be accomplished after execution of this Agreement and without invalidating this Agreement by mutual agreement of the parties.

6.5. Sufficient Time to Perform the Work. CLIENT will insure Modern has sufficient time in which to reasonably perform the Work. This includes access to the float chassis with sufficient time in advance on the completion date. Failure to provide sufficient time to perform the work may result in increased costs to Modern and may result in a surcharge to CLIENT.

7. CONFIDENTIALITY.

7.1. Obligation Not to Disclose Confidential Information. Modern shall maintain in strict confidence, and shall use and disclose only as authorized by CLIENT, all Confidential Information (as defined herein) that Modern receives in connection with the performance of the Work. Modern shall require Modern's personnel and any sub-contractors to whom it must disclose Confidential Information to agree to do likewise.

7.2. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means: (a) any information relating to the contracts, agreements, business plans, budgets, or results of operations, or any other financial information of CLIENT (other than this Agreement), to the extent such information has not been made available to the public by CLIENT; and (b) any other trade secret, proprietary information or information marked or noted to be confidential by CLIENT at the time of disclosure.

8. INSURANCE.

8.1. Without limiting any other obligation of either party under this Agreement, Modern shall purchase and maintain in force and effect for the entire period that this Agreement (and any extensions thereof), and for six (6) months after the expiration of the term of this Agreement, insurance coverage containing the terms and conditions described in, and with limits of not less than those standard in its industry and sufficient for Work outlined in this Agreement. Modern shall also cause all sub-contractors and all other parties with which Modern contracts in connection with this Agreement to provide and maintain insurance coverage necessary and customary for such contracts.

9. INDEMNIFICATION

9.1. Indemnity. Each party will indemnify, defend and hold harmless, the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, demands, actions and causes of action arising out of or related to this Agreement, provided however, that the Indemnifying Party shall not hold the Indemnified Party harmless from the Indemnified Party's own negligence, gross negligence, willful misconduct or violation of law.

10. COMPLIANCE WITH LAWS.

10.1. Licenses and Permits. Modern shall comply with all applicable laws and governmental rules and regulations in performing the Work. Modern shall bear sole responsibility to obtain and maintain all necessary and appropriate licenses, permits and approvals, and give all required governmental notices necessary for proper performance of the Work.

11. GENERAL PROVISIONS.

11.1. Governing Law, Venue and Jurisdiction. 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. The parties agree that any actions brought to enforce this Agreement shall be in the federal and state courts of the State of Utah, and hereby consent to the jurisdiction of such courts.

11.2. 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.

11.3. Entire Agreement; Amendment. This Agreement, including the cover page and the Schedules attached hereto, 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. The captions used herein are for ease of reference only and shall not define or limit the provisions 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 or modified except by written agreement of the parties.

11.4. Notices. All notices, requests and approvals hereunder shall be in writing, addressed to the parties at the addresses set forth below, shall reference the Contract Name West Valley City Parade Float Build and shall be given: (a) by hand or courier service, (b) by certified first class mail, postage prepaid, return receipt requested, or (c) by fax, confirmed by the method described in clause (b). Any such notice shall be deemed to have been duly given (x) on the day of actual delivery, if given by hand or by courier, (y) three (3) business days after deposit in the U.S. mail, or (z) upon receipt of fax, if confirmed by mail. A business day is a day that banks are open for business in Salt Lake City, Utah. A party may change its address for notices by notice given pursuant to this Section.

If to Modern:	Spencer Vriens 3370 West 500 South Salt Lake City, UT 84104 801-355-7427
If to CLIENT:	Roxeanne Vainuku West Valley City

11.6. Good Faith Effort to Resolve Disputes. Modern and CLIENT shall use good faith efforts to agree upon any matter that requires their mutual consent pursuant to the terms of this Agreement through negotiation, and in the event such claim, dispute or other matter is not resolved through negotiation, by mediation. If a controversy or claim should arise, each party's authorized representatives shall meet at least once to attempt to resolve the matter. Either authorized representative may request the other to meet within five (5) business days, at a mutually agreed time and place.

11.7 Attorney's Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith, as determined by a qualified arbitrator(s) or by a court or courts of competent jurisdiction.

11.8 Consequences of Termination. All provisions of this Agreement, which in order to give effect to their meaning, need to survive its termination or expiration shall remain in full force and effect after such termination or expiration.

In Witness Whereof, the parties have executed this Agreement as of the day and year first written above.

"Modern"

Modern Display Service, Inc.

By :_____

Spencer Vriens

Vice President

Date: _____

"CLIENT"

CLIENT

By :_____

NAME:_____

POSITION:_____

Date:_____

Approved as to form 11/9/2022
Brandon Hill

SERVICES AGREEMENT AND LETTER OF ENGAGEMENT

SCHEDULE 1

Parade Float Build 2023	**$17,000.00**
Storage of float included	**$0.00**
Parade Float Build 2024	**$17,000.00**
Storage of float included	**$0.00**
Parade Float Build 2025	**$17,000.00**
Storage of float included	**$0.00**

Please fill out the information below:

Date of First Parade:_____

How many Royalty/People on the float: _____

Primary Contact for season

Name:_____

Phone:_____

Email:_____

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

ISSUE: SMI-9-2022 - Carpe Diem Auctum Subdivision – Phase 2

SYNOPSIS:

Applicant:	Brent Malili
Proposal:	Final Plat Approval
Location:	5520 South 5600 West
Zoning:	C-2
Lots:	2
Acres	2

BACKGROUND

Brent Malili is requesting final approval for the second phase of the Carpe Diem Auctum Subdivision. The subdivision is located immediately to the south of phase 1 and is being submitted to create two lots for future commercial uses in the C-2 zone.

The proposed subdivision will consist of 2 lots on 2 acres. Lot 1 is approximately 1.3 acres in size while lot 2 is approximately .70 acres in size. The C-2 Zone requires a minimum lot size of 20,000 square feet.

Access to the subdivision will be gained from 5600 West. A shared access drive coming in from 5600 West will be located and shared with both phase 1 to the north and phase 2 to the south of the drive. The applicant has received approval from UDOT and West Valley City for this location. Public improvements exist along the west side of 5600 West including curb, gutter, a stamped concrete parkstrip and sidewalk. As there is only one access on 5600 West, a reciprocal access easement is planned across lot 1 in favor of lot 2 similar to what was done with the first phase to the north.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

SMI-9-2022
Carpe Diem Auctum Subdivision – Phase 2
5520 South 5600 West
C-2 Zone
2 Lots
2 Acres

BACKGROUND

Brent Malili is requesting preliminary approval for the second phase of the Carpe Diem Auctum Subdivision. The subdivision is located immediately to the south of phase 1 and is being platted to accommodate future commercial uses in the C-2 zone.

ISSUES:

The proposed subdivision will consist of 2 lots on 2 acres. Lot 1 is approximately 1.3 acres in size while lot 2 is approximately .70 acres in size. The C-2 Zone requires a minimum lot size of 20,000 square feet.

Access to the subdivision will be gained from 5600 West. A shared access drive coming in from 5600 West will be located and shared with both phase 1 to the north and phase 2 to the south of the drive. The applicant has been coordinating this access with UDOT and West Valley City. Public improvements exist along the west side of 5600 West including curb, gutter, a stamped concrete parkstrip and sidewalk. Since there is only one access on 5600 West, a reciprocal access easement is planned across lot 1 in favor of lot 2 similar to what was done with the first phase to the north.

Although there will be additional reviews for permitted use and conditional use applications in the future, staff would like to note that there is a gradual slope between these lots and property to the north. The site will need to be graded or contoured in such a manner to accommodate the grade difference.

STAFF ALTERNATIVES:

1. Approve the preliminary plat for the Carpe Diem Auctum Subdivision Phase 2 subject to a resolution of staff concerns noted in the analysis.

2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Steve Lehman presented the application. He explained that this proposal is for the second phase of the Carpe Diem Auctum Subdivision. Steve stated that the plat for phase one, located just north of the property in question, has been recorded.

Commissioner Winters asked Steve if he knew the zoning for the property south of the subject property. Steve said the property is in the Kearns Metro Township and is zoned Multi family. Adjacent properties to the south and west of that are zoned for single family.

Chair Fuller asked if there are any plans for the property west of the subject property that UTA owns. Steve said there had been previous discussions about using the property for a park and ride some time ago, but he is unsure if that is still the plan.

Brent Malili, the applicant, did not have anything to add to Steve's presentation. He said he would answer any questions that the Commission had for him. The Commission did not have anything to ask Mr. Malili.

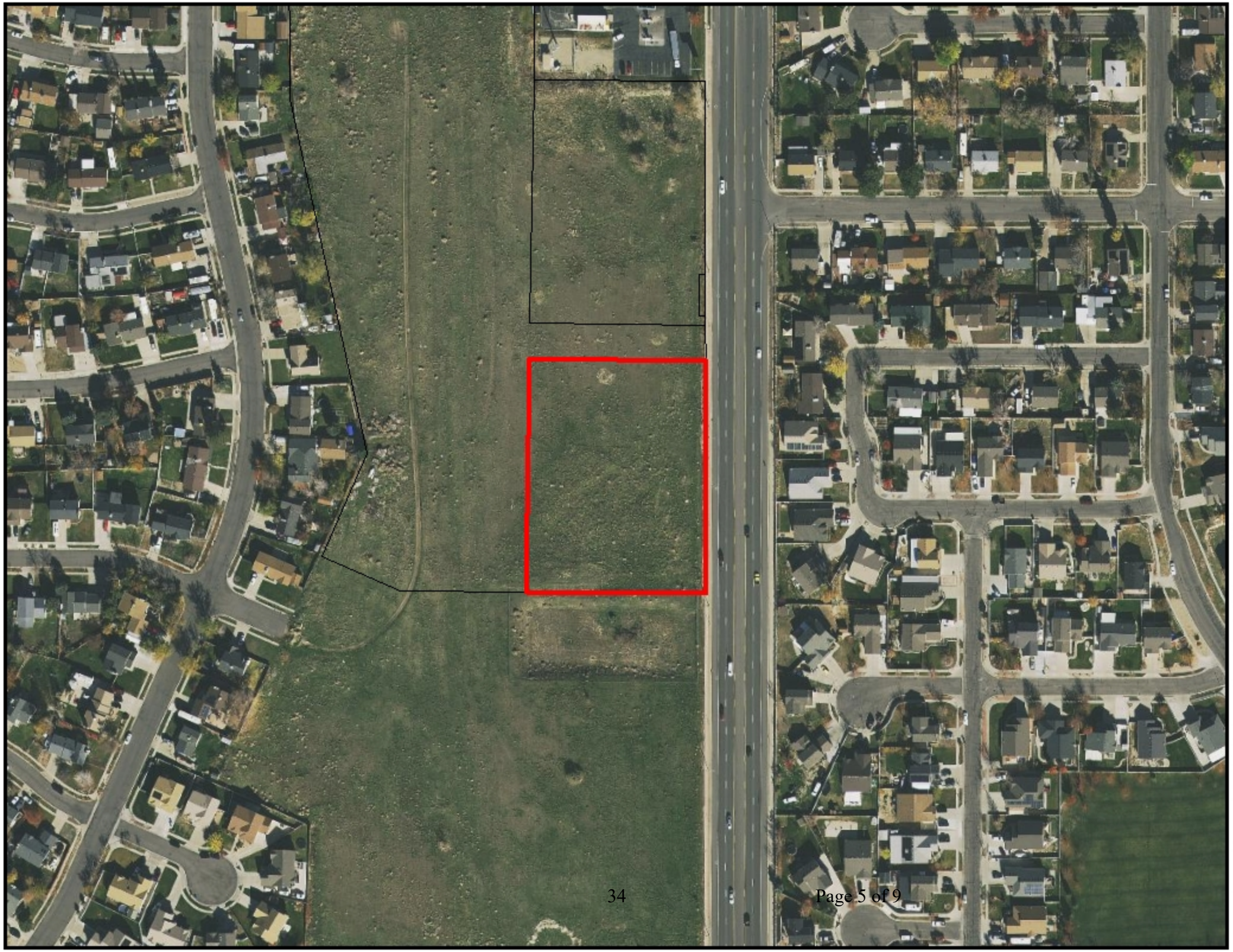
Motion: Commissioner Winters motioned to approve SMI-9-2022, subject to a resolution of staff concerns noted in the analysis.

Commissioner Porter seconded the motion.

Vote: Commissioner Porter Yes
Commissioner Winters Yes
Commissioner Woodruff Yes
Commissioner Lovato Yes
Chairperson Fuller Yes

Unanimously – SMI-9-2022 – Approved





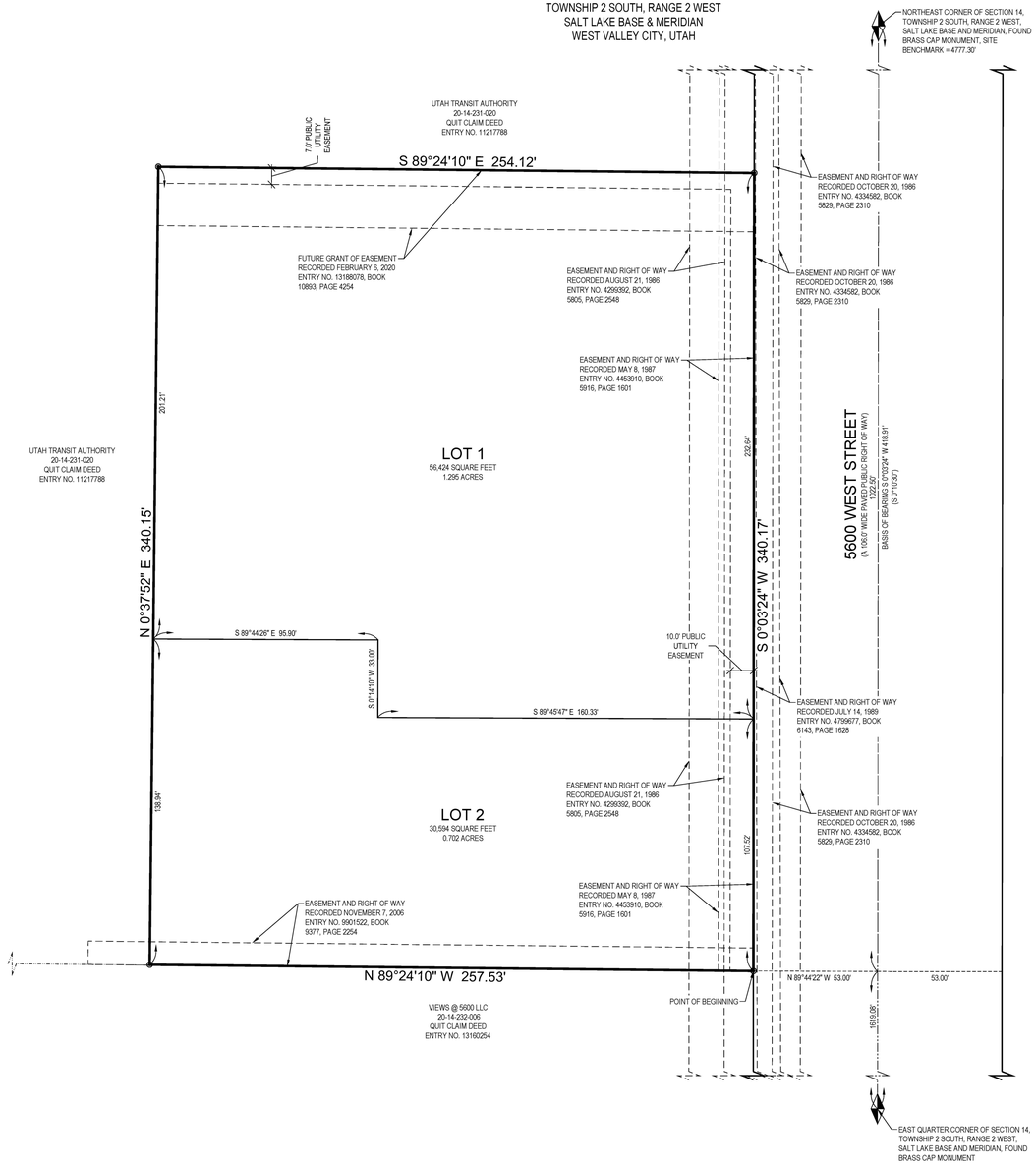





NO
TRESPASSING
PROPERTY OF
UTAH DEPARTMENT
OF TRANSPORTATION

CARPE DIEM AUCTUM 2 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, UTAH



NORTH

SCALE: 1" = 30

0 15 30 60 90

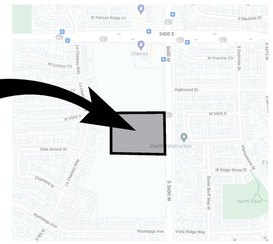
LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT OF WAY LINE
- LOT LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR 5/8" X 24" REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"
- ( ) DENOTES RECORD INFORMATION

NOTES

1. COPPER PLUG TO BE SET IN TOP OF CURB AND GUTTER AT OFFSET TO FRONT PROPERTY CORNERS AND #5 5/8" X 24" REBAR AND CAP STAMPED "MCNEIL ENGR" TO BE SET AT ALL OTHER LOT AND BOUNDARY CORNERS.
2. THERE IS CROSS ACCESS OVER LOT 1 IN FAVOR OF LOT 2 FOR INGRESS/EGRESS AND PARKING.

SITE



VICINITY MAP
SCALE: N.T.S.

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO.: 6861599 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYOR'S ACT, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENT AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO TWO LOTS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOW AS:

CARPE DIEM AUCTUM 2 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID TRACT BEING THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 1, 2019, AS ENTRY NO. 13088411, IN BOOK 10839 AT PAGE 6216 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID TRACT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF 5600 WEST STREET; SAID POINT BEING SOUTH 0°03'24" WEST ALONG THE SECTION LINE 1022.50 FEET (SOUTH 0°10'30" EAST BY DEED) AND NORTH 89°44'22" WEST 53.00 FEET (NORTH 89°58'16" WEST BY DEED) FROM THE NORTHEAST CORNER OF SAID SECTION 14, AND RUNNING THENCE NORTH 89°24'10" WEST ALONG THE SOUTH LINE OF SAID PARCEL 257.53 FEET (NORTH 89°38'04" WEST BY DEED) TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°37'52" EAST ALONG THE WEST LINE OF SAID PARCEL 340.15 FEET (NORTH 0°23'56" EAST BY DEED) TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°24'10" EAST 254.12 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 0°03'24" WEST ALONG SAID WEST RIGHT OF WAY LINE 340.17 FEET (SOUTH 0°10'30" EAST BY DEED) TO THE POINT OF BEGINNING.

CONTAINS 87,018 SQ. FT. OR 1.997 ACRES (2 LOTS)

PROFESSIONAL LAND SURVEYOR — DAVID B. DRAPER — No. 6861599 — STATE OF UTAH — DATE 9-14-22

DAVID B. DRAPER
LICENSE NO. 6861599

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH THE BE HEREAFTER KNOWN AS:

CARPE DIEM AUCTUM 2 SUBDIVISION

THE UNDERSIGNED OWNER HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF I (WE) HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____, A.D., 20_____

(ENTITY)

BY: _____
(PRINT NAME)

ITS: _____
(TITLE)

RECORD OF SURVEY

R.O.S. NO.:

SURVEY REVIEWER DATE

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____

ON THE _____ DAY OF _____ A.D., 20___, _____PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF **CARPE DIEM AUCTUM**, LLC, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC
RESIDING IN _____ COUNTY

SHEET 1 OF 1

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20___,
BY THE WEST VALLEY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY PLANNING COMM.

PREPARED BY:

McNEIL ENGINEERING™
Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

CARPE DIEM AUCTUM 2 SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEST VALLEY CITY, UTAH

SALT LAKE COUNTY HEALTH DEPT.

APPROVED THIS _____ DAY OF _____ A.D., 20___,

SALT LAKE COUNTY HEALTH DEPARTMENT

KEARNS IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ A.D., 20___,

KEARNS IMPROVEMENT DISTRICT

WEST VALLEY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.

DATE: WEST VALLEY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS DAY OF _____ A.D., 20___,
AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED

WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D., 20___,

WEST VALLEY CITY MANAGER WEST VALLEY RECORDER

SALT LAKE COUNTY RECORDER

RECORD NO. _____.

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

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE $ DEPUTY SALT LAKE COUNTY RECORDER

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

ISSUE:

A resolution authorizing the abandonment of an existing Storm Drain Easement.

SYNOPSIS:

The abandonment of a storm drain easement at 5530 South 5600 West

BACKGROUND:

In 1986 a Storm Drain Easement was recorded in favor of Salt Lake County across property located south of 5400 South on the west side of 5600 West. As there are no existing storm drain facilities located on property located within this specific easement on property located approximately 5530 South, the property owner has requested this easement be abandoned by West Valley City.

LC Real Estate, LLC is the owner of property located at 5530 South 5600 West, parcel 20-14-231-022 and the site of the proposed Carpe Diem Auctum Subdivision No. 2 and UTA owns parcel 20-14-231-020. The above referenced storm drain easement was recorded in favor of Salt Lake County prior to the Smith's Annexation in 1995 by West Valley City. After the annexation of property West Valley City became the successor in interest to Salt Lake County. As the easement is not necessary, an Abandonment of Storm Drain Easement document has been prepared for approval by the West Valley City Council and execution by the mayor. There is another 15-foot-wide Storm Drain Easement which runs slightly east and parallel with the easement being abandoned, that easement will remain.

RECOMMENDATION:

Approve Abandonment of Storm Water Drainage Easement and authorize the mayor to execute said Abandonment of Storm Drain Easement for and on behalf of West Valley City. Authorize City Recorder to record said Abandonment of Storm Drain Easement document for and on behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ABANDON A PORTION OF A STORM DRAIN EASEMENT LOCATED AT 5530 SOUTH 5600 WEST.

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

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

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

WHEREAS, a document entitled "Abandonment of a Portion of Storm Drain Easement" (the "Release") has been prepared for execution by the City; and

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

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

1. That the Release is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute any other documents necessary to complete the release, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The City Recorder is authorized to record the Release for and on behalf of West Valley City.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SURVEY DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SAID TRACT BEING THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED OCTOBER 1, 2019, AS ENTRY NO. 13088411, IN BOOK 10839 AT PAGE 6216 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID TRACT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF 5600 WEST STREET; SAID POINT BEING SOUTH 0°03'24" WEST ALONG THE SECTION LINE 1022.50 FEET (SOUTH 0°10'30" EAST BY DEED) AND NORTH 89°44'22" WEST 53.00 FEET (NORTH 89°58'16" WEST BY DEED) FROM THE NORTHEAST CORNER OF SAID SECTION 14, AND RUNNING THENCE NORTH 89°24'10" WEST ALONG THE SOUTH LINE OF SAID PARCEL 257.53 FEET; (NORTH 89°38'04" WEST BY DEED) TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0°37'52" EAST ALONG THE WEST LINE OF SAID PARCEL 340.15 FEET (NORTH 0°23'56" EAST BY DEED) TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°24'10" EAST 254.12 FEET (SOUTH 89°38'04" EAST BY DEED) TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE SOUTH 0°03'24" WEST ALONG SAID WEST RIGHT OF WAY LINE 340.17 FEET (SOUTH 0°10'30" EAST BY DEED) TO THE POINT OF BEGINNING.

DESCRIPTION PER TITLE REPORT

A TRACT OF LAND SITUATE IN THE NE1/4NE1/4 OF SECTION 14, T.2S., R.2W., S.L.B.&M. THE BOUNDARIES OF SAID TRACT OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, WHICH POINT IS 1022.50 FT. S. 0°10'30" E. ALONG THE SECTION LINE AND 53.0 FT. N. 89°58'16" W. FROM THE NORTHEAST CORNER OF SAID SECTION 14; THENCE N. 89°38'04" W. 257.53 FT.; THENCE N. 0°23'56" E. 340.15 FT.; THENCE S. 89°38'04" E. 254.12 FT.; THENCE S. 0°10'30" E. 340.17 FT. TO THE BEGINNING.

TITLE INFORMATION

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NO 1583100 PREPARED BY STEWART TITLE GUARANTY COMPANY. EFFECTIVE DATE: OCTOBER 12, 2022, AT 8:00 AM.

SCHEDULE B, PART II EXCEPTIONS

15. EASEMENT AND RIGHT OF WAY AND THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF SALT LAKECOUNTY, RECORDED AUGUST 21, 1986 AS ENTRY NO. 4299392, IN BOOK 5805, PAGE 2548 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

16. EASEMENT AND RIGHT OF WAY AND THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF KEARNS IMPROVEMENT DISTRICT, RECORDED OCTOBER 20, 1986 AS ENTRY NO. 4334582, IN BOOK 5829, PAGE 2310 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

17. EASEMENT AND RIGHT OF WAY AND THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF SALT LAKE COUNTY, RECORDED MAY 8, 1987 AS ENTRY NO. 4453910, IN BOOK 5916, PAGE 1601 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

19. EASEMENT AND RIGHT OF WAY AND THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF PACIFICORP, AN OREGON CORPORATION, RECORDED JULY 14, 1989 AS ENTRY NO. 4799677, IN BOOK 6143, PAGE 1628 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

20. EASEMENT AND RIGHT OF WAY AND THE TERMS AND CONDITIONS THEREIN PROVIDED, IN FAVOR OF QUESTAR GAS COMPANY, RECORDED NOVEMBER 7, 2006 AS ENTRY NO. 9901522, IN BOOK 9377, PAGE 3354 OF OFFICIAL RECORDS.
SURVEY FINDINGS: SHOWN HEREON

22. ACCESS EASEMENT AGREEMENT, AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED APRIL 22, 2022, AS ENTRY NO. 13938239, IN BOOK 11331, AT PAGE 6472 OF COUNTY RECORDS.
SURVEY FINDINGS: SHOWN HEREON

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE AN "ALTA/NSPS LAND TITLE SURVEY" ON THE SUBJECT PROPERTY PER CLIENTS REQUEST. THE BASIS OF BEARING FOR THIS SURVEY IS S 0°03'24" W ALONG THE SECTION LINE OF 5600 W, BETWEEN THE NORTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN. THE SURVEYED PROPERTY LINES WERE ESTABLISHED ACCORDING TO DEED.

GENERAL NOTES

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

2. CORNER MONUMENTS NOT FOUND WERE SET WITH A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." UNLESS NOTED OTHERWISE HEREON.

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

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

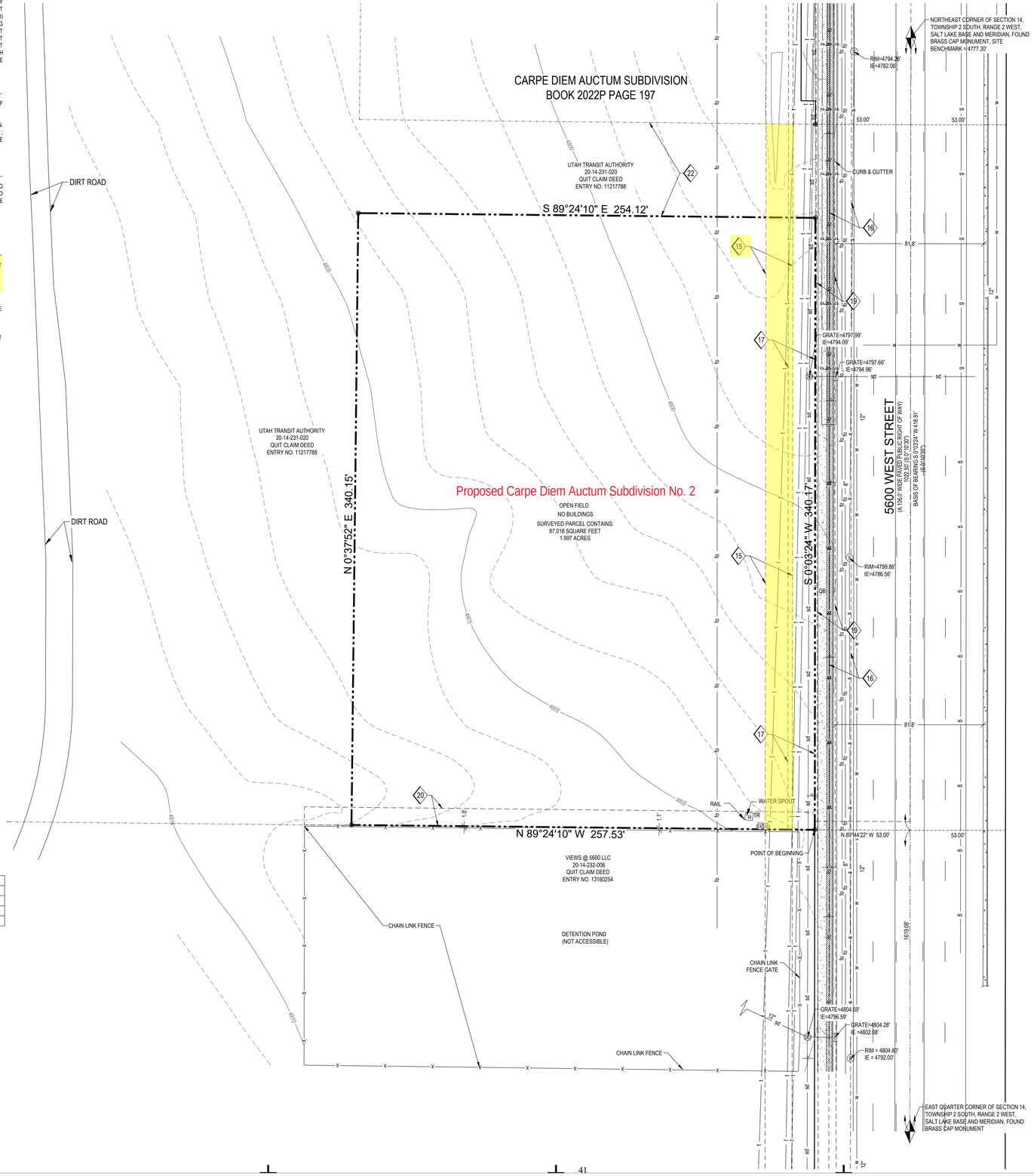
5. NO OBSERVED EVIDENCE OF CEMETERIES OR BURIAL GROUNDS.

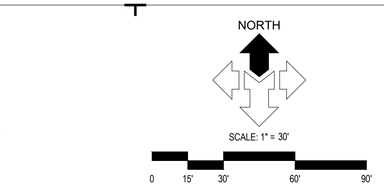
6. SUBJECT PARCEL HAS NO IMPROVED DRIVEWAY ACCESS TO ANY PUBLIC RIGHT OF WAY.

SIGNIFICANT OBSERVATIONS

NONE OBSERVED.

UTILITY COMPANY	CONTACT	CONTACT INFO	STATUS
COMCAST	JEFF HOUSTON	435-224-2356	SHOWN
CENTURYLINK	ROBERT VIGIL	801-238-0235	SHOWN
DOMINION ENERGY	SL MAPPING DEPT.	801-324-3970	SHOWN
ROCKY MOUNTAIN POWER	JOEL SIMMONS	801-813-6993	SHOWN
ZAYO FIBER	SYLVAN STEWART	801-808-7365	SHOWN





LEGEND

- RIGHT OF WAY LINE
- LOT LINE
- PROPERTY LINE
- MONUMENT LINE
- SECTION LINE
- EASEMENT LINE
- FENCE
- POWER LINE
- FIBER OPTIC LINE
- TELEPHONE LINE
- WATER LINE
- SANITARY SEWER LINE
- STORM DRAIN LINE
- NATURAL GAS LINE
- MAJOR CONTOUR
- MINOR CONTOUR
- CONCRETE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- ELECTRICAL BOX
- ELECTRICAL METER
- UTILITY POLE
- SANITARY SEWER MANHOLE
- STORM DRAIN CATCH BASIN
- STORM DRAIN MANHOLE
- TELECOMMUNICATIONS BOX
- SIGN
- PROPERTY CORNER (SEE GENERAL NOTE 2)

SURVEYOR'S CERTIFICATE

TO WRIGHT DEVELOPMENT GROUP, INC., STEWART TITLE OF UTAH, INC.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON APRIL 15, 2022

DATE OF PLAT OR MAP: APRIL 27, 2022



DAVID B. DRAPER
LICENSE NO. 6861599



VICINITY MAP
SCALE: N.T.S.

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

CARPE DIEM AUCTUM 2

5530 SOUTH 5600 WEST
WEST VALLEY CITY, UTAH
LOCATED IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 2, RANGE 2 WEST, S.L.B. & M.

REVISIONS		
REV	DATE	DESCRIPTION
A	05/11/22	NEW TITLE REPORT

PROJECT NO:	20577.A
CAD FILE:	20577.A ALT
DRAWN BY:	HD
CALC BY:	DBD
FIELD CREW:	IQ
CHECKED BY:	EAM
DATE:	04/27/2022

ALTA/NSPS LAND TITLE SURVEY

1 OF 1

S:\2020Files\205\71\20577\A\Survey\Prod Dwg\20577A ALT.dwg David Oct 27, 2022 - 11:27am

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

Space above for County Recorder's use

PARCEL I.D. #**20-14-231-020 and 20-14-231-022**

ABANDONMENT OF A PORTION OF STORM DRAIN EASEMENT

West Valley City, a municipal corporation of the State of Utah, located at 3600 S. Constitution Boulevard, West Valley City, Utah 84119**,** hereby abandons and releases a portion of a **Storm Drain Easement** originally conveyed to Salt Lake County and recorded August 21, 1986 as Entry No. 4299392 in the office of the Salt Lake County Recorder, and all its right, title and interest related to the use of said easement as a Storm Drain Easements upon the following described property located in West Valley City, Salt Lake County, State of Utah, more particularly described as follows:

> A15.00 foot wide storm drain easement, 7.5 feet on each side of the following described centerline:
>
> Beginning at a point South 0°10'30" East along the Section Line 1022.50 feet and North 89°44'22" West 53.00 feet and North 89°24'10" West 20.00 feet from the Northeast Corner of Section 14, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 0°10'30" West 392.17 feet, more or less to a point being on the southerly boundary of Carpe Diem Auctum Subdivision, according to the official plat thereof as recorded in Book 2022P at page 197 in the office of the Salt Lake County Recorder, said point being the Point of Terminus.

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

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

_____

Karen Lang, Mayor

State of _____)
:ss
County of _____)

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

_____
Notary Public

Item:
Fiscal Impact:
Funding Source:
Budget Opening Required: No

ISSUE:

A resolution declining to renew an Employment Agreement between the City and Wayne Pyle as City Manager.

SYNOPSIS:

This resolution declines to renew an Employment Agreement between the City and Wayne Pyle as City Manager.

BACKGROUND:

On May 22, 2018, the City entered into an Employment Agreement with Wayne Pyle to serve as City Manager. This Agreement expires on May 31, 2023 and automatically renews unless the City decides not to renew and provides 180 days' notice of nonrenewal prior to expiration. This Agreement also requires a majority vote of the City Council with all members present to decline to renew the Agreement. This Resolution declines to renew the Employment Agreement and meets the requirement to do so at least 180 days prior to expiration.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION CONSIDERING AN EMPLOYMENT AGREEMENT.

WHEREAS, on or about May 22, 2018, the City entered into an Employment Agreement with City Manager Wayne Pyle; and

WHEREAS, the Employment Agreement expires on May 31, 2023; and

WHEREAS, the Employment Agreement renews automatically unless a majority of the City Council (with all members present) votes against renewal of the Employment Agreement and notifies Mr. Pyle of this decision 180 days prior to expiration; and

WHEREAS, the City Council does not wish to renew said Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City shall not renew the Employment Agreement with Mr. Pyle and that this Resolution constitutes notice of said nonrenewal. This Resolution shall be conveyed to Mr. Pyle in accordance with Section 7 of the Employment Agreement.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER