The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, May 9, 2023, 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. May 2, 2023

4. Regular City Council Meeting has been Canceled

5. Public Hearings Scheduled For May 16, 2023

   A. Accept Public Input Regarding Application SA-1-2023, Filed by Chris Tomadakis, Requesting Final Plat Approval for the Tomadakis Subdivision- Amending Lot 1 Pheasant Park and Lots 214 Hunter Hills No. 2 Subdivisions

      Action: Consider Ordinance 23-11: Approve the Amendment of Lot 1 Pheasant Park and Lot 214 Hunter Hills No. 2 Subdivisions

   B. Accept Public Input Regarding Application SA-2-2023, Filed by Roman Frazier, Requesting Final Plat Approval for the Mountain View Business Plaza Subdivision-

- 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.

Amended and Extended Located at 3320 South 5600 West

Action: Consider Ordinance 23-12, Approve the Amendment of Lot 3 Mountain View Business Plaza Subdivision

C. Accept Public Input Regarding Application Z-1-2023, Filed by Samuel Wright, Requesting a Zone Change from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing) for Property Located at 7103 West Gates Avenue

Action: Consider Ordinance 23-13: Amend the Zoning Map to Show a Change of Zone for Property Located at 7103 West Gates Avenue from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing)

Action: Consider Resolution 23-66: Authorize the City to Enter into a Development Agreement with Samuel Wright for Approximately 1.19 Acres of Property Located at Approximately 7091-7103 West Gates Avenue

6. Ordinances:

A. 23-14: Amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code to Adopt Certain International Building Codes

7. Resolutions:

A. 23-67: Adopt a Capital Projects List

B. 23-68: Approve an Agreement Between West Valley City and Larsen, Larsen, Nash & Larsen, Attorneys at Law, for Indigent Defense Services

C. 23-69: Authorize the Purchase of HVAC Equipment and the Execution of a Professional Services Agreement From and With American Mechanical Systems Services, LLC

8. Consent Agenda Scheduled for May 16, 2023

A. 23-70: Ratify the City Manager's Appointment of Initial Members of the Healthy West Valley Committee

9. Communications:

A. Convention Tourism Assessment Area (CTAA) Follow Up (15 min)

B. Summer Events (10 min)

C. Fire Department Tactical Vehicle (MITS) Tour (15 min)

D. Council Calendar

10. New Business:

A. Potential Future Agenda Items

B. Council Reports

C. Strategic Discussion List

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MAY 2, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MAY 2, 2023 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE 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

STAFF PRESENT:

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

APPROVAL OF MINUTES OF STUDY MEETING HELD APRIL 25, 2023
The Council considered the Minutes of the Study Meeting held April 25, 2023. There were no changes, corrections or deletions.

Councilmember Huynh moved to approve the Minutes of the Study Meeting held April 25, 2023. Councilmember Harmon seconded the motion.

DRAFT

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

REVIEW AGENDAS FOR REGULAR CITY COUNCIL, REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND MUNICIPAL BUILDING AUTHORITY MEETINGS OF MAY 2, 2023

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agendas for the Regular City Council, Redevelopment Agency, Housing Authority, and Municipal Building Authority meetings scheduled later this night.

COMMUNICATIONS

A. UDOT PRESENTATION

Alex Fisher-Willis, UDOT, presented a PowerPoint presentation summarized as follows:

- Bangerter State Environmental Study (4100 South to California Avenue)
  - Alternative maps
  - Level 1 screening
  - Local trips
    - There is less than a minute difference in travel time between each remaining alternative
  - Level 2 screening
    - Right of Way
    - Cost
  - Alternative comparison
  - Preferred Alternative
    - Alternative B-Interchanges
      - 4100 South to California Avenue with no access at 3100 South and 2400 South
  - Shared Use Path Cross-Section
  - Preferred Alternative (4100 South)
  - 4100 South Vertical Alignment
  - Preferred Alternative (3500 South)
  - Preferred Alternative (3100 South)
  - Preferred Alternative (Parkway Blvd)
  - Preferred Alternative (2400 South)
  - Preferred Alternative (SR-201)
  - Preferred Alternative (1820 South)
  - Preferred Alternative (California Avenue)

DRAFT

  - Next Steps
    - Invitation Only Neighborhood Meetings
    - Public Hearings
    - Neighborhood Meetings (Impacted Property Owners)
- Neighborhood Meeting Breakdown
- Right of Way Acquisition Process
  - 1. Identification — The study team identifies what properties will be needed to construct the selected alternative
  - 2. Contact — Property owners will be contacted directly if their property is identified as a full or partial acquisition.
  - 3. Valuation — Once funding is available, Right-of-way (ROW) professionals will estimate the value of the property.
  - 4. Acquisition — ROW professionals will work closely with the property owner to acquire needed property at fair market value.
- How to Comment

Councilmember Christensen asked if the pedestrian crossings will be grade separated. Ms. Fisher-Willis stated that they all are except for 1820 West. Mayor Lang asked if residents can attend any meeting breakdown regardless of their district. Ms. Fisher- Willis replied yes. She noted that translators will be provided as well. Councilmember Fitisemanu asked if there was a specific radius for the invitation only meetings. Ms. Fisher-Willis replied that the invitation only meetings apply to impacted property owners only.

The Mayor and Council had no further questions or concerns.

B. BUDGET UPDATE

Wayne Pyle, City Manager, stated that the Council requested further information that exceeded an increase 10% change. There were 10 items and can address it however the Council would prefer. Wayne presented and summarized as follows:

- Line 116 Recorder/ $570,720 to $970,720 Program modification for Indigent defense contract increase. It's been many years since our last increase and much has changed in the sector. We are in the final steps of negotiation for this contract, and the number will be significantly lower than the $970k, but this is the current number.

- Line 122 Cap / Fleet $0 to $1,900,000 Program modification for facilities capital replacement ($400k) and fleet budget included in budget this year as part of budget.

$1.5M.

- Line 137 WV Arts Fund/ $0 to $40,00 General Fund contribution to fund balance

- Line 141 Prof/Tech/ $0 to $175,000 Not new expenditure, listed here as budget per audit requirement

- Line 154 UCCC $0 to $1,210,506 Debt service payment for UCCC offset by contribution from RDA.

- Line 180 MBA S 2022 $0 to $382,500 First debt service payment on Justice Court bldg.

- Line 205 Nbhd Svcs $127,840 to $345,878 Program mod increase for Operation My Hometown and Neighborhood Services.

- Line 137 Parks & Rec $579,916 to $918,595 Program mod increase for annual capital expenditure repair and replacement.

- Line 174 Public Works $4.376M to $5.164M Decrease in sold services and reorganization of budget between divisions.

- Line 279 Animal Cntrl $1.420M to $1.612M Program mod to hire new shelter tech.

Councilmember Whetstone asked how the debt services work. Wayne replied that this is listed as new for the Justice Court for the first payment. He noted that the Utah Cultural Celebration Center payment is in line with amortization. Councilmember Harmon asked how much is left on that payment. Jim Welch, Finance Director, replied approximately 44 million. Wayne indicated that this is debt not just directly tied to the Cultural Center but to other projects as well. Councilmember Huynh asked what the maturity date is. Wayne replied that staff would provide the details after looking into the specifics.

Mayor Lang asked if the Fassio Fence project is included in this budget. Wayne replied that the CIP funds are separate and the Council would be reviewing these as a separate resolution in an upcoming agenda.

C. COUNCIL CALENDAR

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

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Wayne Pyle, City Manager, stated that there was a presentation last week for the CTAA. He indicated that staff's only concern would be that a board is typically designated to oversee funding of the money and allocates that funding as they see fit. He stated that staff would rather see money come back to the City directly and to have direct say in what it's spent on. Councilmember Harmon asked if the setup of the board structure can be changed. Councilmember Whetstone replied it is set for 5 years. Councilmember Christensen stated that Kevin Bruder at the Maverik Center is confident in the proposal and the transparency of the organization. Mayor Lang stated that she is concerned that there is no guarantee that the money generated in West Valley City would be spent in West Valley City. She also expressed concern about their plan to program out ball fields when they are already fully booked. Wayne replied that the City would still have ultimate say in the use of the ball fields but this proposal could definitely apply pressure to specific programs. Councilmember Whetstone stated that he would like more information on how the funds would be controlled and allocated. He indicated that his understanding is that the hoteliers seem to have the greatest control. Councilmember Fitisemanu agreed and stated that the program is compelling but he would like a little more information. The Mayor and Council agreed to invite a representative to a Council meeting to discuss the issue further.

B. COUNCIL REPORTS

COUNCILMEMBER WHETSTONE- CITIZENS ACADEMY

Councilmember Whetstone stated that the citizens academy is going great. He indicated that he experienced a tasing.

MAYOR LANG- PURCHASE OF JORDAN VALLEY WEST AND FUNERAL

Mayor Lang stated that the Jordan Valley West hospital has been purchased by Centura which is a Holy Cross Facility. She indicated that their plan is for a long-term commitment to bring positive changes to the facility for the community. Mayor Lang noted that she also attended the funeral of the volunteer who passed away at a My Hometown volunteer event.

COUNCILMEMBER CHRISTENSEN- INTO THE WOODS

DRAFT

Councilmember Christensen stated that he attended the Into the Woods production. He indicated staff was very helpful in getting him to his seat when he arrived late due unforeseen circumstances.

COUNCILMEMBER HARMON- HIRES RE-GRAND OPENING
Councilmember Harmon stated that he and Councilmember Whetstone attended the re-grand opening of HIRES and Litza Pizza.

C. STRATEGIC DISCUSSION LIST
Mayor Lang stated that items would continue to be discussed on the list.

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MAY 2, 2023 WAS ADJOURNED AT 5:16 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, May 2, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

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

ISSUE:

SA-1-2023 - Tomadakis Subdivision - Amending lot 1 Pheasant Park & lot 214 Hunter Hills No. 2 Subdivisions

SYNOPSIS:

Applicant: Chris Tomadakis
Proposal: Final Plat Approval
Location: 5203 West Holder Drive
Zones: R-1-8 & R-1-7 Zones

BACKGROUND

Mr. Chris Tomadakis, is requesting final plat approval and an amendment to lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 Subdivisions. The purpose for the plat amendment is to adjust the common property line between the two lots. No new lots will be created from this application. This type of request would previously have been allowed by lot line adjustment reviewed by staff only. However, in 2021, State Law changed requiring a plat amendment.

Mr. Tomadakis who owns both properties, would like to adjust the existing property line to provide more useable space for the dwelling at 5203 West Holder Drive. This application is unique in that it will amend lots in two different subdivisions. The Pheasant Park Subdivision is zoned R-1-8, and the Hunter Hills No. 2 Subdivision is zoned R-1-7. Both lots meet and exceed frontage and area requirements of their respective zones. As a result of the subdivision amendment, lot 1 in Pheasant Park will increase in size to 12,835 square feet, and lot 2 in Hunter Hills will be reduced to 7,100 square feet in size.

There is an existing 10-foot utility easement on the east side of lot 1 Pheasant Park and a 15-foot utility and drainage easement on lot 214 Hunter Hills No. 2. Both easements will remain in place. Any new structures and/or fencing will need to be coordinated with the respective utility and or drainage companies. The easements are not being vacated or realigned with this application.

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 LOT 1 PHEASANT PARK AND LOT 214 HUNTER HILLS NO. 2 SUBDIVISIONS.

WHEREAS, the City is in receipt of petition SA-1-2023, proposing an amendment to lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 Subdivisions located at approximately 5203 West Holder Drive; and

WHEREAS, the purpose for the application is to adjust a common property line; 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 lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 Subdivisions located at approximately 5203 West Holder Drive and as shown in Petition SA-1-2023 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 _____ 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SA-1-2023
Tomadakis Subdivision – Amending Lot 1 Pheasant Park & Lot 214 Hunter Hills No.2
5203 West Holder Drive
R-1-8 & R-1-7 Zones
2 Lots

BACKGROUND

Mr. Chris Tomadakis, is requesting preliminary plat approval and an amendment to lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 Subdivisions. The purpose for the plat amendment is to adjust the common property line between the two lots. No new lots will be created from this application.

ISSUES:

Mr. Tomadakis is proposing to adjust the common property line between his two properties. This type of request would previously have been allowed by a lot line adjustment reviewed by staff only. However, in 2021, State Law changed requiring a plat amendment.

Mr. Tomadakis who owns both properties would like to adjust the existing property line to provide more useable space for the dwelling at 5203 West Holder Drive. This application is unique in that it will amend lots in two different subdivisions. The Pheasant Park Subdivision is zoned R-1-8, and the Hunter Hills No. 2 Subdivision is zoned R-1-7. Both lots meet and exceed frontage and area requirements of their respective zones. As a result of the subdivision amendment, lot 1 in Pheasant Park will increase in size to 12,835 square feet, and lot 2 in Hunter Hills will be reduced to 7,100 square feet in size.

There is an existing 10-foot utility easement on the east side of lot 1 Pheasant Park and a 15-foot utility and drainage easement on lot 214 Hunter Hills No. 2. Both easements will remain in place. Any new structures and/or fencing will need to be coordinated with the respective utility and or drainage companies. The easements are not being vacated or realigned with this application.

STAFF ALTERNATIVES:

1. Approval of the Tomadakis Subdivision amending lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 subject to a resolution of staff and agency comments.

2. Continuation to address issues raised during the public hearing.

Discussion: Steve Lehman presented the application. He noted that all easements would stay in place; they would not be removed or vacated.

Chris Tomadakis, the applicant, explained that the canal company had installed a clean-out vault that is above grade to the house to the east and below grade to the one to the west. He said the lot line adjustment would allow him to fix the issue and make the property more functional.

Chair Fuller asked Steve if he had a picture depicting the difference in grade. Steve presented a photo, and the applicant pointed out the grade change.

Motion: Commissioner Wood motioned to approve SA-1-2023 subject to a resolution of staff and agency comments.

Commissioner Porter seconded the motion.

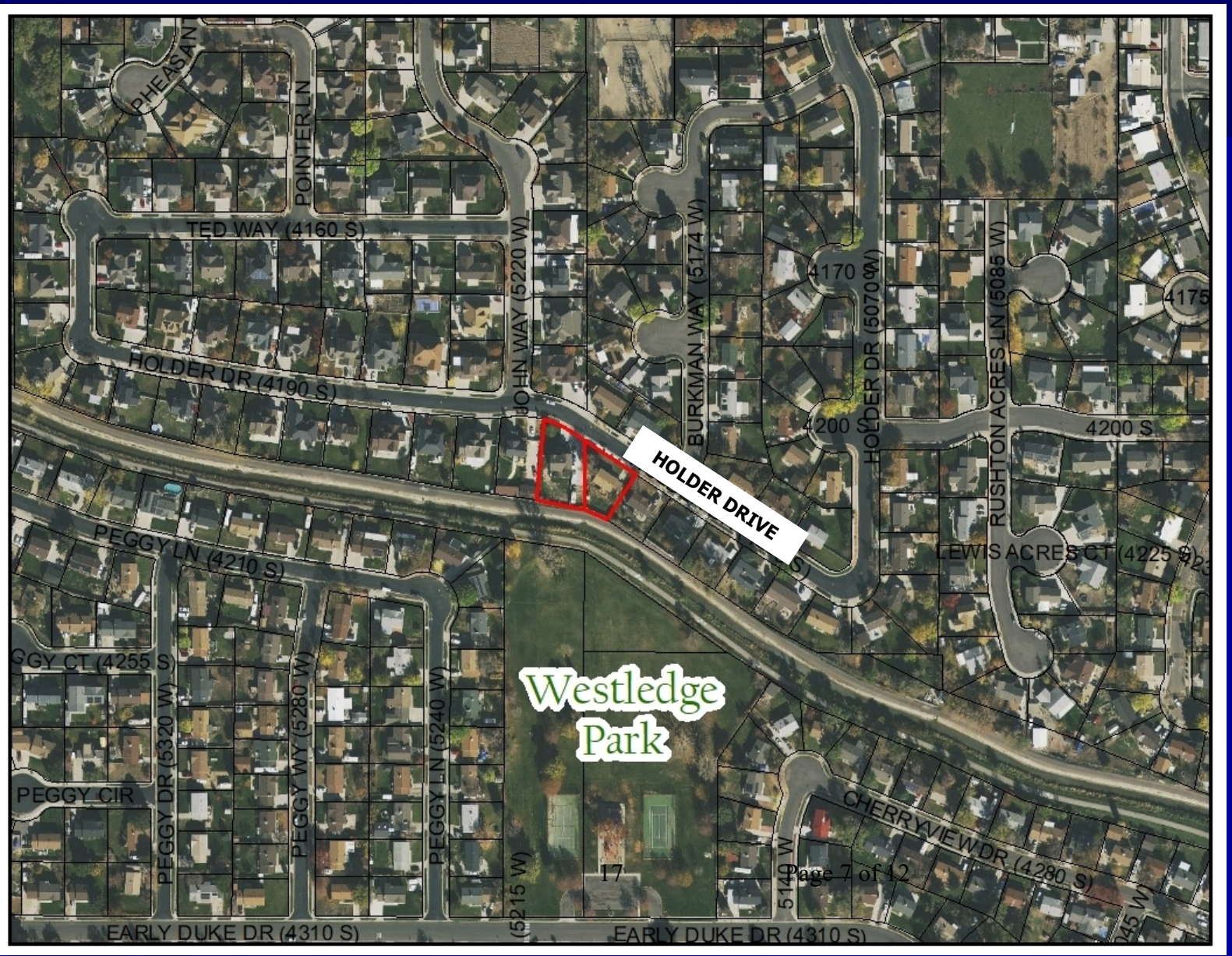
Vote:

Commissioner Woodruff	Yes
Commissioner Winters	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Wood	Yes
Commissioner Porter	Yes
Chairperson Fuller	Yes

Unanimously – SA-1-2023 – Approved

SA-1-2023

Petition by GEORGE TOMADAKIS is requesting approval for the Tomadakis Subdivision. This subdivision will consist of 2 lots on .45 acres and will amend lot 1 of the Pheasant Park Subdivision and lot 214 of the Hunter Hills No. 2 Subdivision. The subdivision is located at 5203 Holder Drive and is zoned R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) and R-1-8(Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SA-1-2023

Petition by GEORGE TOMADAKIS is requesting approval for the Tomadakis Subdivision. This subdivision will consist of 2 lots on .45 acres and will amend lot 1 of the Pheasant Park Subdivision and lot 214 of the Hunter Hills No. 2 Subdivision. The subdivision is located at 5203 Holder Drive and is zoned R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) and R-1-8(Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



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SA-1-2023

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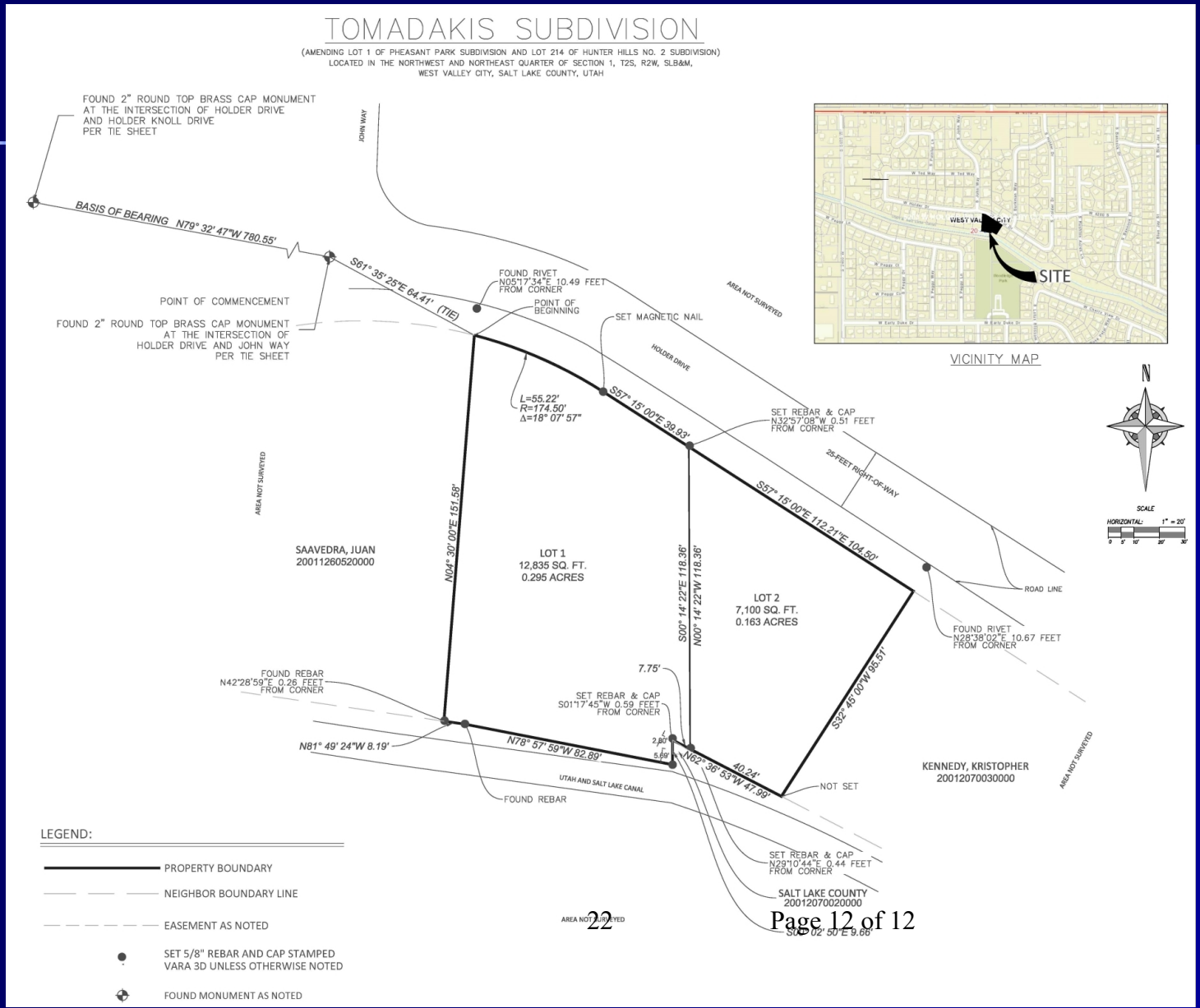
SA-1-2023

Petition by GEORGE TOMADAKIS is requesting approval for the Tomadakis Subdivision. This subdivision will consist of 2 lots on .45 acres and will amend lot 1 of the Pheasant Park Subdivision and lot 214 of the Hunter Hills No. 2 Subdivision. The subdivision is located at 5203 Holder Drive and is zoned R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) and R-1-8(Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



SA-1-2023

Petition by GEORGE TOMADAKIS is requesting approval for the Tomadakis Subdivision. This subdivision will consist of 2 lots on .45 acres and will amend lot 1 of the Pheasant Park Subdivision and lot 214 of the Hunter Hills No. 2 Subdivision. The subdivision is located at 5203 Holder Drive and is zoned R-1-7 (Single Unit Dwelling Residential, minimum lot size 7,000 square feet) and R-1-8(Single Unit Dwelling Residential, minimum lot size 8,000 square feet). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



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

ISSUE:

SA-2-2023 – Mountain View Business Plaza Subdivision – Amended and Extended

SYNOPSIS:

Applicant: Roman Frazier
Proposal: Final Plat Approval
Location: 3320 South 5600 West
Zones: C-2

BACKGROUND:

Roman Frazier is requesting final approval for the Mountain View Business Plaza Subdivision Amended. This application will amend and extend lot 3 of said subdivision. The subdivision is located at 3320 South 5600 West and is zoned C-2.

The Mountain View Business Plaza Subdivision was recorded in June 2019. The original subdivision consisted of 6 lots on 12 acres. The property is zoned C-2 and is bordered on the north and south by existing commercial development, the east by 5600 West and the west by property currently being reviewed for flex office space located between the existing storage project (old K-mart building) and Mountain View Corridor.

Mr. Frazier has developed the old K-mart into inside storage spaces, and the other two lots adjacent to 5600 West as a Cane's restaurant and Krispy Kreme donut shop. In recent months, another parcel became available on the north side of the main entrance into this project. It is currently being used as a car wash. It is this parcel that the applicant would like to consolidate with lot 3 of the Mountain View Business Plaza Subdivision.

The applicant would like to continue using the car wash for a time until a more desirable use becomes available. The existing car wash site does have some issues that need to be resolved with the City before a new business license can be issued. Namely, the installation of required trees, removal of the non-conforming monument sign and removal of banner signs. While these issues won't affect the approval of the subdivision, they will need to be resolved in order for a new business license to be issued.

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 LOT 3 MOUNTAIN VIEW BUSINESS PLAZA SUBDIVISION.

WHEREAS, the City is in receipt of petition SA-2-2023, proposing an amendment to lot 3 Mountain View Business Plaza Subdivision located at approximately 3320 South 5600 West; and

WHEREAS, the purpose for the application is to amend and extend lot 3 of said subdivision by adding an adjacent parcel; 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 lot 3 Mountain View Business Plaza Subdivision located at approximately 3320 South 5600 West and as shown in Petition SA-2-2023 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 _____ 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

SA-2-2023
Mountain View Business Plaza Subdivision – Amended and Extended
3320 South 5600 West
C-2 Zone
1 Lot
1.8 Acres

BACKGROUND:

Roman Frazier is requesting preliminary approval for the Mountain View Business Plaza Subdivision Amended. This application will amend and extend lot 3 of said subdivision. The subdivision is located at 3320 South 5600 West and is zoned C-2.

ISSUES:

The Mountain View Business Plaza Subdivision was recorded in June 2019. The original subdivision consisted of 6 lots on 12 acres. The property is zoned C-2 and is bordered on the north and south by existing commercial development, the east by 5600 West and the west by property currently being reviewed for flex office space located between the existing storage units (old K-mart building) and Mountain View Corridor.

Mr. Frazier has completed the transition of the old K-mart into inside storage spaces, and the other two lots adjacent to 5600 West as a Cane's restaurant and Krispy Kreme donut shop. In recent months, another parcel became available on the north side of the main entrance into this project. It is this parcel that the applicant wishes to add to the existing subdivision. The parcel is currently being used as a car wash.

The applicant would like to continue using the car wash for a time until a more desirable use becomes available. The existing car wash site does have some issues that need to be resolved with the City before a new business license can be issued. Namely, the installation of required trees, removal of the non-conforming monument sign and removal of banner signs. While these issues won't affect the approval of the subdivision, they will need to be resolved in order for a new business license to be issued.

Access to the property will be gained from 5600 West. This access is derived from two separate approaches. The main access into the overall Mountain View Plaza development and from an existing access easement on the north side of the existing carwash. The access easement is currently denoted on the original subdivision plat and will remain in place to provide access to the pending development west of the storage units.

Due to this application being a commercial subdivision, other land use regulations will be addressed during the conditional use and/or permitted use applications once the car wash is removed. The subdivision plat will contain easements and other information applicable to the consolidation of the new lot.

STAFF ALTERNATIVES:

1. Approve the Amended Mountain View Business Plaza Subdivision subject to a resolution of staff and agency comments.

2. Continue the application in order for the developer to address the Planning Commissions concerns.

Discussion: Steve Lehman presented the application. Steve pointed out that there are several issues with the existing car wash. He noted that the applicant could only continue operating the car wash once those were addressed.

Roman Frazier, the applicant, said that he is in the process of correcting problems with the existing carwash to come into compliance.

Motion: Commissioner Lovato motioned to approve SA-2-2023 subject to a resolution of staff and agency comments.

Commissioner McEwen seconded the motion.

Vote:

Commissioner Woodruff	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Wood	Yes
Chairperson Fuller	Yes

Unanimously – SA-2-2023 – Approved

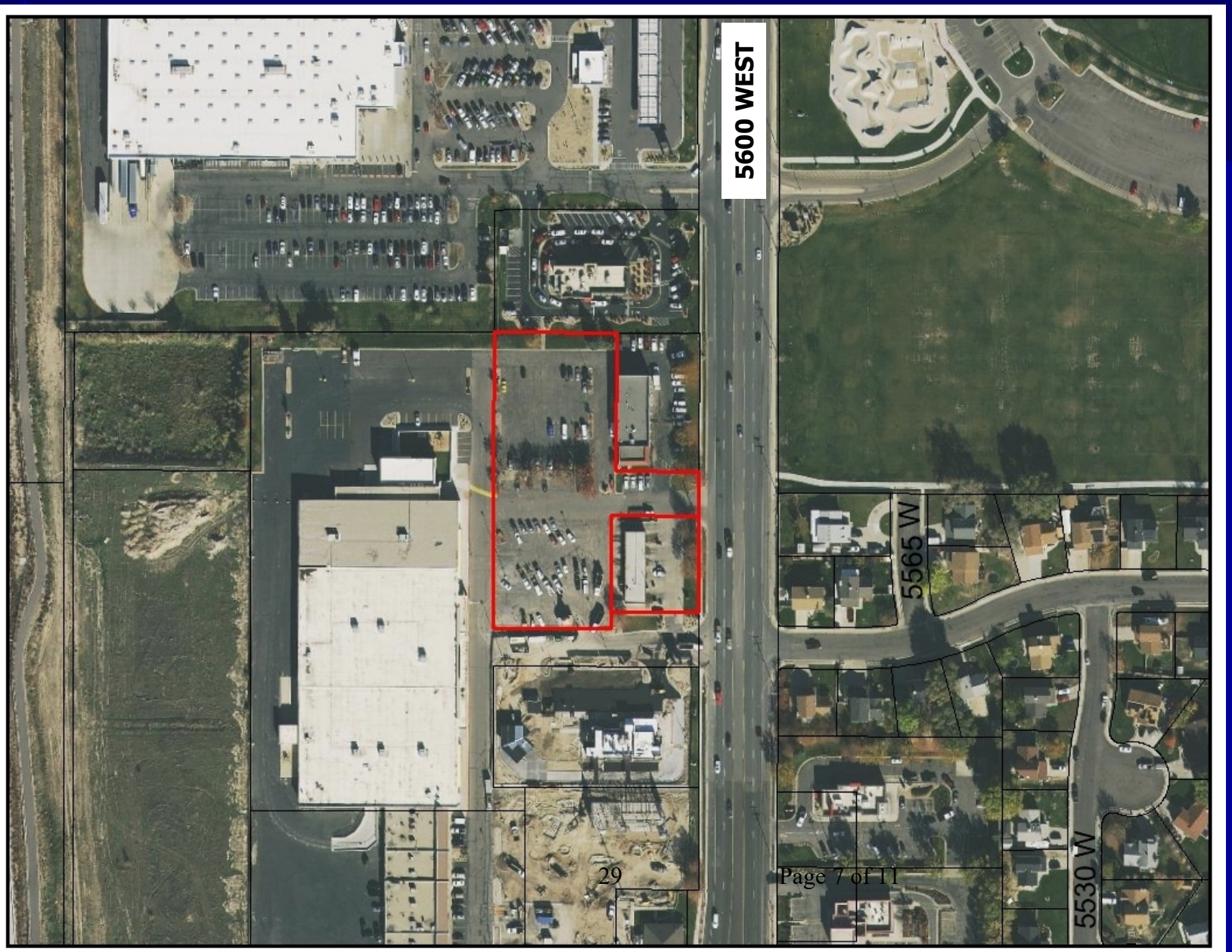
SA-2-2023

Petition by ROMAN FRAZIER is requesting preliminary approval for the Mountain View Business Plaza Subdivision Amended. This application will amend and extend lot 3 of said subdivision and will consist of 1 lot on 1.8 acres. The proposed amended subdivision is located at 3320 South 5600 West and zoned C-2 (General Commercial). (Staff – Steve Lehman at 801-963-3311 or steve.lehman@wvc-ut.gov)



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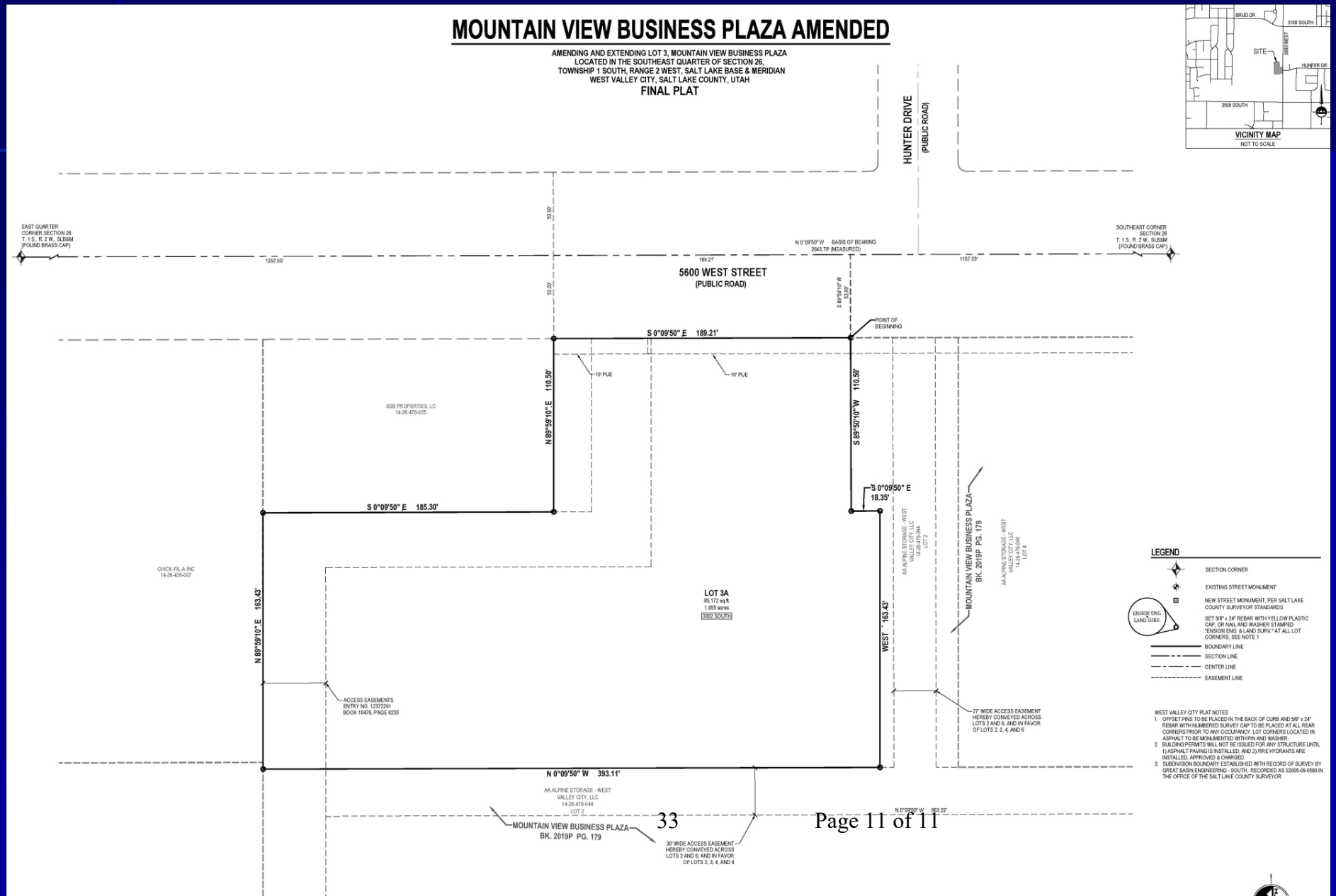
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Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Neighborhood: Parkway
Budget Opening Required: ☐

ISSUE:

Application: #Z-1-2023
Applicant: Samuel Wright
Location: 7103 W Gates Avenue
Size: 0.88 acres

SYNOPSIS:

A (Agriculture, minimum lot size ½ acre) to M (Manufacturing)

BACKGROUND:

The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build two 8,400 square foot buildings to house his business, Wright Timberframe, and to rent out the remaining space. Wright Timberframe builds custom timber frame structures such as pergolas, pavilions, and trellises.

The subject property is designated as Light Manufacturing in the West Valley City General Plan.

Similar to other properties along the south side of Gates Avenue that were rezoned from A to M and abut residential to the south, the Planning Commission is recommending a development agreement to address the following topics: access on Gates Avenue, off-site improvements, a covered entry for the building, hours of operation, a setback reduction along the west side, a masonry wall substitution, and use limitations.

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 7103 W GATES AVENUE FROM A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-1-2023, filed by Samuel Wright and located at 7103 W Gates Avenue is hereby reclassified from zone A (Agriculture, minimum lot size ½ acre) to M (Manufacturing), said property being more particularly described as follows:

Parcel #: 14-22-305-013

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 _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Samuel Wright.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Samuel Wright to establish minimum standards for an industrial development at 7091 and 7103 West Gates Avenue.

BACKGROUND:

Samuel Wright has submitted a zone change on a 0.88-acre parcel at 7103 W Gates Avenue from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property at 7091 West Gates Avenue is already zoned M. The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following topics: access on Gates Avenue, off-site improvements, a covered entry for the building, hours of operation, a setback reduction along the west side, a masonry wall substitution, and use limitations.

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 SAMUEL WRIGHT FOR APPROXIMATELY 1.19 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7091-7103 WEST GATES AVENUE.

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

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of _____, 2023.

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 Samuel Wright, an individual, (herein "Developer") for the land to be included in or affected by the project located at approximately 7091-7103 West Gates Avenue 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 approximately 1.19 acres of real property located at 7091-7103 West Gates Avenue in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a commercial development (the "Project"); and

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

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

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

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

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

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

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

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

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and 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. This Agreement supersedes any and all development agreements that have been executed concerning the Property. 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:	Samuel Wright 1439 Cherry Circle Provo, UT 84604
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.

(signatures follow)

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

SAMUEL WRIGHT

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me Samuel Wright, 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 he acknowledged to me that he executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-22-305-065
W 58.5 FT OF LOT 12, BLK 2, EAST MAGNA PLAT A SUB.

Parcel #: 14-22-305-013
LOTS 10 & 11 BLK 2 EAST MAGNA PLAT A

EXHIBIT B

DEVELOPMENT STANDARDS

1. Only one vehicular access onto Gates Avenue shall be granted for the Project.

2. The Developer shall design and install off-site improvements (pavement, curb, gutter, sidewalk, storm drain infrastructure, and streetlights) along the south side of Gates Avenue between the frontage road and the west boundary of the property at 7055 West Gates Ave. The City shall reimburse the developer for the improvements in front of 7079 West and 7067 West Gates Avenue including the concrete drive approaches and modifications to the driveways on 7079 West and 7067 West Gates Avenue.

3. The Developer shall include a covered entry feature on the north side of the proposed buildings. The covered entry feature shall be similar to the feature installed on the building at 7079 West Gates Avenue.

4. The hours of operation for any business, tenant, or other occupant or user shall be limited to 7 AM to 10 PM.

5. The setback from the west property line of the west parcel may be reduced to 10 feet.

6. A 6-foot-tall chain link fence with slats may be substituted for the masonry wall along the west property line of the west parcel.

7. In addition to the uses prohibited by the City's zoning ordinances, the following uses are prohibited:
    - Agricultural Business or Industry
    - Alternative Financial Service Provider
    - Automobile Parts Store
    - Automobile Sales, Used
    - Bail Bonds Dealer
    - Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer
    - Cannabis Production Establishment
    - Commercial raising, rental stabling, training and grazing of animals
    - Commissary
    - Detention Facility/Jail
    - Equestrian school
    - Equity club, fraternal club, social club
    - Fast Food Establishment with drive-up window
    - Fast Food Establishment with no drive-up window
    - Financial Institution
    - Food Vending Unit and Mobile Food Vending Vehicle
    - Furniture store

- Garden Center or Garden Center with an Indoor Event Center as an accessory use
- Grocery Store
- Hardware Store
- Heavy Equipment Sales and Service
- Heavy Truck and trailer sales, Used
- Home Improvement Center
- Industrial, Heavy
- Kennel, Outdoor
- Laundromat
- Lingerie Store
- Massage Establishment
- Mortuary
- Movie Theater
- Moving Truck Rental Business
- Neighborhood Grocery
- Neighborhood Service Establishment
- Noncommercial raising, training and grazing or animals
- Permanent Cosmetic Establishment
- Recreation, Outdoor
- Rental Store
- Restaurant Liquor Retailer, Dining Club
- Restaurant, Restaurant On-Premises Beer Retailer
- Retail Department or Specialty Store
- Retail Tobacco Specialty Business
- Secondhand precious metal dealer/processor and/or precious gem dealer
- Secondhand Store
- Self-Storage Facility
- Sexually-Oriented Business
- Shopping Center
- State Store/Package Agency
- Tobacco Oriented Business
- Tattoo Establishment
- Towing and Impound Yard
- Turf Farm Equipment Manufacturing
- Vehicle Recycling Facility
- Vehicle Storage Yard

Z-1-2023 MINUTES
APRIL 12, 2023 PLANNING COMMISSION PUBLIC HEARING

Z-1-2023
Samuel Wright
7103 W Gates Avenue
Zone change from A to M.
0.88 acres

Samuel Wright originally requested a zone change on two parcels totaling 1.19 acres at 7091 and 7103 W Gates Avenue from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). After Mr. Wright's application was submitted, staff noticed that 7091 W Gates Avenue was already rezoned to M in 2017 along with the property at 7079 W Gates Avenue. So, this application is just for the 0.88-acre parcel at 7103 W Gates Avenue. The subject property is designated as Light Manufacturing in the West Valley City General Plan.

Surrounding zones include M to the north and east and A to the south and west. Neighboring uses include a storage yard to the north, vacant property to the east and west, and single family homes to the south. The subject property is currently licensed as an auto wrecking yard, which is a nonconforming use in the A zone.

Development Proposal

The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build two 8,400 square foot buildings to house his business, Wright Timberframe, and to rent out the remaining space. Wright Timberframe builds custom timber frame structures such as pergolas, pavilions, and trellises.

If this rezone is approved, a conditional use permit will be required for this use given the adjoining residential use to the south. A 6' tall masonry wall will be required along the west and south sides of the property.

Development Agreement

Beginning in 2017, approved rezones from A to M along the south side of Gates Avenue have been accompanied by a development agreement. The first was for the properties at 7091 and 7079 W Gates Avenue. The second was for the properties at 7055, 7041, and 7035 W Gates Avenue. Copies of these agreements are included with this report for reference. In summary, the first agreement limited the hours of operation from 8 AM to 6 PM, required a covered entry feature on the north side of the building, and limited the uses to those allowed in the Light Industrial (LI) zone. The second agreement limited the hours of operation from 7 AM to 10 PM, limits the uses to those allowed in the LI zone (outside storage is still allowed), addresses the phasing of the development, addresses setbacks, and includes renderings of the proposed building.

Staff shared the concept plan with the Public Works Department for preliminary comment. Public Works has requested that the development agreement limit the subject property along with the parcel to the east to one shared access. They also requested that the applicant install off-site improvements on the south side of Gates Avenue from the frontage road to the west edge of the property at 7055 W. The City would reimburse the applicant for improvements installed east of the property at 7091 W.

The applicant is requesting that the following items be addressed in the development agreement:

- The hours of operation limitation imposed on the property at 7091 W Gates Avenue by the first agreement be changed from 8 AM - 6 PM to 7 AM - 10 PM.

- The setback along the west side of the property be allowed to be reduced from 20' to as low as 0' since the General Plan designation on the adjoining property to the west is Light Manufacturing.

- Similar to the second development agreement along the south side of Gates Avenue, do not prohibit outside storage in the agreement.

Given the precedent for development agreements along this street, the request from Public Works, the request from the applicant, and the adjoining residential to the south, staff is recommending a development agreement that addresses the following items on the properties at 7091 and 7103 W Gates Avenue:

1. As recommended by Public Works, there would be only one shared access for the two parcels being developed (7091 and 7103 W Gates Avenue).

2. As recommended by Public Works, require the developer to design and install improvements (pavement, curb, gutter, sidewalk, and streetlights) along the south side of Gates Avenue between the frontage road and the east boundary of the property at 7055 W Gates Ave. The City would reimburse the developer for the improvements in front of 7079 W and 7067 W Gates Avenue.

3. Similar to the building at 7079 W Gates Avenue, the fronts of the new buildings would include a covered entry feature and/or other enhancements.

4. As with the other development agreements on Gates Avenue, limit the hours of operation given the neighboring residential uses to 7 AM to 10 PM.

5. Allow the minimum setback along the west side of the property to be reduced to 10'.

6. As with the other development agreements on Gates Avenue, limit the uses allowed to those allowed in the LI zone. The one exception would be outside storage, which would still be allowed.

Staff Alternatives:

- Approval. The application should be approved subject to a development agreement that includes the items listed above.

- Continuance, for reasons determined at the public hearing.

- Denial.

Discussion: Steve Pastorik presented the application. He said he had received a phone call from a neighboring resident, Barbara Butcher, who expressed concerns regarding the lot to the east of the subject property, which was previously owned by Mr. Wright. He said Mrs. Butcher was opposed to the application and mentioned the noise level from sawing and music, business hours running past the proposed operating hours, and the storage of pallets on the property.

Samuel Wright, the applicant, did not have anything to add to Steve's presentation.

Commissioner Wood pointed out that with this application, he proposes to operate between 7:00 a.m. and 10:00 p.m. She asked Mr. Wright if he felt that was a reasonable request, given that his neighbor complained about working later than 6:00 p.m. Mr. Wright stated that one of his neighbors had recently been permitted to operate his business from 7:00 a.m. to 10:00 p.m., so it should be okay for him to have the same hours of operation.

Commissioner Wood asked Steve if Mr. Wright was correct and if other businesses were open during those hours. Steve pointed out three lots to the east of the subject property with the 7:00 a.m. to 10:00 p.m. business hours.

Commissioner Woodruff stated that he believes the business Steve is referring to is the Stucco business. Steve said that was correct. Commissioner Woodruff noted he seemed to remember that business being open later for trucks, and there would not be any employees onsite later than 6:00 p.m. Steve said they do have outside storage behind the building. However, he does not remember a conversation regarding operating hours.

Motion: Commissioner Wood motioned to approve Z-1-2023 subject to a development agreement including the six items mentioned in the staff report plus the addition that the 6-foot tall masonry wall normally required along the west side of the west parcel may be replaced with a 6-foot tall chain link fence with slats.

Commissioner Porter seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Chair Fuller	Yes

Unanimously – Z-1-2023 – Approved



Z-1-2023
Samuel Wright
7103 W Gates Avenue

Z-1-2023

Petition by SAMUEL WRIGHT requesting a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 7103 W Gates Avenue on 0.88 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



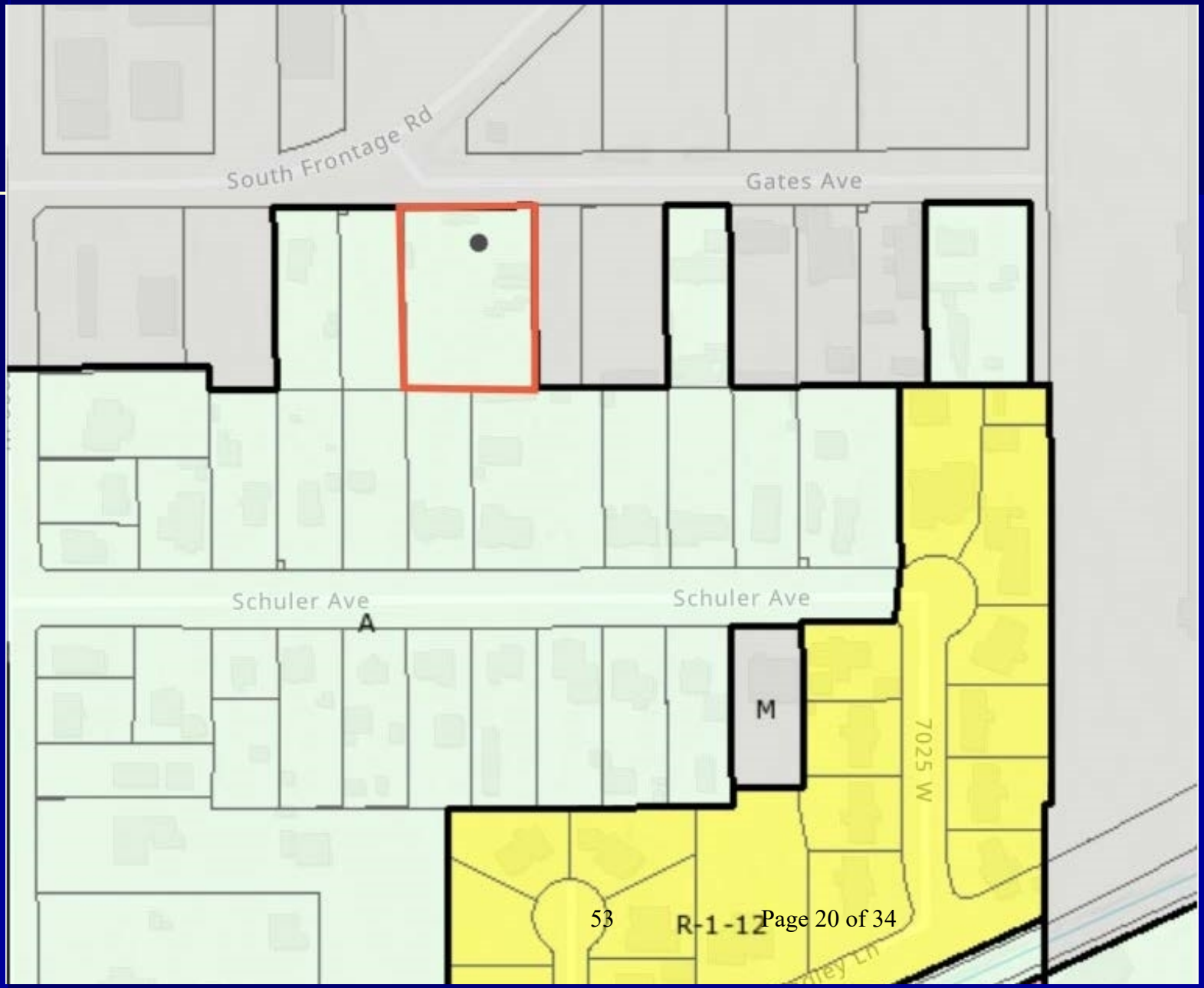
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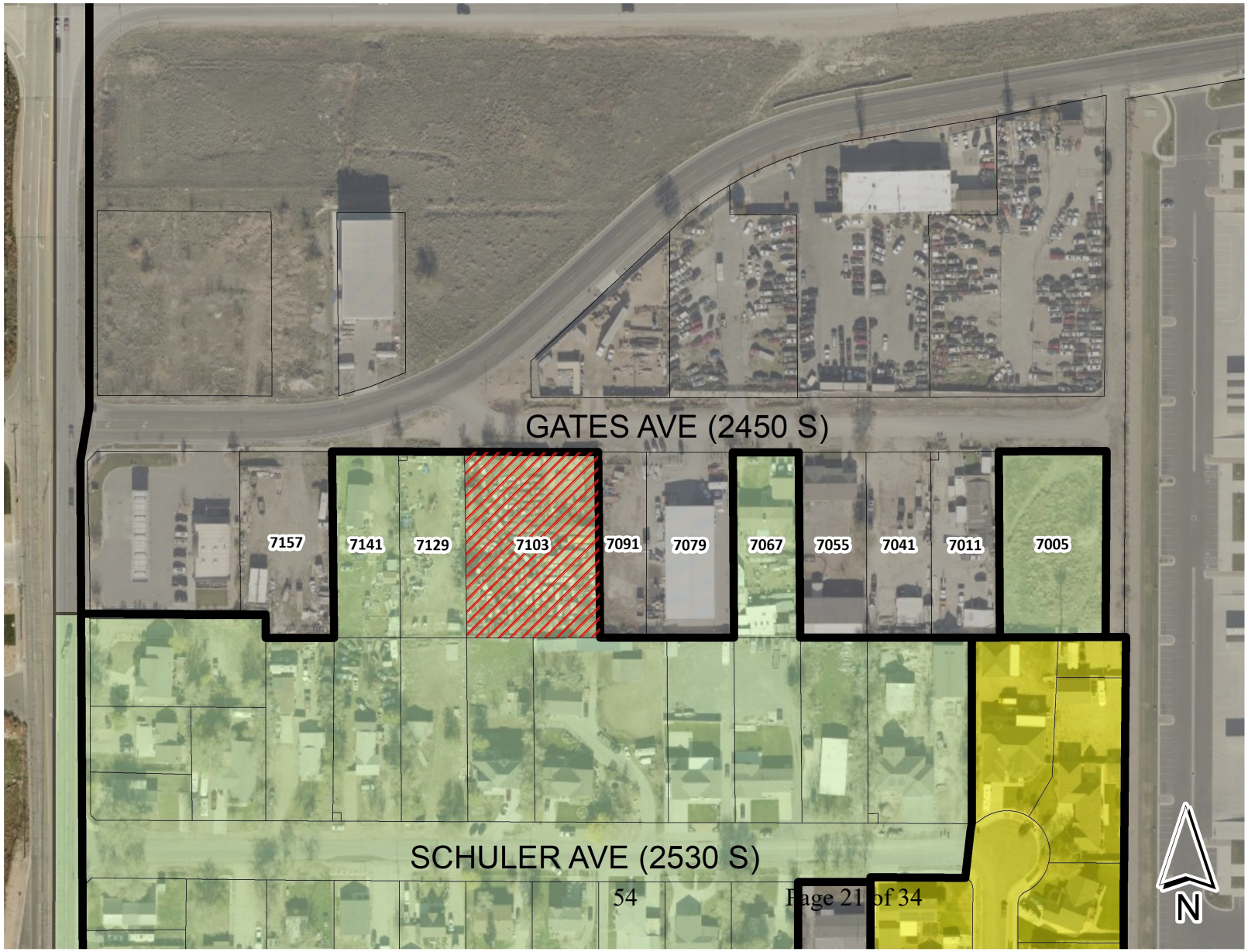
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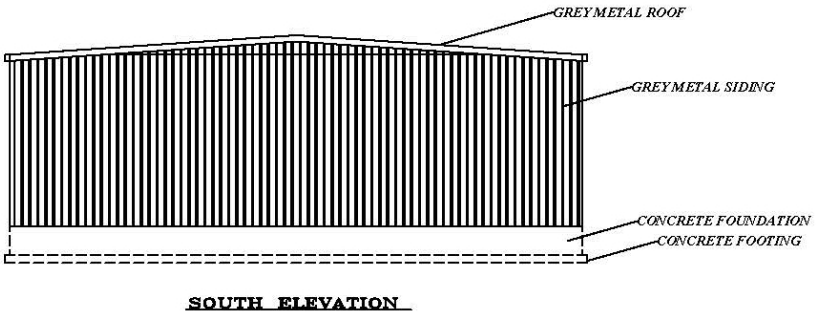
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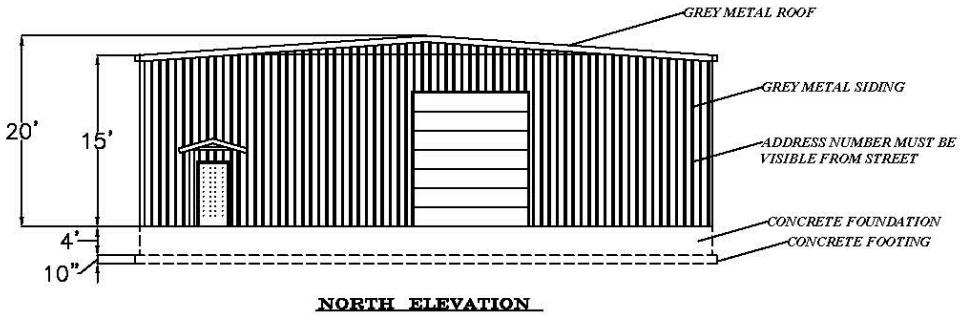


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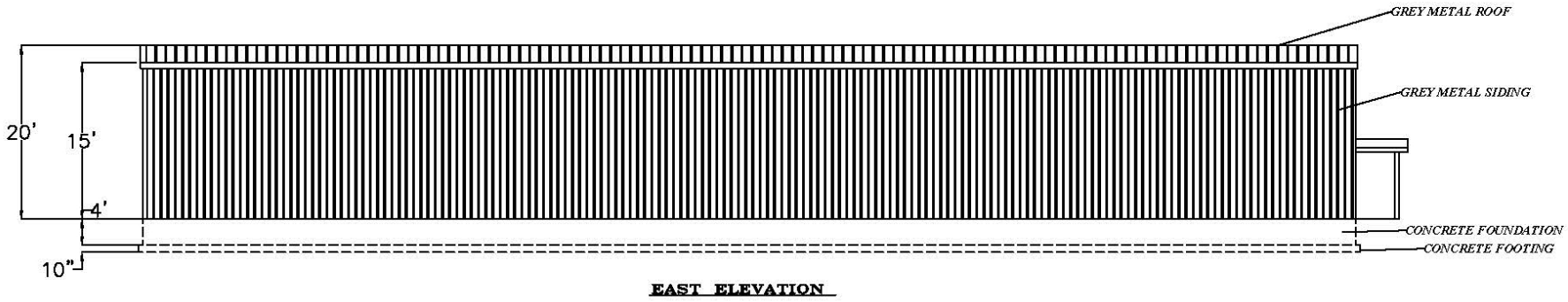
SOUTH ELEVATION



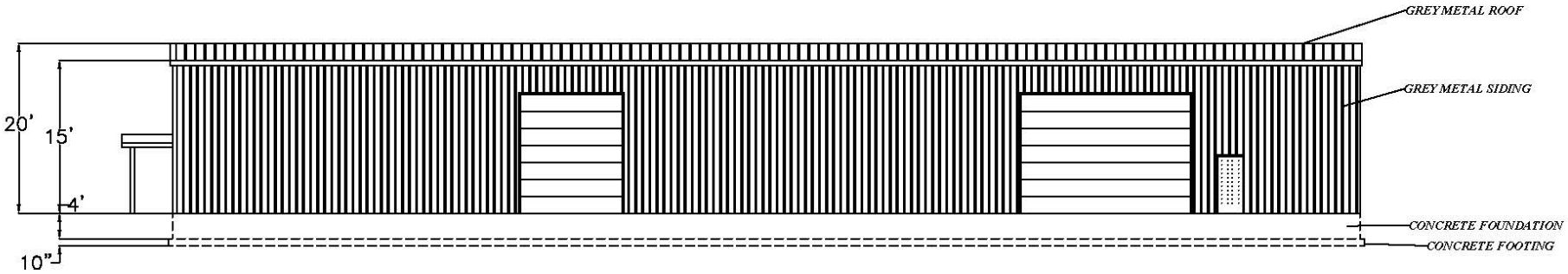
NORTH ELEVATION

Z-1-2023

Petition by SAMUEL WRIGHT requesting a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 7103 W Gates Avenue on 0.88 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



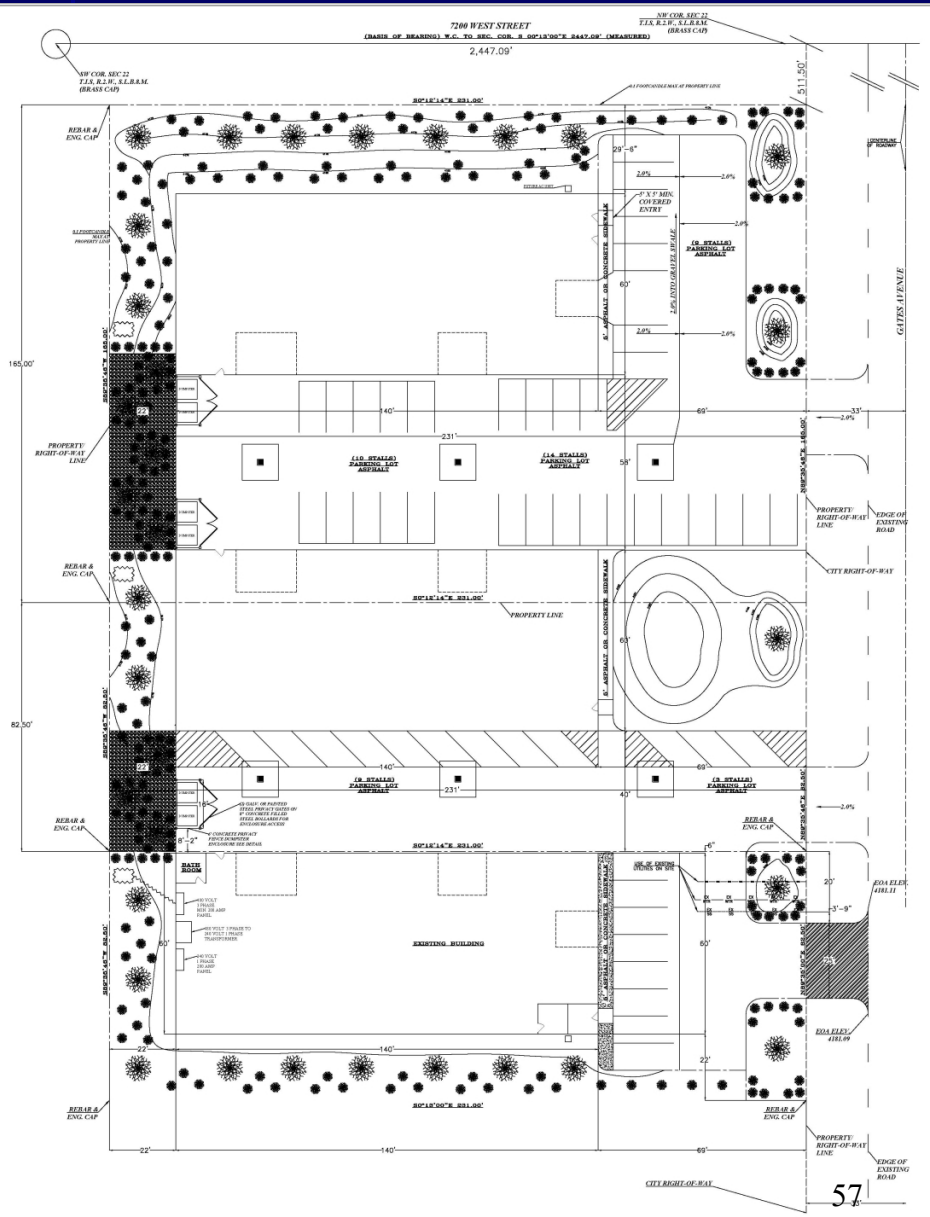
EAST ELEVATION



WEST ELEVATION

Z-1-2023

Petition by SAMUEL WRIGHT requesting a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 7103 W Gates Avenue on 0.88 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



NOTES:

1. ALL CONSTRUCTION IN RIGHT-OF-WAY TO REFERENCE APWA STANDARD DRAWINGS (2017 EDITION) UNLESS OTHERWISE NOTED.
2. ELEVATION BASED OFF OF CLOSEST COUNTY SURVEY POINT IS AT 2460 SOUTH 7157 WEST. MEASURED ELEVATION TO TOP OF MONUMENT @ 4180.15
3. BASED OFF JUNE 6, 2002 SURVEY RECORDED WITH SALT LAKE COUNTY SURVEYOR ATTACHED.

Legal Lot Description:
LOT 10, 11, & 12, BLK 2, EAST MAGNA PLAT A.
PARCELS 14-22-305-013 & 14-22-305-045
Latitude (Dec. Degrees) 40.716421320
Longitude(Dec. Degrees) -112.060585550

Closest Survey Point Name
14223010
Address
2460 S 7157 W WEST VALLEY CITY, UT.
Monument Type
STREET MONUMENT
Monument Description
STANDARD FLAT BRASS 4
Monument Status
Found In Place
Section
22
Township/Range
1S2W
Horizontal Datum:
State Plane, Utah Central Zone, NAD83 Meters

Northing 2264773.5575
Easting: 452496.4065

Latitude (Dec. Degrees) 40.7168231201
Longitude(Dec. Degrees) -112.062205112

JEFFREY OLSEN SILVER EDGREN
12 DECEMBER 2022

0 20 40 60
SCALE 1" = 20'

SCALE: NTS

COMMENTS
ALL WORK IS TO BE CONFORMITY WITH THE BEST BUILDING PRACTICES AND CONFORM TO ALL BUILDING CODE REQUIREMENTS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO STARTING CONSTRUCTION.

F3 ENGINEERING
960 WEST 7850 SOUTH
WILLARD, UTAH 84340

WRIGHT TIMBERFRAME SHOP
7103 WEST GATES AVENUE
WEST VALLEY CITY, UTAH

REVISED BY
JEFF FORSGREN
(801)-389-0157

DATE:
12/12/2022

SHEET PP

Z-1-2023

Petition by SAMUEL WRIGHT requesting a zone change from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 7103 W Gates Avenue on 0.88 acres. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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Item: _____
Fiscal Impact: $1000.00
Funding Source: CED Budget
Account #: N/A
Budget Opening Required: ☐

ISSUE:

Adoption of the 2021 edition of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, and International Residential Code.

SYNOPSIS:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions.

BACKGROUND:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2018 editions of the international codes by adopting the 2021 editions of said codes.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jerry Thompson, Chief Building Official

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 5/3/2023

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, AND 16-15-101 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT CERTAIN INTERNATIONAL BUILDING CODES.

WHEREAS, Title 16 of the West Valley City Municipal Code adopts various international building codes; and

WHEREAS, the City desires to update Title 16 to conform to recent adoptions made by the state of Utah; 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 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 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 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code are hereby amended as follows:

16-1-101. ADOPTION OF INTERNATIONAL BUILDING CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of the buildings and structures and certain equipment within the City, the entire ~~2018~~ 2021 edition of the International Building Code, as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-1-102. The International Building Code, as adopted above, is hereby fully incorporated as if set herein in its entirety, with the amendments as set forth in Section 16-1-102, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Building Code has been filed for use and examination by the public in the City Recorder's Office.

16-2-101. ADOPTION OF INTERNATIONAL MECHANICAL CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances with the City, the entire ~~2018~~ 2021 edition of the International Mechanical Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Mechanical Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Mechanical Code has been filed for use and examination by the public in the City Recorder's Office.

16-4-101. ADOPTION OF THE INTERNATIONAL PLUMBING CODE.

(1) For the purpose of providing minimum requirements and standards for the protection of the public health, safety and welfare by regulating the erection, installation, alteration, addition, repair, relocation, replacement, and maintenance or use of any plumbing system, the

entire ~~2018~~ 2021 edition of the International Plumbing Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Plumbing Code is hereby fully incorporated, as adopted above, as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the International Plumbing Code has been filed for use and examination by the public in the City Recorder's Office.

16-6-101. ADOPTION OF INTERNATIONAL FIRE CODE.

(1) For the purpose of prescribing regulations governing conditions hazardous to life and property from fire and explosion, the entire ~~2018~~ 2021 edition of the International Fire Code ("IFC"), including the International Fire Code Standards, is hereby adopted as recommended by the International Code Council and the International Conference of Building Officials, including Appendix B, Fire-Flow Requirements for Buildings, Appendix C, Fire Hydrant Locations and Distribution, and Appendix D, Fire Apparatus Access Roads, with such deletions, modifications, exceptions, and amendments as set forth below. The IFC, as adopted above, is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, three copies of the Code have been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance codified in this Chapter.

16-11-101. ADOPTION OF INTERNATIONAL RESIDENTIAL CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of single ~~family~~ unit dwellings, ~~duplexes~~ two unit dwellings, townhouses and accessory buildings within the City, the entire ~~2015~~ 2021 edition of the International Residential Code as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-11-102. The International Residential Code, as adopted above, is hereby fully incorporated as if set out herein in its entirety, with the amendments as set forth in Section

16-11-102; and, from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Residential Code has been filed in the Office of the City Recorder for use and examination by the public.

16-12-101. ADOPTION OF INTERNATIONAL FUEL GAS CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the City, the entire ~~2018~~ 2021 edition of the International Fuel Gas Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Fuel Gas Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Fuel Gas Code has been filed for use and examination by the public in the City Recorder's Office.

16-13-101. ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design of building envelopes to provide for adequate thermal resistance and minimal air leakage, and to regulate the selection of utility equipment for buildings within the City, the entire ~~2018~~ 2021 edition of the International Energy Conservation Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Energy Conservation Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Energy Conservation Code has been filed for use and examination by the public

in the City Recorder's Office.

16-14-101. ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

(1) For the purpose of prescribing regulations governing building maintenance for the interior and exterior of structures, space requirements and maximum occupancy, and heating, plumbing, light and ventilation in buildings, the entire ~~2018~~ 2021 edition of the International Property Maintenance Code ("IPMC"), including any amendments made by the state of Utah, is hereby adopted as recommended by the International Code Council.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953 as amended, one copy of the Code has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of the ordinance codified in this Chapter.

16-15-101. ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE.

(1) For the purpose of providing alternate approaches to repair, alteration, and additions to existing buildings which do not comply with current building codes, and to avoid cost prohibitive retrofits in excess of the value of the existing building, the entire ~~2018~~ 2021 edition of the International Existing Building Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as recommended by the International Code Council.

(2) Pursuant to Section 10-3-711, Utah Code Annotated 1953, as amended, one copy of the International Existing Building Code has been filed for use and examination by the public in the City Recorder's Office.

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 _____, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item: _____
Fiscal Impact: $5,880,000
Funding Source: CIP Budget
Account #: N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing and adopting a capital project list for the current (FY 2022-2023) and

SYNOPSIS:

This resolution approves action for the capital project list detailed for purchase of equipment, design engineering, construction, bidding, etc. as appropriate to each project.

BACKGROUND:

We have amassed a significant amount of funding in our capital improvement projects fund balance. This affords us the opportunity to fulfill some significant catchup purchases and projects that otherwise would have to be further delayed, bonded for or lease-purchased. This fund balance amount allows us the rare occurrence of cash purchase without debt of these prioritized items. The CIP fund balance is above and beyond the unreserved general fund balance, itself also a very healthy amount equating to almost 25% of the city's annual operating budget.

All projects on the list will come before the council for either contract or purchase approval, or a budget opening as appropriate, or both. This resolution merely states the council's priority intent and authorization to move forward.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Wayne Pyle, City Manager

One-time (CIP)

Legal- IT	HPE Alletra Storage System	Current aged system's company of origin defunct and not supported	$245
Park Maint	Fence Replacement at Fassio Park	Original block wall has deteriorated	$70
Administration	Dowdle Puzzle/Painting	WVC Project to foster arts and community involvement	$150
Public Works	2700 West Aesthetics- 3850 South to 4100 South	Phased approach to completing sidewalk/ ROW improvements	$600
Public Works	4000 West Improvements- 4100 South to 4700 South	Highest priority unfunded streets project	$1,000
Public Works	Street sign replacement project	Replace all street signs in city with new design	$750
Park Maint	Concrete repair at Centennial Softball Park	Concrete work for the score towers, bleachers, and restroom facilities	$200
Park Maint	Parking Lot at Woodledge Park	Replace lot	$80
Golf Course Equipment	Stonebridge and the Ridge maintenance items	2023 items not yet approved: mowers, equipment, etc.	$1,100
Public Facilities	City Hall parking lot	Replace asphalt/repair current layout	$600
Public Facilities	Fire Station 74 and 75 repairs/renovations	Rooftop units, water heaters, restroom repairs, interior remodels	$320
Public Facilities	West Valley Theatre interim renovation/overhaul	Theatre seating, carpet, floor, repaint	$400
Public Facilities	UCCC repair/renovation	Water heater units, 1st floor repairs/remodel repair/remodel	$275
Public Facilities	City hall fitness room renovation	Repair/remodel interior finishes and mechanicals	$90
TOTAL			**$5,880**

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CAPITAL PROJECTS LIST.

WHEREAS, the City maintains a capital improvement projects fund to provide funding for significant projects within the City; and

WHEREAS, the capital improvement projects fund allows the City to bid and purchase improvements without bond or lease revenues; and

WHEREAS, the attached schedule of projects (the "Schedule") represents the Council's priority projects, but is not an exhaustive or exclusive list, for the upcoming fiscal year; and

WHEREAS, all projects on the Schedule will return to City Council for final approval; 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 adopt the attached Schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the attached Schedule represents the priorities of the City Council for the upcoming fiscal year and that City staff is authorized to take preliminary action to move forward with the projects on the Schedule.

PASSED, APPROVED and MADE EFFECTIVE this __ day of____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: $730,000.00
Funding Source: _____
Account #: 10-400313-4152

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a five-year agreement with Larsen, Larsen, Nash & Larsen, Attorneys at Law ("LLNL") to provide indigent defense services as required by Utah State Law and State and Federal Constitution.

SYNOPSIS:

The Sixth Amendment of the United States Constitution requires the City to provide legal representation to indigent defendants. LLNL has been providing this service to the City by contract for over 30 years. Not only is this firm is familiar with the Court requirements and procedures and provides competent and valuable service to the City it is also the only provider with a location in the City for the purpose of serving our residents. Because of this competent experience, LLNL was chosen as a professional service provider under the Procurement Code.

A robust contract has been negotiated and executed by LLNL to meet all the requirements of the Sixth Amendment and subsequent case law and to provide the best and most economical service the the City.

RECOMMENDATION:

The City Staff recommends approval of this Resolution.

WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY AND LARSEN, LARSEN, NASH & LARSEN, ATTORNEYS AT LAW, ("LLNL") FOR INDIGENT DEFENSE SERVICES.

WHEREAS, pursuant to Utah Code Ann. 77-32-101, *et seq.* (1953 as amended), West Valley City (the "City") is obligated to provide indigent defense counsel to persons who are charged with offenses alleging violation of laws where there is a potential for incarceration prosecuted by City and to provide that counsel that qualifies with the requirements of the 6th Amendment to the United States Constitution; and

WHEREAS, the City may fulfill this statutory duty through the appointment of qualified legal counsel who may provide indigent legal services; and

WHEREAS, the provision of adequate indigent defense counsel is of paramount concern and requires that the City contract with a provider that is able to provide qualified attorneys with knowledge, experience, resources, preparation time and commitment to provide such services to each individual indigent client; and

WHEREAS, pursuant to the City Procurement Code, the City has awarded this Agreement on the basis of demonstrated competence and qualification and at a fair and reasonable price to a provider who is providing a professional service; and

WHEREAS, the City and LLNL have agreed upon a price for such services for the term of this Agreement, which represents an amount sufficient to provide for the adequate defense services and additionally to provide for any additional study, investigation or expertise that is necessary to meet the City's legal requirement of providing defense counsel; and

WHEREAS, LLNL agrees this amount will provide adequate compensation to sufficiently handle all indigent defense work in an efficient and effective manner that is in compliance with appropriate requirements of the 6th Amendment and all other applicable rules and regulations; and

WHEREAS, The City is engaging LLNL to provide indigent defense services that are completely independent of the City and the City recognizes that LLNL must be free to defend the client zealously and without fear of termination, reduction in compensation, reduction in staff or reduction in defense resources and that this Agreement provides for and ensures such representation; and

WHEREAS, The City recognizes the need for adequate representation at all critical stages of the criminal justice process and for any defendant where incarceration is possible and guarantees this level of representation in this Agreement; and

WHEREAS, The City recognizes that adequate representation includes representation that tests the City's evidence in a meaningful adversarial way, including LLNL's ability, legal training

and experience to handle a case, LLNL's access to adequate defense resources, and LLNL's workload permits effective representation and reasonable continuity throughout a case; and

WHEREAS, this Agreement specifically avoids improper incentives that would impair effective representation and provides for systematic reviews of the provider in order to ensure that all constitutional requirements are being met; and

WHEREAS, the City recognizes the need for the gathering and keeping of data in order to determine and prove that adequate services are being provided and that the provision of this Data to the State in a formal and reliable way is in the City's best interests; and

WHEREAS, the City desires to proactively demonstrate compliance with all federal, state and local requirements by providing data that LLNL and the City collect and compile for reporting services; and

WHEREAS, LLNL attorneys have over 75 years of combined experienced in misdemeanor criminal defense and are located in West Valley City; and

WHEREAS, the parties have agreed that the compensation in the agreement is sufficient and in parity with West Valley City prosecution resources, rendering LLNL equal partners in the justice system; 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 approve the Agreement between West Valley City and LLNL.

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

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

INDIGENT DEFENSE SERVICE AGREEMENT

This Agreement is entered into the _____ day of _____, 2023, by and between L. Bruce Larsen, of Larsen, Larsen, Nash & Larsen, Attorneys at Law, a professional corporation located 2974 West 3500 South, West Valley City, Utah, 84119 (hereinafter, "Attorney") and West Valley City, a municipal corporation of the State of Utah, having its principal offices at 3600 South Constitution Boulevard, West Valley City, Utah, 84119 (hereinafter, the "City").

WITNESSETH

WHEREAS, pursuant to Utah Code Ann. §77-32-101, et. seq. (1953 as amended), City is obligated to provide indigent defense counsel to persons who are charged with offenses alleging violation of laws where there is a potential for incarceration prosecuted by City and to provide that counsel that qualifies with the requirements of the 6th Amendment to the United States Constitution; and

WHEREAS, the City may fulfill this statutory duty through the appointment by contract of qualified legal counsel who may provide indigent legal services; and

WHEREAS, the provision of adequate indigent defense counsel is of paramount concern and requires that the City contract with a provider that is able to provide qualified attorneys with knowledge, experience, resources, preparation time and commitment to provide such services to each individual indigent client; and

WHEREAS, pursuant to the City Procurement Code, the City has awarded this Agreement on the basis of demonstrated competence and qualification and at a fair and reasonable price to a provider who is providing a professional service; and

WHEREAS, City and Attorney have agreed upon a price for such services for the term of this Agreement, which represents an amount sufficient to provide for the adequate defense services and additionally to provide for any additional study, investigation, or expertise that is necessary to meet its legal requirement of providing defense counsel and Attorney feels will compensate him sufficiently to handle all indigent defense work in an efficient and effective manner that is in compliance with appropriate requirements of the 6th Amendment and all other applicable rules and regulations; and

WHEREAS, the City is engaging the Attorney to provide indigent defense services that are completely independent of the City and the City recognizes that Attorney must be free to defend the client zealously and without fear of termination, reduction in compensation, reduction in staff or reduction in defense resources and that this Agreement provides for and ensures such representation; and

WHEREAS, the City recognizes the essential nature of the representation without any conflicts of interest and the Attorney covenants herein to provide for such representation in compliance with all rules of professional conduct; and

WHEREAS, the City recognizes the need for adequate representation at all critical stages of the criminal justice process and for any defendant where incarceration is possible and guarantees this level of representation in this Agreement; and

WHEREAS, the City recognizes that adequate representation includes representation that tests the City's evidence in a meaningful adversarial way, including Attorney's ability, legal training and experience to handle a case, Attorney's access to adequate defense resources, Attorney's workload permits effective representation and reasonable continuity throughout a case; and

WHEREAS, the City further recognizes that representation must be given by Attorney who is fairly compensated and that this Agreement provides for fair compensation; and

WHEREAS, this Agreement specifically avoids improper incentives that would impair effective representation and provides for systematic reviews of the provider in order to ensure that all constitutional requirements are being met; and

WHEREAS, the City recognizes the need for the gathering and keeping of data in order to determine and prove that adequate services are being provided and that the provision of this data to the State in a formal and reliable way is in the City's best interests; and

WHEREAS, the City desires to proactively demonstrate compliance with all federal, state and local requirements by providing data that the Attorney and the City collect and compile for reporting services; and

NOW, THEREFORE, the Parties agree as follows:

1. Attorney Qualifications.

    a. Attorney certifies that they and all members of the firm are members of the Utah State Bar and are in good standing. Attorney further certifies that they and all members of the firm are competent in the practice of criminal law and shall remain in good standing for the term of this Agreement.

    b. Attorney shall maintain a bona fide office in the City to conduct business. Attorney shall make the location of the office known to clients served under this Agreement.

c. Attorney agrees to abide by all federal, state and local laws and to abide by the Cannon of Ethics and Rules of Professional Responsibility and Rules of Civility of the Utah State Bar.

d. Attorney certifies that he is not currently, nor shall be, a party to any litigation which would place his licensing or standing with the Bar in jeopardy.

2. Attorney Requirements.

a. Attorney shall provide quality representation and diligent advocacy to clients at all stages of representation and to all indigent defense cases assigned by the judges in the Third District Court, West Valley Department, and the West Valley City Municipal Justice Court from July 1, 2023 through June 30, 2024 and thereafter this Agreement shall automatically renew annually through June 30, 2029.

b. Attorney shall provide the services required under this Agreement according to the principles of a constitutionally adequate system including but limited to the requirements as follows:

i. Attorney agrees to preserve, protect and promote the client's rights as well as the best interests of the client while maintaining loyalty to the client and rendering effective assistance of counsel.

ii. Attorney agrees to be available and accessible to clients reasonably in advance of any hearing or trial. Attorney agrees to make reasonable efforts to visit indigent defendants that are incarcerated in the Salt Lake County Jail, admitted to a hospital or otherwise confined at the earliest possible moment, to return phone calls as soon as reasonably possible and to otherwise be reasonably accessible to clients.

iii. Attorney is responsible to always appear for his assigned indigent defense clients whenever and wherever Court is held on their cases.

iv. Attorney is responsible to maintain adequate and proper records for the representation for each assigned indigent defendant.

v. Attorney agrees to be proficient in the applicable law.

vi. Attorney agrees to acquire and maintain appropriate experience, skills, and training to match the complexity of the case.

vii. Attorney agrees to devote adequate time and resources to each case and to engage in proper preparation and adequate investigation.

viii. Attorney shall endeavor to establish and maintain a relationship of trust and open communication with the client and to keep the client informed as to the status and progress of their case.

ix. Pursuant to national standards and in order to provide excellent representation, Attorney agrees that caseloads must not be oppressive and should match counsel's experience, training and expertise. Caseload levels should allow the Attorney to give each client the time and effort necessary to ensure effective representation.

3. Reporting. Attorney shall be responsible to submit monthly billings to the City outlining services rendered under this Agreement as specifically set forth below:

   a. Number of Cases.

   b. Number of Appearances.

   c. Number of Consultations.

   Attorney shall provide to the City a quarterly report showing the following statistics:

   a. A list of all other jurisdictions to which they are providing services, total workload including private practice caseload;

   b. A report showing the number of cases handled by each attorney in the office;

   c. A report detailing the average amount of time spent on each individual case file;

   d. A letter from the Attorney verifying that their caseload is not too high to spend the necessary time on each case to adequately represent defendants.

4. Insurance. Attorney shall carry malpractice insurance in an amount and type approved by the City.

5. Payments. The term of this City shall pay Attorney for indigent defense services for the time period enumerated above in bi-weekly installment of $30,000.00 beginning July 1, 2023. In addition, this amount shall annually automatically increase by 7%.

6. Conflict of Interest Procedure. When Attorney determines that a conflict of interest exists that would cause Attorney's representation of an indigent defendant to violate

the Rules of Professional Conduct or prejudice said defendant's right to competent representation, Attorney shall promptly arrange for conflict counsel. The City shall upon execution of this Agreement provide Attorney with $20,0000 to be placed into Attormey's trust account for the purpose of paying for conflict counsel as Attorney deems necessary. The Attorney shall provide the City with an annual report of such expenditures and the City shall annually bring the account balance to $20,000.00. In the event conflict counsel costs exceed $20,000.00 annually, the Attorney shall notify the City and the City shall replenish the fund at its discretion after assessing the conflict issue.

7. Independent Experts and Investigation. The City shall provide to the Attorney a reserve fund of $20,000 to be placed in the Attorney's trust account per City fiscal year to pay costs associated with service of process, witness fees, expert witnesses, and other services required by Attorney to offer a competent representation for indigent defendants. These funds shall be for all costs of service of process and witness fees for witnesses required to be subpoenaed on behalf of the indigents who are represented under this Agreement. If Attorney believes these funds are insufficient to provide indigent defendants with competent representation, Attorney shall notify the City in writing of the shortfall, provide a detailed accounting of costs incurred and expected to be incurred, and provide an estimate of additional funds required. The City shall then consider Attorney's requests and determine whether the appropriation or allocation of additional funds is necessary and appropriate.

8. Appeals. Attorney shall handle all Justice Court Appeals to the District Court unless such cases are handled by Conflict Counsel. All appeals to the Utah Court of Appeals or the Utah Supreme Court shall be the responsibility of the City via independent counsel.

9. Termination. This contract shall be terminable by either party upon third (30) days written notice.

10. The Attorney agrees to be the exclusive indigent defense service provider (except as explicitly set forth herein) for the City, to assume all responsibilities thereof, to be the exclusive source of legal defense for indigent persons in West Valley City, and to provide legal advice, representation, and defense resources as provided by §77-32-201(8), Utah Code Ann., at all stages of the proceedings, upon appointment by a Judge of the West Valley City Justice Court, by a District Court Judge of Salt Lake County, provided that the person is arrested for or charged with a violation of the laws of the State of Utah or ordinances of West Valley City, the penalty for which may possible result in deprivation of liberty or other serious criminal sanctions.

11. The payment of funds pursuant to this Agreement is contingent upon appropriation of said funds by the West Valley City Council.

12. Miscellaneous Provisions.

    a. Subcontract Assignment. The Attorney shall not assign any rights or interest herein without prior written consent of the City.

    b. Third Parties. Nothing in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the City.

    c. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

    d. 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.

13. Entire Agreement. This Agreement contains the entire and integrated agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.

14. Modification of Agreement. This Agreement may be modified only by written amendment executed by all of the Parties hereto.

15. Applicable Law. This Agreement shall be governed by the laws of the State of Utah. Venue shall be in the State of Utah.

16. Binding on Successors. This Agreement shall bind and inure to the benefit of the Parties' partners, assigns, legal representatives, and successors in interest.

17. 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.

18. Non-Waiver: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by

written notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

ATTORNEY:

_____
L. Bruce Larsen
Larsen, Larsen, Nash & Larsen

State of Utah)
:ss
County of Salt Lake)

On this _____ day of _____, 2023, personally appeared before me L. Bruce Larsen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title], of Larsen, Larsen, Nash & Larsen, Attorneys at Law, a professional corporation, and that his Indigent Defense Service Agreement was signed by him in behalf of said corporation by

authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

_____

Notary Public

Item #:	
Fiscal Impact:	$57,070.21
Funding Source:	Insurance + CIP
Account #:	CIP Account
Budget Opening Required:	Yes

ISSUE:

Award a contract for replacement of four furnace/AC units at the Harman Senior Recreation Center.

SYNOPSIS:

Four furnace/AC units at the Harman Senior Recreation Center were vandalized and need to be replaced. Insurance will cover the replacement costs other than the $25,000 deductible which will come from the CIP funds.

BACKGROUND:

The Harman Senior Recreation Center furnace/AC units were vandalized and are no longer functional. Due to the nature of the damage, facility insurance will cover the cost of replacement with the exception of the $25,000 deductible. The Parks and Recreation Department solicited bids and received two including the following:

- American Mechanical Systems Service, LLC: $57,070.21
- Rocky Mountain Mechanical: $57,250.00

American Mechanical Systems Service, LLC was selected as the lowest responsible bidder and holds the Utah State purchasing contract number MA2606 for this work.

RECOMMENDATION:

City staff recommends approval of the resolution to award the contract to American Mechanical Systems Service, LLC for the replacement of four furnace/AC units at the Harman Senior Recreation Center.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF HVAC EQUIPMENT AND THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FROM AND WITH AMERICAN MECHANICAL SYSTEMS SERVICE, LLC.

WHEREAS, the City wishes to install HVAC equipment at the Harman Senior Recreation Center; and

WHEREAS, American Mechanical Systems Service, LLC ("AMSS") holds a state contract to provide said equipment; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and AMSS setting forth the terms on which said equipment shall be installed; 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 purchase and 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 _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and American Mechanical Systems Service, LLC (hereinafter, "Contractor"), a Utah limited liability company, P.O. Box 22570, Salt Lake City, Utah 84122. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City is replacing HVAC equipment at the Harman Senior Recreation Center (the "Work"); and

WHEREAS, the City has determined that Contractor is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Contractor's expertise and professional services for the purposes described above;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** Contractor shall provide labor and materials to install HVAC equipment.

2. **Contractor's Services.** Contractor shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Contractor shall provide a _____ warranty following final acceptance of the Work covering parts and labor. The Work shall be completed no later than _____.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement. Contractor further agrees as follows:

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall be responsible for the following:

A. **Compensation.** The City shall pay the Contractor an amount not to exceed $57,020.21. Payment shall be due within thirty days after the City receives an invoice from Contractor.

6. Termination. Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.

7. Term. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

8. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY: West Valley City
Attn: City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

With a copy to: West Valley City
Attn: City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to Contractor: American Mechanical Systems Service, LLC
PO Box 22570
Salt Lake City, Utah 84122

9. Relationship of the Parties. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is

understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

10. Conflict of Interest. Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.

11. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend (to the extent covered by general liability insurance required by this agreement), and hold the City harmless from and against any and all third-party claims, and the resulting costs, lawsuits, damages, and expenses, including court costs and reasonable attorney's fees, by reason of any claim and/or liability to the extent any such action imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) is caused by the negligent performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. Insurance. Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

A. Commercial General Liability Insurance. Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than $3,000,000, annual aggregate: $3,000,000.

B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than $2,500,000.

C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

D. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $1,000,000 per claim and $3,000,000 aggregate.

F. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

G. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.

13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the City.

15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed

to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.

17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

19. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

20. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

21. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.

22. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.

23. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in

accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.

24. 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.

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

(Signatures follow)

WEST VALLEY CITY

_____

Mayor

_____

City Manager

ATTEST:

Approved as to form 5/2/2023
Brandon Hill

_____

City Recorder

CONTRACTOR

_____

By:
Its:

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me _____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ *[title]*, of American Mechanical Systems Service, LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its members, and he/she acknowledged to me that said entity executed the same.

_____

Notary Public

EXHIBIT A

SCOPE OF WORK

PO Box 22570, Salt Lake City, UT, 84122
(801) 428-0400

Apr 5, 2023

Cindy
West Valley City Harman Senior Rec
West Valley City Harman Senior Recreation Center, 3600 Constitution Blvd, West Valley City, UT, 84119

RE: 10000 Version 2 - Replace 4 Furnace and Air conditioners

Dear Cindy:

American Mechanical Systems Service, LLC is pleased to provide the following "Scope of Work."

Scope of Work:

1. Install equipment and start up. $45,570.21

AMSS was shown 4 units. 2 in the basement and 2 on the upper floor for upgrading. The furnace will be replaced with 90% units and use existing flue to tie into the new furnaces. The Evap coils will need to be installed into the ductwork so some reconfiguration of the units will need to be done so everything fits and works. AMSS will seal and verify no air leaks in the duct work into the system. AMSS will start up and check operation of all the units and verify that everything works properly.

Material	Qty	Unit Price	Subtotal
Equipment	1	$20,570.21	$20,570.21
Misc	1	$6,000.00	$6,000.00
		Material Total	$26,570.21

Labor	Qty	Rate	Subtotal
Local 140 - Journeyman	200	$95.00	$19,000.00
		Labor Total	$19,000.00

2. Sub Contractor - Electrical $11,500.00

The electrical will need to be upgraded from the disconnects. the disconnects were damaged from the earlier issue of someone damaging the units.
the electrical will be up to code and meet all NEC regulations. all new wire from the disconnects to the condensers for high voltage to supply the units.

Material	Qty	Unit Price	Subtotal
Electrical	1	$11,500.00	$11,500.00
		Material Total	$11,500.00

Labor	Qty	Rate	Subtotal
		Labor Total	$0.00

Proposal Price: $57,070.21

AMSS Excludes the Following:
-Sheetrock and Painting
-Concrete and Landscaping
-Roofing
-Gas Meter upgrade

All work to be done during regular business hours, M – F, 8 am – 5pm.

All invoicing will be itemized in accordance with the Utah State contract **MA2606**

Estimated AMSS Labor – **$19,000.00**
Estimated Material Cost - **$38,070.21**
Estimated Sub-contractor Cost -
(Use/Sales tax incurred by AMSS as an overhead expense) =
Total estimated sales price of proposed project - **$57,070.21**

All pricing good until Apr 20, 2023 unless otherwise noted.

Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact me Chris.Lamb@ams-ut.com. This price is subject to change without notice after 15 days ***or*** if equipment or material prices increase.

Professionally,
Christopher Lamb

PO Box 22570, Salt Lake City, UT, 84122
(801) 428-0400

Apr 5, 2023

Cindy
West Valley City Harman Senior Rec
West Valley City Harman Senior Recreation Center, 3600 Constitution Blvd, West Valley City, UT, 84119

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Scope of Work:

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Material	Qty	Unit Price	Subtotal
Electrical	1	$11,500.00	$11,500.00
		Material Total	$11,500.00
Labor	**Qty**	**Rate**	**Subtotal**
		Labor Total	$0.00

Proposal Price: $57,070.21

AMSS Excludes the Following:
-Sheetrock and Painting
-Concrete and Landscaping
-Roofing
-Gas Meter upgrade

All work to be done during regular business hours, M – F, 8 am – 5pm.

All invoicing will be itemized in accordance with the Utah State contract **MA2606**

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Estimated Material Cost - **$38,070.21**
Estimated Sub-contractor Cost -
(Use/Sales tax incurred by AMSS as an overhead expense) =
Total estimated sales price of proposed project - **$57,070.21**

All pricing good until Apr 20, 2023 unless otherwise noted.

Thank you for the opportunity to quote this service, we look forward to working with you in the near future. If you have any questions regarding our proposal, please contact me Chris.Lamb@ams-ut.com. This price is subject to change without notice after 15 days *or* if equipment or material prices increase.

Professionally,
Christopher Lamb

Rocky Mountain Mechanical

March 10, 2023

West Valley City
Harman Senior Recreation Center

Furnace and AC Replacement Budget for 4 units:

Cindy,

We at Rocky Mountain Mechanical appreciate the opportunity to work with you on this and all your mechanical needs, here is the budget you requested.

1. Remove and dispose of old unit.
2. Provide and install five new furnace evaporator coil and condenser.
3. Add and repair refrigerant piping that was damaged by condensers.
4. Make duct transitions as needed to tie in new equipment.
5. Connect electrical, controls, gas piping, and flu piping.
    a. All connections will be made to existing piping and connections.
6. Leak check and evacuate system.
7. Preform startup, and verify operation of all new equipment.

The total **budget** for the scope described above is. $ 57,250.00

Items listed here below are not included if needed.
Permit
Roofing
Flue up sizing if found needed
Core cutting
Major modification

This proposal was bid for regular working hours and does not include over time or any other parts and labor.

All parts and labor to complete the scope above are included on this proposal.

This price is valid for 30 days.

Please let me know if you have any questions.

Thanks,
Nick Flink
Rocky Mountain Mechanical
(801) 486-3423

Item #:	
Fiscal Impact:	$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution appointing members to the new Healthy West Valley City Committee for a term commencing June 1, 2023 and ending May 31, 2027.

SYNOPSIS:

The follow list of community partners / volunteers are willing to serve as members of the Healthy West Valley City Committee.

BACKGROUND:

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

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Craig Thomas, Neighborhood Services Director

Tile Fagatelte	Health Choice Utah
Lupe Figueroa	University of Utah Health Plans
Gabriela Silva	Huntsman Cancer Institute
Julia Glade	Salt Lake County Health Department
Jim Tarr	Big Brothers Big Sisters of Utah
Liliana Martinez	Resident
Morgan Hadden	Get Healthy Utah
Raul Garcia	Salt Lake County Health Department
Lorraine Rojas-Rogers	Fathers & Family Coalition of Utah
Rylee Curtis	University of Utah Health
Kevin Nguyen	Resident
Jennifer Seltzer Stitt	Salt Lake Community College
Tatiana Pryor	Utah Health Policy Project
Lee Whiting	Salt Lake County Library, Hunter Branch
Deb Jordan	ARUP Blood Services
Julianna Potter	Salt Lake County Youth Services
Erick Garcia	University Neighborhood Partners
Craig Thomas	WVC Neighborhood Services Division
Alex Kidd	WVC Neighborhood Services Division
Parker Chapple	WVC Family Fitness Center

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF INITIAL MEMBERS OF THE HEALTHY WEST VALLEY COMMITTEE.

WHEREAS, the Healthy West Valley Committee consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint initial members of the Healthy West Valley Committee for a term commencing on June 1 and continuing for the period established by ordinance; and

WHEREAS, said initial members are willing to accept said appointments; and

WHEREAS, said appointments require the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Tile Fagatelte, Lupe Figueroa, Gabriela Silva, Julia Glade, Jim Tarr, Liliana Martinez, Morgan Hadden, Raul Garcia, Lorraine Rojas-Rogers, Rylee Curtis, Kevin Nguyen, Jennifer Seltzer Stitt, Tatiana Pryor, Lee Whiting, Deb Jordan, Julianna Potter, Erick Garcia, Craig Thomas, Alex Kidd, and Parker Chapple as initial members of the Healthy West Valley Committee for a term commencing on June 1 and continuing for the period established by City ordinance.

PASSED, **APPROVED** and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Healthy West Valley Committee Member Submissions



Morgan Hadden graduated from Utah State University with a B.S. and M.P.H in Health Education and Promotion. While at Utah State University, she served as president of the Health Education and Promotion Master of Public Health Student Advisory Board and worked as a graduate assistant to increase the diversity and inclusivity of the Master of Public Health Program. She has experience as a COVID-19 contact tracer and has collaborated with USU Extension's Office of Health Equity and Community Engagement to promote harm reduction strategies in rural Utah. She is currently the Program Coordinator at Get Healthy Utah, a non-profit with the mission to create a culture of health through engaging multi-sector stakeholders, building partnerships, providing resources, and connecting efforts that support healthy eating and active living.



Lorraine Rojas-Rogers is a bilingual prevention program coordinator offering over 20 years of experience in education and social work with an emphasis in youth and diverse populations. She has coordinated and assisted with many prevention programs including Boys & Girls of Greater Salt Lake's Girls With A Voice, Familia Unidas, and is currently the coordinator for Fathers & Families Coalition of Utah Building Uplifting Relationships. She's currently a member of the Salt Lake County Healthy Teen Coalition, Utah Hispanic Leaders, and had the privilege to serve on the University of Utah's Parent Executive Association, Chicano Scholarship Selection Committee, and Dan Wendelboe Selection Committee. She has always had a passion for

advocating and educating youth on applicable life skills that will help them transition into adulthood successfully.



Julianna Potter graduated with her Master of Social Work from the University of Texas at Austin in 2010. Since then, she has spent her career working primarily in child welfare, including at the nonprofit Court Appointed Special Advocates (CASA) of Travis County, as the program manager of the Refugee Foster Care program at Catholic Community Services, and running Camp HOPE for child victims of crime. Most recently she has been working as the Prevention Program Manager for Salt Lake County where her team offers parenting and youth classes to reduce risk factors and increase protective factors related to youth substance use, mental health, and family attachment.



Deb Jordan is the director of Community Relations at ARUP Blood Services – Utah's blood donation centers. Prior to joining ARUP Blood Services, she was the Executive Director of the Arthritis Foundation for Utah – an advocacy organization for those suffering from arthritis and related diseases. She recently joined the Breast and Gyn Research Advocacy Committee at Huntsman Cancer Institute where she lends her patient voice to research projects. Prior to moving to Utah, she was the Executive Director of the Community Center of La Canada Flintridge in Southern California and worked directly with the Mayor and city officials to grow the Community Center to ensure programming was created and maintained for youth, adults and seniors. She oversaw the fundraising for the Community Center and received funding from the City Council and local organizations. She also ran a hospital foundation for the University of Southern California/Keck Health Sciences. As part of her role at the hospital foundation, she

was a member of the Healthy Glendale Committee and worked directly with community organizations to provide health resources.



RyLee Curtis is a Utah native. She graduated with a dual degree in Communications and Political Science from the University of Utah, where she also received her master's degree in Public Policy. She worked on Medicaid policy in Utah for many years, and ultimately ran the successful 2018 ballot initiative to expand Medicaid coverage to over 100,000 Utahns. She later joined University of Utah Health as the Director of Community Engagement. In this role, she is leading the Hospital's Healthcare Anchor Institution work, engaging with community-based organizations to address Social Drivers of Health, and building partnerships across University of Utah Campus, University of Utah Health Plans, and the University's Hospital.



Jennifer Seltzer Stitt is Director of Community Relations at Salt Lake Community College. She works to strengthen the College's role within our community and facilitates support for a variety of college initiatives. Throughout her career, she has worked with nonprofits, government, and community to create systems change and give people the platform and tools they need to succeed. Jennifer earned her bachelor's from Miami University and her master's from the Johns Hopkins School of Advanced International Studies.



Tatiana is a Community Organizer at Utah Health Policy Project and helps organize events and outreach for the Take Care Utah program. She is bilingual in Spanish and English, which comes in handy for the Hispanic Outreach Team that she is a part of. She specializes in families get access to healthcare through Medicaid and Marketplace insurance. She is a Utah native and loves helping the diverse communities that come together to create what she knows as home.



Jim Tarr is a graduate of BYU with a BA in Communication and a minor in HR. I\he has worked in higher education for 20 years in student services, recruitment and job placement in the community. he was a volunteer for the 2002 Winter Olympic Games from 1999 to 2002. He has worked for Big Brothers Big Sisters of Utah for the past 3 ½ years as the Volunteer Team Lead. His main responsibility is to share the mission and vision to families and the community and how our programs empower youth to reach their full potential.



Julia Glade is a coordinator, human connector, and a lover of the outdoors. She graduated from the University of Utah in Public Health and has worked for the Salt Lake County Health Department for 9 years. During her time at the SLCoHD she has worked in various roles from diabetes prevention, tobacco prevention among youth, COVID response and currently working with various city-based coalitions throughout Salt Lake County. She has served on the USOPHE (SOPHE, UT) Board and currently volunteers for UPHA. Her passions involve working with community coalitions. Helping coalitions improve their communities through different strategies by addressing social determinants of health.

When Julia is not involved with work, she loves to spend time with her daughter and husband, running races, playing soccer, and being outside.



Gaby is a community health educator on the Community Outreach and Engagement team at Huntsman Cancer Institute. In her role, she organizes and attends many community events, such as health fairs and presentations, to educate the public on cancer screening and prevention. She has a bachelor's degree in Health Promotion and Education from the University of Utah and is a Certified Health Education Specialist. She has been a West Valley resident since August of 2022 and has loved living here!



Raul Garcia has been with the Salt Lake County Health Department since 2018. He has worked in the fields of public health emergency preparedness, emergency planning, continuity planning, emergency response, public safety, and EMS. His work experience has been at the local, county, state, and federal level. He was born in Mexico City, Mexico. His family moved to the California when he was a young boy. He grew up in Southern California. He loves the beach and is

appreciative of the beauty of the Ventura County area. It's his home area with a lot of beautiful places to visit and great eating places. He is a sports fan and loves spending time in the outdoors. He has two amazing daughters and family members.



Kevin Nguyen (he/him), MPH, CPH, is community advocate, outdoor enthusiast, human connector, and lover of cheeseburgers. He is a first-generation Vietnamese American who grew up in West Valley City, where he currently lives. He is a proud alumnus of G-House (Granger High School), a previous long-term visitor of Hollywood Connections, and remembers the good ole dollar movies at the Valley Fair Mall. Kevin holds many roles in the community. For his day job, he currently works at the University of Utah, helping to expand and connect health educational pathways and building the U West Valley initiative along with working at Salt Lake Community College as adjunct faculty/Health Educator. He is also the chair of the Healthy West Valley Committee, a group that he co-founded that brings together community to think about the health of West Valley Residents. His passion involves working with the surrounding communities that he grew up in to advocate for community health, improving our connectedness and teamwork, and most importantly, to share the amazing strengths we have as community. 1.82" When he's not involved with work, he serves as an active volunteer with Salt Lake County's Search and Rescue team, where he helps to lead rescue missions as a Squad Leader and Rescue Diver. His love for the mountain biking, outdoor activities, family, friends, and food keeps him busy with life.

Other interesting facts:

- Kevin grows aquarium plants as part of his aquarium hobby so if you ever need the hookups for the green, let him know.
- He is a gardener but notice how there is no mention of good in this sentence.
- Food recommendations always welcome. Also podcasts or audiobooks please.
- If you've read this far, hopefully I can learn more about you so let's please connect!



Tile Fagatele is a Pacific Islander who grew up and is a current resident of West Valley. As a Community Health Worker, Tile utilizes his experience in healthcare to empower community members to actively engage in their healthcare by walking with them throughout their health journey. Tile has been actively engaged in the LGBTQ+ Community, COVID education and immunization clinics, facilitating conversations through a cultural lens on topics regarding health equity, chronic diseases, social determinants and barriers to healthcare access, mental health, clinical research and caregiver support, amongst others.



Lupe Figueroa is a Community Outreach Coordinator at University of Utah Health Plans. Her passion and experience in helping the underrepresented communities began when she joined AmeriCorps where she helped improve health services for low-income families at community clinics, Lupe counseled pregnant women to enroll in prenatal classes and provided resources for health insurance such as Medicaid, Baby Your Baby, and CHIP. During her time with AmeriCorps, she also enjoyed tutoring and mentoring disadvantaged youth at local elementary schools. Lupe's goal at University of Utah Health Plans is to help provide Spanish resources and educational material about health insurance to the Latino Community and to teach and educate the importance of having health insurance

Liliana Martinez

Lee Whiting

Erick Garcia

April 26, 2023

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.

May 2023

May 10, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
May 11, 2023 *Thursday*	Musical Recitals (6, 7, & 8 PM) and Art Show; My Hometown North Granger Community Resource Center, 2835 S 2855 W
May 12, 2023 *Friday*	WVCPD Annual Employee Appreciation & Awards Banquet, 6:30 PM; UCCC, 1355 W 3100 S ***(Invitation Only Event)***
May 13, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
May 13, 2023 *Saturday*	MyHometown North Granger Bicycle Rodeo, 10 AM – 12 PM; North Granger CRC, 2835 S 2855 W
May 14, 2023 *Sunday*	Mother's Day Brunch, 10 AM – 1 PM; Stonebridge, 4415 W Links Dr

May 17, 2023 *Wednesday*	Watch Wednesday – Division of Arts and Culture, 6:30-7:30 PM; WVC Performing Arts Center, 3333 Decker Lake Drive
May 18, 2023 *Thursday*	Envision Utah Spring Breakfast, 8-9:30 AM; The Grand America Hotel, 555 Main Street
May 20, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
May 20, 2023 *Saturday*	Shred Event, 9-11 AM; Overflow parking lot northeast of the Maverik Center
May 24, 2023 *Wednesday*	Shania Twain, 7:30 PM; USANA, 5150 Upper Ridge Rd
May 29, 2023 *Monday*	Memorial Day/City Office's Closed
May 29, 2023 *Monday*	Memorial Day Program, 11 AM; Utah Veterans Memorial Park, 3234 S Cultural Center Dr

June 2023

June 3, 2023 *Saturday*	Matchbox Twenty, 7:30 PM; USANA, 5150 Upper Ridge Rd
June 3, 2023 *Saturday*	Subtronics, 8 PM; Maverik Center, 3200 S Decker Lake Dr
June 8 – July 1, 2023	Puffs; West Valley City Performing Arts Center, 3333 Decker Lake Dr
June 10, 2023 *Saturday*	Project Cornucopia, 10 AM – 2 PM; Granger Community Christian Church, 3232 W 4100 S
June 10, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
June 11, 2023 *Sunday*	Doobie Brothers, 7:30 PM; Maverik Center, 3200 S Decker Lake Dr

June 12, 2023 *Monday*	Bangerter 4100 S. to California Ave. Public Hearing, 6-7 PM; Zoom Webinar
June 13, 2023 *Tuesday*	Garbage & Noel Gallagher's High-Flying Birds, 7 PM; USANA, 5150 Upper Ridge Rd
June 14, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
June 14, 2023 *Wednesday*	Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W
June 15, 2023 *Thursday*	Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W
June 17, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
June 19, 2023 *Monday*	Juneteenth/City Office's Closed
June 22 – Oct 5, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
June 24, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
June 28, 2023 *Wednesday*	Charlie Puth, 7:30 PM; USANA, 5150 Upper Ridge Rd

July 2023

July 4, 2023 *Monday*	Independence Day/City Office's Closed
July 6, 2023 *Thursday*	Nickelback, 6:30 PM; USANA, 5150 Upper Ridge Rd
July 7, 2023 *Friday*	Fall Out Boy, 6:30 PM; USANA, 5150 Upper Ridge Rd

July 7, 2023 *Friday*	Bryan Adams w/ Joan Jett & the Blackhearts, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 9, 2023 *Sunday*	Slightly Stoopid, 5 PM; USANA, 5150 Upper Ridge Rd
July 11, 2023 *Tuesday*	Snoop Dogg, 6 PM; USANA, 5150 Upper Ridge Rd
July 12, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
July 13, 2023 *Thursday*	Disturbed, 6:30 PM; USANA, 5150 Upper Ridge Rd
July 15-18, 2023 *Saturday-Tuesday*	WestFest – TBD
July 15, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Locations in Granger
July 19, 2023 *Wednesday*	Watch Wednesday – Parks and Recreation, 6:30-7:30 PM; West View Park, 4100 South 6000 West
July 19, 2023 *Wednesday*	The Avett Brothers, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 20, 2023 *Thursday*	3 Doors Down, 7:30 PM; USANA, 5150 Upper Ridge Rd
July 24, 2023 *Monday*	Pioneer Day Holiday/City Office's Closed
July 28, 2023 *Friday*	Alicia Keys, 8 PM; Maverik Center, 3200 Decker Lake Dr

August 2023

August 1, 2023 *Tuesday*	National Night Out Block Parties, Various Times and Locations around the City

August 1, 2023 *Tuesday*	The Smashing Pumpkins, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 3-26, 2023	West Side Story; West Valley City Performing Arts Center, 3333 Decker Lake Dr
August 3, 2023 *Thursday*	The Offspring, 7 PM; USANA, 5150 Upper Ridge Rd
August 4, 2023 *Friday*	U of U Healthy Start Fair, Time TBD; Centennial Park, 5415 W 3100 S
August 4, 2023 *Friday*	Luke Bryan, 7 PM; USANA, 5150 Upper Ridge Rd
August 5, 2023 *Saturday*	My Hometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
August 6, 2023 *Sunday*	Yellowcard, 7 PM; USANA, 5150 Upper Ridge Rd
August 7, 2023 *Monday*	National Night Out Senior Safety Fair, 9-11 AM; WVCFFC, 5415 W 3100 S
August 7, 2023 *Monday*	National Night Out Family Safety Fair, 4:30 – 6:30 PM; WVCFFC, 5415 W 3100 S
August 7, 2023 *Monday*	Ghost Re-Imperatour U.S.A with Amon Amarth, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 8, 2023 *Tuesday*	Foo Fighters, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 11, 2023 *Friday*	Dierks Bentley, 7 PM; USANA, 5150 Upper Ridge Rd
August 12, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
August 16, 2023 *Wednesday*	National Night Out Harman Senior Recreation Center, 5-7 PM; 4090 S 3600 W

August 16, 2023 *Wednesday*	Godsmack and Staind, 7 PM; USANA, 5150 Upper Ridge Rd
August 18, 2023 *Friday*	103.5 The Arrow Presents Foreigner, 7 PM; USANA, 5150 Upper Ridge Rd
August 18, 2023 *Friday*	Eslabon Armado, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 19, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
August 25, 2023 *Friday*	National Night Out Block Parties, Various Locations and Locations around the City
August 25, 2023 *Friday*	Mudvayne, 5:30 PM; USANA, 5150 Upper Ridge Rd
August 29, 2023 *Tuesday*	Pantera, 7 PM; USANA, 5150 Upper Ridge Rd
August 30, 2023 *Wednesday*	National Night Out SummerFest, 5:30-8:30 PM; Fairbourne Station Promenade, 3590 Market Street

September 2023

September 1, 2023 *Friday*	The Mega-Monsters Tour: Mastodon & Gojira w/ special guest Lorna Shore, 7 PM; USANA, 5150 Upper Ridge Rd
September 2, 2023 *Saturday*	Jelly Roll, 7 PM; USANA, 5150 Upper Ridge Rd
September 3, 2023 *Sunday*	The Lumineers, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 4, 2023 *Monday*	Labor Day/City Office's Closed
September 9, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
September 13, 2023	Chat with the Chief, 6 PM; Live at

Wednesday	facebook.com/WVCPolice
September 16, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
September 20, 2023 *Wednesday*	Watch Wednesday – Community Preservation, 6:30-7:30 PM, Community Preservation Building, 4522 W 3500 S
September 22, 2023 *Friday*	Counting Crows, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023 *Saturday*	Sting, 8 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
September 30, 2023 *Saturday*	Avenged Sevenfold, 6:30 PM; USANA, 5150 Upper Ridge Rd

October 2023

October 5-30, 2023	Sleepy Hollow; West Valley City Performing Arts Center, 3333 Decker Lake Dr
October 7, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
October 10, 2023 *Tuesday*	Billy Strings, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
October 11, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
October 14, 2023 *Saturday*	Zac Brown Band, 7 PM; USANA, 5150 Upper Ridge Rd
October 14, 2023 *Saturday*	Ryan Adams w/ The Cardinals, 7:30 PM; Maverik Center, 3200 Decker Lake Dr.
October 17, 2023 *Tuesday*	Shinedown, 6:50 PM; USANA, 5150 Upper Ridge Rd

October 20, 2023 *Friday*	Hozier: Unreal Unearth Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 21, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
October 28, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger

November 2023

November 8, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
November 15, 2023 *Wednesday*	Watch Wednesday – CPTED Holiday Safety Tips, 6:30-7:30 PM, Family Fitness Center, 5415 W 3100 S
November 18, 2023 *Saturday*	C&B Committee City Hall Lobby Decorating, 8 AM – 12 PM; 3600 S Constitution Blvd
November 18, 2023 *Saturday*	Survivors of Suicide Loss Event, 2-4 PM; UCCC, 1355 W 3100 S
November 23, 2023 *Thursday*	Thanksgiving/City Office's Closed

December 2023

December 17-21, 2023 *Sunday - Thursday*	Giving Tree Week
December 25, 2023 *Monday*	Christmas Day/City Office's Closed

Strategic Discussion List

1- **Budget Topics**
~~Finance Director Presentation~~ Complete- 2.7.23
~~Capital Expenditure Plan~~ – Discussed 2.14.23/ Follow Up Discussed 3.7.23
~~Budget Reduction Proposals-~~ Discussed 2.14.23/ Follow Up Discussed 4.18.23
Bond Rating Page 8,13- Discussed 2.14.23/ Meeting with Councilmember Nordfelt Scheduled
Limits on Fund Balance – Discussed 2.14.23/ Fund Balance History emailed to Council 2.27.23/ Waiting Council Discussion

2- Contract evaluation form for city manager
Employee manual

3- **Public Works Topics**
~~Street Light Schedule / Plan for years 1-5~~ – Discussed 3.7.23
~~Sidewalk Installation / Plan for years 1-5~~ – Discussed 3.7.23
Recycling Issues

~~Dowdle Puzzle project~~ Presentation Conducted 2.28.23/ Scheduled for Discussion 3.7.23/ Additional information requested by staff emailed on 3.16.23/ Council directed to incorporate into upcoming budget for next year

4- **Parks Topics**
Park Land Review and Strategy- Information submitted via email 2.27.23/ Waiting Council Discussion

5- **Development Issues**
3500 South / Redwood Road
Tax Credit Veteran Housing

6- **Other**
Archives- Scheduled 04.11.23 / follow up to come
Hotels becoming long term rentals
~~Homeless task force invitation-~~ Discussed with Councilmember Whetstone 3.1.23