

CITY COUNCIL

MEMBERS:

LEANNE HUFF
COREY THOMAS
SHARLA BYNUM
PORTIA MILA
SHANE SIWIK
NATALIE PINKNEY
CLARISSA WILLIAMS

ARIEL ANDRUS
CITY RECORDER
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
P 801.483.6019
F 801.464.6770

South Salt Lake City Council REGULAR MEETING AGENDA

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, September 13, 2023,** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.,** or as soon thereafter as possible.

To watch the meeting live click the link below to join:

https://zoom.us/j/93438486912

Watch recorded City Council meetings at youtube.com/@SouthSaltLakeCity

ConductingPortia Mila, District 4Council ChairSharla BynumSergeant at ArmsSouth Salt Lake PD

Opening Ceremonies

Welcome/Introductions
 Serious Moment of Reflection/ Pledge of Allegiance
 Portia Mila
 Sharla Bynum

Approval of Minutes

August 23rd, Work Meeting August 23rd, Regular Meeting

No Action Comments

- 1. Scheduling City Recorder
- 2. Public Comments/Questions
 - a. Response to Comments/Questions
 (at the discretion of the conducting Council Member)
- 3. Mayor Comments
- 4. City Attorney Comments
- 5. City Council Comments

Action Items

Unfinished Business

A Resolution of the South Salt Lake City Council
 Approving Execution of an Interlocal Cooperation
 Agreement with the City of Millcreek for the Installation
 and Maintenance of a Shared Municipal Welcome Sign at
 Approximately 1000 West Meadowbrook Expressway.

Sharen Hauri

Motion for Closed Meeting

Adjourn

Posted September 8, 2023

See page two for continuation of Agenda

Those needing auxiliary communicative aids or other services for this meeting should contact Ariel Andrus at 801-483-6019, giving at least 24 hours' notice.

In accordance with State Statute and Council Policy, one or more Council Members may be connected electronically.

Public Comments/Question Policy

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, they will come to the podium and state their name and City they reside. The Public will be asked to limit their remarks/questions to three (3) minutes each. The conducting Council Member shall have discretion as to who will respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular council meeting. The conducting Council Member will inform a citizen when they have used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

Have a question or concern? Call the connect line 801-464-6757 or email connect@sslc.gov

CITY OF SOUTH SALT LAKE CITY COUNCIL MEETING

COUNCIL MEETING Wednesday September 13,

2023 7:00 p.m.

CITY OFFICES 220 East Morris Avenue

South Salt Lake, Utah 84115

PRESIDING: Council Chair Sharla Bynum

CONDUCTING: Portia Mila

SERIOUS MOMENT OF REFLECTION/

PLEDGE OF ALLEGIANCE: Sharla Bynum

SERGEANT AT ARMS: Carson Aprato

COUNCIL MEMBERS PRESENT:

Sharla Bynum, LeAnne Huff, Natalie Pinkney, Portia Mila, Shane Siwik (via Zoom), Corey Thomas, and Clarissa Williams

COUNCIL MEMBERS EXCUSED:

None

STAFF PRESENT:

Mayor Wood

Josh Collins, City Attorney

Jack Carruth, Police Chief

Rodger Hoffman, Deputy Fire Chief

Jonathan Weidenhamer, Community & Economic Development Director

Sharen Hauri, Neighborhoods Director

Danielle Croyle, Public Information Officer

Jessica Potter, Executive Assistant

Ariel Andrus, City Recorder

Sara Ramirez, Deputy City Recorder

OTHERS PRESENT:

See list

APPROVAL OF MINUTES

August 23rd, Work Meeting August 23rd, Regular Meeting

Council Member Pinkney made a motion to approve the minutes listed above.

MOTION: Natalie Pinkney SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes
Williams: Yes

NO ACTION COMMENTS

1. SCHEDULING. The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc. Next Mtg-- September 27th @ 7pm.

2. CITIZEN COMMENTS/QUESTIONS.

South Salt Lake resident, Jeff Kane, had some questions regarding his sprinkler system in light of the Landscaping Ordinance changes and wanted to know how it would affect him. Council Chair Bynum clarified that the discussion and changes to the Landscaping Ordinance were for residents and businesses who were working to xeriscape their yards and meet the requirements to apply for the rebate through the State's Landscape Conversion Incentive Program.

Council Member Williams read an email she received from South Salt Lake resident, Attila Papp, regarding the short-term rentals discussion that took place in the Work Meeting. Mr. Papp's email included comments on how short-term rentals reduce the number of long-term rentals in many neighborhoods and are the subject of controversy in many places. He said that they disrupt the everyday life of neighborhoods and create parking issues. He said that Airbnb's are essentially businesses and should adhere to the same regulations that other businesses must adhere to.

3. MAYOR COMMENTS.

The Mayor highlighted a couple of upcoming City events.

9/23 – 'Paint the Parkway' will take place at the Jordan River Nature Trail by the Tracy Aviary Jordan River Nature Center from 10 am-3 pm. This is a family friendly event that is intended to help people learn to celebrate, protect, and restore the Jordan River.

9/29 – South Salt Lake's 85th anniversary celebration will take place at the Central Park Community Center from 5-8 pm. There will be music, entertainment, food trucks, activities for kids, silent disco, and a drone show at 8 pm or at dusk.

4. CITY ATTORNEY COMMENTS.

None

5. CITY COUNCIL COMMENTS.

Council Member Williams wanted to highlight National Policewomen's Recognition

Day and thanked all the women who work for the City.

Council Chair Bynum said that she would like to add resident Attila Papp's comments on the parking issues that short term rentals create to the overall discussion for potential regulations.

ACTION ITEMS

Unfinished Business

1. A Resolution of the South Salt Lake City Council Approving Execution of an Interlocal Cooperation Agreement with the City of Millcreek for the Installation and Maintenance of a Shared Municipal Welcome Sign at Approximately 1000 West Meadowbrook Expressway.

Neighborhoods Director, Sharen Hauri, summarized the terms of the agreement with Millcreek City and thanked them for spear heading this project. She said that both cities will be splitting the cost for initial installation and any future maintenance or repairs.

A copy of the Resolution is attached and incorporated by this reference.

Council Member Huff made a motion to approve the Resolution.

MOTION: LeAnne Huff SECOND: Sharla Bynum

Roll Call Vote:

Bynum: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes
Williams: Yes

Council Chair Bynum made a motion to Adjourn.

MOTION: Sharla Bynum SECOND: Natalie Pinkney

Voice Vote:

Bynum: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes
Williams: Yes

Ariel Andrus, City Recorder

The meeting adjourned at 7:09 p.m.

Sharla Bynum, Council Chair

CITY COUNCIL - REGULAR MEETING LIST OF ATTENDEES

<u>NAME</u>	<u>CITY/TOWN</u>	REPRESENTING
Jeff kane	SSC	Self.
*		

RESOLUTION NO. R2023-

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF MILLCREEK FOR THE INSTALLATION AND MAINTENANCE OF A SHARED MUNICIPAL WELCOME SIGN AT APPROXIMATELY 1000 WEST MEADOWBOOK EXPRESSWAY.

WHEREAS, the City of South Salt Lake (the "City") and the City of Millcreek ("Millcreek") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and are therefore authorized to enter into an Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, the City and Millcreek desire to install a welcome sign at approximately 1000 W Meadowbrook Expressway as further detailed in the attached Interlocal Cooperation Agreement (the "Agreement"), which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Agreement further details how the costs and maintenance responsibilities will be apportioned between the City and Millcreek, indicating that Millcreek will be responsible for installation and maintenance of the sign and the City will reimburse Millcreek 50% of the purchase, installation and maintenance costs;

WHEREAS, the Millcreek Council met in regular session on July 25, 2023, and considered and approved the Agreement; and

WHEREAS, Utah Code §11-13-202.5 requires the City Council to approve any interlocal agreement that provides for the City to acquire or construct a facility or improve real property; and

WHEREAS, the City now desires to enter into an interlocal cooperation agreement with Millcreek, as more fully described in the Interlocal Agreement;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of South Salt Lake, that pursuant to the Interlocal Cooperation Act it approves the interlocal cooperation agreement in the attached "Exhibit A," and authorizes the Mayor to sign on behalf of the City.

The effective date of the Agreement shall be the date as indicated in the Agreement.

(signatures appear on separate page)

APPROVED AND ADOPTED by the South Salt Lake City Council, South Salt Lake, Utah, on this 13th day of 1202.

BY THE CITY COUNCIL:

Sharla Bynum Council Chair

City Council Vote as Recorded:

Bynum	405
Huff	405
Mila	200
Pinkney	Alos
Siwik	462
Thomas	462
Williams	200



ATTEST:

Ariel Andrus City Recorder

EXHIBIT A

Interlocal Cooperation Agreement between
the City of South Salt Lake and the City of
Millcreek for installation and maintenance
of a shared municipal welcome sign at
approximately 1000 West Meadowbrook
Expressway

Interlocal Cooperative Agreement

(Installation and Maintenance of Sign)

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement") is made effective __ July 2023 by and between the CITY OF SOUTH SALT LAKE, a municipal corporation of the state of Utah ("South Salt Lake"); and the city of MILLCREEK, a municipal corporation of the state of Utah ("Millcreek"). South Salt Lake and Millcreek are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS:

- A. The Parties desire to install and maintain a sign on the pedestrian bridge across 3900 South substantially as depicted on attached exhibit "A.'
- B. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, et seq.) (the "Interlocal Act"), the Parties desire to enter into an "interlocal agreement" governing such sustainability services.
- C. The Parties are "public agencies" for purposes of the Interlocal Act, and, consequently, are authorized to enter into this Agreement.
- G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

- NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Act, the Parties hereby agree as follows:
- Section 1. <u>Installation of Sign</u>. Millcreek shall be responsible for all matters pertaining to the installation of the Sign.
 - Section 2. Sign Maintenance. Millcreek shall be responsible for Sign maintenance.
- Section 3. <u>Payment.</u> South Salt Lake shall reimburse Millcreek for 50 % of the cost to buy and install the sign and 50% of the cost of all sign maintenance. Millcreek shall send South Salt Lake an invoice for its portion of the purchase and installation of the Sign, which South Salt Lake agrees to pay within thirty days of receiving the invoice. Interest at ten percent per annum shall accrue on any past-due amounts.
- Section 4. <u>Conflict Resolution</u>. In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives of each of the Parties will meet as soon as practical to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 9 below.
- Section 5. <u>Indemnity</u>. The Parties are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, et seq.) (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed

that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability currently provided by the Immunity Act.

Section 6. <u>Term.</u> This Agreement shall be effective immediately upon its full execution and delivery. This Agreement shall terminate on June 30, 2073.

Section 7. Additional Interlocal Act Issues.

- (a) <u>No Separate Entity</u>. This Agreement does not create a separate legal/interlocal entity.
- (b) <u>Joint Board</u>. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by the Advisory Board.
- (c) <u>Financing Joint Cooperative Undertaking and Establishing Budget</u>. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- Section 8. <u>Notice</u>. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two business days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

South Salt Lake: CITY OF SOUTH SALT LAKE

Attn. Cherie Wood, Mayor 220 East Morris Avenue South Salt Lake, UT 84115

With a copy to: Josh Collins, City Attorney

CITY OF SOUTH SALT LAKE 220 East Morris Avenue South Salt Lake, UT 84115

Millcreek: MILLCREEK

Attn. Mike Winder, City Manager

3330 South 1300 East Millcreek, UT 84106

With a copy to: John N. Brems

BREMS LAW

c/o 3330 South 1300 East Millcreek, UT 84106

- Section 9. <u>Claims and Disputes</u>. 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, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.
- Section 10. <u>Titles and Captions</u>. 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.
- Section 11. <u>Pronouns and Plurals</u>. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.
- Section 12. <u>Applicable Law</u>. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- Section 13. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.
 - Section 14. <u>Time</u>. Time is the essence of this Agreement.
- Section 15. <u>Survival</u>. 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.
- Section 16. <u>Waiver</u>. 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, 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.
- Section 17. <u>Rights and Remedies</u>. 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 provision(s) hereof.
- Section 18. <u>Severability</u>. 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.

Section 19. <u>Litigation Expenses</u>. If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Section 20. <u>Counterparts</u>. 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.

Section 21. <u>Approval by Attorneys</u>. This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

Ariel Andrus, Recorder

Date signed: 9152

CITY OF SOUTH SALT LAKE

Charia Wood Mayor

Date signed:

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

Josh Colins, City Attorney

Date Signed:

ATTEST:

SEAL

By:

Jeff Silvestrini, Mayor

Date signed:

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By:

John N. Brems, City Attorney

Date Signed: 7

Exhibit "A" (attached YESCO proposal)

City of Millcreek

Presented By



YESCO.

Salt Lake Region

Salt Lake Office 1605 South Gramercy Road Salt Lake City, UT 84104 801-487-8481

Address

Francis Lilly City of Millcreek 3330 South 1300 East Millcreek UT 84106

TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter "i". The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



Version

OPY-54599-R0 / 03.30.2023 OPY-54599-R1 / 04.07.2023 OPY-54599-R2 / 06.19.2023 OPY-54599-R3 / 07.06.2023

COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.



YESCO.

DESIGN

1605 South Gramercy Rd. Salt Lake City, UT 84104 801.487.8481

This drawing was created to assist you in visualizing our proposal. The original ideas herein were the proposal. The original ideas Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO. WWW.YESCO.COM
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Revisions No. Date / Description





JO #

Approval

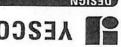
A/E Sign / Date

Chent Sign / Date

City of Millcreek 3330 South 1300 East Millcreek UT 84106

Acct. Exec: Dan Pace Designer: Larry Cohen

OPY-54599



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DESIGN

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PERMITTING SIGN AREA: 188.5 FT²

SCOPE OF WORK

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TAA 669bg-Ad0

Designer: Larry Cohen Acel, Exec: Dan Paca

Millereek UT 84106

3330 South 1300 East

City of Millcreek

Client Sign / Date

A/E Sign / Date

Approval

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RZ | 2023.06.19 / no chg [LC]

R1 2023.04.04 \ no chg [LC] Grg. 2023.03.31

No. Date / Description

Revisions

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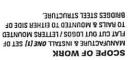
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Salt Lake City, UT 84104 1605 South Gramercy Rd.

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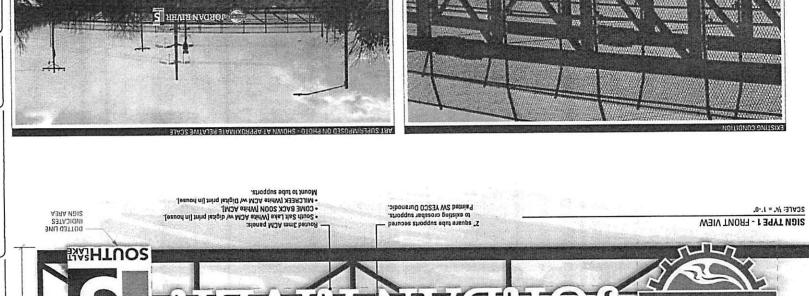


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PERMITTING SIGN AREA: 194.7 FT

Sign Area: 44.00?



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TAA

66949-Y90

Designer: Larry Cohen Acct. Exec: Dan Pace

Millcreek UT 84106

3330 South 1300 East

City of Millcreek

Chent Sign / Date

A/E Sign / Date

Approval

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R3 2023.07.06 / jordan river [LC]

RZ 2023.06.19 / come back soon [LC]

Rt 2023.04.04 / no chg [LC] 15.50.5505 B10 No. Date / Description

Revisions

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1605 South Gramercy Rd. Salt Lake City, UT 84104 801.487.8481

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Agreement

For Work At

Francis Lilly City of Millcreek 3330 South 1300 East Millcreek UT 84106 United States

Billing Address

Francis Lilly City of Millcreek 3330 South 1300 East Millcreek UT 84106 United States

Account Executive

100277 Daniel M Pace dpace@yesco.com 1801-464-6456 YESCO - Salt Lake 1605 Gramercy Road Salt Lake City UT 84104 United States

Date

Project Number

Project Description

Terms

Pricing Valid Until

Deposit

07/11/2023

PRY-47708

Net 30

08/11/2023

\$16,829.26

Item

Amount

Scope

City of Millcreek 39th South Pedestrian Skybridge

Scope:

YESCO to fabricate and install non-illuminated, flat cut out logo emblems and copy reading "Welcome" on the west elevation and "Come Back Soon" on the east elevation as shown in YESCO design 54599 R3.

Permits and engineering will be billed separately.

Fabricate Custom Signage

Fabrication of custom signage

\$22,346.79

Install Custom Signage

Installation of custom signage

\$9,579.86

Exclusions

The costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost.

Price is based on performing work during normal business hours

Contingent upon field survey of existing conditions and equipment access.

Subtotal

\$31,926.65

Tax Total (%)

\$1,731.87

Total

\$33,658.52

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.vesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. City of Millcreek acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

City of Millcreek	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed



Invoice

Bill To

Francis Lilly City of Millcreek 3330 South 1300 East Millcreek UT 84106 United States

Project Number / Invoice #

PRY-47708

Ship To

Francis Lilly City of Millcreek 3330 South 1300 East Millcreek UT 84106 United States

Terms

DUE UPON ACCEPTANCE

Remit To

YESCO - Salt Lake 1605 Gramercy Road Salt Lake City UT 84104 United States

Account Executive

100277 Daniel M Pace

Item

Down Payment Invoice for 50% (Prefunding)

Amount

\$16,829.26

Total

\$16,829.26

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

any other agreement between you and YESCO or any of YESCO's effiliates. In addition, YESCO or the right to stop the Work, including, without limitation, suspanding werranty obligations until YESCO's paid in full You sgree into the fort and the state of the stop of the YESCO resulting from your breach, and are not a penalty. YESCO's screen of any other overt of defeuit shall not operate screen of any other overt of defeuit shall not operate screen of any other overt of defeuit shall not operate screen of YESCO'S rights as a to any subsequent late payments) or any other event of defeuit and the contract of YESCO'S rights as a to any subsequent late payments or any other event of defeuit.

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13. Indemnilfleation: Except to the extent of YESCO's negligence or willful misconduct, you agree to indeamily defend and hold harmless YESCO and its Officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including resonable amoney's fees), able on the seconatic amoney's fees) demages, and liabilities, at lew or in equity arising out of or related to the Work. The provisions of disagnages, and liabilities, at lew or in equity arising out of or related to the Work. The provisions of the work of the sense of the se

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may be expedient to perform the Work.

The Your Special Duties: You agree to warrent and obtain and maintain all necessary scoess rights of which the work of the

an sucin dangers whenever YESCU's employees will be in the stee.

You agree to beer all permitting and other compilance costs and rake pertaining to federal, state, or local laws; rangulations, operation, and use of the goods and services. You acknowledge that outdoor anont, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prehibit advertisements that are not the principle products, or scrivides where the advertising permits lift desired) and compilance with outdoor services, or scrivides where the advertising permits lift desired) and compilance with outdoor advertising permits lift desired) and compilance with outdoor advertising permits lift desired) and compilance with outdoor advertising permits lift desired where the services, or conference permit from a land use authority, or otherwise, to install or operate the entire under confract permit from a land use authority, or otherwise, to install or operate the entire under to advertise and other permits or adverse permits on a land use authority, or otherwise, to install or operate and other permits or adverse authority or otherwise, or other third party extron. Upon the occurrence interpretation by judicial, governmental agency, or other third party extron. Upon the occurrence and down any permit of any such event, you will not be released from your payment obligations under this Agreement.

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporate in this Agreement may be signed by YESCO's account porsibed in this Agreement in writing. Although the Agreement may be signed by Tesco to snot the authorized agent of YESCO accepts this Agreement by providing a written signeture authorized agent of YESCO accepts fine Agreement by providing a written signed end in the applicable Transaction Document.

The Agreement are acceptance on the applicable Transaction Document.

A Time is a relative and the applicable transmission interest rate of the lesser of a Time interest rate of the lesser of a Time. 17. Miscellaneous Provisions:

C. Performance by YESCO shall be subject to delay due to strike, lebor dispute, breakage, lite, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of ferror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable con-B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of \$85 percent or the maximum rate allowed by law.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diedes, neon tubing or other tubing because of color change or reduction of

E. YESCO's listing of contractor's licenses available on the Internet at http://www.yesco.com/ licenses.html is incorporated by reference herein.

E. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve an entities of this Agreement is found invalid or unenforceable, that part will be amended to achieve as neady as possible the intent and economic effect of the original provision to the est extent permitted by law, and the remaining provisions shall estigns, animations, or other ac.

Except for original works created by you or your agents, all designs, animations, or other advertaing content (collectively. "Content") provided by YESCO is the sele property of YESCO. You wanten it is the legal that to use any original works or the delivered to your use. You are greated to the content for sources of original works or the delivered to your use, you are a set you operate your basiness. You agree to not create the YESCO oby you for your use, you are a you operate your basiness. You agree to not create the YESCO of determines may reflect any or state of create the YESCO determines may reflect any request for Content that that the YESCO determines may reflect any request for Content that the content is the content of the YESCO determines may reflect any request for Content that the content is the content of the year and the YESCO determines may reflect any reflect any reflect any request for Content and YESCO determines.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other trensaction form ("Transaction Document") (frogether with these VESCO Stardard Terms and Conditions, the "Agreement"), and partiain to the amentacturing, repair, services, installation, or other goods or services provided by VESCO (the "Work", "goods", and/or "services") as requested by you, the Customent as further described in the Transaction Document, or in the amity providing the services of the minited liability company, doing business in California as density and VESCO Start Company, VESCO doing business in California as VESCO Start LLC. 2 Pristing Exclusions: VESCO's oricing dees not include sales and use taxes: briffer customs

Z. Princial Exclusions: VESCO's princing does not include sales and use taxes, lariffs, customs fees, duties, or other charges levied by customs not taxing authorities, including any material cost increase due to the escalation of any of these costs. (Assessments in Sassessments may be noted in the learnested to boar the risk of basessments increases in excess of the amounts included in the infansetion focument, increases due to charge of the amounts included in the infansetion focument, including increases due to charges in sales tax retes, itsuit increases, or similar occurrences.

2. Payment in the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work You agree to pay monthly payments, it any, on the first business day upon completion of the Work You agree to pay monthly payments) by credit card, you agree to pay a conjugate the strain of the total amount of such payments. It should not the total amount of such payments in advance. If you choose to make payments by credit card, you agree to pay a 2% suchage on the total amount of such payments.

2.» sucrengge on the total amount of such byment(s).
4. Inspection: You must cerefully inspect the Work within ten calendar days after delivery. If the Work work has a sucreased in the Itemsection Document with the Work has any delect in mendiating the claims as the described in the Itemsection Document and the Mork has any delect in mendiating the claims against the capture inspecting the ABSENCE OF SUCH WRITTEN MOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE SOLD with all regions of the inspecting the grouds with all regions of the goods from the place of delivery Itemsects of the central relain the pecking materials and otherwise comply with all regions and the motions of the goods and place of delivery Itemsects in the central relain the pecking materials and otherwise comply place of delivery Itemsects of the goods from the goods the goods from the goods of the goods and the surface of the goods from the goods of the goods in the goods in the goods from the goods of the goods from the goods from

Lessilation: If the Work involves installation of goods, additional work beyond that contemple to the contemplation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditional with the Agreement will be required if YESCO encounters water, calcide, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates, further, YESCO shall not be responsible for damage to underground pipes, sawer lines, sprinkting prior to commencement of the Work. Absent such written notification, you agree them with the standard rates, the such written notification, you agree to pay for any contractor, and if YESCO's responsibilities hereoned involve generated and Friends and YESCO will be such written prior to commencement of the Mork. Absent such written notification, you agree contractor, and if YESCO's responsibilities hereoned involve generations of HS, YESCO will be penetrations with products and procedures the common in the sign industry—but seal such penetrations with products and procedures the common in the sign industry—but to damage certaining from the penetrations. YESCO shall the common in the sign industry—but or declaration and it YESCO's engine industry—but the sign industry

for damage resulting from the penebagions.

E. Umited Warranty

A. New Signs, Lighting and other than electronic displays and digitally-controlled lighting services provided by YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting electronic displays and digitally-controlled lighting electronic his pool.

Year from the date of delivery. This includes materials and factory labor. On-site labor to include any year from the date of delivery. This includes materials and factory labor. On-site labor is include controlled lighting products, related controllers, and similar goods are warranted selectric movernments on warranted service, labor as the service, repair and/or lighting render components are warranted solely in accordance with the manufacturer's warranty. If any, as "Service and Herofit Services, YESCO warrants the manufacturer's warranty, if any, service and Herofit Services, AESCO warrants in workmanship for a pendo of 90 days from the completion of the repair, maintenance of olely in accordance with the manufacturer's warranty, if any services will be free from material defects in workmanship for a pendo of 90 days from the completion of the repair, maintenance olely in accordance with the manufacturer's warranty, if any.

YESCO's warranted solely in accordance with the manufacturer's warranty, if any.

YESCO's warranted actient of a sample caused by ordinary wear and test, sectoder, abuse, or they are the sectoder, abuse, or the sector of the goods or services and solely by YESCO. YESCO Sylelinary was a coldent, abuse, any year of the goods or services that the warranty is any penebagion of the goods or services and solely by YESCO. YESCO Sylelinary was any part of the sector of services and section.

Note that the sector of the sector of the shows warranty and the sectoder, abuse, and the sectoder of the sector of the sector

Period, in accordance with the terms of the above werrantes.

Y. Extended Werranty; If the Work expressly includes an extended warranty for the recurring maintenence, service, or repair of goods over a term for a cne-time, up-front payment or periodic payments over term, the provisions of this perengraph will apply. So long as your payment or periodic fed., a lease agreement, including this Agreement, VESCO appress to service the goods only as described in the Work When the goods replace, you agree to notify VESCO. In writing, and very fed., a lease ogreement, including this Agreement, VESCO appress to service the goods only as described in the Work When the goods require service, you agree to notify VESCO. In writing, and renty obligations are inapplicable to damage for the same exclusions set of the seven that parts or merenty obligations are inapplicable to damage for the same exclusions set of the sevent that limited wer. In this work, the sevent that in the limited wer. In the service is and to the award the same exclusions set forth in the limited wer. In the service is and to the award the same exclusions set forth in the limited wer. In the service is and to the award the same is calculated warranty obligations with respect to the selected goods or components and your exclusive removements or the same. In the event that service is performed by a third party without the award of years of the same. In the event the same, in the service is performed by a third party without the subject of the same for the same. In the event the same, in the same in the proportion of the same to the same in the same in the service of periodic payment for the same. In the service of periodic payment for the same, in the same in the service of periodic payment for the same. In the service of periodic payment for the same, in the service of periodic payment for the same, in the service of periodic payment for the service of periodic payment or reduction to any periodic payment to reduction to any periodic payment to reduction

B. Risk of Loss, Damage or Destruction, any periodic particular which which which the work particular of the work particular or cute of Destruction; Insurances: Except to the extent of damage caused by the negligent or otherwise wrongtill ests of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by abstruc, ceasuity, wandlailm, the Corism, and cots of God. Any stipments ere FOB YESCO, Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO os tose to damage at least in the amount owed to YESCO os tose with respect to such insurence.

must name YESCO as loss payee with respect to such insurence.

must name YESCO as loss payee with respect to such insurance.

Increased, the such insurance is an expension of lightness of the such insurances. You must declare must name which the sand feels of all layes, liens, and encurbrences. You must declare be a studing which it was not close of all escociated penaluses as required, and pay when due all taxes, fees, assessments, charges, and all associated penaluser infinited (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must infinite at collectively liens of sny wonership fels in the payer and all escential to the same.

10. Security Interest Uniti your obligations are fully satisfied, you agree that the Work and related goods are YESCO, property, fire of sny wonership fels in your own and a sny decent realty, or the collection of eight of you, the owner of any editer of any ender satisficial without limites to perfect assign; to secure in performance of your obligations, you grant to your defent, as not described in the work of the work of assign; to perform the work of the work of assign; to secure in the performance of your obligation in the performance of your obligation in this Appendent as the work of a step of the work of a step in the perform and a to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform the Work. Its forcure, or if at any time bankruptcy, receivership, or other insolvency proceed ingred to the light of a secure obligation in this Appendent after the coloring, and to the your ownit, without notice, become onligating an order to against your order to the perform the work of the manual step you you are any guerattic, you will, without notice, become obligating as one commenced by or against your order of the work of the work of YESCO pursuant to a subject to a secure of the performance of the performa