The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, May 23, 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 16, 2023

4. Review Agenda for Regular Meeting of May 23, 2023

   A. Regular Meeting Agenda

5. Public Hearings Scheduled For June 6, 2023

   A. Accept Public Input Regarding Application GPZ-2-2023, Filed by Nick Mingo, Requesting a General Plan Change from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 5998 West Parkway Blvd.

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

Action: Consider Ordinance 23-17: Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing for Property Located at 5998 West Parkway Blvd.

Action: Consider Ordinance 23-18: Amend the Zoning Map to Show a Change of Zone for Property Located at 5998 West Parkway Blvd from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing)

Action: Consider Resolution 23-71: Authorize the City to Enter Into a Development Agreement with Ivory Land Corporation for Approximately 37.53 Acres of Property Located at Approximately 5998 West Parkway Blvd.

6. Resolutions:

A. 23-75: Approve the Interlocal Agreement Between West Valley City and Taylorsville City for SWAT Operations

B. 23-76: Authorize the Purchase of Equipment from Garrett Parks and Play for Country Meadows Park

C. 23-77: Approve Amendment No. 3 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement Between West Valley City and Ace Disposal Inc.

D. 23-78: Award a Contract to Intermountain Slurry Seal, Inc. for the 2023 Microsurface Project

7. Consent Agenda Scheduled for June 6, 2023

A. 23-79: Accept a Warranty Deed from Delgado and Sons Trucking, LLC for Property Located at 6611 West SR-201South Frontage Road

8. Communications:

A. Park Project Updates (15 min)

B. Council Calendar

9. New Business:

A. Potential Future Agenda Items

B. Council Reports

C. Strategic Discussion List

D. Review Agendas for Regular Redevelopment Agency, Housing Authority, and Municipal Building Authority Meetings of June 6, 2023

10. Motion for Closed Session (if necessary)

11. Adjourn

**MINUTES OF COUNCIL STUDY MEETING – MAY 16, 2023**
**-1-**

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MAY 16, 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 *(electronically)*
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3

ABSENT:

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
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
Mark Nord, RDA Director *(electronically)*
John Flores, HR Director
Sam Johnson, Strategic Communications Director *(electronically)*
Ken Cushing, IT

**APPROVAL OF MINUTES OF STUDY MEETING HELD MAY 9, 2023**

The Council considered the Minutes of the Study Meeting held May 9, 2023. There were no changes, corrections or deletions.

Councilmember Huynh moved to approve the Minutes of the Study Meeting held May 9, 2023. Councilmember Nordfelt seconded the motion.

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

**REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF MAY 16, 2023**

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

**AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED FOR MAY 23, 2023**

**A. RECOGNITION OF WEST VALLEY CITY NATIONAL MERIT SCHOLAR FINALISTS**

Mayor Lang stated that two students would be recognized for becoming National Merit Scholar finalists at the May 23, 2023 City Council Regular Meeting at 6:30 PM.

**PUBLIC HEARINGS SCHEDULED FOR MAY 23, 2023**

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-2-2023, FILED BY WEST VALLEY CITY, REQUESTING AN AMENDMENT TO SECTION 7-7-119 OF THE WEST VALLEY CITY CODE TO ADD SCREENING REQUIREMENTS FOR OUTSIDE STORAGE THAT OCCURS ON PROPERTY ADJACENT TO A HIGH-IMAGE ARTERIAL STREET AS LISTED IN SECTION 7-10-10**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 23, 2023, in order for the City Council to hear and consider public comments regarding Application ZT-2-2023, filed by West Valley City, Requesting an Amendment to Section 7-7-119 of the West Valley City Code to Add Screening Requirements for Outside Storage that Occurs on Property Adjacent to a High-Image Arterial Street as Listed in Section 7-10-10.

Proposed Ordinance 23-15 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: ORDINANCE NO. 23-15, AMEND SECTION 7-7-119 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING OUTSIDE STORAGE**

Steve Pastorik, CED Director, discussed proposed Ordinance 23-15 that would amend Section 7-7-119 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Outside Storage.

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

> The proposed ordinance change would require outside storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102 to be screened from public view by means of a building or a precast concrete wall having a minimum height of 6'. The proposed ordinance also specifies the wall pattern and color for consistency and clarifies that the Planning Commission can require up to an 8' tall wall when needed to effectively screen storage items over 6' in height.
>
> In addition, the proposed ordinance includes a provision that allows the Planning Commission to waive screening requirements when topography changes or the distance of storage areas from rights-of-way would make screening ineffective. An example of this would be the storage yard at Ready Made Concrete on the northeast corner of Parkway Blvd. and 2700 W. As a car travels west along Parkway Blvd. over I-215, the road is elevated such that even an 8' tall wall would not effectively screen the outside storage. However, as the road slopes down toward the grade of the Ready Made Concrete site, a wall would effectively screen the outside storage.
>
> Staff is proposing this change for the three reasons. First, screening methods like a chain-link fence with slats or landscaping are not as effective at screening as a precast concrete wall. Second, precast concrete walls are more durable and weather better than other fencing materials like metal panels, wood, or chain-link with slats. Third, the proposed wall pattern and color would, in staff's view, enhance the aesthetics of the wall and make the walls consistent with other City installed walls along roads like 2700 W.

Councilmember Whetstone asked if there is an option to expand the type of material to others similar in durability. Steve replied that this is something that the Council can include in the ordinance but staff would recommend leaving the requirement for only pre-cast walls because they have longer durability and would be consistent with other walls in the City. Mayor Lang asked if this would apply to new businesses. Steve replied yes and noted that any existing business would not need to comply unless they made a significant change. Mayor Lang asked if the ordinance would require commercial grade fences. Steve replied that the Code does not specify. Councilmember Harmon asked if there are limits on the size of gates. Steve replied that this is not addressed in the proposed code. Councilmember

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Harmon suggested requiring screening slats in the gates or a size limitation on how large a gate is.

The City Council will consider Ordinance 23-17 at the Regular Council Meeting scheduled May 23, 2023 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-3-2023, FILED BY HH-SALT LAKE, LLC, REQUESTING A ZONE TEXT CHANGE TO SECTIONS 7-1-103 AND 7-6-301 OF THE ZONING ORDINANCE TO REMOVE THE DEFINITION FOR LINGERIE STORE AND REMOVE LINGERIE STORE FROM THE COMMERCIAL AND MANUFACTURING USE TABLE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 23, 2023, in order for the City Council to hear and consider public comments regarding Application ZT-3-2023, Filed by HH-SALT LAKE, LLC, Requesting a Zone Text Change to Sections 7-1-103 and 7-6-301 of the Zoning Ordinance to Remove the Definition for Lingerie Store and Remove Lingerie Store from the Commercial and Manufacturing Use Table

Proposed Ordinance 23-16 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: ORDINANCE NO. 23-16, AMEND SECTIONS 7-1-103 AND 7-6-301 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING LINGERIE STORES**

Steve Pastorik, CED Director, discussed proposed Ordinance 23-16 that would amend Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Lingerie Stores.

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

> Scott Sabey, who represents HH-Salt Lake, LLC, has requested ordinance amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table. The reasons for the requested amendments are outlined in the attached document from the applicant.
>
> Section 7-1-103 defines Lingerie Store as "a retail establishment meeting any of the following criteria:



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a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;
b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or more of gross sales; or
c. The establishment is marketed as a Lingerie Store or adult establishment."

Section 7-6-301 allows Lingerie Stores in the MXD (Mixed Use), C-2 (General Commercial), C-3 (Transitional Commercial), and M (Manufacturing) zones. Lingerie Stores are prohibited in the BRP (Business/Research Park), CC (City Center), C-1 (Neighborhood Commercial), and LI (Light Industrial) zones as well as within the Decker Lake Station, Jordan River, Bangerter Highway, and 5600 West Overlay Zones. There are just under 9,000 acres of property within the City where Lingerie Stores are allowed. This represents 46% of property (excluding roads) in the City.

The term "Lingerie Store" was first introduced in the zoning ordinance with the adoption of Ordinance 15-03 in 2015. This ordinance expanded the list of prohibited uses within the CC zone. The term "Lingerie Store" was later defined in Section 7-1-103 and added to the Commercial and Manufacturing Use Table in Section 7-6-301 with the adoption of Ordinance 17-10 in 2017.

Councilmember Whetstone asked if overlay zones have anything to do with the location of schools. Steve replied no. Mayor Lang asked how far the Redwood Road and 201 Overlay Zones extend. Steve replied that most of Redwood Road is not covered by an overlay and there isn't one specific to 201.

The City Council will consider Ordinance 23-16 at the Regular Council Meeting scheduled May 23, 2023 at 6:30 P.M.

**PUBLIC HEARINGS SCHEDULED FOR JUNE 6, 2023**

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-2-2023, FILED BY NICK MINGO, REQUESTING A GENERAL PLAN CHANGE FROM LARGE LOT RESIDENTIAL (2-3 UNITS/ACRE) AND MEDIUM DENSITY RESIDENTIAL (7-12 UNITS/ACRE) TO LIGHT MANUFACTURING AND A ZONE CHANGE FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) AND A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO M**

**(MANUFACTURING) FOR PROPERTY LOCATED AT 5998 WEST PARKWAY BLVD.**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled June 6, 2023, in order for the City Council to hear and consider public comments regarding Application GPZ-2-2023, Filed by Nick Mingo, Requesting a General Plan Change from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 5998 West Parkway Blvd.

Proposed Ordinance 23-17 and 23-18 and Resolution 23-71 related to the proposal to be considered by the City Council subsequent to the public hearing, were discussed as follows:

**ACTION: ORDINANCE NO. 23-17, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2-3 UNITS/ACRE) AND MEDIUM DENSITY RESIDENTIAL (7-12 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5998 WEST PARKWAY BLVD.**

Steve Pastorik, CED Director, discussed proposed Ordinance 23-17 that would amend the General Plan to Show a Change of Land Use from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing for Property Located at 5998 West Parkway Blvd.

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

> The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.
>
> A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre)



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> and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

**ACTION: ORDINANCE NO. 23-18, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5998 WEST PARKWAY BLVD FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) AND A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO M (MANUFACTURING)**

Steve Pastorik, CED Director, discussed proposed Ordinance 23-18 that would amend the Zoning Map to Show a Change of Zone for Property Located at 5998 West Parkway Blvd from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing)

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

> The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.
>
> A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

**ACTION: RESOLUTION NO. 23-71, AUTHORIZE THE CITY TO ENTER**

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**INTO A DEVELOPMENT AGREEMENT WITH IVORY LAND CORPORATION FOR APPROXIMATELY 37.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5998 WEST PARKWAY BLVD.**
Steve Pastorik, CED Director, discussed proposed Resolution 23-71 that would authorize the City to Enter Into a Development Agreement with Ivory Land Corporation for Approximately 37.53 Acres of Property Located at Approximately 5998 West Parkway Blvd.

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

> Nick Mingo, representing Ivory Land Corporation, has submitted a General Plan/zone change application (GPZ-2-2023) on 37.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.
>
> There are two development agreement options for the Council's consideration. The proposed development agreement recommended by the Planning Commission (Option 1) requires the developer to design and install a cul-de-sac at the north end of Stegner Way. It also prohibits vehicular access to Stegner Way as the Commission was concerned with mixing industrial traffic with school traffic. The applicant is hoping to maintain access to Stegner Way until such time that 5900 W is extended to Parkway Blvd. Option 2 of the development agreement, which is preferred by the applicant, would allow access to Stegner Way until 5900 W is extended south to Parkway Blvd.

Councilmember Harman asked how access to Stegner Way would be removed when 5900 West is extended in the future. Steve replied that this could be accomplished by bollards or other similar means. He stated that this could be specified in the Development Agreement but the Planning Commission could also address this during the Conditional Use process. Mayor Lang stated that Stegner Way cannot handle additional traffic and noted that the school generates too much during drop-off and pick-up times. She noted that she doesn't believe this access is necessary for the business. Councilmember Nordfelt asked if the Crosstown Trail is located near this property. Steve replied that the trail doesn't extend to this property but there is a plan to in the future. Councilmember Whetstone asked if an EDA is different than an opportunity zone. Steve replied that an opportunity zone

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is more a federal designation and an EDA is a local tax increment. Upon inquiry, Steve and Dan Johnson, Public Works Director, discussed options and plans for the Crosstown Trail. Councilmember Harmon stated that he would like to see installation of curb, gutter, and sidewalk included in the Development Agreement. Councilmember Nordfelt requested a plan for the Crosstown Trail. Mayor Lang noted that she would not like to see the trail access private properties. Upon inquiry, Steve displayed other properties in the vicinity and the wetland areas.

The City Council will consider Ordinances 23-17 and 23-18 and Resolution 23-71 at the Regular Council Meeting scheduled June 6, 2023 at 6:30 P.M.

**RESOLUTION 23-72: CONSENT TO THE INCLUSION OF WEST VALLEY CITY WITHIN A SALT LAKE COUNTY CONVENTION AND TOURISM ASSESSMENT AREA**

Mayor Lang presented proposed Resolution 23-72 that would consent to the Inclusion of West Valley City Within a Salt Lake County Convention and Tourism Assessment Area.

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

The Salt Lake County Convention and Tourism Assessment Area ("SLCo CTAA") is a benefit assessment district proposed to create a revenue source to provide specific benefits to payors by funding brand development and sales promotional efforts for assessed hotel businesses. An assessment is levied upon benefitted property, identified as lodging businesses as defined in the SLCo CTAA Management Plan. The proposed SLCo CTAA includes all lodging businesses, existing and in the future, located within the boundaries of the West Valley City, Taylorsville, West Jordan, Township of Kearns, Sandy, South Jordan, Riverton, Draper, and zip codes 84103, 84101 and 84111 in Salt Lake City.

Lodging business owners decided to pursue formation of the SLCo CTAA in order to create a revenue source devoted to marketing Salt Lake County as a tourist, meeting and event destination. If established, the SLCo CTAA would generate an estimated $7,500,000 in the initial year of operation for promotion of travel and tourism specific to Salt Lake.

The consent of the West Valley City Council is required to include West Valley City in the SLCo CTAA.

Councilmember Whetstone, Councilmember Nordfelt, and Councilmember Christensen stated that they would be in favor of this resolution. Councilmember Harmon,



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Councilmember Huynh, and Mayor Lang stated that they would be opposed to this resolution. Councilmember Whetstone asked if there was an opinion from Councilmember Fitisemanu. Wayne replied that he had not heard of any direction from Councilmember Fitisemanu.

The City Council will consider Resolution 23-72 at the Regular Council Meeting scheduled May 23, 2023 at 6:30 P.M

**RESOLUTION 23-73: AUTHORIZE THE EXECUTION OF A CUSTOMER REQUESTED WORK AGREEMENT FOR THE BURIAL OF POWER LINES ON 3650 SOUTH**

Dan Johnson, Public Works Director, presented proposed Resolution 23-73 that would authorize the Execution of a Customer Requested Work Agreement for the Burial of Power Lines on 3650 South.

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

> The city has asked Rocky Mountain Power to bury their overhead facilities on 3650 South between 3200 West and 2700 West. This work will be coordinated with the Lancer Way (3650 South) Reconstruction project that is currently in design. Per the Customer Requested Work Agreement, the city's roadway contractor will install all necessary conduits and vaults to accommodate the power burial. Upon completion of that work, Rocky Mountain Power will install new conductors and remove their existing facilities.
>
> Design activities for the reconstruction project will continue through the fall/winter. It is anticipated that right-of-way acquisition will occur during the winter/early spring, and that construction will begin as early as summer 2025.

The City Council will consider Resolution 23-73 at the Regular Council Meeting scheduled May 23, 2023 at 6:30 P.M

**CONSENT AGENDA SCHEDULED FOR MAY 23, 2023**

A. **RESOLUTION 23-74: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF ENTRY AND OCCUPANCY AGREEMENT WITH AND FROM THE ALICE MARTIN TRUST FOR PROPERTY LOCATED AT 6002 WEST PARKWAY BOULEVARD**

Wayne Pyle, City Manager, discussed proposed Resolution 23-74 that would authorize the City to Enter into a Right of Entry and Occupancy Agreement With and From the Alice Martin Trust for Property Located at 6002 West Parkway Boulevard.



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

> The Alice Martin Trust parcel located at 6002 W. Parkway Boulevard is one of several parcels affected by the Parkway Boulevard Reconstruction Project (MVC to 6400 West). This project will reconstruct the pavement and construct curb, gutter, sidewalk and decorative street lighting on both sides of Parkway Boulevard. The appraised value for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $12,000.00 based upon the Appraisal Report prepared by Integra Realty Resources.
>
> The project is being funded by Surface Transportation Program (STP) using federal funds. The city is responsible for 6.77% of all project costs, including right of way. Based upon the appraised value the West Valley City share of the acquisition at this point would be $812.40. The property owner has requested mediation through the office of the Utah Property Rights Ombudsman. The Right-of-Entry and Occupancy Agreement will allow construction to move forward while negotiations with the property owner continue. Funds in the amount of $12,000.00 in escrow pending the resolution and the final amount of compensation is determined. If further negotiations are unsuccessful, eminent domain action will be required.

The City Council will consider Resolution 23-74 on the Consent Agenda at the Regular Council Meeting scheduled May 23, 2023 at 6:30 P.M

**COMMUNICATIONS**

**A. FORM OF GOVERNMENT DISCUSSION**

Councilmember Huynh stated that there are 134,000 people in West Valley City, 49,000 registered voters, and 12,000 voters who actually vote each year. He indicated that he believes Form of Government should be on the ballot for consideration. Councilmember Huynh stated that information related to different Forms of Government can be found using a smartphone. He indicated that the Mayor should be full-time. Councilmember Huynh stated that he believes a strong Mayor Form of Government provides checks and balances. He indicated that the City is currently run as a business and would like to see information on the website.

Councilmember Harmon stated that many residents likely assume that the Mayor is the executive of the City. He indicated he would like to have townhall events to hear what residents are thinking. Councilmember Harmon stated that he would like to see how the Eagle Mountain Form of Government works.

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Councilmember Whetstone stated that he is having a district meeting June 3rd at the Family Fitness Center. He noted he is looking forward to discussion and input from residents.

Councilmember Christensen stated that the current Form of Government has been working well for the City. He indicated that West Valley City has had continuity since its incorporation which is why he believes the City has progressed like it has.

Councilmember Whetstone stated that there are many larger Cities, such as Phoenix, that operate under a City Manager Form of Government.

Councilmember Nordfelt stated that he is opposed to a change in the Form of Government.

The Mayor and Council had no further questions or concerns.

**B. POLICY AND PROCEDURE MANUAL**

Councilmember Harmon stated that he had never read the Policy and Procedure Manual but received an alert from Paylocity that encouraged him to read it as part of a Human Resource requirement. Councilmember Harmon stated that he noticed executive orders and believes that these should be reviewed and approved by the City Council. Mayor Lang stated that she believes any significant budget assignments should be approved by the Council as well. Councilmember Nordfelt stated that it's important to understand the line between City Council and City Manager responsibility. He indicated that items in the employee manual fall within the responsibility of the City Manager. Mayor Lang stated that other boards and committees that she sits on approve policies and procedures. Councilmember Nordfelt stated that that this might be true for other boards but the powers of the City Council and those of the City Manager are clearly delegated in code. Councilmember Harmon stated that the outside attorney, Mr. Tolman, said that the Council should be approving and reviewing these. Councilmember Nordfelt stated that he would like to see a legal statement from the City Attorney that addresses this matter. Councilmember Huynh stated that he feels the lines are blurred and this is a good reason why the Form of Government should change. Councilmember Nordfelt stated that executive orders come from the executive so if the Mayor were the executive, those orders would come from the Mayor and the Council still would not review those. Councilmember Whetstone noted that the Governor and President have executive orders as well.

Wayne indicated that the City Manager has statutory authority from the State Code and Municipal Code as it relates to running the day-to-day affairs of personnel



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including executive orders. He indicated that executive orders date back to 1984 and this has been the practice and precedent since the early days of incorporation. Wayne indicated that if the Council has a concern about a particular item in the Policy and Procedure Manual, he would be happy to discuss it and consider proposed changes. He stated that attaching a criteria to a budgetary impact can be so widely defined that there is no viable way to address the issue in that manner. Councilmember Whetstone asked if the City Manager would have the ability to purchase a fire engine, for example, outside of the City Councils direction. Wayne replied no. He added that 99% of executive orders are brought forward from Human Resources or Legal to address concerns and are not originated by him. Councilmember Harmon stated that he feels discussing the Policy and Procedure Manual is important for disclosure and transparency. Wayne replied that the manual is posted on the website so that it can be transparent for everyone. He noted that employees are also annually made aware of the manual and encouraged to read it to ensure compliance. Councilmember Whetstone stated that he would like to see a budgetary threshold of some type. Wayne replied that he is happy to look at any issue in the Policy and Procedure Manual that the Council would like to discuss. He indicated that there hasn't been an instance where an order has exceeded the authority already prescribed in the budget.

Councilmember Huynh stated that he is concerned about a benefit change that occurred via executive order that he believes should have been reviewed by the Council. Wayne replied that this change has occurred several times over the years. He indicated that the City Manager's severance, for example, used to be one year but this was changed to 6 months based on recommendations from both Legal and Human Resources. Councilmember Nordfelt stated that he believes a change to the Form of Government would make this worse because the Mayor would have the same authority but the Council would have no ability to fire a Mayor. Councilmember Christensen stated that he believes professional competency is being discussed and would prefer to discuss the matter in a closed session. He noted that he believes it's good for everyone to read the manual but the Council doesn't need to vote on it.

The Mayor and Council had no further questions or concerns.

**C. COUNCIL CALENDAR**

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

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

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**NEW BUSINESS**

**A. POTENTIAL FUTURE AGENDA ITEMS**

Councilmember Huynh stated that he would like a better understanding of the bond owed for the Utah Cultural Celebration Center. Wayne replied that he has looked into this and the total is actually 50 million. He indicated that the bond was issued in 2010 with a refinance of the Utah Cultural Celebration Center and was done when there was a lot of financial challenges happening in the City. Wayne stated that there were about 6 major emergency operations, Maverik Center debt service, Fairbourne Station construction, and the tail end of the first phase of the Valley Fair Mall improvement project. He indicated that the Council at the time chose to push the payment out and the first payment is now approaching. Wayne indicated that this is an RDA project and the money will come from the RDA, not the General Fund. Councilmember Harmon suggested selling the Maverik Center to pay off the debt. Wayne replied that this is something the Council can consider in about 5 years or could use the funding stream from the Maverik Center to help pay off the debt as well. Councilmember Huynh stated that he would be in favor of selling the Maverik Center to pay off the debt. He asked if the hockey team owns a portion of the Maverik Center. Wayne replied no and indicated that the City owns 100% of the building and land. Mayor Lang asked for a history of the debt.

Nichole Camac, City Recorder, indicated that a request was received for an Immigrant Heritage Month Proclamation. She indicated that this is not one the Council has approved before and the request did not come from a local group. After discussion, the Council decided not to issue a proclamation.

**B. COUNCIL REPORTS**

**COUNCILMEMBER HARMON- PD BANQUET**

Councilmember Harmon stated that the Police Department awards banquet was a great event.

**MAYOR LANG- MOTHER'S DAY BRUNCH**

Mayor Lang stated that the annual Mother's Day Brunch at Stonebridge was a great, well attended event.

**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.

DRAFT

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MAY 23, 2023 WAS ADJOURNED AT 6:05 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 23, 2023.

_____
Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 23, 2023, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

**A G E N D A**

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Don Christensen

4. Special Recognitions

5. Approval of Minutes:

   A. May 16, 2023

6. Awards, Ceremonies and Proclamations:

   A. Recognition of West Valley City National Merit Scholar Finalists

7. Comment Period:

   *(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period*

- 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.

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application ZT-2-2023, filed by West Valley City, Requesting an Amendment to Section 7-7-119 of the West Valley City Code to Add Screening Requirements for Outside Storage that Occurs on Property Adjacent to a High-Image Arterial Street as Listed in Section 7-10-10

Action: Consider Ordinance 23-15: Amend Section 7-7-119 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Outside Storage

B. Accept Public Input Regarding Application ZT-3-2023, Filed by HH-SALT LAKE, LLC, Requesting a Zone Text Change to Sections 7-1-103 and 7-6-301 of the Zoning Ordinance to Remove the Definition for Lingerie Store and Remove Lingerie Store from the Commercial and Manufacturing Use Table

Action: Consider Ordinance 23-16, Amend Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Lingerie Stores

9. Resolutions:

A. 23-72: Consent to the Inclusion of West Valley City Within a Salt Lake County Convention and Tourism Assessment Area

B. 23-73: Authorize the Execution of a Customer Requested Work Agreement for the Burial of Power Lines on 3650 South

10. Consent Agenda:

A. Reso 23-74: Authorize the City to Enter Into a Right of Entry and Occupancy Agreement With and From the Alice Martin Trust for Property Located at 6002 West Parkway Boulevard

11. Motion for Closed Session (if necessary)

12. Adjourn

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

**Budget Opening Required:** ☐

**ISSUE:**

Application: #GPZ-2-2023
Applicant: Nick Mingo
Location: 5998 W Parkway Blvd.
Size: 37.53 acres

**SYNOPSIS:**

A General Plan change from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing).

**BACKGROUND:**

The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

**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 GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5998 W PARKWAY BLVD. ON 37.53 ACRES.**

**WHEREAS,** the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed General Plan amendment 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 General Plan amendment should be made;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of West Valley City, Utah that the General Plan be amended as follows:

**SECTION 1. GENERAL PLAN AMENDMENT.**

The property described in Application #GPZ-2-2023, filed by Nick Mingo, and located at 5998 W Parkway Blvd. within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing. Said property is more particularly described as follows:

Parcel #s 14-23-400-061 and 14-23-400-062

**SECTION 2. GENERAL PLAN MAP AMENDMENT.**

The West Valley City General Plan 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

**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 5998 W PARKWAY BLVD. ON 37.53 ACRES FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) AND 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 #GPZ-2-2023, filed by Nick Mingo, and located at 5998 W Parkway Blvd. within West Valley City, is hereby classified from zone A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing), said property more particularly described as follows:

Parcel #s 14-23-400-061 and 14-23-400-062

**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: N/A
Budget Opening Required: ☐

**ISSUE:**

A resolution authorizing the City to enter into a development agreement with Ivory Land Corporation.

**SYNOPSIS:**

This resolution authorizes a development agreement between the City and Ivory Land Corporation to establish standards for an industrial development at 5998 W Parkway Blvd.

**BACKGROUND:**

Nick Mingo, representing Ivory Land Corporation, has submitted a General Plan/zone change application (GPZ-2-2023) on 37.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

There are two development agreement options for the Council's consideration. The proposed development agreement recommended by the Planning Commission (Option 1) requires the developer to design and install a cul-de-sac at the north end of Stegner Way. It also prohibits vehicular access to Stegner Way as the Commission was concerned with mixing industrial traffic with school traffic. The applicant is hoping to maintain access to Stegner Way until such time that 5900 W is extended to Parkway Blvd. Option 2 of the development agreement, which is preferred by the applicant, would allow access to Stegner Way until 5900 W is extended south to Parkway Blvd.

**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 IVORY LAND CORPORATION FOR APPROXIMATELY 37.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5998 WEST PARKWAY BLVD.**

**WHEREAS**, Ivory Land Corporation (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build an industrial development (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 is 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 Manager and 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 Ivory Land Corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 5998 West Parkway Blvd. 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 37.53 acres of real property located at 5998 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial 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: | Ivory Land Corporation<br>978 East Woodoak Lane<br>Salt Lake City, UT 84117 |
| TO CITY: | West Valley City<br>Wayne Pyle, City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| WITH A COPY TO: | West Valley City Attorney's Office<br>Attn: Brandon Hill<br>3600 Constitution Blvd.<br>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: _____

**DEVELOPER**

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me _____, 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 _____ of Ivory Land Corporation, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
No tary Pu b lic

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 14-23-400-061
BEG N 00°05'37" E 510.34 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; W'LY ALG A 4808.00 FT RADIUS CURVE TO THE L 204.7 FT M OR L (CHD S 84°56'50" W); S 0°05' W 41.19 FT M OR L; N 89°58'45" W 1323.25 FT M OR L; S 831.45 FT; E 1320.00 FT M OR L; N 0°05'37" E 7.47 FT M OR L TO BEG.

Parcel #: 14-23-400-062
BEG N 00°05'37" E 510.34 FT & E 7.37 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; E'LY ALG A 4808 FT RADIUS CURVE TO L 68.61 FT (CHD: N 83°40'25" E); N 83°15'53" E 292.12 FT; S 89°58'30" E 40.67 FT; S 55°54'41" E 47.62 FT; S 16°22'10" E 23.24 FT; S 07°34'15" W 199.16 FT; S 02°47'55" W 670.96 FT; W 583.97 FT TO BEG.

## EXHIBIT B

## DEVELOPMENT STANDARDS

1. The Developer shall design and install a cul-de-sac at the north end of Stegner Way. The cul-de-sac shall meet the City's Engineering Standards and include curb, gutter, sidewalk, and streetlights.

2. Vehicular access to Stegner Way shall not be granted for the Project.

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Ivory Land Corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 5998 West Parkway Blvd. 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 37.53 acres of real property located at 5998 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial 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: | Ivory Land Corporation<br>978 East Woodoak Lane<br>Salt Lake City, UT 84117 |
| TO CITY: | West Valley City<br>Wayne Pyle, City Manager<br>3600 Constitution Blvd.<br>West Valley City, Utah 84119 |
| WITH A COPY TO: | West Valley City Attorney's Office<br>Attn: Brandon Hill<br>3600 Constitution Blvd.<br>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: _____

**DEVELOPER**

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me _____, 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 _____ of Ivory Land Corporation, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Parcel #: 14-23-400-061
BEG N 00°05'37" E 510.34 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; W'LY ALG A 4808.00 FT RADIUS CURVE TO THE L 204.7 FT M OR L (CHD S 84°56'50" W); S 0°05' W 41.19 FT M OR L; N 89°58'45" W 1323.25 FT M OR L; S 831.45 FT; E 1320.00 FT M OR L; N 0°05'37" E 7.47 FT M OR L TO BEG.

Parcel #: 14-23-400-062
BEG N 00°05'37" E 510.34 FT & E 7.37 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; E'LY ALG A 4808 FT RADIUS CURVE TO L 68.61 FT (CHD: N 83°40'25" E); N 83°15'53" E 292.12 FT; S 89°58'30" E 40.67 FT; S 55°54'41" E 47.62 FT; S 16°22'10" E 23.24 FT; S 07°34'15" W 199.16 FT; S 02°47'55" W 670.96 FT; W 583.97 FT TO BEG.

## EXHIBIT B

## DEVELOPMENT STANDARDS

1. The Developer shall design and install a cul-de-sac at the north end of Stegner Way. The cul-de-sac shall meet the City's Engineering Standards and include curb, gutter, sidewalk, and streetlights.

2. Upon completion of the extension of 5900 West between Beagley Road and Parkway Boulevard, vehicular access to Stegner Way shall not be granted for the Project.

**GPZ-2-2023 MINUTES**
**APRIL 12, 2022 PLANNING COMMISSION PUBLIC HEARING**

**GPZ-2-2023**
**Nick Mingo**
**5998 W Parkway Blvd.**
**General Plan change from Large Lot Residential to Light Manufacturing and a zone change from A-1 and A to M**
**37.53 acres**

Nick Mingo has submitted a General Plan/zone change application for a 37.53-acre parcel located at 5998 W Parkway Blvd. The property is currently zoned A-1 (Agriculture, minimum lot size 1 acre) south of the Riter Canal and A (Agriculture, minimum lot size ½ acre) north of the Riter Canal. The current General Plan designation is Large Lot Residential (2 to 3 units/acre) for the portion of the property that is west of Stegner Way with the balance being Medium Density Residential (7 to 12 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing. The property is currently owned by Ivory Land Corporation.

Surrounding zones include M to the north, A to the east, and A-1 to the south and west. Surrounding land uses a new industrial project to the north that is partially developed; Rocky Mountain Power transmission lines and the Mountain View Corridor to the east; Wallace Stegner Academy charter school, a 2.7-acre single family home lot, and Magna Water well property to the south; and vacant property to the west. The subject property is currently vacant.

**Development Proposal**

The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

**Property History**

A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. The meeting minutes for the Planning Commission and City Council meetings where this prior application was denied are

included with this report. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

When the City updated the General Plan in 2015 the General Plan designation on the subject property was changed to the current designation of Large Lot Residential and Medium Density Residential.

**Issues to Consider**

Since the adoption of the City's first General Plan in the 80's, the Riter Canal has been the dividing line between industrial uses to the north and residential uses to the south in the northwest part of the City. However, much has changed in the northwest part of the City since the 80's. The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- As indicated on the City's Major Street Plan, the City plans to eventually extend 5900 West between Beagley Road and Parkway Blvd. on the Rocky Mountain Power property directly east of the subject parcel. This road extension will enable industrial traffic in the area north of Beagley Road to access Mountain View Corridor without using Parkway Blvd. In other words, the subject property would be next to two roads with significant industrial traffic – Beagley Road and 5900 West.
- The charter school and Magna Water property to the south could be seen as a buffer between the residential property on the south side of Parkway Blvd. and the potential industrial development on the subject property.
- The zoning needed to develop the property as Medium Density Residential, the current General Plan designation on the east part of the property, is RM. However, to be eligible for RM zoning, the current zoning ordinance requires a property of this size to have access and frontage on a street with a planned right-of-way of at least 100 feet as indicated on the Major Street Plan. Currently, the only streets the subject property has access and frontage on are Stegner Way and Beagley Road, which are not roads with a planned right-of-way width of at least 100 feet. This means that this property is not eligible for RM zoning.
- The City will be widening Parkway Blvd. to 5 lanes between Mountain View Corridor and 6400 West. This widening project is anticipated to begin construction in late summer of this year and to be completed in the fall of 2024.
- The property on the north side of Beagley Road has received conditional use approval for two large industrial buildings totaling over 600,000 square feet. The west building has already been completed.

**Access**

If the Commission believes M zoning is appropriate here, the primary access would be off of Beagley Road. A future driveway connection to 5900 West may be possible at such time this road is extended south and if the owner is able to secure permission to construct an access across Rocky Mountain Power's property. Access to Stegner Way is also possible; however, mixing industrial and school traffic could be problematic, particularly during drop off and pick up times for the school.

The applicant's concept shows a new cul-de-sac at the north end of Stegner Way with an access for the subject property onto the cul-de-sac. This cul-de-sac is in response to City ordinance that requires stub streets to be either extended through a property or terminated in a cul-de-sac. To prevent the mixing of industrial and school traffic, the Commission could recommend a development agreement where the property does not access Stegner Way.

**Staff Alternatives:**

1. Approval. This application should be approved.

2. Approval. This application should be approved subject to a development agreement that requires the installation of a cul-de-sac at the north end of Stegner Way and prohibits the subject property from accessing the cul-de-sac.

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial. Industrial uses should not be developed on the south side of the Riter Canal.

**Discussion:** Steve Pastorik presented the application. He noted that two options are listed in the staff report if the Commission approves this proposal. He explained that the second option would incorporate a development agreement addressing the concern of the subject property having access to Stegner Way.

Commissioner Wood stated that the General Plan designates the subject property as Large Lot Residential. She expressed concern about the Commission approving this proposal and then having the City Council deny it. Commissioner Wood is also concerned about rezoning this property to manufacturing and losing the possibility for future residential developments. She asked Steve if he had some idea of how the Council would vote on this proposal, where they have recently denied a zone change for an industrial proposal. Steve said he understands her concerns but is unsure what the Council's decision will be.

Nick Mingo, the applicant, said Steve did a great job presenting this application. He noted that he would like to finish the cul-de-sac at the end of Stegner Way for employees and everyday traffic. However, he doesn't want industrial traffic using the same street as the existing school. Mr. Mingo addressed Commissioner Wood

and explained that he has been trying to add a residential development on the subject property since 2011, and it doesn't seem to be a good fit.

Commissioner Woodruff stated that if this proposal is approved, the next logical thing would be parallel developments further west. He asked Steve if he thought the strip of property to the north of Parkway Blvd. would remain residential or if it would move to the south of Parkway Blvd.

Steve explained that this property is a bit unique compared to the property to the west. He said Magna Water owns the property to the south, so that it will stay that way indefinitely because of the public utility use there. He pointed out that if this proposal is approved, it could hinder residential development in the area. Steve said industrial and residential uses could eventually be next to each other.

Commissioner Woodruff said the canal still seems like a good place to divide the uses.

Commissioner Lovato said, at first, he agreed with Commissioner Wood, but after giving this proposal a second look, it makes sense. He likes the buffer the existing school and the property to the south create. Commissioner Lovato said he could also see where Commissioner Woodruff is coming from, so he is still determining how to vote.

Commissioner Wood noted that Mr. Mingo said he would like to finish the cul-de-sac to be used by employees. She asked Steve if the intention would be to close off the cul-de-sac or let traffic through.

Steve explained that the staff contemplated using the cul-de-sac as a barrier to traffic. He said it is possible to use the cul-de-sac, but the concern is mixing industrial traffic with the traffic for the school. Steve stated that staff was not sure how employee traffic could be allowed while preventing truck traffic.

**Motion:** Commissioner motioned to deny GPZ-2-2023. Industrial uses should not be developed on the south side of the Riter Canal.

Commissioner Wood seconded the motion.

**Vote:**

| | |
|---|---|
| Commissioner Porter | Yes |
| Commissioner Lovato | No |
| Commissioner Wood | Yes |
| Commissioner Woodruff | Yes |
| Commissioner McEwen | No |
| Chair Fuller | No |

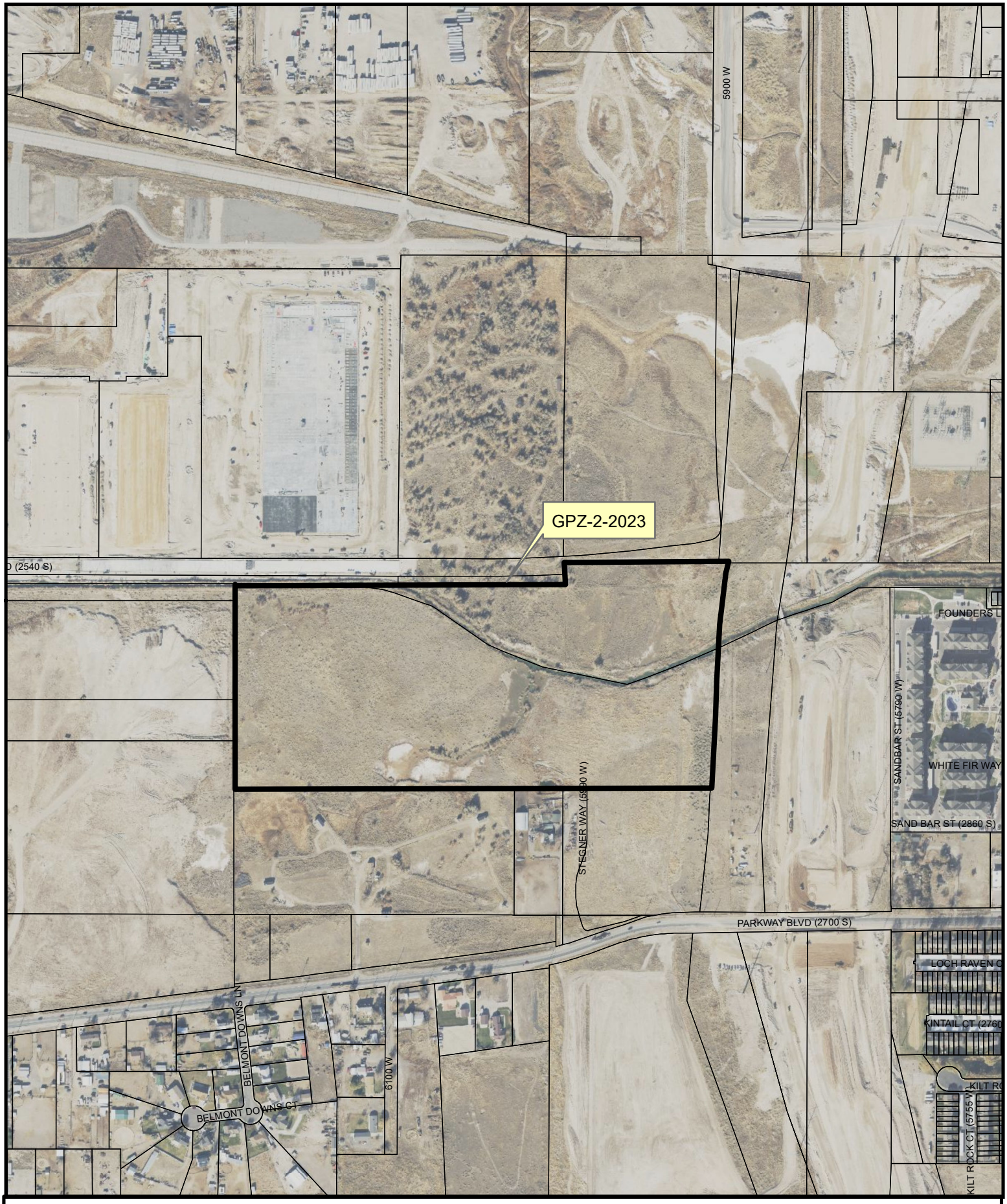
**Second Motion:** Commissioner Lovato motioned to approve GPZ-2-2023. This application should be approved subject to a development agreement that requires the installation of a cul-de-sac at the north end of Stegner Way and prohibits the subject property from accessing the cul-de-sac.

Commissioner McEwen seconded the motion.

**Vote:**

| | |
|---|---|
| Commissioner Porter | Yes |
| Commissioner Lovato | Yes |
| Commissioner Wood | No |
| Commissioner Woodruff | No |
| Commissioner McEwen | Yes |
| Chair Fuller | Yes |

**Majority – GPZ-2-2023- Approved**




0 250 500 Feet

GPZ-2-2023
Nick Mingo
5998 W Parkway Blvd.

N

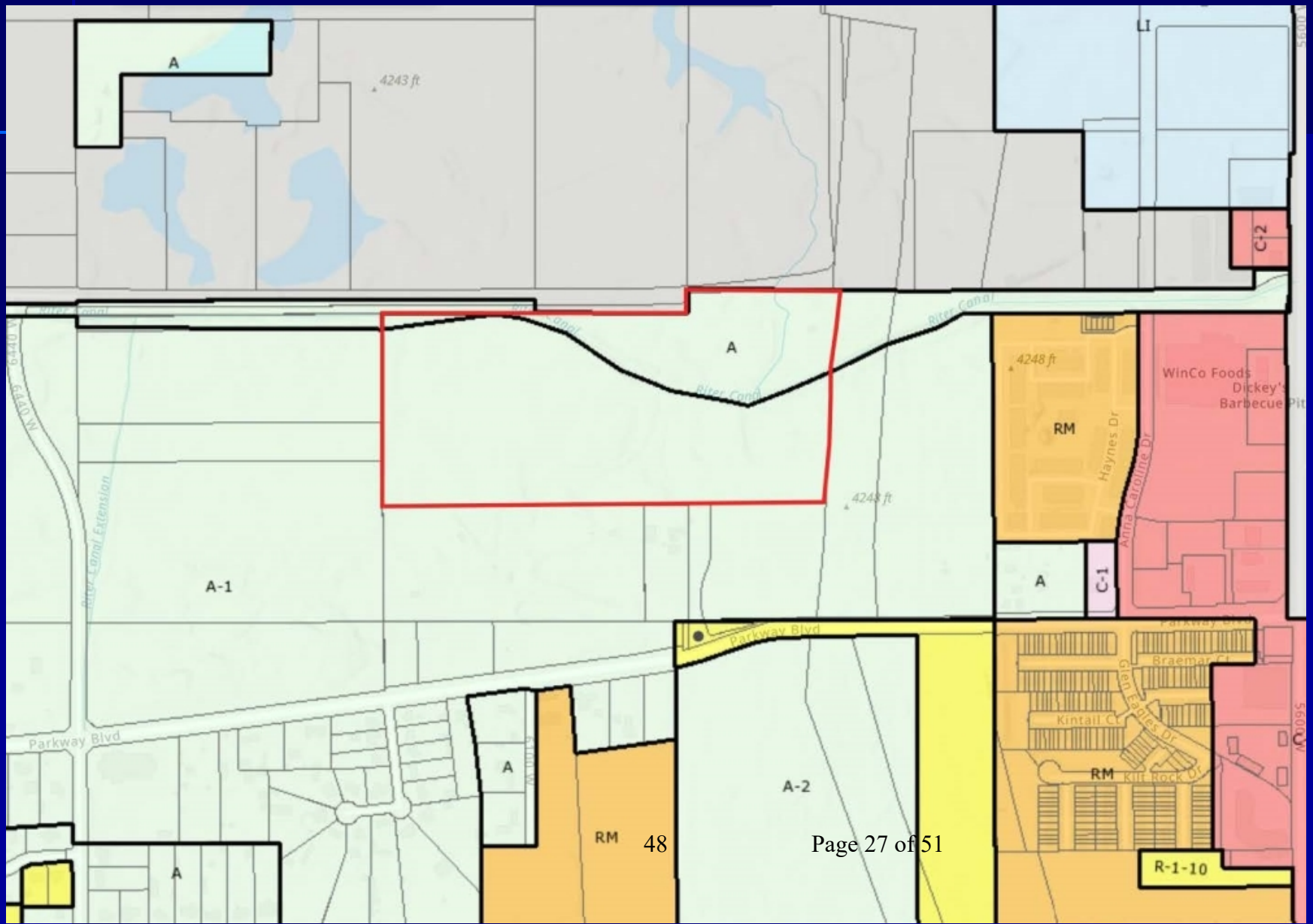
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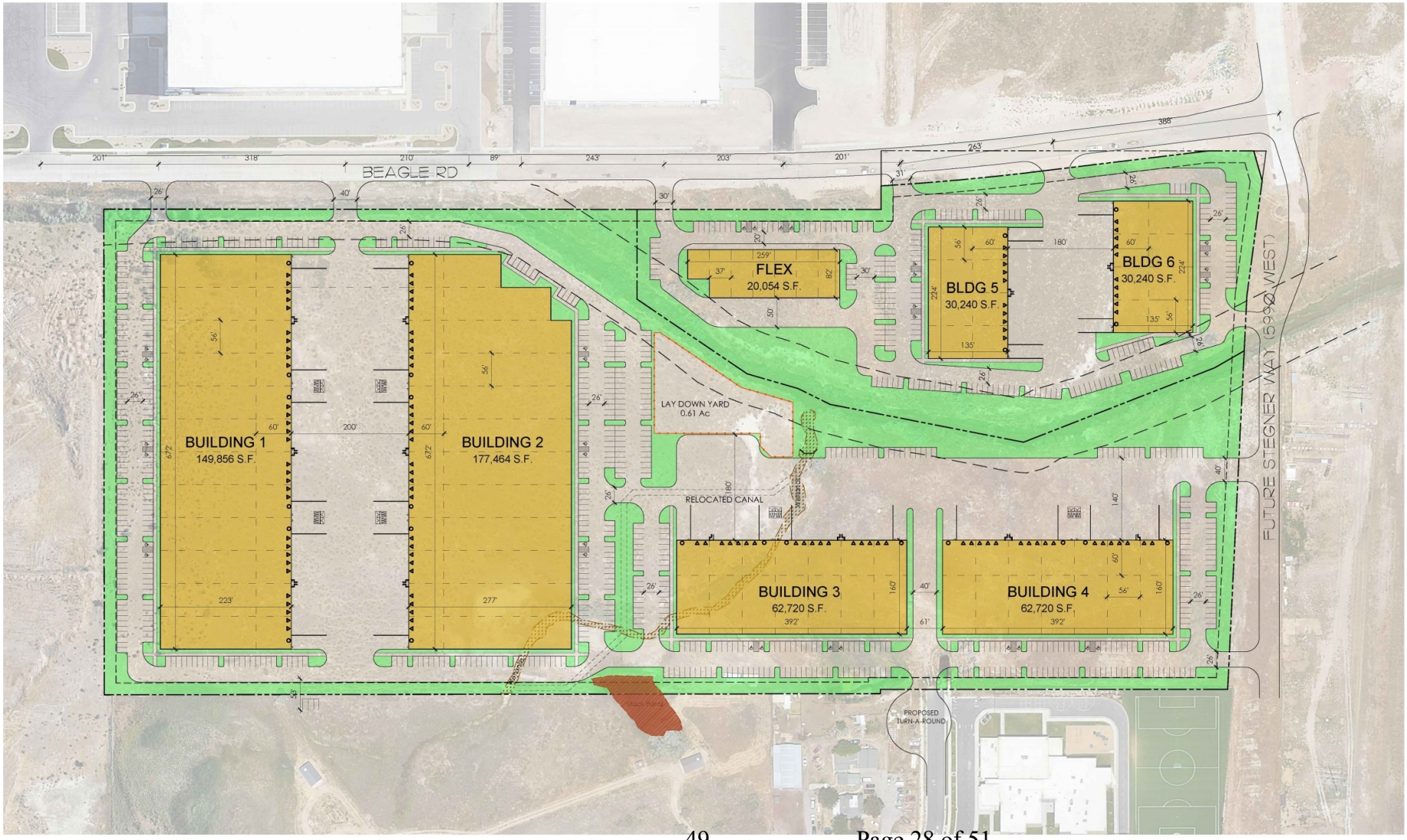
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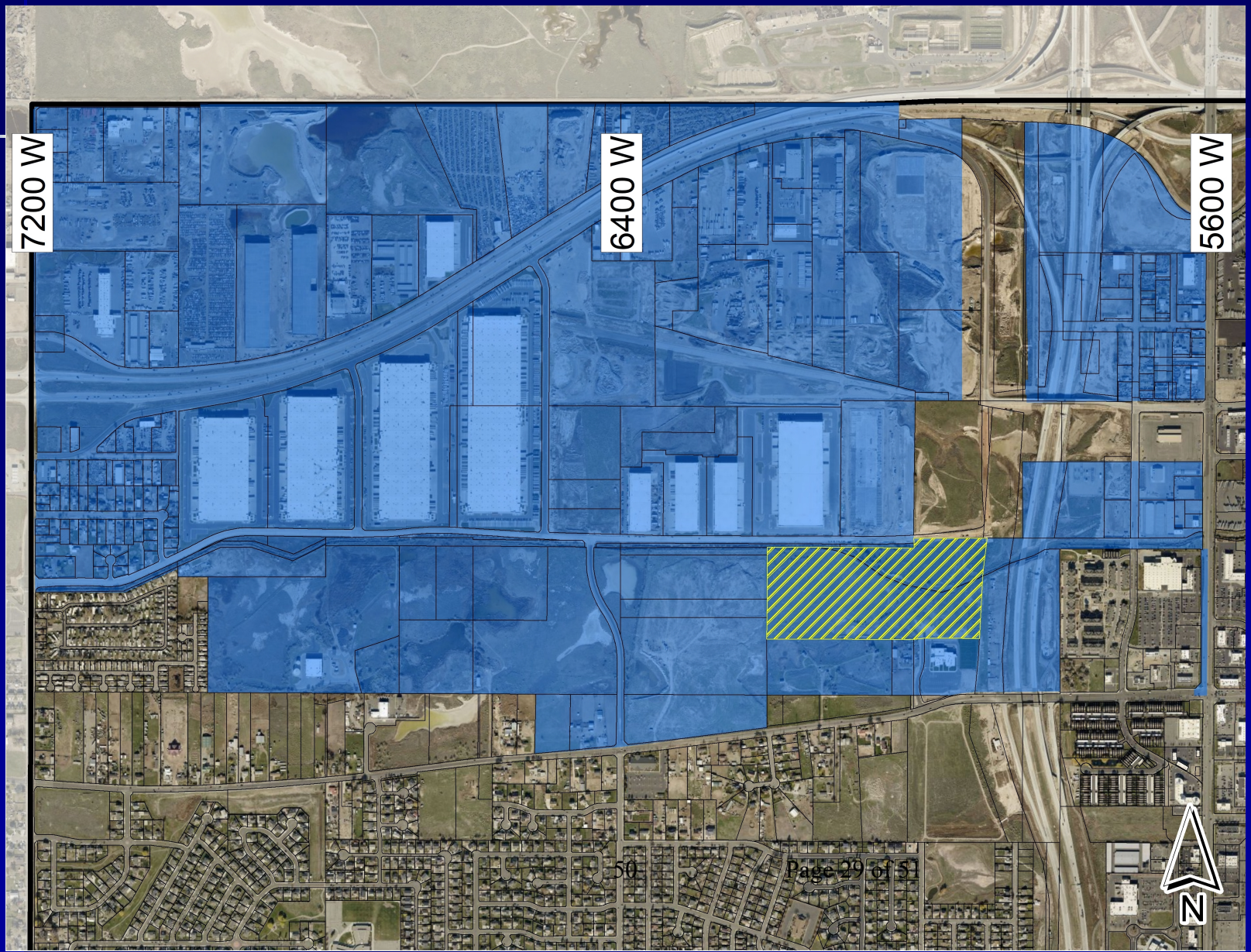
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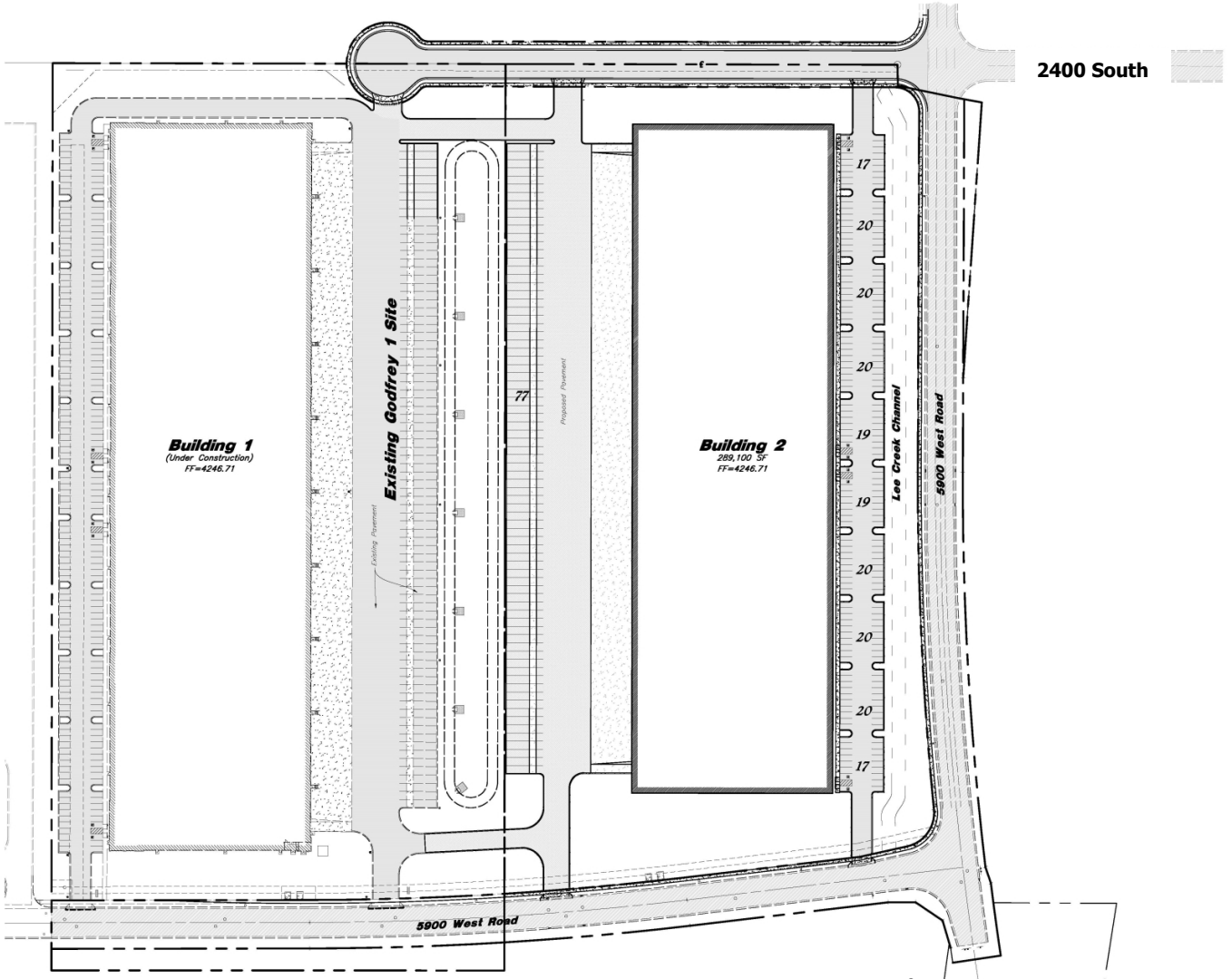
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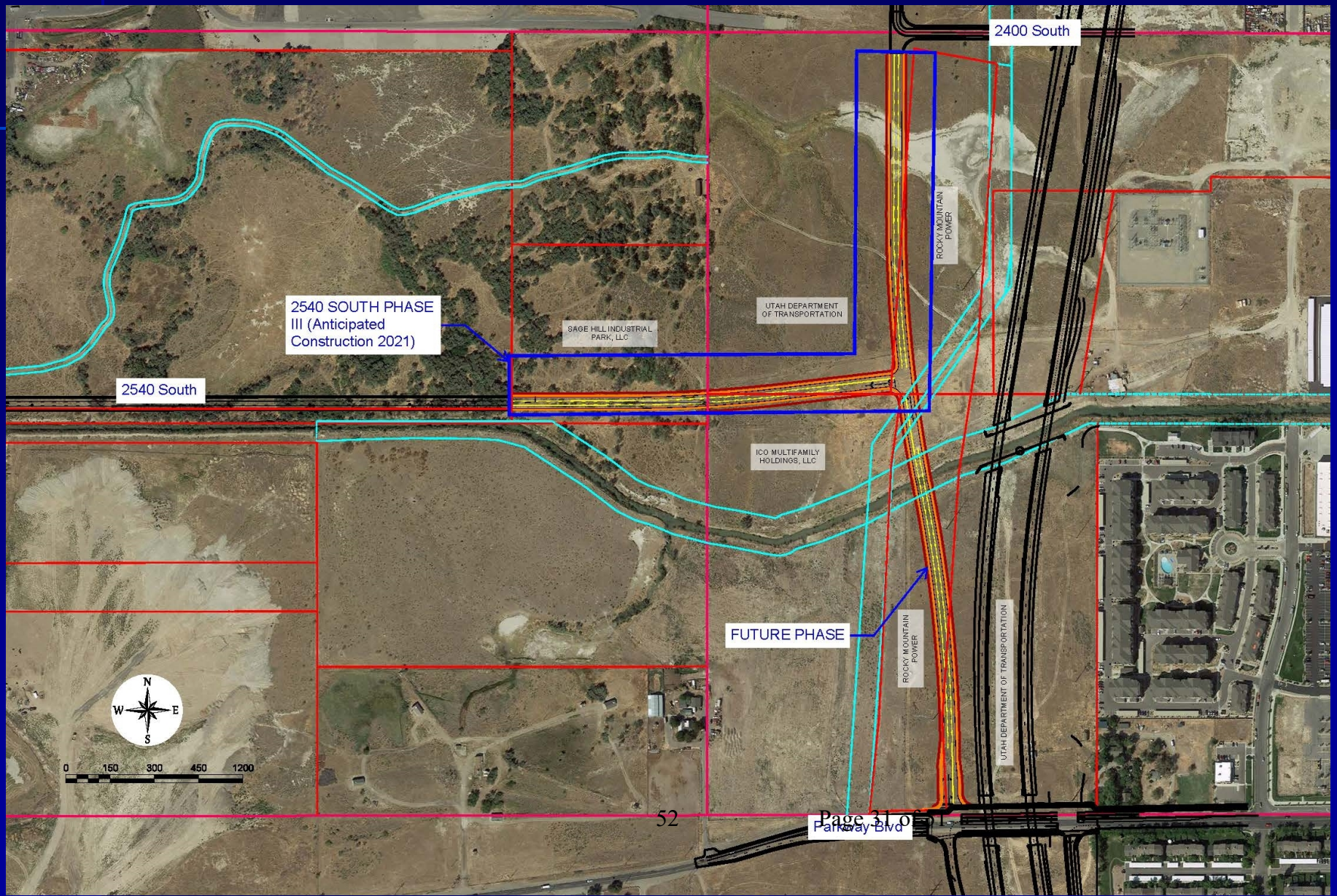
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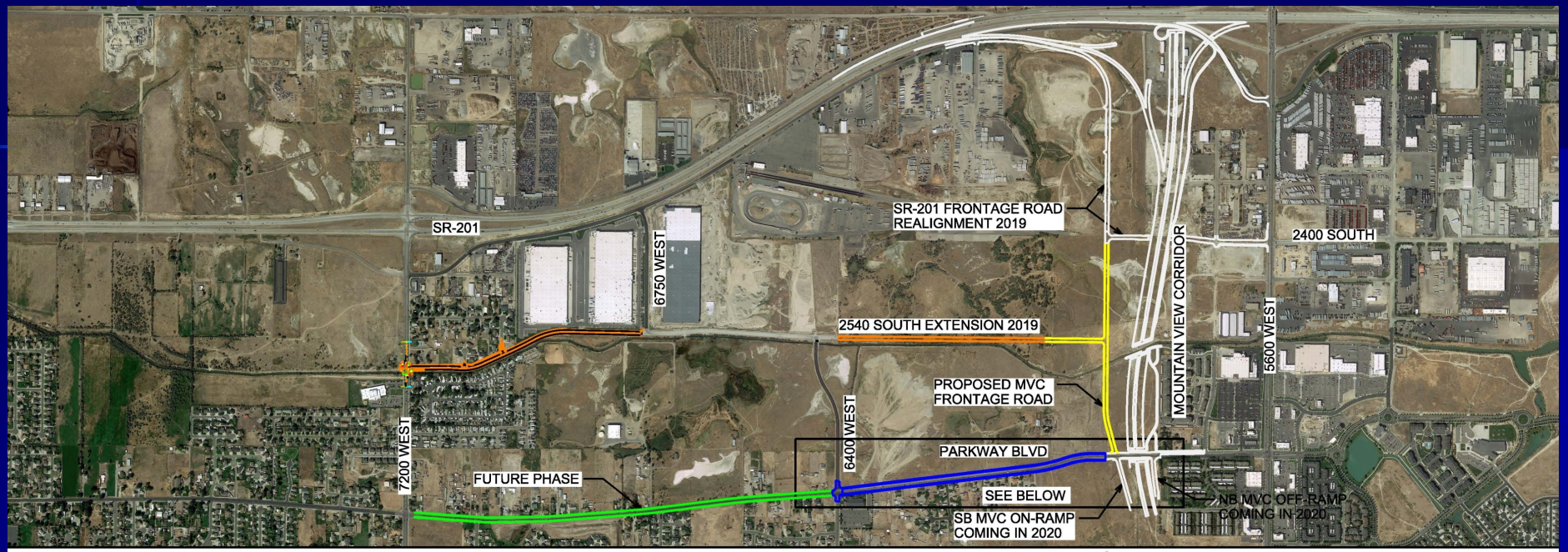
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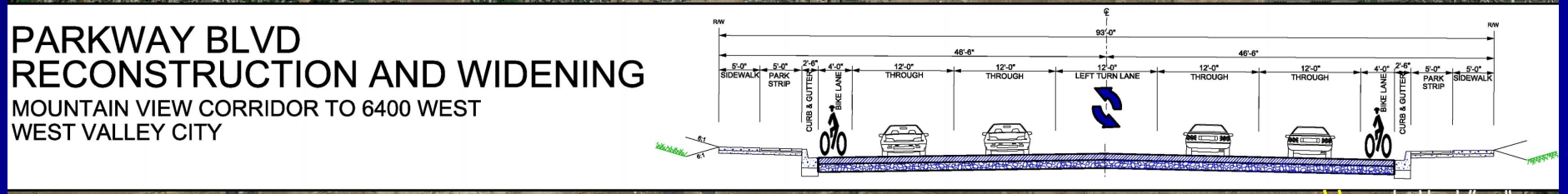
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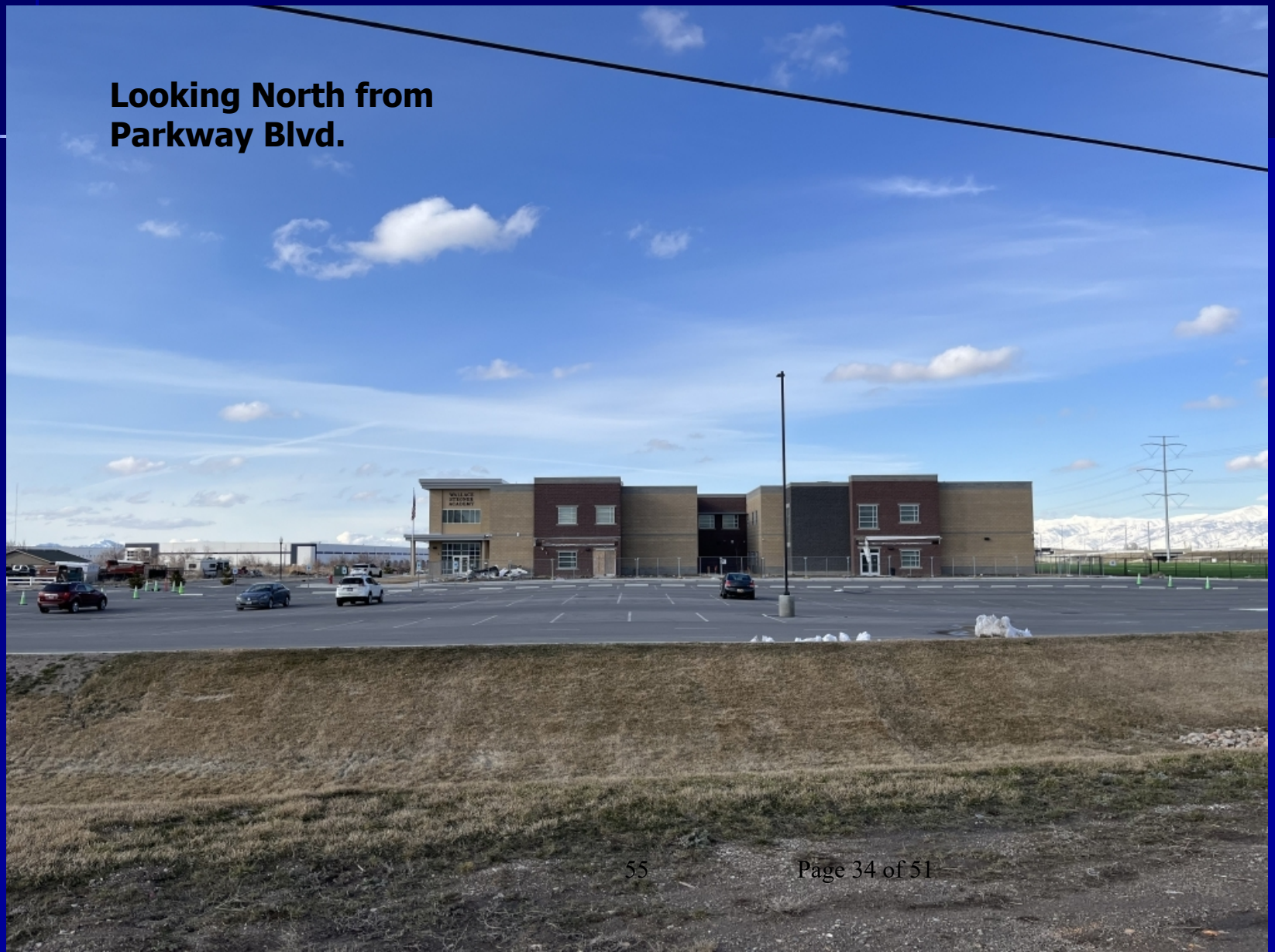

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**Item:** WVC and TVILLE SWAT ICA
**Fiscal Impact:** N/A
**Funding Source:** N/A
**Account #:** N/A

**ISSUE:**

Approval of an Interlocal Cooperative Agreement between West Valley City and Taylorsville City designed to combine resources and form an Integrated SWAT Team that will improve a tactical response in various situations.

**SYNOPSIS:**

To maximize resources and enhance services to both West Valley and Taylorsville Cities. the Integrated SWAT Team will provide SWAT services to both cities including, but not limited to, response and mitigation of high-risk situations such as hostage rescue, armed barricaded subjects, sniper situations, downed officers, or citizens and/or crisis negotiations. Further, the Integrated Team may provide West Valley and Taylorsville Cities with non-emergency services including, but not limited to, dignitary protection, no-knock search warrant services and services of other high-risk search and/or arrest warrants.

The Interlocal Cooperative Agreement between West Valley and Taylorsville Cities specifies that we are receiving $5,000 at the beginning of this Agreement and $10,000 at the beginning of every fiscal year. These funds are to cover the associated costs of vehicle maintenance/repairs, intelligence gathering, fuel charges and other soft costs.

**BACKGROUND:**

It is not uncommon for cities to combine their resources to provide SWAT services effectively and efficiently to their citizens. Currently there are three integrated SWAT teams in the Salt Lake Valley and many more across the state and throughout the country. They have shown themselves to be successful and allow organizations to combine their resources in a fiscally responsible way.

The West Valley City Police Department will maintain overall command of the Integrated SWAT Team in all tactical situations.

**RECOMMENDATION:**

It is recommended that the Council approve the Interlocal Cooperative Agreement between West Valley City and Taylorsville City Police Departments.

**SUBMITTED:**

Colleen Jacobs, Chief of Police

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND TAYLORSVILLE CITY FOR SWAT OPERATIONS**

**WHEREAS,** Taylorsville City and West Valley City are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

**WHEREAS**, West Valley City and Taylorsville City desires to enter into an agreement for a combined SWAT operations; and

**WHEREAS**, Taylorsville City desires to integrate some of its police officers into the West Valley City SWAT operations unit; and

**WHEREAS**, West Valley City desires to provide SWAT services to the residents of Taylorsville City; and

**WHEREAS,** the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter this Memorandum of Understanding.

**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 Amendment 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.

The City is authorized to, from

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

WEST VALLEY CITY

_____
MAYOR

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**WEST VALLEY CITY AND**

**TAYLORSVILLE CITY FOR SWAT**

**OPERATIONS**

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement') is made and entered into this ____ day of_____2023 by and between the West Valley City ("WVC"), a Utah Municipal Corporation and Taylorsville City a Utah municipal corporation; WVC and Taylorsville City being collectively hereinafter referred to as "Party" in the singular and "Parties" in the plural.

1. **Recitals**

**A.** WHEREAS, Utah Code Annotated 11-13-1, 1953, as amended, commonly known as the Interlocal Cooperation Act ("ILA"), authorizes public agencies to enter joint agreements for the promotion of police activities and/or protection and/or public safety; and

**B.** WHEREAS, all of the parties hereto are public agencies as defined by the ILA; and

**C.** WHEREAS, The West Valley City Police Department (hereafter referred to as WVC Police) operates a Crisis Response Unit that consist of Special Weapons and Tactics ("SWAT"); and

**D.** WHEREAS, Taylorsville City desires to integrate some of its police officers into the WVC SWAT Team; and

**E.** WHEREAS, both parties agree that there is a continuing community wide need maintain an integrated SWAT team that will allow the WVC and Taylorsville City to combine

and share collective capabilities and resources; and

F. WHEREAS, pursuant to the authority granted to political subdivisions of the state, Taylorsville City desires to enter into this Agreement to join the WVC SWAT Team to form an integrated SWAT team (the "Integrated Team").

G. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

H. **Effective Date.** This Agreement shall become effective when the Parties each execute an original or copy of this Agreement as required by law.

I. **Term.** This Agreement shall be effective upon execution by both parties and shall continue for a period of one (1) year from the date of execution ("Term"), with the WVC and Taylorsville City reserving the right to terminate without penalty at the end of the first year by providing written notice to the other party no later than thirty (30) days before the end of the Term of this Agreement. This Agreement shall renew automatically for five (5) additional one (1) year periods, with the WVC and Taylorsville City reserving the right to terminate this Agreement by written notice to the other party no later than thirty (30) days before the end of each additional one (1) year period.

J. **Termination.** Pursuant to Utah Code Ann. § 11-13-206(1)(a) and notwithstanding anything to the contrary, either Party may terminate this Agreement at any time, with or without cause, by giving sixty (60) days prior written notice to the other Party.

2. **Definitions.**

A. **Venue Agency.** Venue Agency means the political jurisdiction where the specific SWAT incident takes place.

B. **Integrated Team.** Integrated Team means the crisis response unit consisting of WVC and

Taylorsville City police officers created by this agreement.

C. **SWAT Command.** SWAT Command means the Integrated Team Commander who is designated by the WVC Chief of Police to oversee all Integrated Team operations.

D. **TACSOP:** TACSOP means the Tactical Standard Operating Procedures manual as adopted by WVC and as amended by WVC.

3. **Obligations**

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

A. **Taylorsville Operators**. Taylorsville shall provide to the Integrated SWAT, team no less than seven (7) POST certified personnel. Acceptance of the tactical operators will be subject to the approval by SWAT Command.

B. **Taylorsville Administration.** Taylorsville will designate a member of its police administration who possess authority to make critical decisions regarding personnel, equipment needs and training expenses.

C. **WVC Operators.** WVC will provide no less than twenty-two (22) POST certified personnel, twenty (20) tactical operators and two (2) supervisors to the Integrated SWAT team.

D. **WVC Administration.** WVC will designate a member of its police administration who possess authority to make critical decisions regarding personnel, equipment needs and training expenses.

E. **Taylorsville Crisis Negotiators.** Taylorsville will provide no less than one (1) Crisis Negotiators to the Integrated SWAT team.

F. **WVC Crisis Negotiators.** WVC will provide no less than five (5) Crisis Negotiators to the Integrated SWAT team.

G. **Service.** The Integrated Team shall provide SWAT services to West Valley and Taylorsville Cities including, but not limited to, response and mitigation of high-risk situations such as hostage rescue, armed barricaded subjects, sniper situations, downed officers, or citizens and/or crisis negotiations. Further, the Integrated Team may provide West Valley City and Taylorsville with non-emergency services including, but not limited to, dignitary protection, no-knock search warrants services and services of other high-risk search and/or arrest warrants.

H. **Incidents.** Integrated Team Command is responsible for interrupting what constitutes a SWAT service as described in subsection 3.

4. **Command**

A. **Command Structure.** Integrated Team Command ("SWAT Command") is a WVC Lieutenant or designee, who is responsible for the administration, oversight, and coordination of the Integrated Team. SWAT Command shall be responsible for the overall SWAT designated operation and shall maintain absolute command of the Integrated Team in all tactical situations. SWAT Command may designate someone to act as SWAT Command in his/her absence.

B. **Incident Command.** A supervisor from the Venue Agency shall be the incident command. Responsibilities of incident command shall include, but are not limited to, conducting crowd control, directing crime scene processing, arranging transportation of prisoners or arrested parties, disbanding personnel and resources, and coordination of incident documentation.

C. **Jurisdictional Authority.** Under U.C.A 77-9-3 WVC Police Officers and Taylorsville City Police Officers that are part of the Integrated Team, when working with the Integrated Team, are being asked to assist by non-venue agency, and shall have all law enforcement powers in the the non-venue agencies jurisdiction.

5. **Integrated Team**

A. **Mission Statement.** The mission of the Integrated Team is to save lives by providing tactical solutions that increase the likelihood of de-escalation and safe resolution of high-risk evolving incidents. The overarching approach of the Integrated Team will leverage the collective resources of the participating agencies to accomplish the mission.

B. **Personnel.** WVC Police Department standards set forth in the TACSOP shall be used to select operators for the Integrated Team.

C. **Procurement Procedures.** The Parties shall be solely responsible for the procurement of equipment for their own officers assigned to the Integrated Team.

D. **Equipment and Facilities.** West Valley City and Taylorsville City will continue to own and maintain their individual facilities, apparatus, and equipment. The Parties shall furnish and supply all appropriate and necessary basic equipment, training materials and ammunition to their own participating Integrated Team operators. All equipment provided by the Parties to their own participating Integrated Team operators remains the property of each respective Party. However, any equipment provided by one Party to the other Party for temporary use, shall remain the property of providing Party unless the transfer is done in writing. The Parties will be responsible for the service and maintenance of their respective weapons. All equipment shall meet the requirements set forth in the TACSOP.

6. **Policy and Procedure**

A. **Policy.** The Parties shall comply with WVC Police Department policies/procedures set forth in the TACSOP. The TACSOP will serve as the guide for all participating team members. Integrated Team members will adhere to their originating agency policies and procedures. Any conflicts between the TACSOP and originating agency policies will be brought to the attention of SWAT Command.

B. **Risk Assessment.** Parties shall use the West Valley City Search Warrant Risk Assessment to determine situations that may require the use of SWAT.

C. **TACSOP** A copy of the Tactical Standard Operating Procedure shall be provided to Taylorsville before execution of this agreement. Disclosure of the TACSOP shall not be prohibited unless prior written approval from SWAT Command. The TACSOP shall be considered a Protected Record under the Government Records Access and Management Act, Utah Code Ann. § 63G-2-305.

D. **TACSOP Revision Process.** The TACSOP is a living document and at times requires changes to maintain industry and or organizational best practices. The TACSOP will be a current document with revisions incorporated as they are approved by SWAT Command.

E. **TACSOP Administration and Annual Approval Process**. SWAT Command is responsible for maintaining the TACSOP and managing the revision, approval, and acknowledgement processes.

F. **Human Resources.** The Parties shall be solely responsible for providing workers compensation, benefits, overtime, and payroll for its own employees who provide services under this agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self-insured to cover liability arising out of negligent acts or omissions of its own personnel rendering services under this agreement. Each Party shall secure workers compensation benefits for its employees performing services under this agreement consistent with Utah Code Ann. §§ 34A-2-201 to -212 (1953 as amended). Nothing in this agreement shall be construed as intending to create a double coverage for insurance.

G. **Immunity Act Defense.** WVC and Taylorsville City are both governmental entities as set forth in the Utah Governmental Immunity Act, 63-30-101 to -904 (1953 as amended). The Parties mutually agree that the Parties are responsible and liable for their own wrongful and

negligent acts that are committed by them or their agents, officials, or employees. Neither Party waives any defense or limits of liability otherwise available under the Immunity Act and all other applicable laws. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws. The Parties agree to assume any and all legal costs for their own defense.

H. **Claims and Liability Waiver.** To the extent permissible by Federal or State law, policy, or procedure, each Party waives all claims against the other Party arising out of any loss, damage, personal injury, property damage, or death to employees or property of the Parties hereto occurring as a consequence of providing or not providing services, under the terms of this agreement.

I. **Low Level Damage Liability.** During the course of SWAT operations there are times where the Integrated SWAT team will cause damage to buildings and objects. These incidents typically result in low level claims. These claims will be handled by the Venue Agency of the operation.

7. **Training**

A. **Ongoing Training.** The Parties agree to have their members participate in Integrated Team specific mandatory training deemed necessary and appropriate by SWAT Command. The Parties shall use the current WVC Police Department SWAT training schedule as outlined in the TACSOP. Costs for Integrated Team members to attend specialized training shall be paid by the agency of the Integrated Team member(s) attending the specialized training. Each agency will follow their respective process for training approval and funding.

B. **New Member Training.** New personnel to the Integrated Team will undergo a mandatory training and or probationary period. Should personnel not meet the expectations of the SWAT Command during this training period, SWAT Command will have the option to extend the

training/probationary period or excuse the individual from the Integrated SWAT Team. If the individual is excused the agency will be required to select a new candidate within 15 days of the participant being excused.

C. **Training Documentation.** Training will be completed by the Integrated Team personnel and be documented within WVC Police Department training repository to ensure that all members complete their requisite training. Written and electronic documentation of training will be retained by WVC Police Department SWAT. If Taylorsville request documentation, it shall be provided by WVC Police Department. All agency specific training required by members' agency, such as firearms qualification, will be the responsibility of the respective team member to ensure its completion.

D. **Training outreach and Informational Training.** Members of the Integrated Team agree to supplement their specific agencies in outreach or informational training to patrol officers so that they understand the role of the Integrated Team. Additionally, if requested, Integrated Team members agree to provide yearly formal training to participating agencies regarding a host of crisis response scenarios and applicable knowledge for officers who may encounter these situations in the field.

8. **Administrative**

A. **Use of Force Reviews:** WVC and Taylorsville personnel will document any Use of Force per their individual policies. When the incident is completed, each party will complete the appropriate reports and enter them into their records management system. Report requirements are outlined in the TACSOP.

B. **Law Enforcement Transparency.** Utah law requires all state or municipal law enforcement agencies report annually specific information to the Commission on Criminal and Juvenile Justice. The Commission on Criminal and Juvenile Justice has provided a form which captures

the required information. The form is completed through UCJIS. Further information can be found in 77-7-8.5 Utah Code Annotated. SWAT Command or designee with be responsible for ensuring the proper documentation is completed in accordance with the law. SWAT Command will capture any required information of operations that occur in Taylorsville jurisdiction to satisfy the law.

C. **Audits and Statistical Information Collection.** Integrated Team leadership will collect applicable data and perform audits as required by the TACSOP.

9. **Non-Funding**

A. **Funding.** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each party's fiscal year, which is June 30th. Each Party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes. effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other charges of any kind whatsoever to the Parties and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

B. **Payment Remittance.** At the beginning of this Agreement a payment of $5,000.00 will be remitted to WVC by Taylorsville City. At the beginning of

every fiscal year, payment of $10,000.00 will be remitted to WVC by Taylorsville City. These funds are to cover the associated costs of vehicle maintenance/repairs, intelligence gathering, fuel charges and other soft costs. If the agreement is terminated during the fiscal year, a pro-rated amount will be returned to Taylorsville City.

10. **Notices.** Any official notice required or permitted to be given hereunder shall be deemed sufficient if given to the city recorder: (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited via mail service, postage prepaid, and certified and addressed to the Parties as set forth below.

WVC: Nicole Camac
City Recorder
3600 Constitution Blvd
West Valley City, 84119

With a copy to: Bradley Jeppsen
Public Safety Attorney
3600 Constitution Blvd
West Valley City, 84119

Taylorsville City: _____

_____

_____

11. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing during any such litigation, the WVC and Taylorsville City shall continue to provide integrated SWAT services in accordance with the terms of this Agreement.

12. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

13. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

14. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

15. **Time.** Time is of the essence.

16. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

17. **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 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.

18. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

19. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

20. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one

and the same instrument.

22. **Approval by Attorney.** This Agreement shall be submitted to the authorized attorneys for the WVC and Taylorsville City for approval in accordance with Utah Code Ann.§ 11-13- 202.5(3).

23. **No Interlocal Entity.** Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that they do not by this Agreement create an interlocal entity.

IN WITNESS WHEREOF, the WVC, by resolution of its Council, a certified copy of which is attached hereto. caused this Agreement to be signed by its chief executive officer or designee and attested by its clerk. and Taylorsville City by resolution duly adopted by its municipal council. a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

TAYLORSVILLE CITY

Kristie S Overson

_____

MAYOR

CITY OF TAYLORSVILLE INCORPORATED SEAL JULY 1, 1996 STATE OF UTAH

ATTEST:

James Brooks

_____

CITY RECORDER

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $273,485.00 |
| Funding Source: | CDBG Monies |
| Account #: | CIP Account |
| Budget Opening Required: | Yes |

**ISSUE:**

Award a contract for replacement of the playground, addition of a concrete ramp into the playground and an all-inclusive impact surfacing at Country Meadows Park.

**SYNOPSIS:**

The playground at Country Meadows Park is over 27 years old and needs to be replaced. The Parks and Recreation Department has received CDBG funding to pay for its replacement.

**BACKGROUND:**

Country Meadows Park was built in 1995. Due to use, weather and age, the playground in Country Meadows currently is in need of replacement. In 2022, Parks and Recreation applied for and received CDBG funding for the replacement of the Country Meadows Park playground. At over 27 years of age, this is one of the oldest playgrounds in West Valley City and has needed to be replaced for several years. As part of the playground replacement, the impact surfacing will be changed from sand to artificial turf and a ramp will be installed to better facilitate entrance into the playground by those with mobility challenges. Outdoor exercise equipment will also be added as we have been doing in our newly constructed parks. Garret Parks and Play has State of Utah purchasing contract number MA2568 for playgrounds. They will be supplying and installing the playground and other related amenities.

**RECOMMENDATION:**

City staff recommends approval of the resolution to award the contract of $273,485.00 to Garret Parks and Play for the replacement of the playground and installation of other related amenities at Country Meadows Park.

**SUBMITTED BY:**

Nancy Day, Parks and Recreation Director
Jason Erekson, Assistant Parks and Recreation Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM GARRETT PARKS AND PLAY FOR COUNTRY MEADOWS PARK.**

**WHEREAS,** the City desires to purchase and install playground equipment at Country Meadows Park (the "Equipment"); and

**WHEREAS,** Garrett Parks and Play holds the state contract to provide said Equipment; and

**WHEREAS,** an agreement (the "Agreement") has been prepared by and between the City and Garrett Parks and Play setting forth the terms on which said Equipment shall be purchased, provided, installed, and maintained; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the execution of the Agreement and the purchase of said Equipment from Garrett Parks and Play.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Garrett Parks and Play for an amount not to exceed $273,485 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, the Agreement and any other documents necessary to complete said purchase, subject to final approval of said documents by 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 Garrett Parks and Play (hereinafter, "Contractor"), a Utah corporation, 850 West Quaking Aspen Drive, Murray, Utah 84123. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City requires the installation of certain playground equipment at Country Meadows Park (the "Work"); and

**WHEREAS**, the City issued a request for proposals seeking qualified entities to perform said Work; and

**WHEREAS**, the City has selected Contractor to perform said Work.

**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 and install the equipment listed in Exhibit "A" at Country Meadows Park.

2. **Contractor's Services.** Contractor shall provide and install the equipment listed in the Scope of Work attached hereto and incorporated herein as Exhibit "A."

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering parts and labor for the Work for a term of _____.

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 $273,485.00. Half of this amount shall be payable at the commencement of the

Work and half shall be payable upon the City's inspection and acceptance of the completed Work.

**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. Completion Date and Term.** The Work shall be completed no later than _____. Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.

**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: Garrett Parks and Play
850 West Quaking Aspen Drive
Murray, Utah 84123

**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, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability 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) arising out of, or in consequence of, the 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 $2,000,000, 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 $2,000,000.

**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 $2,000,000.

**E.** **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.

**F.** **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.** **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.

**18.** **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.

**19.** **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.

**20.** **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.

**21.** **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.

**22.** **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.

**23.** **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.

**24.** **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.

**25. Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

**26. 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 5/11/2023

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 Garrett Parks and Play and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

_____

Notary Public

**EXHIBIT A**

**SCOPE OF WORK**

# Estimate

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT** | COUNTRY MEADOWS PARK-WEST VALLEY CIT\ | **DRAWING** | N/A | **ESTIMATE** | 22322-3 |
| **BILL TO** | WEST VALLEY CITY | **SHIP TO** | JASON EREKSON | **OPTION** | 3 |
| | | | COUNTRY MEADOWS PARK | **DATE** | 5/8/2023 |
| | WEST VALLEY, UT 84120 | | WEST VALLEY, UT 84120 | **EXPIRES** | 7/7/2023 |
| | JASON.EREKSON@WVC-UT.GC | | JASON.EREKSON@WVC-UT.GC | | |

| ITEM | DESCRIPTION | QTY | AMOUNT |
|---|---|---|---|
| 1001 PLAY STRUCTURE | 714S654J: KIDS CHOICE MEGATOWER SALE STRUCTURE | 1.00 | $ 64,999.00 |
| 1003 FREESTANDING PLAY | CYCLOCONE PLUS CLIMBER SPINNER | 1.00 | $ 17,174.00 |
| 1003 FREESTANDING PLAY | 5" OD ARCH SWING, BELT SEAT, GENERATION SEAT | 1.00 | $ 3,664.00 |
| 1003 FREESTANDING PLAY | MIRACLE MUSEUM GRAND GALLERY | 1.00 | $ 14,283.00 |
| 1003 FREESTANDING PLAY | MIRACLE MUSEUM DYNAMICS LAB | 1.00 | $ 5,619.00 |
| 1003 FREESTANDING PLAY | MIRACLE MUSEUM ODYSSEY HALL | 1.00 | $ 8,419.00 |
| 1003 FREESTANDING PLAY | MIRACLE MUSEUM SPINATORIUM | 1.00 | $ 1,128.00 |
| 1003 FREESTANDING PLAY | MIRACLE MUSEUM TRANQUILITY CORNER, 2 SENSORY PANELS | 1.00 | $ 4,097.00 |
| 6003 INSTALLATION | INSTALLATION OF OPTION 3 | 1.00 | $ 39,270.00 |
| 6009 SITE PREPARATION | TAKE OUT SAND, PROVIDE AND INSTALL COMPACTED ROAD BASE, PUT IN RAMP | 1.00 | $ 15,400.00 |
| 2004 OTHER SURFACING | PLAY TURF, 3,100 SF, 8' FALL HEIGHT | 3,100.00 | $ 57,428.00 |
| | | | $ - |
| 4003 FITNESS EQUIPMENT | UBX289-01: UPRIGHT BIKE (WITH RESISTANCE) | 1.00 | $ 2,595.00 |
| | | | $ - |
| 4003 FITNESS EQUIPMENT | UBX292-01: STEPPER (ADJUSTABLE RESISTANCE) | 1.00 | $ 6,995.00 |
| | | | $ - |
| 4003 FITNESS EQUIPMENT | SGR048C-03: 2 PERSON COMBO LAT PULL & VERTICAL PRESS | 1.00 | $ 4,995.00 |
| 4003 FITNESS EQUIPMENT | SGR076-03K: 6 PERSON STATIC COMBO | 1.00 | $ 8,495.00 |
| 4003 FITNESS EQUIPMENT | GREENFIELDS FREIGHT | 1.00 | $ 2,750.00 |
| 6003 INSTALLATION | INSTALLATION OF GREENFIELDS ITEMS | 1.00 | $ 4,950.00 |
| 6009 SITE PREPARATION | SITE PREP FOR FITNESS EQUIPMENT: EXCAVATION, BORDERS, COMPACTED STONE BASE | 1.00 | $ 5,500.00 |
| 2004 OTHER SURFACING | 434 SF TURF FOR UNDER FITNESS EQUIPMENT | 434.00 | $ 5,724.00 |
| | | | $ - |

## Thank You

*Thank you for choosing Garrett Parks and Play for your recreation equipment needs. We sincerely appreciate your business!*

| | |
|---|---|
| **SUBTOTAL** | $ 273,485.00 |
| **SALES TAX** | $ - |
| **OFFLOAD** | $ - |
| **TOTAL** | **$ 273,485.00** |

# Estimate

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT** | COUNTRY MEADOWS PARK-WEST VALLEY CIT\ | **DRAWING** | N/A | **ESTIMATE** | 22322-3 |
| **BILL TO** | WEST VALLEY CITY | **SHIP TO** | JASON EREKSON | **OPTION** | 3 |
| | | | COUNTRY MEADOWS PARK | **DATE** | 5/8/2023 |
| | WEST VALLEY, UT 84120 | | WEST VALLEY, UT 84120 | **EXPIRES** | 7/7/2023 |
| | JASON.EREKSON@WVC-UT.GC | | JASON.EREKSON@WVC-UT.GC | | |

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| | | | $ - |

## Thank You

*Thank you for choosing Garrett Parks and Play for your recreation equipment needs. We sincerely appreciate your business!*

| | |
|---|---|
| **SUBTOTAL** | $ 273,485.00 |
| **SALES TAX** | $ - |
| **OFFLOAD** | $ - |
| **TOTAL** | **$ 273,485.00** |

## Questions about your Estimate? Contact us!

*P.O. Box 57426, Murray, UT 84157*
*1 (800) 748-4608 / (801) 265-8443*
*angela@garrettplay.com*

## Notes

**SALES TAX**

*Sales Tax (if applicable) is subject to change based on purchase location and order date. Final Sales Tax amount will be reflected on invoice(s).*

**FREIGHT**

*Freight costs are included in these prices.*

**PAYMENT / PERFORMANCE BOND**

*Payment and/or performance bond costs are not included in this estimate. If a payment and/or performance bond is required to complete this project, the cost will be added to this estimate or will result in a change order.*

| | |
|---|---|
| Item #: | |
| Fiscal Impact: | $80,000 |
| Funding Source: | Sanitation Fund |
| Account #: | 27-7560-40310 |
| Budget Opening Required: | Yes |

**ISSUE:**

A resolution authorizing Amendment No. 3 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement with Ace Recycling and Disposal

**SYNOPSIS**:

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

**BACKGROUND**:

The City's current agreement with Ace Disposal includes an automatic price increase of 2.5% per year for residential solid waste collection, recycling, bulky waste collection and the Neighborhood Dumpster Program to cover the increasing cost of doing business.

In the last couple of years, the rate of inflation has outpaced the fee increase built into the contract. To address inflating costs last year, Ace requested an additional 2.5% increase, which took effect July 1, 2022.

The rate of inflation growth has since slowed from over 8% to 5% year over year but has still outpaced the 2.5% fee increase in the contract. Ace has again requested a price increase from the City of an additional 2.5%. It is estimated that this increase will cost the City approximately an additional $80,000.

**RECOMMENDATION**:

Approve amendment No. 3 to contract with Ace Recycling and Disposal

**SUBMITTED BY:**
Dan Johnson, Public Works Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT BETWEEN WEST VALLEY CITY AND ACE DISPOSAL INC.**

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

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

**WHEREAS,** an amendment to the Agreement has been prepared for execution by and between the City and ACE, a copy of which is attached hereto and entitled "Amendment No. 3 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement" (hereinafter, the "Amendment"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

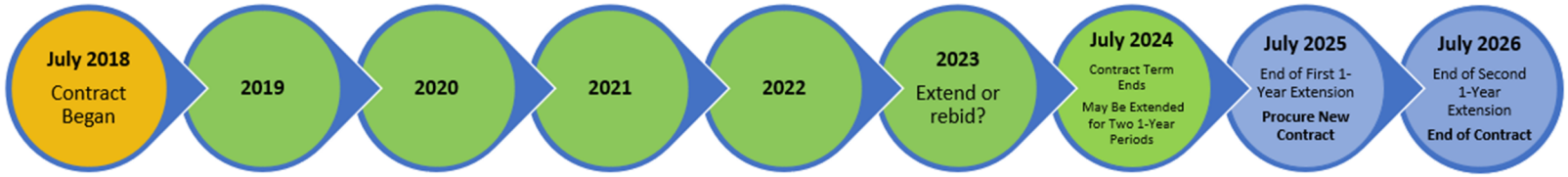
WEST VALLEY CITY

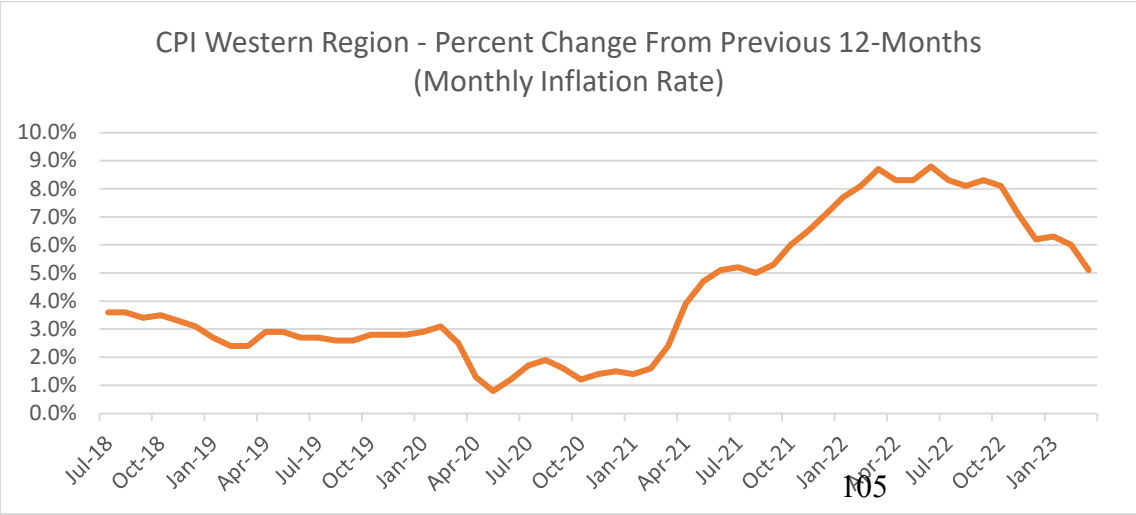
_____
MAYOR

ATTEST:

_____
CITY RECORDER


$3,200,000.00
$3,100,000.00
$3,000,000.00
$2,900,000.00
$2,800,000.00
$2,700,000.00
$2,600,000.00
$2,500,000.00
$2,400,000.00
$2,300,000.00
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
Cumulative CPI Growth Averaged Over Fiscal Years
Requested Additional 2.5% Increase – July 2023
Additional 2.5% Increase – July 2022
Original Annual 2.5% Increase
2018/2019
2019/2020
2020/2021
2021/2022
2022/2023
2023/2024
2024/2025
2025/2026
Ace Cumulative If No Action
Ace Proposed Cumulative
Ace Modified
CPI Cumulative Growth
Ace Proposed Cumulative
Ace Original Cumulative


July 2018
Contract Began
2019
2020
2021
2022
2023
Extend or rebid?
July 2024
Contract Term Ends
May Be Extended for Two 1-Year Periods
July 2025
End of First 1-Year Extension
Procure New Contract
July 2026
End of Second 1-Year Extension
End of Contract


CPI Western Region - Percent Change From Previous 12-Months
(Monthly Inflation Rate)
10.0%
9.0%
8.0%
7.0%
6.0%
5.0%
4.0%
3.0%
2.0%
1.0%
0.0%
Jul-18
Oct-18
Jan-19
Apr-19
Jul-19
Oct-19
Jan-20
Apr-20
Jul-20
Oct-20
Jan-21
Apr-21
Jul-21
Oct-21
Jan-22
Apr-22
Jul-22
Oct-22
Jan-23

**AMENDMENT NO. 3 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT**

This Amendment No. 3 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement (the "Amendment") is entered into this ____ day of _____, 2023, by and between West Valley City, a municipal corporation of the State of Utah (the "City"), and Ace Disposal, Inc., a Utah corporation (the "Contractor"), (collectively the City and Contractor are referred to as the "Parties").

**WITNESSETH**

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

**WHEREAS**, the Parties desire to amend the Agreement to include an additional rate increase for 2023-2024 only; and

**NOW THEREFORE**, in consideration of the covenants and promises contained in this Amendment No. 3, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** This Amendment shall amend Subsection 22.02 of Exhibit A of the Agreement to include an additional rate increase for contract year 2023-24.

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

22.02 Modification to Rates. The compensation payable to the Contractor for residential solid waste collection, recycling, bulky waste, and the Neighborhood Dumpster Program set forth in Exhibit A-1 shall be increased 2.5% annually for the second and subsequent contract years, to compensate the Contractor for operational cost increases. For contract years July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024 only, the compensation shall be increased by an additional 2.5%. The Contractor may petition the City for additional rate adjustments based on revised laws and ordinances, or new government regulations and fees. The City shall approve or deny any requested adjustment at the City's sole and absolute discretion.

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

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

**IN WITNESS WHEREOF**, the Parties have duly executed this Amendment No. 3 on the date first written.

WEST VALLEY CITY

_____
Mayor

ATTEST:

Approved as to form 5/17/2023
Brandon Hill

_____
City Recorder

ACE DISPOSAL, INC.

_____
By:
Title: _____

State of _____)
:ss
County of _____)

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

_____
Notary Public

**Item:**
**Fiscal Impact:** $360,000
**Funding Source:** Class C Roads
**Account No:** 11-7582-40750-75284

**Budget Opening Required: No**

**ISSUE:**

A resolution authorizing the City to award a construction contract for the 2023 Micro-surface Project.

**SYNOPSIS:**

The lowest responsible bid was received by Intermountain Slurry Seal, Inc. in the amount of $332,350.00.

**BACKGROUND:**

The bid opening for the 2023 Micro-surface Project was held on May 2, 2023. This project consists of placing a microsurfacing treatment on both 3200 West and 3600 West between 4100 and 4700 South.

Intermountain Slurry Seal, Inc. is the only contractor that submitted a bid for this project in the amount of $455,163. The original bid documents included lane striping, but after reviewing the bid prices for striping, both the city and Intermountain Slurry Seal agreed to eliminate striping from the contract. The city will handle the striping independent from this contract upon completion of the microsurfacing treatment. The adjusted bid price to be considered for the award is $332,350.

**RECOMMENDATION:**

Award the contract to Intermountain Slurry Seal, Inc. in the amount of $332,350 and authorize the Public Works Department to spend up to $360,000 on potential change orders.

**SUBMITTED BY:**

Coby Wilson, City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION AWARDING A CONTRACT TO INTERMOUNTAIN SLURRY SEAL, INC. FOR THE 2023 MICROSURFACE PROJECT.**

**WHEREAS,** West Valley City solicited bids in accordance with state law to perform the 2023 Microsurface Project (the "Project"); and

**WHEREAS,** Intermountain Slurry Seal, Inc. (hereinafter, "Contractor") submitted the lowest responsive and responsible bid; and

**WHEREAS,** the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor to construct the Project.

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

1. The contract to construct the Project is hereby awarded to Contractor in the amount of $332,350.00, with a total authorization not to exceed $360,000.00 for the Project, inclusive of change orders.

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

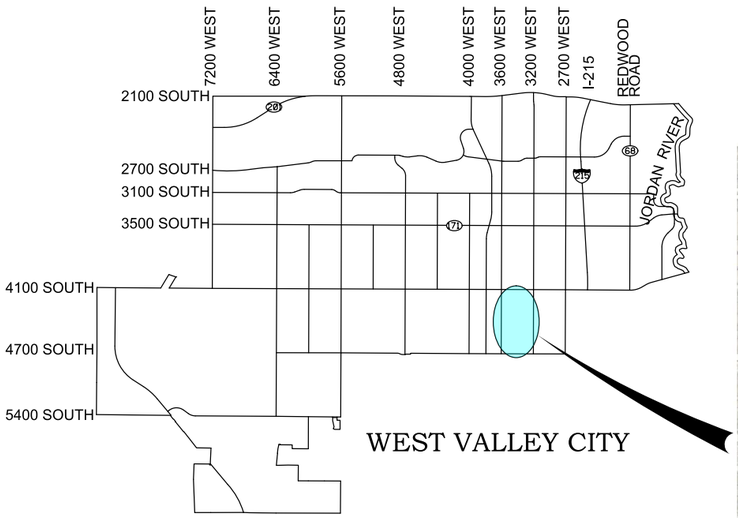
**West Valley City, Utah - Bid Tabulation Summary**
**2023 Microsurfac Project CCR 482**
**Bid Opening Date:** 5/2/2023

| | **Bid Totals** | **City Provider Preference** (1%) | **Other Prefs.** (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%) | **Total Bid Evaluation Preference Reduction** | **Bid Evaluation Total with Preference Reduction** (Used Only for Determination of Low Bidder) |
|---|---|---|---|---|---|
| **Engineer's Estimate** | $ 307,000.00 | | | | |
| **Response 1** | $ 332,350.00 | $0.00 | ($3,323.50) | ($3,323.50) | ***$329,026.50*** |
| **Intermountain Slurry Seal, Inc** | | 0% | -1% | | |

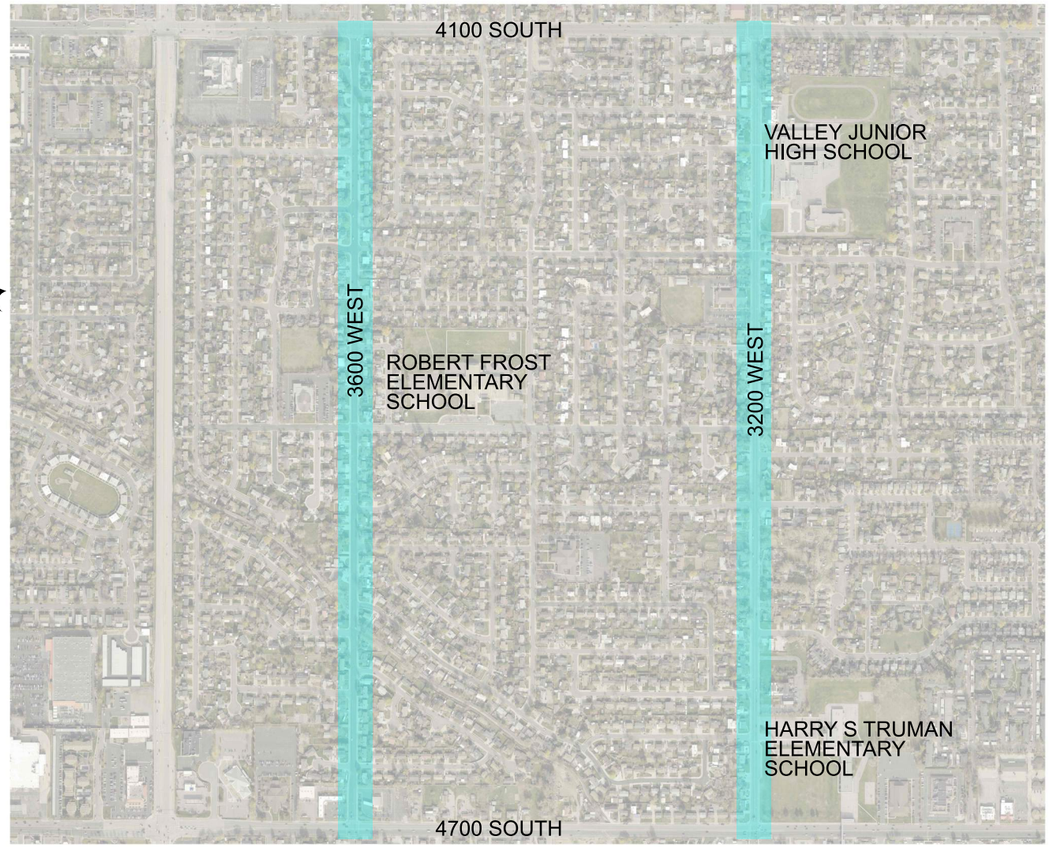
# WEST VALLEY CITY

## PUBLIC WORKS DEPARTMENT
## ENGINEERING DIVISION

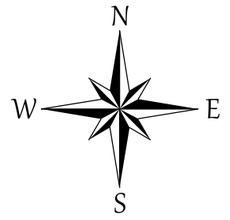
# 2023 MICRO-SURFACE PROJECT
## 3200 WEST & 3600 WEST
## WVC ENG CCR-482

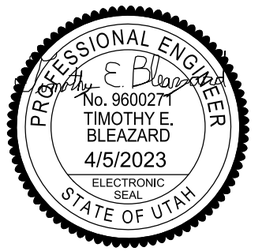



| DRAWING INDEX | |
|---|---|
| SHEET No. | DESCRIPTION |
| | COVER SHEET |
| AB-1 | ABBREVIATION, LEGEND AND NOTES |
| SC-1 | SURVEY CONTROL & ALIGNMENT PLAN |
| RD-1 TO RD-18 | ROADWAY |




PROJECT LOCATION




Timothy E. Bleazard
PROJECT ENGINEER




APPROVED

Coby S. Wilson
WEST VALLEY CITY ENGINEER

| | |
|---|---|
| Fiscal Impact: | NA |
| Funding Source: | NA |
| Account #: | NA |
| Budget Opening Required: | No |

**ISSUE:**

A resolution for the acceptance of a Warranty Deed.

**SYNOPSIS:**

Delgado & Sons Trucking, LLC, a Utah limited liability company has signed a Warranty Deed for property located at 6311 W. SR-201 South Frontage Road (14-23-100-005) which is the site for the expansion of Delgado & Sons Trucking.

**BACKGROUND:**

The Delgado & Sons Trucking, LLC expansion project is located on the south side of the SR-201 South Frontage Road at 6311 West. As a condition of approval of the project, conveyance of additional SR-201 South Frontage Road right-of-way was required.

**RECOMMENDATION:**

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

**SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING A WARRANTY DEED FROM DELGADO AND SONS TRUCKING, LLC FOR PROPERTY LOCATED AT 6611 WEST SR-201 SOUTH FRONTAGE ROAD.**

**WHEREAS**, Delgado and Sons Trucking ("Owner") is developing property located at 6611 West SR-201 South Frontage Road (the "Project"); and

**WHEREAS**, a Warranty Deed (the "Deed") is required to convey right of way currently owned by Owner in order to construct the Project; and

**WHEREAS,** Owner has executed said Deed; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Space above for County Recorder's use

Portion of PARCEL I.D. #**14-23-100-005**

## WARRANTY DEED

**Delgado & Sons Trucking, LLC, a Utah limited liability company**, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a strip of land in fee, located at **6311 W. SR-201 South Frontage Road**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

COMMENCING AT FLAT BRASS CAP MONUMENT AT THE INTERSECTION OF SR-201 SOUTH FRONTAGE ROAD AND S 6755 W, WHENCE A FLAT BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 23, BEARS SOUTH 39°41'13" EAST A DISTANCE OF 3,823.45 FEET, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE SOUTH 89°52'31" EAST A DISTANCE OF 2,906.41 FEET; THENCE NORTH 00°13'30" WEST A DISTANCE OF 1,373.00 FEET; THENCE NORTH 00°13'30" WEST A DISTANCE OF 324.01 FEET TO A POINT ON A CURVE SAID POINT BEING RECORDED AS BEING ON THE SOUTH LINE OF STATE ROAD COMMISSION RIGHT OF WAY FRONTAGE ROAD, ALSO BEING LOCATED 730.478 FEET NORTH 0°13'30" WEST 484.838 FEET SOUTH 76°31' EAST AND 1351.068 FEET NORTH 0°13'30" WEST FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SLAT LAKE BASE AND MERIDIAN PER ENTRY NUMBER 12906494 ON RECORD AT THE SALT LAKE COUNTY RECORDERS OFFICE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING CENTRAL ANGLE OF 02°35'25" A RADIUS OF 5,608.58 FEET, AN ARC LENGTH OF 253.57 FEET AND A CHORD BEARING OF NORTH 65°14'42"

EAST A DISTANCE OF 253.54 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13'30" EAST A DISTANCE OF 3.49 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°35'33" A RADIUS OF 5,605.98 FEET, AN ARC LENGTH OF 253.66 FEET AND A CHORD BEARING OF SOUTH 65°11'54" WEST A DISTANCE OF 253.64 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'30" WEST A DISTANCE OF 3.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 830 SQ. FT. OR 0.019 ACRES.

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

WITNESSED the hand of said GRANTOR this 2nd day of May, 2023.

GRANTOR
**Delgado & Sons Trucking, LLC,**
**a Utah limited liability company**

**By:** Roberto Delgado
**Title:** owner

State of Utah )
:ss
County of Salt Lake )

On this 2nd day of May, 2023, personally appeared before me Roberto Junior Delgado, 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 Owner of **Delgado & Sons Trucking, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

VERONICA TOVAR
Notary Public - State of Utah
Comm. No. 717474
My Commission Expires on
Mar 29, 2025

Notary Public



MAY2023

# WVC Parks & Recreation

# Project Update

## Building Communities







# Value of Parks & Green Infrastructure

**Environmental**

- Benefits to water, air, land & wildlife

**Health & Wellness**

- Benefits to physical & mental health of the community

**Social**

- Benefits to social cohesion, public safety & education

**Economic**

- Benefits to workforce & business development

**The Value of Play**

- Confidence
- Self-Esteem
- Interaction
- Social Skills
- Coping Skills
- Cognitive Skills






Parks have community power

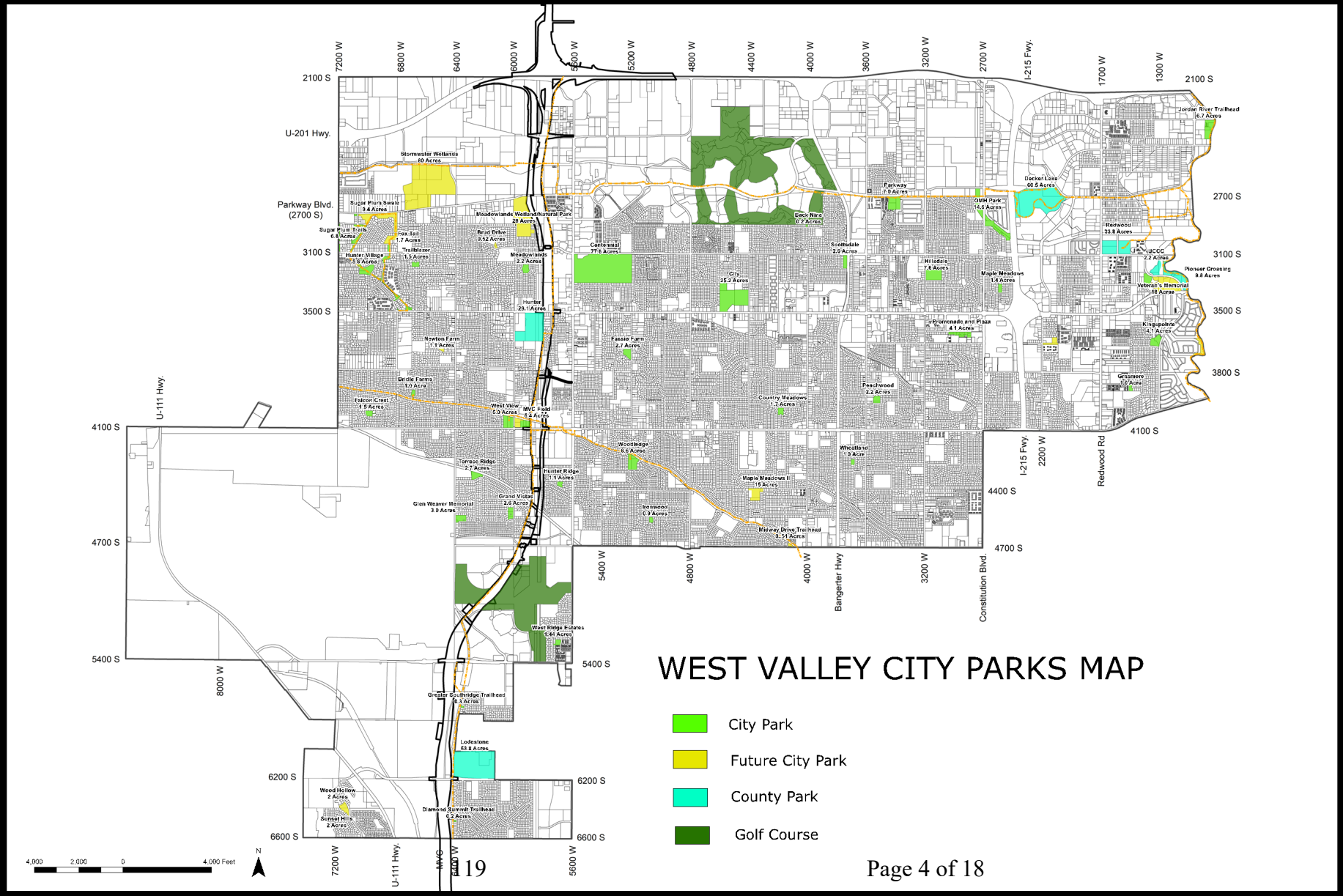
# WVC Park Distribution

**GOAL:**
**10-minute walk to a Park**

NATIONAL PERFORMANCE STANDARDS:

Park Acreage per 1000 residents: 1,566
WVC = 374 with Current Construction & SLCO Parks

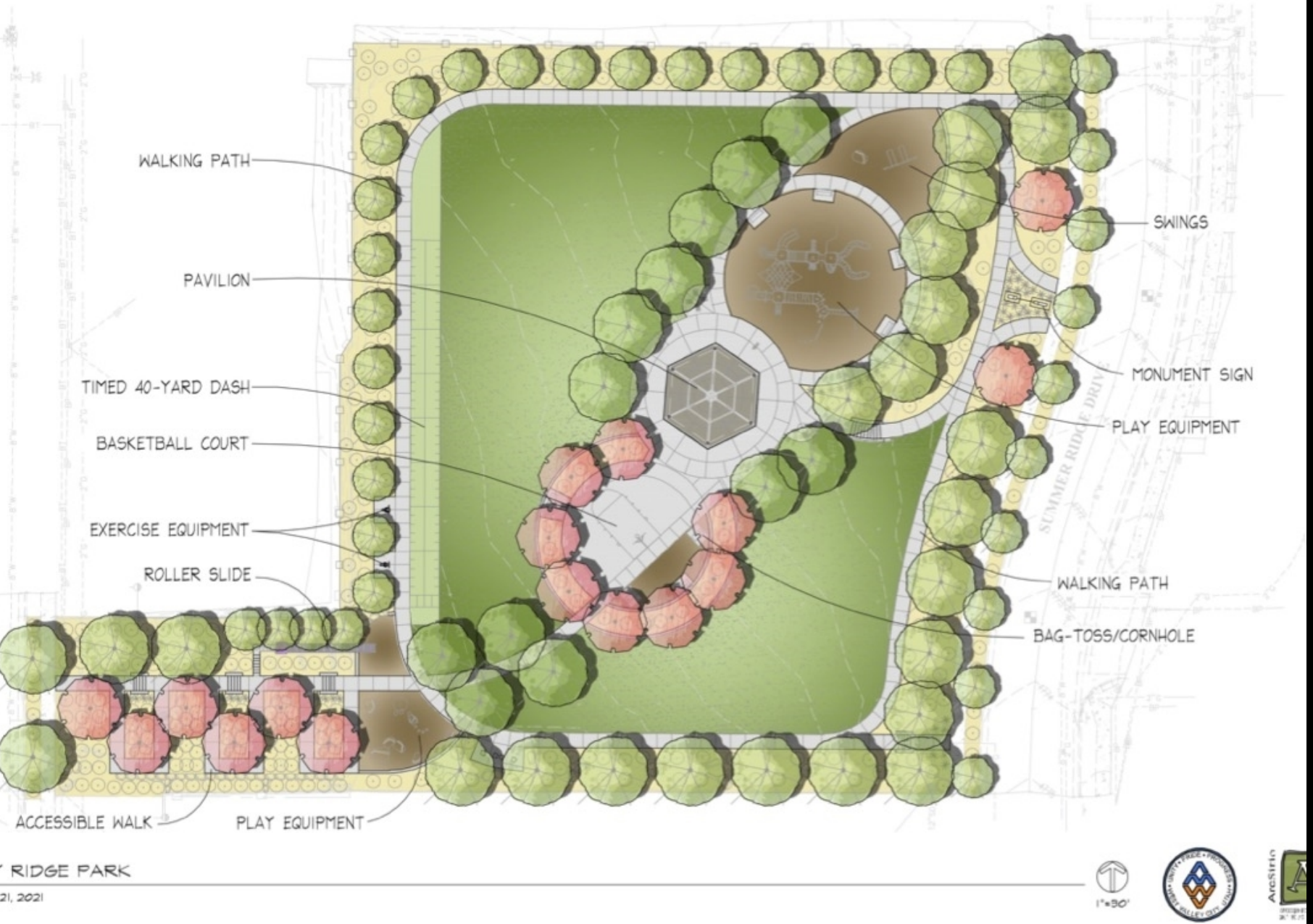
Number of Parks (1 per 2,287 residents) : 63
WVC = 43 with Current Construction & SLCO Parks





# RC Crawler Course

- Centennial Park
- $4,000
- Funding:  Operations Budget
- Estimated Completion:  Early June 2023



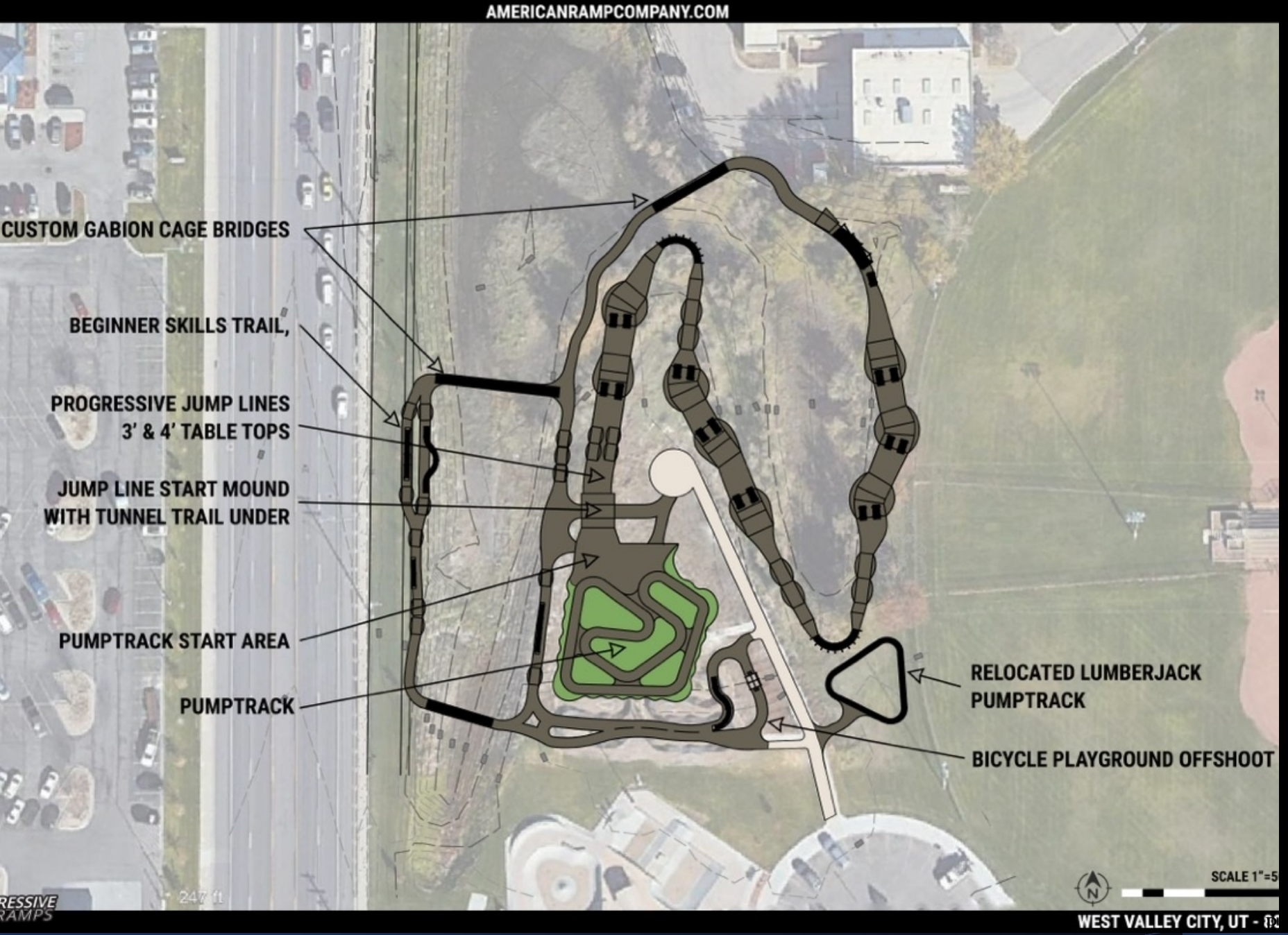

# Rocky Ridge Park
## 5200 South Summer Ridge Dr. (5700 West)

- 1.44 Acres
- $887,000
- Funding: Impact Fees
- Estimated Completion: June 2023




# West View Expansion
## 4100 South 6000 West

- 1 Acre
- $666,500
- Funding: Utah Outdoor Recreation Grant + Impact Fees
- Challenge Course Equipment Ordered
- Estimated Completion: August 2023




# Centennial Bike Park Final Phase: Centennial Park

- $1,200,544.51
- Funding: Community Development Block Grant
- Completion Date: August 2023











# Country Meadows Playground Replacement
## 4175 W 3980 S

- $300,000
- Funding:  Community Development Block Grant
- Estimated Completion: August 2023





# Pickleball Complex & Skate Park Lighting

- Centennial Park
- $372,230
- Funding:  TRCC Funds + City Match
- Estimated Completion:  August/September 2023

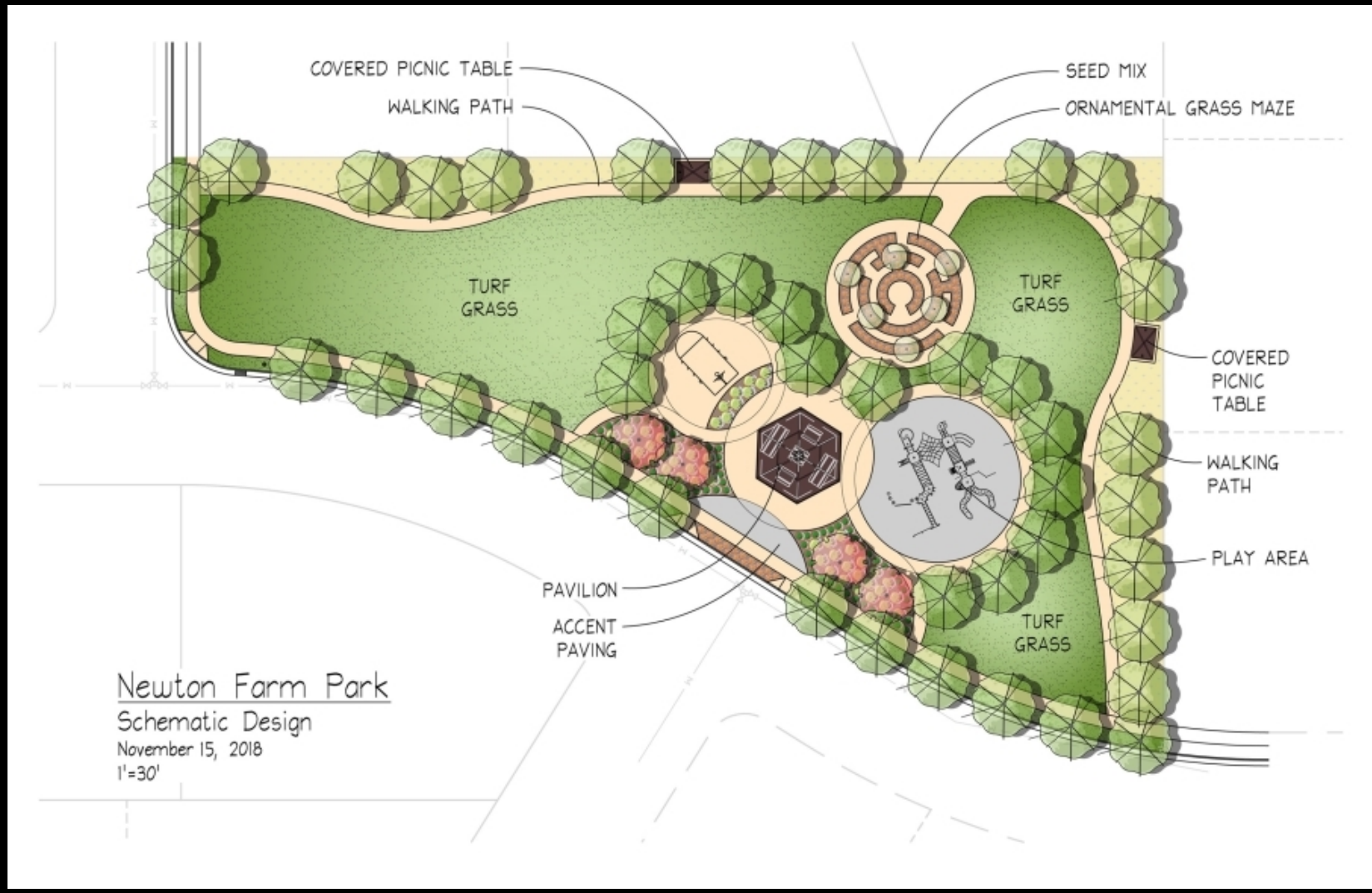
# Sunset Hills
# Wood Hollow Park
## 6300 South Oquirrh Mesa Dr. (7000 West)

- 3.09 Acres
- $1,854,000
- Funding: Impact Fees
- Estimated Completion:  Summer 2024



# Newton Farms Park
## 3600 South Newton Farms Dr. (6555 West)

- 1.095 Acres
- $750,000
- Funding: Impact Fees
- Construction to Begin 2024/25 pending funding



# Wetland/Stormwater Park
## 6400 West Parkway Blvd

- 72 Acres
- Seeking Funding
  - Received $2 Million ARPA Grant
  - Received $750,000 UORG Funds
- Partnerships
  - Granite School District, GTI
  - USU Agricultural Department
  - Other Non-Profits
- Estimated Completion: Funding Based



# SLCO Park Projects in WVC

- Regional Trail
  - $10 Million Allotment for SLCO Projects
  - Riter Canal Trail – Crosstown Trail
  - Utah/Salt Lake Canal
- Lodestone Regional Park
  - Dog Park Addition
    - Waiting on Funds
- Pioneer Crossing Park – Phase 1
  - Anticipated Completion Summer 2023





# Upcoming Projects

- **Brud Drive Park**
  - .52 acres; $325,000
- **Brock Family Park**
  - 5 acres; $3.2 mil
- **OMH Power Corridor Park**
  - 16.6 acres; $6.6 mil; Rocky Mountain Power Corridor
- **Midway Trailhead Park**
  - .5 acres; $325,000
- **Veteran Memorial Park**
  - 13.81 acres; $8.2 mil
- **Sugar Plum Park**
  - 9.5 acres; $5 mil
- **UDOT Sport Field Property**
  - 14 acres; $8.4 mil
- **Jordan River West Trail Park**
  - 37.73 acres; $8 mil
- **Crosstown Trail Completion**
  - Work with Outside Agencies
  - Grant Funding

# Park Maintenance

**CITY INFORMATION:**

- 452.46 Acres Maintained
- 14 City Facility Grounds
- 7.9 miles Street Trees
- Snow Removal = 36.6 miles Sidewalks & Trails + 5,992 Parking Stalls
- 5,528 Trees
  - Value = over $4 million

**DIVISIONS:**

- Irrigation
- Turf & Agronomy
- Facilities & Construction
- Forestry/Horticulture

**STAFFING:**

- 16 Full-Time
- 12 Seasonal
- 8 Park Caretakers
- Contractor Services







May 18, 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 24, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| May 24, 2023<br>*Wednesday* | Pop Up Play at Hump Day Buffet, 7 PM; Fairbourne Station Promenade |
| May 24, 2023<br>*Wednesday* | Shania Twain, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| May 26, 2023<br>*Friday* | Season Ovations & Artie Awards, 7:30 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr |
| May 27-29, 2023<br>*Saturday – Monday* | Centennial Outdoor Pool Open for Memorial Day Weekend, 12 – 6 PM; 5355 W 3100 S |
| May 29, 2023<br>*Monday* | Memorial Day/City Office's Closed |
| May 29, 2023<br>*Monday* | Memorial Day Program, 11 AM; Utah Veterans Memorial Park, 3234 S Cultural Center Dr |

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| May 29, 2023<br>*Monday* | Kealoha Educational Program Opens, 4 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr |
| May 30, 2023<br>*Tuesday* | Alapa Family Concert, 6 PM; UCCC, 1355 W 3100 S |
| May 31, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| May 31, 2023<br>*Wednesday* | Crossing Guard Awards Banquet, 5:30 PM; UCCC, 1355 W 3100 S |

## June 2023

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|---|---|
| June 2, 2023<br>*Friday* | Community First Friday: Rocio Cisneros Exhibit Art Talk, 6 PM; UCCC, 1355 W 3100 S |
| June 3, 2023<br>*Saturday* | Centennial Outdoor Pool Opens for Summer |
| June 3, 2023<br>*Saturday* | Matchbox Twenty, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| June 3, 2023<br>*Saturday* | Subtronics, 8 PM; Maverik Center, 3200 S Decker Lake Dr |
| June 5, 2023<br>*Monday* | ARTrageous Thought Leaders Live with John Sweeney, 6 PM; West Valley Performing Arts, 3333 S Decker Lake Dr |
| June 6 – July 1 | Puffs Production; West Valley Performing Arts, 3333 S Decker Lake Dr |
| July 7, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| June 7, 2023<br>*Wednesday* | Pop Up Play at Hump Day Buffet, 6:30 PM; Fairbourne Station Promenade, 3590 S Market Street |
| June 8 – July 1, 2023 | Puffs; West Valley City Performing Arts Center, 3333 Decker Lake Dr |

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| June 8, 2023<br>Thursday | WVPAC Gallery Exhibit: Puffs Exhibit Opening, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr |
| June 8, 2023<br>*Thursday* | Movie in the Park – Top Gun, Starts at Dusk; Centennial Park, 5405 W 3100 S |
| June 10, 2023<br>*Saturday* | Project Cornucopia, 10 AM – 2 PM; Granger Community Christian Church, 3232 W 4100 S |
| June 10, 2023<br>*Saturday* | MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| June 10, 2023<br>*Saturday* | Salt Lake Men's Choir Concert, 6 PM; UCCC, 1355 W 3100 S |
| June 11, 2023<br>*Sunday* | Doobie Brothers, 7:30 PM; Maverik Center, 3200 S Decker Lake Dr |
| June 12 – August 4 | Summer Lunch Program, 10 AM – 1 PM; Multiple Parks Depending on Granite School personnel |
| June 12, 2023<br>*Monday* | Bangerter 4100 S. to California Ave. Public Hearing, 6-7 PM; Zoom Webinar |
| June 12, 2023<br>*Monday* | ARTrageous Thought Leaders Live with Jenny Barlow, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr |
| June 13 – August 3 | SPARK Begins during Lunch Program (Tuesday, Wednesday, Thursday), time will vary depending on When Granite starts lunch in the park |
| June 13, 2023<br>*Tuesday* | Garbage & Noel Gallagher's High-Flying Birds, 7 PM; USANA, 5150 Upper Ridge Rd |
| June 14, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| June 14, 2023<br>*Wednesday* | Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W |

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| June 14, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Steet |
| June 15 – 18, 2023<br>*Thursday - Sunday* | WestFest Celebration; Centennial Park, 5405 W 3100 S |
| June 15, 2023<br>*Thursday* | Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W |
| June 15, 2023<br>*Thursday* | Movie in the Park – DC League of Super Pets, Starts at Dusk; Centennial Park, 5405 W 3100 S |
| June 16, 2023<br>*Friday* | Father's Day Breakfast, 9 AM; Harman Senior Recreation Center, 4090 S 3600 W |
| June 17, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| June 19, 2023<br>*Monday* | Juneteenth/City Office's Closed |
| June 19, 2023<br>*Monday* | Juneteenth Event, 3 PM; Utah Cultural Celebration Center, 1355 W 3100 S |
| June 20, 2023<br>*Tuesday* | My Hometown Piano Recital, 6 PM; 3835 S 2850 W |
| June 21, 2023<br>Wednesday | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| June 21, 2023<br>*Wednesday* | Hump Day Buffet Special: African Cultural Showcase, 7 PM; Fairbourne Station Promenade, 3590 S Market Street |
| June 22-24, 2023<br>*Thursday – Saturday* | Gerald Wright Classic Fastpitch Tournament, 9 AM – 6 PM ; Centennial Park, 5405 W 3100 S |
| June 22, 2023<br>*Thursday* | World's Largest Swimming Lesson, 12 PM; West Valley City Family Fitness Center, 5415 W 3100 S |
| June 22 – Oct 5, 2023 | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |

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| *Thursday* | |
| June 22, 2023<br>*Thursday* | My Hometown Piano Recital, 6 PM; 3835 S 2850 W |
| June 22, 2023<br>*Thursday* | Movie in the Park – Top Gun Maverick, Starts at Dusk; Centennial Park, 5405 W 3100 S |
| June 23, 2023<br>*Friday* | ARTrageous Theater Arts Summer Camp Performance, 7 PM; Utah Cultural Celebration Center, 1355 W 3100 S |
| June 24, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |
| June 26-30, 2023<br>*Monday-Friday* | Harman Senior Recreation Center Camp Wrinkle; Harman Senior Recreation Center, 4090 S 3600 W |
| June 26, 2023<br>*Monday* | ARTrageous Thought Leaders Live with Jim Christian, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr |
| June 26, 2023<br>*Monday* | Utah Symphony Concert, 8 PM; Utah Cultural Celebration Center, 1355 W 3100 S |
| June 28, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| June 28, 2023<br>*Wednesday* | Charlie Puth, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| June 29, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |

## July 2023

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| July 3-7, 2023<br>*Monday - Friday* | Family Week Events, More Details to Come |
| July 3, 2023<br>*Monday* | West Valley Symphony Concert, 8 PM; UCCC, 1355 W 3100 S |

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| July 4, 2023<br>*Tuesday* | Independence Day/City Office's Closed |
| July 5, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| July 6, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| July 6, 2023<br>*Thursday* | Nickelback, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| July 6, 2023<br>*Thursday* | Movie in the Park – Lightyear (Starts at Dusk); Centennial Park, 5405 W 3100 S |
| July 7, 2023<br>*Friday* | Rock Crawling Demo, Crawler Course, Time TBD; Centennial Park, 5405 W 3100 S |
| July 7, 2023<br>*Friday* | Community First Friday, 6 PM; UCCC, 1355 W 3100 S |
| July 7, 2023<br>*Friday* | Fall Out Boy, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| July 7, 2023<br>*Friday* | Skate Jam, 7-9 PM; West Valley City Skatepark, 3137 S 5600 W |
| July 7, 2023<br>*Friday* | Bryan Adams w/ Joan Jett & the Blackhearts, 7:30 PM; Maverik Center, 3200 Decker Lake Dr |
| July 9, 2023<br>*Sunday* | Slightly Stoopid, 5 PM; USANA, 5150 Upper Ridge Rd |
| July 10, 2023<br>*Monday* | Trio Los Charros Concert, 8 PM; UCCC, 1355 W 3100 S |
| July 11, 2023<br>*Tuesday* | Snoop Dogg, 6 PM; USANA, 5150 Upper Ridge Rd |
| July 11, 2023<br>*Tuesday* | Gallery Exhibit: What's on Your Plate Opens, 6 PM; UCCC, 1355 W 3100 S |

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| July 12, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| July 12, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| July 12, 2023<br>*Wednesday* | Hump Day Buffet Special: Mexican Cultural Showcase, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street |
| July 13-15, 2023<br>*Thursday – Saturday* | $1 Admission to Family Fitness Center; West Valley City Family Fitness Center, 5415 W 3100 S |
| July 13, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 13, 2023<br>*Thursday* | Gallery Exhibit: Face of Utah Sculpture XIX Opening Reception, 6 PM; UCCC, 1355 W 3100 S |
| July 13, 2023<br>*Thursday* | West Valley High School Summer Showcase Art Exhibit Opens, 6 PM; UCCC, 1355 W 3100 S |
| July 13, 2023<br>*Thursday* | Disturbed, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| July 15-18, 2023<br>*Saturday-Tuesday* | WestFest; Centennial Pak, 5405 W 3100 S |
| July 15, 2023<br>*Saturday* | Tree Planting, More Details to Come |
| July 15, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Locations in Granger |
| July 17, 2023<br>*Monday* | The Soulistics Concert, 8 PM; UCCC, 1355 W 3100 S |
| July 19, 2023<br>*Wednesday* | Pop Up Play at Hump Day Buffet, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street |

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| July 19, 2023<br>*Wednesday* | Watch Wednesday – Parks and Recreation, 6:30-7:30 PM; West View Park, 4100 South 6000 West |
| July 19, 2023<br>*Wednesday* | The Avett Brothers, 7:30 PM; Maverik Center, 3200 Decker Lake Dr |
| July 20, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 20, 2023<br>*Thursday* | 3 Doors Down, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| July 20, 2023<br>*Thursday* | Movie in the Park – Sonic the Hedgehog 2, Starts at Dusk; Centennial Park, 5405 W 3100 S |
| July 21 – 23, 2023<br>*Friday – Sunday* | WVC Summer Sizzle Mini Z Race Event; UCCC, 1355 W 3100 S |
| July 21, 2023<br>*Friday* | 50 Cent, 7 PM; Maverik Center, 3200 Decker Lake Dr |
| July 24, 2023<br>*Monday* | Pioneer Day Holiday/City Office's Closed |
| July 26, 2023<br>*Wednesday* | Senior County-wide Cornhole Tournament, 10 AM; Harman Senior Recreation Center, 4090 S 3600 W |
| July 26, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| July 27, 2023<br>*Thursday* | Luau Party, 5-7 PM; Harman Senior Recreation Center; 4090 S 3600 W |
| July 27, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| July 28, 2023<br>*Friday* | Alicia Keys, 8 PM; Maverik Center, 3200 Decker Lake Dr |
| July 31, 2023 | Coco Garcia Rumba Libre Band Concert, 8 PM; UCCC, |

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| *Monday* | 1355 W 3100 S |

## August 2023

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|---|---|
| August 1, 2023<br>*Tuesday* | National Night Out Block Parties, Various Times and Locations around the City |
| August 1, 2023<br>*Tuesday* | The Smashing Pumpkins, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 2, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 2, 2023<br>*Wednesday* | Hump Day Buffet Special: BD Howes Band, 7 PM; Fairbourne Station Promenade, 3590 Market Street |
| August 3-26, 2023 | West Side Story; West Valley City Performing Arts Center, 3333 Decker Lake Dr |
| August 3, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| August 3, 2023<br>*Thursday* | WVPAC Gallery Exhibit: West Side Story Exhibit Opening, 6 PM; WVPAC, 3333 Decker Lake Dr |
| August 3, 2023<br>*Thursday* | Luau at Centennial Outdoor Pool (Members Only Event), 6:30 - 8 PM; 5355 W 3100 S |
| August 3, 2023<br>*Thursday* | The Offspring, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 3, 2023<br>*Thursday* | Movie in the Park, Starts at Dusk; Centennial Park 5405 S 3100 S |
| August 4, 2023<br>*Friday* | U of U Healthy Start Fair, Time TBD; Centennial Park, 5415 W 3100 S |
| August 4, 2023<br>*Friday* | Community First Friday: Face of Utah Sculpture Art Talk, 6 PM; UCCC, 1355 W 3100 S |
| August 4, 2023 | Luke Bryan, 7 PM; USANA, 5150 Upper Ridge Rd |

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| *Friday* | |
| August 5, 2023<br>*Saturday* | My Hometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| August 6, 2023<br>*Sunday* | Yellowcard, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 7, 2023<br>*Monday* | National Night Out Senior Safety Fair, 9-11 AM; WVCFFC, 5415 W 3100 S |
| August 7, 2023<br>*Monday* | National Night Out Family Safety Fair, 4:30 – 6:30 PM; WVCFFC, 5415 W 3100 S |
| August 7, 2023<br>*Monday* | Ghost Re-Imperatour U.S.A with Amon Amarth, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 7, 2023<br>*Monday* | Smiling Souls Reggae Band Concert, 8 PM; UCCC, 1355 W 3100 S |
| August 8, 2023<br>*Tuesday* | Foo Fighters, 6:30 PM; USANA, 5150 Upper Ridge Rd |
| August 9, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 10, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| August 11, 2023<br>*Friday* | Dierks Bentley, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 11, 2023<br>*Friday* | ARTrageous Theater Arts Summer Camp Performance, 7 PM; UCCC, 1355 W 3100 S |
| August 11, 2023<br>*Friday* | Grupo Frontera "El Comienzo" Tour 2023, 8 PM; Maverik Center, 3200 Decker Lake Dr |
| August 12, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |

| | |
|---|---|
| August 16, 2023<br>*Wednesday* | National Night Out Harman Senior Recreation Center, 5-7 PM; 4090 S 3600 W |
| August 16, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 16, 2023<br>*Wednesday* | Godsmack and Staind, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 17, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| August 18, 2023<br>*Friday* | 103.5 The Arrow Presents Foreigner, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 18, 2023<br>*Friday* | Eslabon Armado, 8 PM; Maverik Center, 3200 Decker Lake Dr |
| August 19, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| August 23, 2023<br>*Wednesday* | Hump Day Buffet, 5-8:30 PM; 3590 Market Street |
| August 24, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| August 25, 2023<br>*Friday* | National Night Out Block Parties, Various Locations and Locations around the City |
| August 25, 2023<br>*Friday* | Mudvayne, 5:30 PM; USANA, 5150 Upper Ridge Rd |
| August 29, 2023<br>*Tuesday* | Pantera, 7 PM; USANA, 5150 Upper Ridge Rd |
| August 30, 2023<br>*Wednesday* | National Night Out SummerFest, 5:30-8:30 PM; Fairbourne Station Promenade, 3590 Market Street |
| August 31, 2023 | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |

S
*Thursday*

## September 2023

| | |
|---|---|
| September 1, 2023<br>*Friday* | Community First Friday, More Details to Come |
| September 1, 2023<br>*Friday* | Gallery Exhibit: Nigerian Association of Utah Open, 9 AM; UCCC, 1355 W 3100 S |
| September 1, 2023<br>*Friday* | The Mega-Monsters Tour: Mastodon & Gojira w/ special guest Lorna Shore, 7 PM; USANA, 5150 Upper Ridge Rd |
| September 2, 2023<br>*Saturday* | Jelly Roll, 7 PM; USANA, 5150 Upper Ridge Rd |
| September 3, 2023<br>*Sunday* | The Lumineers, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| September 4, 2023<br>*Monday* | Labor Day/City Office's Closed |
| September 4, 2023<br>*Monday* | Centennial Outdoor Pool Closes; 5355 W 3100 S |
| September 7, 2023<br>S<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 |
| September 7, 2023<br>*Thursday* | Gallery Exhibit: Weavers Guild Opens, 6 PM; UCCC, 1355 W 3100 S |
| September 7, 2023<br>*Thursday* | Gallery Exhibit: Surface Design Group Opens, 6 PM; UCCC, 1355 W 3100 S |
| September 9, 2023<br>*Saturday* | MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| September 13, 2023<br>*Wednesday* | ARTrageous Greek Theater Performance, 10 AM; UCCC, 1355 W 3100 S |

| | |
|---|---|
| September 13, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| September 14, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| September 16, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |
| September 20, 2023<br>*Wednesday* | Watch Wednesday – Community Preservation, 6:30-7:30 PM, Community Preservation Building, 4522 W 3500 S |
| September 21, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| September 22, 2023<br>*Friday* | Counting Crows, 7:30 PM; USANA, 5150 Upper Ridge Rd |
| September 23, 2023<br>*Saturday* | Sting, 8 PM; USANA, 5150 Upper Ridge Rd |
| September 23, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| September 28, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |
| September 30, 2023<br>*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 5, 2023<br>*Thursday* | Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S |

| | |
|---|---|
| October 7, 2023<br>*Saturday* | MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger |
| October 10, 2023<br>*Tuesday* | Billy Strings, 7:30 PM; Maverik Center, 3200 Decker Lake Dr |
| October 11, 2023<br>*Wednesday* | Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice |
| October 14, 2023<br>*Saturday* | Zac Brown Band, 7 PM; USANA, 5150 Upper Ridge Rd |
| October 14, 2023<br>*Saturday* | Ryan Adams w/ The Cardinals, 7:30 PM; Maverik Center, 3200 Decker Lake Dr. |
| October 17, 2023<br>*Tuesday* | Shinedown, 6:50 PM; USANA, 5150 Upper Ridge Rd |
| October 20, 2023<br>*Friday* | Hozier: Unreal Unearth Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr |
| October 21, 2023<br>*Saturday* | MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger |
| October 28, 2023<br>*Saturday* | MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger |

## November 2023

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

*Thursday*

## December 2023

December 17-21, 2023 Giving Tree Week
*Sunday - Thursday*

December 25, 2023 Christmas Day/City Office's Closed
*Monday*

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- Scheduled for discussion 5.16.23

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

The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, June 6, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

TOM HUYNH, CHAIR
LARS NORDFELT, VICE CHAIR

**A G E N D A**

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
   A. May 5, 2023
5. Report of Chief Executive Officer
6. Public Hearings:
   A. Accept Public Input Regarding the FY 2023-2024 Budget

      Action: Consider Resolution 23-03, Adopt the Annual Budget of the West Valley City Redevelopment Agency for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024
7. Adjourn

- 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.

**MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – MAY 2, 2023**
**-1-**

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, MAY 2, 2023, AT 7:21 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN TOM HUYNH.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne 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
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
John Flores, HR Director *(electronically)*
Mark Nord, RDA Director (*electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT

**APPROVAL OF MINUTES OF ANNUAL MEETING HELD APRIL 4, 2023**
The Board considered Minutes of the Annual Meeting held April 4, 2023. There were no changes, corrections or deletions.

Mr. Nordfelt moved to approve the Minutes of the Annual Meeting held April 4, 2023. Mr. Christensen seconded the motion.


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

**RESOLUTION 23-02: ADOPT A TENTATIVE BUDGET AND SET FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 AND SET JUNE 6, 2023 AS THE DATE FOR THE PUBLIC HEARING**

Wayne Pyle, City Manager, presented proposed Resolution 23-02 that would adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Redevelopment Agency for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024 and Set June 6, 2023 as the Date for the Public Hearing

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

> The Redevelopment Agency will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2023-2024.

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

Mr. Christensen moved to approve Resolution 23-02.

Mr. Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

**MOTION TO ADJOURN**

Upon motion by Mr. Harmon, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, MAY 2, 2023, WAS ADJOURNED AT 7:24 PM. BY CHAIRMAN HUYNH.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Redevelopment Agency of West Valley City held Tuesday, May 2, 2023.

_____
Nichole Camac
Secretary

DRAFT

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

**ISSUE:**

A Resolution adopting a final budget for the Redevelopment Agency (RDA) of West Valley City for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

**SYNOPSIS:**

This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2023-2024 fiscal year after receiving public comment at a hearing on June 6, 2023.

**BACKGROUND:**

The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2023-2024.

**RECOMMENDATION:**

City staff recommends approval of the Resolution.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY**

**RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024.**

**WHEREAS**, as required by law, the Redevelopment Agency of West Valley City (the "Agency") submitted a proposed annual budget (the "Budget") to the Redevelopment Agency Board of Directors for review and revision before final approval; and

**WHEREAS**, the Agency held a public hearing on June 6, 2023, to consider final adoption of the Budget for the 2023-2024 fiscal year; and

**WHEREAS**, the Agency caused a notice of public hearing to be disseminated and made the Budget available for public inspection in accordance with state law; and

**WHEREAS**, the Agency has considered all written and oral statements made at the public hearing objecting to or supporting the Budget, based upon the testimony received at the public hearing; and

**WHEREAS**, the Board of Directors of the Agency has determined that it is in the best interests of the citizens of West Valley City to adopt the annual Redevelopment Agency Budget for the 2023-2024 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City that the annual Budget, attached hereto as Exhibit "A," is hereby adopted for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

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

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

**REDEVELOPMENT AGENCY - FUND 22**
**REVENUE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **5600 WEST GATEWAY:** | | | | | | |
| Tax Increment | 117,625 | 463,317 | 340,164 | 256,363 | 234,295 | |
| **Total 5600 West Gateway** | **117,625** | **463,317** | **340,164** | **256,363** | **234,295** | **-8.6%** |
| **EAST 3500 A:** | | | | | | |
| Tax Increment | 478,292 | 478,535 | 468,857 | 474,978 | 608,443 | |
| **Total East 3500 A** | **478,292** | **478,535** | **468,857** | **474,978** | **608,443** | **28.1%** |
| **NORTH CENTRAL:** | | | | | | |
| Tax Increment | 999,747 | 1,036,807 | 1,026,327 | 1,035,797 | 1,688,079 | |
| **Total North Central** | **999,747** | **1,036,807** | **1,026,327** | **1,035,797** | **1,688,079** | **63.0%** |
| **JORDAN RIVER:** | | | | | | |
| Tax Increment | 501,462 | 595,988 | 549,810 | 300,800 | 393,202 | |
| **Total Jordan River** | **501,462** | **595,988** | **549,810** | **300,800** | **393,202** | **30.7%** |
| **WILLOW WOOD:** | | | | | | |
| Tax Increment | 359,310 | 366,961 | 334,237 | 234,789 | 266,065 | |
| **Total Willow Wood** | **359,310** | **366,961** | **334,237** | **234,789** | **266,065** | **13.3%** |
| **HERCULES HILL A:** | | | | | | |
| Tax Increment | 438,075 | 432,304 | 453,485 | 457,632 | 297,709 | |
| **Total Hercules Hill A** | **438,075** | **432,304** | **453,485** | **457,632** | **297,709** | **-34.9%** |
| **HERCULES HILL B:** | | | | | | |
| Tax Increment | 1,170,595 | 1,188,923 | 1,185,649 | 813,806 | 856,577 | |
| **Total Hercules Hill B** | **1,170,595** | **1,188,923** | **1,185,649** | **813,806** | **856,577** | **5.3%** |
| **DECKER LAKE:** | | | | | | |
| Tax Increment | 1,007,847 | 0 | 0 | 0 | 0 | |
| **Total Decker Lake** | **1,007,847** | **0** | **0** | **0** | **0** | **0.0%** |
| **NORTHWEST:** | | | | | | |
| Tax Increment | 2,574,181 | 3,449,760 | 5,917,250 | 4,946,871 | 6,332,886 | |
| **Total Northwest** | **2,574,181** | **3,449,760** | **5,917,250** | **4,946,871** | **6,332,886** | **28.0%** |
| **GRANGER CROSSING:** | | | | | | |
| Tax Increment | 430,250 | 106,666 | 0 | 0 | 0 | |
| **Total Granger Crossing** | **430,250** | **106,666** | **0** | **0** | **0** | **0.0%** |
| **SOUTHWEST:** | | | | | | |
| Tax Increment | 4,285,306 | 4,019,571 | 3,444,720 | 3,189,807 | 3,313,855 | |
| **Total Southwest** | **4,285,306** | **4,019,571** | **3,444,720** | **3,189,807** | **3,313,855** | **3.9%** |

**REDEVELOPMENT AGENCY - FUND 22**
**REVENUE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **SOUTH REDWOOD ROAD:** | | | | | | |
| Tax Increment | 391,136 | 425,574 | 131,586 | 435,753 | 690,386 | |
| **Total Southwest** | **391,136** | **425,574** | **131,586** | **435,753** | **690,386** | **58.4%** |
| **FAIRBOURNE/MARKET ST:** | | | | | | |
| Tax Increment | 55,982 | 107,218 | 297,976 | 1,095,955 | 1,126,632 | |
| **Total Fairbourne** | **55,982** | **107,218** | **297,976** | **1,095,955** | **1,126,632** | **2.8%** |
| **CITY CENTER:** | | | | | | |
| Tax Increment | 1,113,064 | 1,536,043 | 1,703,872 | 1,709,938 | 2,149,141 | |
| **Total City Center** | **1,113,064** | **1,536,043** | **1,703,872** | **1,709,938** | **2,149,141** | **25.7%** |
| RDA Operations | 1,889,443 | 1,622,877 | 2,509,054 | 2,484,262 | 2,484,262 | |
| Bond Interest | 4,586 | 3,322 | 30,088 | 97,000 | 97,000 | |
| PTIF Interest | 68,904 | 13,645 | 0 | 0 | 0 | |
| Build America Back | 40,282 | 40,917 | 0 | 0 | 0 | |
| Misc. Rev. | 255,000 | 81,187 | 0 | 0 | 0 | |
| Bond Proceeds | 4,795,000 | 1,235,000 | 0 | 0 | 0 | |
| **Subtotal** | **7,053,215** | **2,996,948** | **2,539,142** | **2,581,262** | **2,581,262** | **0.0%** |
| **Total** | **20,976,087** | **17,204,615** | **18,393,075** | **17,533,751** | **20,538,532** | **17.1%** |
| **Appropriation From Fund Balance** | **0** | **0** | **0** | **119,821** | **2,061,506** | |
| **Grand Total** | **20,976,087** | **17,204,615** | **18,393,075** | **17,653,572** | **22,600,038** | **28.0%** |

**REDEVELOPMENT AGENCY - FUND 22**
**EXPENDITURE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **EAST 3500 A:** | | | | | | |
| Project Costs | 0 | 0 | 0 | 25,000 | 25,000 | |
| Tax Increment Pmts. | 0 | 0 | 0 | 0 | 0 | |
| **Total East 3500 A** | **0** | **0** | **0** | **25,000** | **25,000** | **0.0%** |
| **NORTH CENTRAL:** | | | | | | |
| Project Costs | 466,750 | 350,000 | 0 | 0 | 0 | |
| Tax Increment Pmts. | 0 | 0 | 0 | 250,000 | 295,000 | |
| **Total North Central** | **466,750** | **350,000** | **0** | **250,000** | **295,000** | **18.0%** |
| **JORDAN RIVER:** | | | | | | |
| Project Costs | 36,175 | 0 | 0 | 0 | 0 | |
| Tax Increment Pmts. | 0 | 0 | 0 | 0 | 0 | |
| **Total Jordan River** | **36,175** | **0** | **0** | **0** | **0** | **0.0%** |
| **GENERAL:** | | | | | | |
| Sold Services | (1,493,858) | (1,394,122) | (1,399,585) | 0 | 0 | |
| Payroll Expenses | 714,480 | 823,226 | 992,667 | 1,074,821 | 1,387,753 | |
| Admin./Proj. Costs | 574,378 | 680,504 | 1,025,929 | 1,000,000 | 752,247 | |
| Transfer Out | 205,000 | 0 | 30,990 | 45,000 | 455,000 | |
| Transfer In | 0 | (85,571) | (650,000) | 0 | 0 | |
| **Total General** | **0** | **24,037** | **1** | **2,119,821** | **2,595,000** | **22.4%** |
| **HERCULES HILL A:** | | | | | | |
| Project Costs | 250,000 | 0 | 0 | 25,000 | 0 | |
| Debt Service | 5,366 | 0 | 0 | 0 | 0 | |
| **Total Hercules Hill A** | **255,366** | **0** | **0** | **25,000** | **0** | **-100.0%** |
| **HERCULES HILL B:** | | | | | | |
| Project Costs | 1,503 | (6,214) | 0 | 25,000 | 0 | |
| Tax Increment Pmt. | 161,196 | 166,580 | 0 | 200,000 | 0 | |
| **Total Hercules Hill B** | **162,699** | **160,366** | **0** | **225,000** | **0** | **-100.0%** |
| **FAIRBOURNE/MARKET ST:** | | | | | | |
| Project Costs | 0 | 0 | 0 | 100,000 | 150,000 | |
| Tax Increment Pmt. | 0 | 0 | 388,775 | 750,000 | 1,500,000 | |
| **Total Fairbourne** | **0** | **0** | **388,775** | **850,000** | **1,650,000** | **94.1%** |

**REDEVELOPMENT AGENCY - FUND 22**
**EXPENDITURE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **MULTI-PURPOSE EVENT CENTER:** | | | | | | |
| Bond Fees | 0 | 0 | 0 | 0 | 0 | |
| Debt Service 2015 | 386,861 | 386,041 | 386,063 | 386,905 | 386,543 | |
| Transfer Out SARR (DS) | 2,195,588 | 2,037,020 | 1,206,299 | 1,736,872 | 3,258,354 | |
| **Total MP Event Ctr.** | **2,582,449** | **2,423,061** | **1,592,362** | **2,123,777** | **3,644,897** | **71.6%** |
| **NORTHWEST:** | | | | | | |
| Project Costs | 455,000 | 150,000 | 0 | 50,000 | 50,000 | |
| Tax Increment Payment | 1,456,771 | 1,994,493 | 2,943,260 | 2,500,000 | 3,500,000 | |
| **Total Northwest** | **1,911,771** | **2,144,493** | **2,943,260** | **2,550,000** | **3,550,000** | **39.2%** |
| **GRANGER CROSSING:** | | | | | | |
| Project Costs | 67,745 | 0 | 0 | 0 | 851,000 | |
| **Total Granger Crossing** | **67,745** | **0** | **0** | **0** | **851,000** | **0.0%** |
| **SOUTHWEST** | | | | | | |
| Project Costs | 150,000 | 150,000 | 0 | 0 | 0 | |
| Tax Increment Payment | 2,221,419 | 2,076,844 | 1,649,412 | 2,000,000 | 2,500,000 | |
| **Total Southwest** | **2,371,419** | **2,226,844** | **1,649,412** | **2,000,000** | **2,500,000** | **25.0%** |
| **SOUTH REDWOOD ROAD** | | | | | | |
| Project Costs | 0 | 306,876 | 0 | 50,000 | 50,000 | |
| Tax Increment Payment | 0 | 0 | 0 | 0 | 0 | |
| **Total South Redwood Road** | **0** | **306,876** | **0** | **50,000** | **50,000** | **0.0%** |
| **CITY CENTER:** | | | | | | |
| Prof/Tech | 368,924 | 693,191 | 647,799 | 149,236 | 349,352 | |
| Tax Increment Payment | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | |
| Debt Service 2010B | 244,694 | 0 | 0 | 0 | 0 | |
| Debt Service 2016 A & B | 3,777,941 | 3,473,697 | 2,486,843 | 2,485,066 | 2,485,197 | |
| Debt Service 2016 | 779,575 | 777,875 | 778,750 | 777,050 | 769,850 | |
| Debt Service 2020 | 0 | 76,720 | 76,720 | 1,237,360 | 1,238,480 | |
| Bond Fees | 53,475 | 8,500 | 10,500 | 12,000 | 12,000 | |
| WVC Credit Tenant Lease | 2,275,174 | 2,484,262 | 2,484,193 | 2,484,262 | 2,484,262 | |
| RDA Operations | 9,260 | 0 | 0 | 0 | 0 | |
| Project Costs | 159,856 | 0 | 1,399,585 | 190,000 | 0 | |
| Transfers Out | 350,000 | 0 | 0 | 0 | 0 | |
| Bond Defeasance | 4,742,306 | 0 | 0 | 0 | 0 | |
| **Total City Center** | **12,861,205** | **7,614,245** | **7,984,390** | **7,434,974** | **7,439,141** | **0.1%** |
| **Appropriation To Fund Balance** | **0** | **0** | **0** | **0** | **0** | |
| **Grand Total** | **20,715,579** | **15,249,922** | **14,558,200** | **17,653,572** | **22,600,038** | **28.0%** |

The Regular Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, June 6, 2023, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

**A G E N D A**

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
   A. May 2, 2023
5. Report of Executive Director
6. Public Hearings:
   A. Accept Public Input Regarding the FY 2023-2024 Budget

      Action: Consider Resolution 23-03, Adopt the Annual Budget of the Housing Authority of West Valley City for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024
7. Adjourn

- 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.

**MINUTES OF THE HOUSING AUTHORITY REGULAR MEETING – MAY 2, 2023**
**-1-**

THE HOUSING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, MAY 2, 2023, AT 7:24 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN JAKE FITISEMANU.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne 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
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
John Flores, HR Director *(electronically)*
Mark Nord, RDA Director *(electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT

**APPROVAL OF MINUTES OF ANNUAL MEETING HELD APRIL 4, 2023**
The Board considered Minutes of the Annual Meeting held April 4, 2023. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Annual Meeting held April 4, 2023. Mr. Christensen seconded the motion.

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

**RESOLUTION 23-02: ADOPT A TENTATIVE BUDGET AND SET FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE HOUSING AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 AND SET JUNE 6, 2023 AS THE DATE FOR THE PUBLIC HEARING**

Wayne Pyle, City Manager, presented proposed Resolution 23-02 that would adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Housing Authority for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024 and Set June 6, 2023 as the Date for the Public Hearing

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

> The Housing Authority will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2023-2024.

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

Mr. Huynh moved to approve Resolution 23-02.

Ms. Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

**MOTION TO ADJOURN**

Upon motion by Mr. Christensen, all voted in favor to adjourn.



DRAFT

THERE BEING NO FURTHER BUSINESS OF THE HOUSING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, MAY 2, 2023, WAS ADJOURNED AT 7:25 PM. BY CHAIRMAN FITISEMANU.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Housing Authority of West Valley City held Tuesday, May 2, 2023.

_____
Nichole Camac
Secretary

DRAFT


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**ITEM#_____**

**ISSUE PAPER**
**WEST VALLEY CITY HOUSING AUTHORITY**
**ADOPTION OF FY 2023-2024 BUDGET**

**ISSUE:**

A Resolution adopting a final budget for the Housing Authority of West Valley City for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

**SYNOPSIS:**

This resolution adopts the final budget for the Housing Authority of West Valley City for the 2023-2024 fiscal year after receiving public comment at a hearing on June 6, 2023.

**BACKGROUND:**

The Housing Authority adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2023-2024.

**RECOMMENDATION:**

City staff recommends approval of the Resolution

**HOUSING AUTHORITY OF WEST VALLEY CITY**

**RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE HOUSING AUTHORITY OF WEST VALLEY CITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024.**

**WHEREAS**, as required by law, the Housing Authority of West Valley City (the "Housing Authority") submitted a proposed annual budget (the "Budget") to the Housing Authority Board of Commissioners for review and revision before final approval; and

**WHEREAS**, the Housing Authority held a public hearing on June 6, 2023, to consider final adoption of the Budget for the 2023-2024 fiscal year; and

**WHEREAS**, the Housing Authority caused a notice of public hearing to be disseminated and made the Budget available to the public in accordance with state law; and

**WHEREAS**, the Housing Authority has considered all written and oral statements made at the public hearing objecting to or supporting the Budget, based upon the testimony received at the public hearing; and

**WHEREAS**, the Board of Commissioners of the Housing Authority has determined that it is in the best interests of the citizens of West Valley City to adopt the annual Housing Authority Budget for the 2023-2024 fiscal year;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of West Valley City that the "Housing Authority of West Valley City Annual Implementation Budget 2023-2024", attached hereto as Exhibit "A," is hereby adopted for the fiscal year commencing July 1, 2023 and ending June 30, 2024.

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

HOUSING AUTHORITY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

**HOUSING AUTHORITY - FUND 26**
**REVENUE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **OPERATING REVENUES** | | | | | | |
| **VOUCHERS:** | | | | | | |
| Interest Income | 39,068 | 9,686 | 8,575 | 0 | 0 | |
| Fraud Receivables | 15,749 | 48,703 | 32,022 | 0 | 0 | |
| Misc. Revenue | 352,761 | 11,156 | 11,124 | 0 | 0 | |
| Voucher Payment Admin | 379,600 | 348,618 | 529,349 | 0 | 550,000 | |
| Voucher Payment HAPS | 3,484,285 | 3,333,661 | 4,065,434 | 4,500,000 | 5,000,000 | |
| Campbell Court | 485,188 | 0 | 0 | 0 | 0 | |
| **Total Vouchers** | **4,756,651** | **3,751,824** | **4,646,504** | **4,500,000** | **5,550,000** | **23.3%** |
| **Total Operating Revenue** | **4,756,651** | **3,751,824** | **4,646,504** | **4,500,000** | **5,550,000** | **23.3%** |

**HOUSING AUTHORITY - FUND 26**
**EXPENSE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **OPERATING EXPENSES** | | | | | | |
| **GENERAL** | | | | | | |
| General Admin/Proj Cost | 12,064 | 245,112 | (56,826) | 309,787 | 330,498 | |
| Vouchers | 0 | 0 | 0 | (309,787) | (330,498) | |
| Campbell Court | 648,326 | 0 | 0 | 0 | 0 | |
| **General Subtotal** | **660,390** | **245,112** | **(56,826)** | **0** | **0** | **0.0%** |
| **VOUCHERS** | | | | | | |
| Administration | 452,828 | 403,570 | 428,313 | 350,000 | 550,000 | |
| Vouchers - Regular | 3,409,196 | 3,381,135 | 4,139,831 | 4,150,000 | 5,000,000 | |
| **Vouchers Subtotal** | **3,862,024** | **3,784,705** | **4,568,144** | **4,500,000** | **5,550,000** | **23.3%** |
| **SLCO HOME/CDBG** | | | | | | |
| Administration | 0 | 0 | 40,342 | 0 | 0 | |
| **slco Home/CDBG Subtotal** | **0** | **0** | **40,342** | **0** | **0** | **0.0%** |
| **Total Operating Expenses** | **4,522,414** | **4,029,817** | **4,551,660** | **4,500,000** | **5,550,000** | **23.3%** |

**H A - CAMPBELL COURT FUND 28**
**REVENUE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| Campbell Court | 0 | 254,575 | 298,005 | 350,000 | 350,000 | |
| Interest Income | 0 | 6 | 0 | 0 | 0 | |
| Sale of Assets | 0 | (57,674) | 0 | 0 | 0 | |
| **Total Revenue** | **0** | **196,907** | **298,005** | **350,000** | **350,000** | **100.0%** |

**H A - CAMPBELL COURT FUND 28**
**EXPENSE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| Campbell Court | 0 | 177,459 | 410,264 | 350,000 | 350,000 | |
| **Total Expenses** | **0** | **177,459** | **410,264** | **350,000** | **350,000** | **100.0%** |

The Regular Electronic Meeting of the West Valley City Building Authority will be held on Tuesday, June 6, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

WILLIAM WHETSTONE, CHAIR
SCOTT HARMON, VICE CHAIR

**A G E N D A**

1. Call to Order

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. May 2, 2023

5. Report of Chief Executive Officer

6. Public Hearings:

   A. Accept Public Input Regarding the FY 2023-2024 Budget

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

Action: Consider Resolution 23-03, Adopt the Annual Budget of the Municipal Building Authority of West Valley City for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024

7. Adjourn

**MINUTES OF THE MUNICIPAL BUILDING AUTHORITY REGULAR MEETING – MAY 2, 2023**
**-1-**

THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, MAY 2, 2023, AT 7:25 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN WILLIAM WHETSTONE.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne 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
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
John Flores, HR Director *(electronically)*
Mark Nord, RDA Director *(electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT

**APPROVAL OF MINUTES OF ANNUAL MEETING HELD APRIL 4, 2023**
The Board considered Minutes of the Annual Meeting held April 4, 2023. There were no changes, corrections or deletions.

DRAFT


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Mr. Harmon moved to approve the Minutes of the Annual Meeting held April 4, 2023. Mr. Huynh seconded the motion.

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

**RESOLUTION 23-02: ADOPT A TENTATIVE BUDGET AND SET FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE MUNICIPAL BUILDING AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024 AND SET JUNE 6, 2023 AS THE DATE FOR THE PUBLIC HEARING**

Wayne Pyle, City Manager, presented proposed Resolution 23-02 that would adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Municipal Building Authority for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024 and Set June 6, 2023 as the Date for the Public Hearing

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

> The Municipal Building Authority will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2023-2024.

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

Mr. Fitisemanu moved to approve Resolution 23-02.

Mr. Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

**MOTION TO ADJOURN**
Upon motion by Mr.Huynh, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, MAY 2, 2023, WAS ADJOURNED AT 7:27 PM. BY CHAIRMAN WHETSTONE.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Municipal Building Authority of West Valley City held Tuesday, May 2, 2023.

_____
Nichole Camac
Secretary

DRAFT

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

**ISSUE:**

A Resolution adopting a final budget for the Municipal Building Authority of West Valley City for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

**SYNOPSIS:**

This resolution adopts the final budget for the Municipal Building Authority of West Valley City for the 2023-2024 fiscal year after receiving public comment at a hearing on June 6, 2023.

**BACKGROUND:**

The Municipal Building Authority adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2023-2024.

**RECOMMENDATION:**

City staff recommends approval of the Resolution.

**MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY**

**RESOLUTION NO. _____**

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024.**

**WHEREAS**, as required by law, the Executive Director of the Municipal Building Authority of West Valley City (the "Building Authority") submitted a proposed annual budget (the "Budget") to the Building Authority Board of Trustees for review and revision before final approval; and

**WHEREAS**, the Building Authority held a public hearing on June 6, 2023, to consider final adoption of the Budget for the 2023-2024 fiscal year; and

**WHEREAS**, the Building Authority caused a notice of public hearing to be disseminated and made the Budget available to the public in accordance with state law; and

**WHEREAS**, the Building Authority has considered all written and oral statements made at the public hearing objecting to or supporting the Budget, based upon the testimony received at the public hearing; and

**WHEREAS**, the Board of Trustees of the Municipal Building Authority of West Valley City has determined that it is in the best interests of the citizens of West Valley City to adopt the annual Building Authority Budget for the 2023-2024 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Municipal Building Authority of West Valley City that the annual Budget, attached hereto as Exhibit "A," is hereby adopted for the fiscal year commencing July 1, 2023, and ending June 30, 2024.

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

MUNICIPAL BUILDING AUTHORITY
OF WEST VALLEY CITY

_____
PRESIDENT

ATTEST:

_____
SECRETARY


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**WEST VALLEY CITY BUILDING AUTHORITY - FUND 24**
**REVENUE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **BUILDING AUTHORITY:** | | | | | | |
| Misc. Revenue | 0 | 0 | 21,750 | 0 | 0 | |
| Interest Income | 402,923 | 35,884 | 21,691 | 0 | 0 | |
| Funding Other Sources | 0 | 0 | 5,681,213 | 0 | 0 | |
| **Total Revenues** | **402,923** | **35,884** | **5,724,654** | **0** | **0** | **0.0%** |
| **Total Revenues** | **402,923** | **35,884** | **5,724,654** | **0** | **0** | **0.0%** |

**WEST VALLEY CITY BUILDING AUTHORITY - FUND 24**
**EXPENDITURE STATEMENT**

| | Actual 2019-2020 | Actual 2020-2021 | Actual 2021-2022 | Adpoted 2022-2023 | Final 2023-2024 | Percent Change |
|---|---|---|---|---|---|---|
| **BUILDING AUTHORITY:** | | | | | | |
| **Inter-Departmental Transfers-In:** | | | | | | |
| Capital Reserve-Theater | (50,000) | (50,000) | (50,000) | (50,000) | (50,000) | |
| Capital Reserve-Arena | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | |
| Capital Reserve (FFC) | (30,000) | (30,000) | (30,000) | (30,000) | (30,000) | |
| MBA S 2016 Fire 71,72,76 (GF) | (517,500) | (520,300) | (517,800) | (517,600) | (524,500) | |
| MBA S 2017 (GF) | (1,050,000) | (323,524) | (2,128,250) | (3,323,250) | (3,325,450) | |
| MBA S 2019 Parks/PW (CRoads) | (361,250) | (327,512) | (241,342) | (256,411) | (267,867) | |
| MBA S 2019 Parks/PW (SW) | (362,000) | (327,513) | (241,342) | (256,411) | (267,867) | |
| MBA S 2019 Parks/PW (GF) | 0 | (68,000) | (243,841) | (211,454) | (220,791) | |
| MBA S 2022-Courts Reno | 0 | 0 | 0 | 0 | (382,500) | |
| Maverik Center Refunding (RDA) | (2,402,200) | (2,402,400) | (2,401,100) | (2,400,700) | (2,375,000) | |
| **Subtotal Transfers-In** | **(4,872,950)** | **(4,149,249)** | **(5,953,675)** | **(7,145,826)** | **(7,543,975)** | **5.6%** |
| **EXPENDITURES:** | | | | | | |
| Theater Capital Reserve | 59,658 | 8,306 | 2,332 | 50,000 | 50,000 | |
| Arena Capital Reserve | 99,650 | 35,950 | 0 | 100,000 | 100,000 | |
| Arena Capital Projects | 63,156 | 31,578 | 0 | 0 | 0 | |
| Fitness Center Capital Reserve | 0 | 0 | 0 | 30,000 | 30,000 | |
| MBA S 2010 Fire Station/PW | 332,799 | 0 | 0 | 0 | 0 | |
| MBA S 2016 Fire 71, 72 & 76 | 517,500 | 516,125 | 517,800 | 517,600 | 522,000 | |
| MBA S 2017 Parking, PD & Court | 3,862,550 | 2,125,750 | 2,125,750 | 3,320,750 | 3,322,950 | |
| MBA S 2019 Parks/PW | 722,473 | 720,525 | 724,025 | 721,776 | 754,025 | |
| MBA S 2022-Courts Reno | 0 | 0 | 0 | 0 | 380,000 | |
| MBA S 2016 Arena Refund | 2,399,700 | 2,404,075 | 2,398,600 | 2,398,200 | 2,375,000 | |
| Bond Issuance Costs/Fees | 42,964 | 50,964 | 154,083 | 7,500 | 10,000 | |
| Transfers Out | 0 | 0 | 0 | 0 | 0 | |
| **Subtotal Expenditures** | **8,100,450** | **5,893,273** | **5,922,590** | **7,145,826** | **7,543,975** | **5.6%** |
| **Total Expenditures** | **3,227,500** | **1,744,024** | **(31,085)** | **0** | **0** | **0.0%** |