



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 26, 2024, 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>.

AGENDA

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:
 - A. March 19, 2024

6. Comment Period:

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

- 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.

period. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

- A. Public Comments
 - B. City Manager Comments
 - C. City Council Comments
7. Ordinances:
- A. 24-11: Amend Section 1-2-107 of the West Valley City Municipal Code to Update Certain Parks and Recreation Fees
 - B. 24-12: Amend Section 3-2-102 of the West Valley City Municipal Code to Amend Certain Provisions Governing Executive Orders
8. Resolutions:
- A. 24-50: Approve a Franchise Agreement Between SummitIG Utah, LLC and West Valley City for a Telecommunications Network in the City
9. Motion for Closed Session (if necessary)
10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING MARCH 19, 2024

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, MARCH 12, 2024 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

John Flores, Interim Assistant City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney (*electronically*)
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Interim City Manager/ Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER DON CHRISTENSEN

Councilmember Christensen invited Boy Scout Group 231 to conduct the flag ceremony. He asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 12, 2024

The Council considered the Minutes of the Regular Meeting held March 12, 2024. There were no changes, corrections or deletions.

MINUTES OF COUNCIL REGULAR MEETING MARCH 19, 2024

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Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held March 12, 2024. Councilmember Nordfelt seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Scott Bohn expressed concern regarding speeding in his neighborhood. He noted that he would like to see a speed study conducted and has collected signatures for this to be done. He expressed concern regarding the speed study requirements and regulations.

Matt Davis stated that he shared an email with the Council regarding Ranked Choice Voting. He encouraged the Council to consider this for the next election. Mr. Davis stated that he would like to see action taken to mitigate speed throughout the City, particularly near 3200 West and Cody Brotherson.

Jim Vesock stated that the Clean and Beautiful Committee as well as My Hometown will be doing a cleanup at Decker Lake.

B. CITY MANAGER COMMENTS

John Flores, Interim Assistant City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-2-2024, FILED BY SHANE MCKNIGHT, REQUESTING A ZONE CHANGE FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQUARE FEET) FOR PROPERTY LOCATED AT 4113 SOUTH RUSHFORD COURT

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled March 19, 2024, in order for the City Council to hear and consider public comments regarding Application Z-2-2024, Filed by Shane McKnight, Requesting a Zone Change from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to R-1-7 (Single Unit Dwelling Residential, Minimum Lot Size 7,000 Square Feet) for Property Located at 4113 South Rushford Court.

MINUTES OF COUNCIL REGULAR MEETING MARCH 19, 2024

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

This 7,293 square foot parcel, known as Lot 1A of the Hunter Cove Mountain View Corridor Subdivision, was created from Lots 1 and 2 of the Hunter Cove Subdivision. As part of the Mountain View Corridor project, UDOT acquired Lots 1 and 2 of the Hunter Cove Subdivision and demolished the homes on these lots to facilitate the widening of 4100 South, the termination of Rushford Court in a cul-de-sac, and the construction of the shared use path west of the Mountain View Corridor. Following the completion of the Mountain View Corridor project, UDOT sold the subject parcel in March of 2023.

Since the subject parcel is below the current minimum lot size of 8,000 square feet, the applicant is requesting to rezone the property to the R-1-7 zone so that it will comply with the minimum lot size requirement.

If this application is approved, the applicant intends to build a new home on the subject property. The applicant has submitted a conceptual site plan, front elevation, and floor plans for the property. The proposed home would be 1,420 square feet in area and include an unfinished basement and a two-car garage. The proposed exterior materials include brick and fiber cement siding. The proposed roof pitch is 6:12 with laminated architectural shingles. Based on a preliminary review by staff, the proposed home meets the City's current design standards.

Mayor Lang opened the Public Hearing.

Shane McKnight stated that he is the applicant and would like to see this application approved.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 24-09, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 4113 SOUTH RUSHFORD COURT FROM R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) TO R-1-7 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 7,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 24-09 that would amend the Zoning Map to Show a Change of Zone for Property Located at 4113 South Rushford Court from R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) to R-1-7 (Single Unit Dwelling Residential,

MINUTES OF COUNCIL REGULAR MEETING MARCH 19, 2024

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Minimum Lot Size 7,000 Square Feet).

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

Councilmember Harmon moved to approve Ordinance 24-09.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 24-42: AWARD A CONTRACT TO QUALITY CARPORTS, INC. FOR A CARPORT FOR FIRE STATION 74

John Flores, Interim Assistant City Manager, presented proposed Resolution 24-42 that would award a Contract to Quality Carports, Inc. for a Carport for Fire Station 74

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

For many years now several fire apparatuses at station #74 have been parked outside in the weather. Fire Station #74 is a very busy station and has a lot of apparatus to provide the necessary service demands of the city in this area. Several of this apparatus can't be housed in the existing station bays due to space. Consequently, several expensive large and small apparatus have been parked outside and being subjected to the harsh environment of summer and winter seasons. For this reason, the Facilities Division has designed a space adjacent to the existing bays at station #74. The Location and structure design is approved by the building official and the planning and Zoning Staff.

The facilities have received three bids for this structure.

1. Quality Carports Inc. \$45,264.11
2. Elevate Steel Carports \$54,600.00
3. Awnings Unlimited \$88,500.00

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

Councilmember Whetstone moved to approve Resolution 24-42.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 24-43: AWARD A CONTRACT TO KILGORE CONTRACTING FOR THE 2024 ASPHALT OVERLAY PROJECT

John Flores, Interim Assistant City Manager, presented proposed Resolution 24-4 that would award a Contract to Kilgore Contracting for the 2024 Asphalt Overlay Project.

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

Bids were opened for the project on February 6, 2024. A total of six (6) bids were received. The lowest responsible bidder was Kilgore Contracting in the amount of \$2,148,374.20.

The project consists of 2.2 miles of asphalt pavement on the following major streets:

Lake Park Boulevard	Daybury Drive to 4800 West
3600 West	4100 South to 3500 South
2700 West	3500 South to 3100 South

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

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Councilmember Fitisemanu moved to approve Resolution 24-43.

Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 24-44: APPROVE MODIFICATION NO. 3 TO A FEDERAL AID AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE CROSS TOWNE TRAIL

John Flores, Interim Assistant City Manager, presented proposed Resolution 24-44 that would approve Modification No. 3 to a Federal Aid Agreement Between the City and the Utah Department of Transportation for the Cross Towne Trail.

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

Bids for the Cross Towne Trail project between Bangerter Highway and 2700 West were opened on February 29, 2024. The intricate details of those bids remain confidential, but all bids exceeded the estimate by more than 10%. Per UDOT policy, the contract is not automatically awarded, and the bids remain confidential until the local government agrees to fund the shortage, which is done by a modification to the Federal Aid Agreement (FAA).

This modification will add \$700K of local transportation funds to the FAA for a maximum project value of \$3,464,200 which includes the following funding sources:

- \$806,130 Federal TAP Funds
- \$1,350,000 County Transportation Funds
- \$1,308,070 Local Transportation Funds

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

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Councilmember Nordfelt moved to approve Resolution 24-44.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

A. RESOLUTION 24-45: ACCEPT A STORM DRAINAGE EASEMENT FROM GRANGER-HUNTER IMPROVEMENT DISTRICT FOR PROPERTY LOCATED AT 2155 WEST PRINTERS ROW

Mayor Lang discussed proposed Resolution 24-45 that would accept a Storm Drainage Easement from Granger-Hunter Improvement District for Property Located at 2155 West Printers Row

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

The Granger-Hunter Improvement District parcel located at approximately 2155 W. Printers Row is one of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

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B. RESOLUTION 24-46: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM THE ALICE MARTIN TRUST FOR PROPERTY LOCATED AT 6002 WEST PARKWAY BOULEVARD

Mayor Lang discussed proposed Resolution 24-46 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed and a Temporary Construction Easement With and From the Alice Martin Trust for Property Located at 6002 West Parkway Boulevard

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 city council previously approved a resolution authorizing condemnation if necessary and the property owner previously signed a Right-of Entry and Occupancy Agreement. Agreement was ultimately reached with the assistance of the Office of the Property Rights Ombudsman. The appraised value for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$28,500.00 was negotiated based upon the appraisal reports prepared by Integra Realty Resources and by Stuart & Company.

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, making the West Valley City share \$1,929.45.

C. RESOLUTION 24-47: RATIFY THE REAPPOINTMENT OF MICHAEL FINCH TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2024 AND ENDING MARCH 30, 2026

Mayor Lang discussed proposed Resolution 24-47 that would ratify the Reappointment of Michael Finch to the Professional Standards Review Board for a Term Commencing April 1, 2024 and Ending March 30, 2026.

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

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This resolution re-appoints Michael Finch as a member of the Professional Standards Review Board for a two-year term commencing on April 1, 2024 and ending on March 30, 2026.

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

D. RESOLUTION 24-48: RATIFY THE REAPPOINTMENT OF MARIAH WESTHOFF TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2024 AND ENDING MARCH 30, 2026

Mayor Lang discussed proposed Resolution 24-47 that would ratify the Reappointment of Mariah Westhoff to the Professional Standards Review Board for a Term Commencing April 1, 2024 and Ending March 30, 2026.

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

This resolution re-appoints Mariah Westhoff as a member of the Professional Standards Review Board for a two-year term commencing on April 1, 2024 and ending on March 30, 2026.

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

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

Councilmember Christensen moved to approve the items on the Consent Agenda.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

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Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MARCH 19, 2024 WAS ADJOURNED AT 6:48 P.M. BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, March 19, 2024.

Nichole Camac, CMC
City Recorder

Item #:

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

ISSUE:

Increase and alter the fees at the Family Fitness Center, The Ridge Golf Club, and the Stonebridge Golf Club beginning in the Spring 2024 season.

SYNOPSIS:

The Parks and Recreation Department is requesting a change of the Consolidated Fee Schedule within the Municipal Code 1-2-107 as outlined below.

BACKGROUND:

The cost of providing services has increased significantly over the past four years. While the Parks and Recreation Department provides community services, it must also align with current market and budgetary goals. Department staff work to efficiently monitor fees and determine when changes need to be made. The Parks and Recreation Department would like to modify and increase several fees within this section. These include:

- Family Fitness Center:
 - Annual Membership Passes
 - Drop-In Passes
 - Kidz Kamp Program Fees
 - Afterschool Kamp Fees
 - Remove Kindergarten Kamp Fees (no longer offered)

- Golf Courses:
 - Green Fees
 - Cart Fees
 - Club Rental Fees
 - Driving Range Ball Bucket Fees
 - Tournament Fees
 - Player Pass Fees
 - Remove Power Cart Twilight Rate

RECOMMENDATION:

City staff recommends the Consolidated Fee Schedule changes as outlined above.

SUBMITTED BY:

Jamie Young, Parks and Recreation Director

1 WEST VALLEY CITY, UTAH
2 ORDINANCE NO. _____

3 Draft Date: 2/25/2024

4 Date Adopted: _____

5 Date Effective: _____

6
7 AN ORDINANCE AMENDING SECTION 1-2-107 OF THE
8 WEST VALLEY CITY MUNICIPAL CODE TO UPDATE
9 CERTAIN PARKS AND RECREATION FEES.

10 WHEREAS, Title 1 of the West Valley City Municipal Code establishes a consolidated
11 fee schedule setting forth the fees charged for various City services; and

12 WHEREAS, the City desires to amend certain fees relating to Parks Department facilities;
13 and

14 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is
15 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend
16 Section 1-2-107 of the West Valley City Municipal Code.

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

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

21 Section 2. Amendment. Section 1-2-107 of the West Valley City Municipal Code are
22 hereby amended as follows:

23 1-2-107. PARKS AND RECREATION DEPARTMENT.

24 (1) Park User Fees:

25 a. Park Pavilion Rental – \$80 for residents, \$100 for nonresidents Monday – Thursday;
26 \$100 for residents, \$125 for nonresidents Friday – Sunday

27 b. Park Open Space Use Fee (for festivals, circus, car shows) – \$400 per day

28 c. Soccer Field Rental – \$100 per half-day (before/after 2 P.M.)

29 d. Soccer Field Fee to Line Field and Goal Area – \$100

30 e. Softball Field Rental – \$250 per half-day (before/after 2 P.M.)

- 31 f. Field Lights (per field) – \$75/hour or fraction of an hour
- 32 g. Softball/Baseball Field Prep
- 33 i. \$65/field each time to drag, mark, or rake
- 34 ii. \$20/field for quick rake and re-mark
- 35 h. Electrical Power Boxes – \$200 set up fee/box
- 36 i. Electrical Power Box Rental – \$25/day
- 37 (2) Use of Maverik Center, per patron – \$1/ticket.*

38 * Except for community events hosted or co-sponsored by the City

39 (3) Family Fitness Center:

40 a. Annual Membership Passes (West Valley City Residents):

- 41 i. Family (up to six) – ~~\$440~~484 or ~~\$48~~43.25/month
- 42 ii. Couple – ~~\$37~~4412 or ~~\$37~~2541/month
- 43 iii. Couple – Senior (60+) – ~~\$23~~3256 or ~~\$22~~2525/month
- 44 iv. Adult – ~~\$25~~5281 or ~~\$24~~2527/month
- 45 v. Adult – Senior (60+) – ~~\$17~~3190 or ~~\$16~~2518/month
- 46 vi. Student Minor (~~12~~3 – 17) – ~~\$20~~7228 or ~~\$20~~2523/month
- 47 ~~vii. Youth (4 – 11) – \$168 or \$16.25/month~~

48 Military/Veterans – 10 percent discount

49 b. Annual Membership Passes (Nonresidents):

- 50 i. Family (up to six) – ~~\$49~~0539 or ~~\$52~~4725/month
- 51 ii. Couple – ~~\$42~~4467 or ~~\$41~~2545/month
- 52 iii. Couple – Senior (60+) – ~~\$25~~1311 or ~~\$24~~2529/month
- 53 iv. Adult – ~~\$30~~5336 or ~~\$28~~2531/month
- 54 v. Adult – Senior (60+) – ~~\$19~~1245 or ~~\$18~~2522/month
- 55 vi. Student Minor (~~3~~12 – 17) – ~~\$25~~7283 or ~~\$24~~2527/month
- 56 ~~vii. Youth (4 – 11) – \$218 or \$20.25/month~~

57 Military/Veterans – 10 percent discount

58 c. Family Fitness Center Daily Admission Fees (West Valley City Residents):

- 59 i. ~~Youth~~ Minor (~~4 – 11~~3-17) – ~~\$3~~5
- 60 ii. ~~Student (12 – 17) – \$5~~
- 61 iii. Adult – ~~\$6~~7

- 62 ~~iviii.~~ Senior (60+) – \$4.50
- 63 Military/Veterans – 10 percent discount
- 64 d. Family Fitness Center Daily Admission Fees (Nonresidents):
- 65 i. ~~Youth Minor (3-174—11)~~ – \$56
- 66 ii. ~~Student (12—17)~~ – \$6
- 67 iii. Adult – \$78
- 68 iv. Senior (60+) – \$5.50
- 69 Military/Veterans – 10 percent discount
- 70 e. *Repealed by Ord. 19-12.*
- 71 f. *Repealed by Ord. 19-12.*
- 72 g. Family Fitness Center Childcare Fees:
- 73 i. Per Child – \$4/hour; Members: first hour free, \$2 for each additional hour
- 74 ii. Kidz Kamp Program – \$~~30~~36/day; members receive a 15% discount
- 75 iii. ~~Kindergarten Kamp~~ – \$17/day per child; members receive a 15% discount
- 76 ~~iviii.~~ Afterschool Kamp – \$~~12~~17/day; members receive a 15% discount
- 77 (4) The Ridge Golf Club:
- 78 a. 9 holes:
- 79 i. Green fees – \$~~16.50~~18
- 80 ii. Power Carts – \$810
- 81 iii. ~~Power Carts Twilite (after 3:00 P.M. any day when Daylight Saving Time is in~~
- 82 ~~effect)~~ – \$13
- 83 ~~iviii.~~ Pull carts – \$~~3.50~~4
- 84 v. ~~Club rental~~ – \$10
- 85 ~~viiiv.~~ Premium Club rental – \$20
- 86 b. 18 holes:
- 87 i. Green fees – \$~~33~~36
- 88 ii. Power Carts – \$~~16~~20
- 89 iii. Pull carts – \$68
- 90 iv. ~~Club rental~~ – \$15
- 91 iv. Premium Club rental – \$35
- 92 c. Military Rate for 9 holes – \$~~10.50~~11, for 18 holes – \$~~21~~22

- 93 d. Juniors (High School and College players), 9 holes (Monday – Friday anytime,
94 weekends and holidays after 1:00 P.M.) – \$8.509
- 95 e. Juniors (High School and College players), 18 holes (Monday – Friday anytime,
96 weekends and holidays after 1:00 P.M.) – \$1618
- 97 f. Seniors, 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) –
98 \$11.5012
- 99 g. Seniors, 18 holes (Monday – Friday anytime, weekends and holidays after 1:00
100 P.M.) – \$2324
- 101 ~~h. Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – \$23, does~~
102 ~~not include cart~~
- 103 ih. Passes:
- 104 i. Players Pass – \$249.95
- 105 ii. Players Pass 9/18 holes (Monday – Thursday anytime) – \$910
- 106 iii. Players Pass 18 holes (Fridays, weekends and holidays, includes cart) – \$3235
- 107 iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – \$9
- 108 ~~v. Players Pass Guest 18 holes – \$28~~
- 109 vi. Punch Pass 10 rounds of 9 holes – \$115130 (\$8590 for Lake Park employees,
110 must show Lake Park employee ID to purchase)
- 111 ji. Driving range:
- 112 i. Range Balls, small bucket – \$4.505
- 113 ii. Range Balls, large bucket – \$810
- 114 iii. Players Pass Small Bucket – \$3.504
- 115 iv. Players Pass Large Bucket – \$78
- 116 v. 10-Token driving range pass – \$3540 (\$30 for Lake Park employees, must show
117 Lake Park employee ID to purchase)
- 118 kj. Tournaments:
- 119 i. Monday – Thursday, includes cart and merchandise – \$65
- 120 ii. Friday – Sunday, includes cart and merchandise – \$11,000 course rental for 18
121 holes, up to 144 players
- 122 (5) Stonebridge Golf Course:
- 123 a. 9 holes:

- 124 i. Green Fees – ~~\$16.50~~18
- 125 ii. Power Carts – ~~\$8~~10
- 126 ~~iii. Power Carts Twilite (after 3:00 P.M. any day when Daylight Saving Time is in~~
- 127 ~~effect) – \$13~~
- 128 ~~iv~~iii. Pull Carts – ~~\$3.50~~4
- 129 ~~v. Club Rental – \$10~~
- 130 ~~vi~~v. Premium Club Rental – \$20
- 131 b. 18 holes:
- 132 i. Green Fees – ~~\$33~~36
- 133 ii. Power Carts – ~~\$16~~20
- 134 iii. Pull Carts – ~~\$6~~8
- 135 ~~iv. Club Rental – \$15~~
- 136 ~~iv~~. Premium Club Rental – \$35
- 137 c. Military Rate for 9 holes – ~~\$10.50~~11; 18 holes – ~~\$21~~22
- 138 d. Juniors (High School and College Players), 9 holes (Monday – Friday anytime,
- 139 weekends and holidays after 1:00 P.M.) – ~~\$8.50~~9
- 140 e. Juniors (High School and College Players), 18 holes (Monday – Friday anytime,
- 141 weekends and holidays after 1:00 P.M.) – ~~\$16~~18
- 142 f. Seniors, 9 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) –
- 143 ~~\$11.50~~12
- 144 g. Seniors, 18 holes (Monday – Friday anytime, weekends and holidays after 1:00
- 145 P.M.) – ~~\$23~~24
- 146 ~~h. Twilite (after 3:00 P.M. any day when Daylight Saving Time is in effect) – \$23, does~~
- 147 ~~not include cart~~
- 148 ~~i. Nonresident, 9 holes – \$23, 18 holes – \$46, and Twilite – \$34~~
- 149 ~~j~~h. Passes:
- 150 i. Players Pass – \$249.95
- 151 ii. Players Pass 9/18 holes (Monday – Thursday anytime) – ~~\$9~~10
- 152 iii. Players Pass 18 holes (Fridays, weekends and holidays, includes cart) – ~~\$32~~35
- 153 iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – \$9
- 154 ~~v. Players Pass Guest 18 holes – \$28~~

- 155 vi. Punch Pass 10 rounds of 9 holes – ~~\$115~~130 (~~\$85~~90 for Lake Park employees,
- 156 must show Lake Park employee ID to purchase)
- 157 ~~ki.~~ Driving Range:
- 158 i. Range Balls, small bucket – ~~\$4.50~~5
- 159 ii. Range Balls, large bucket – ~~\$8~~10
- 160 iii. Players Pass Small Bucket – ~~\$3.50~~4
- 161 iv. Players Pass Large Bucket – ~~\$7~~8
- 162 v. 10-Token driving range pass – ~~\$35~~40 (~~\$25~~30 for Lake Park employees, must
- 163 show Lake Park employee ID to purchase)
- 164 ~~vi. Annual driving range pass – \$275~~
- 165 l. Tournaments:
- 166 i. Monday – Thursday, includes cart and merchandise – \$65
- 167 ii. Friday – Sunday, includes cart and merchandise – \$11,000 for course rental for
- 168 18 holes, up to 144 players
- 169 iii. Friday – Sunday, includes cart and merchandise – \$14,000 course rental for 27
- 170 holes, up to 220 players

171 (6) Golf Club/Course Temporary Fee Discounts:

172 The Parks and Recreation Director is authorized to implement temporary fee discounts to
 173 stimulate play and increase revenues. The Parks and Recreation Director shall notify the City
 174 Manager of any such discounts following the implementation or approval of any said
 175 discounts.

176 (7) Community and Recreational Services Fees:

177 The facilities of the Parks and Recreation Department provide various community and
 178 recreational services and programs, including, but not limited to: classes, lessons, sports
 179 leagues, community programming, and special events, which are largely seasonal and subject
 180 to the availability of Departmental resources. The City Manager is authorized to approve fees
 181 for the foregoing community and recreational services; provided, that the fees are based on
 182 the costs associated with providing the services and programs and that the fees are consistent
 183 with the industry standards of similar facilities. The City Manager shall provide the City
 184 Council with an update of the approved fees annually or whenever there is a substantial fee
 185 increase or whenever an approved increase impacts a substantial number of residents.

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

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

PASSED and APPROVED this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

ISSUE:

Amend City Code 3-2-102 to require Executive Orders be issued with the advice and consent of the City Council.

SYNOPSIS:

This ordinance will modify City Code 3-2-102(2)(d) as follows:

Prescribe such rules and regulations by executive order, with the advice and consent of the City Council, as the City Manager shall deem necessary or expedient for the conduct of all departments, divisions, and offices; and revoke, suspend, or amend any rule or regulation by whoever prescribed.

SUBMITTED BY:

Requested by City Council

1 WEST VALLEY CITY, UTAH

2
3 ORDINANCE NO. _____

4
5 Draft Date: 3/7/2024

6 Date Adopted: _____

7 Date Effective: _____

8
9 AN ORDINANCE AMENDING SECTION 3-2-102 OF THE
10 WEST VALLEY CITY MUNICIPAL CODE TO AMEND
11 CERTAIN PROVISIONS GOVERNING EXECUTIVE
12 ORDERS.

13
14 WHEREAS, Title 3 of the West Valley City Municipal Code establishes regulations
15 concerning the administrative operations of the City; and

16 WHEREAS, the City desires to amend certain regulations concerning executive orders;
17 and

18 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is
19 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend
20 Section 3-2-102 of the West Valley City Municipal Code.

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

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

25 Section 2. Amendment. Section 3-2-102 of the West Valley City Municipal Code is
26 hereby amended as follows:

27 3-2-102. CITY MANAGER.

28 (1) The City Manager is the Chief Executive Officer of the City and has the following powers
29 and duties:

30 a. To faithfully execute and enforce all applicable laws, ordinances, rules, and

31 regulations and to see that all franchises, leases, permits, contracts, licenses, and
32 privileges granted by the City are observed.

33 b. To carry out the policies and programs established by the City Council.

34 c. To organize and direct the management of the executive affairs of the City in a manner
35 consistent with state law and City ordinances.

36 d. To appoint a budget officer who shall be the Finance Director, for the purpose of
37 complying with the requirements of the Uniform Municipal Fiscal Procedures Act.

38 e. To appoint, with the advice and consent of the City Council, a qualified person to each
39 of the offices of Assistant City Manager, City Recorder, City Treasurer, Administrative
40 Services Director, Communications Director, Community and Economic Development
41 Director, Community Preservation Director, Finance Director, Fire Chief, City Attorney,
42 Parks and Recreation Director, Chief of Police, City Engineer, and Public Works Director;
43 to create any other offices as may be deemed necessary for the good government of the
44 municipality; and to regulate and prescribe the powers and duties of all other officers of
45 the City, except as provided by law or by ordinance.

46 f. To examine and inspect the books, records, and official papers of any office,
47 department, agency, board, or commission of the City, and to make investigations and
48 require reports from personnel.

49 g. To appoint, subject to the provisions of law and this Administrative Code and with
50 the advice and consent of the City Council, suspend, and remove, heads of City offices,
51 departments, and agencies and all appointive officers of boards and commissions.

52 h. To establish standards, qualifications, criteria, and procedures to govern the
53 appointments by heads of offices, departments, and agencies, or by other authorized
54 officers, of divisional officers, assistants, deputies, and employees within their respective
55 organizational units, subject to any applicable provisions of the merit system and this
56 Administrative Code.

57 i. To submit to the City Council plans and programs relating to the development and
58 needs of the City, and reports concerning the financial, administrative, and operational
59 activities of municipal offices, departments, agencies, boards, and commissions, together
60 with the City Manager's evaluation and recommendations relating to them.

61 j. To attend all meetings of the City Council and take part in its discussions and
62 deliberations, but without the right to vote.

63 k. To appoint, with approval by majority vote of the full membership of the City Council,
64 an Acting City Manager to serve in the City Manager's absence or temporary incapacity
65 to perform the powers and duties provided for in this Title.

66 l. To discharge any other duties specified by statute or imposed by the City Council.

67 (2) In addition to the above-enumerated powers and duties, the City Manager may:

68 a. Authorize a department head or officer responsible to the City Manager to appoint and
69 remove subordinates serving under that department head or officer.

70 b. Personally assume, unless the office legally requires a particular designation or
71 certification, or delegate to some other officer or employee, the duties of any office or
72 position under the City Manager's control which is vacant or which lacks administration
73 due to the absence or disability of the incumbent.

74 c. Assign any employee of the City to any department or branch thereof requiring
75 services appropriate to the Human Resource Office classification of the employee so
76 assigned.

77 d. Prescribe such rules and regulations by executive order, with the advice and consent
78 of the City Council, as the City Manager shall deem necessary or expedient for the
79 conduct of all departments, divisions, and offices; and revoke, suspend, or amend any rule
80 or regulation by whoever prescribed.

81 e. Personally or by delegation, investigate and examine or inquire into the affairs or
82 operation of any department, division, or office; and, when so authorized by the City
83 Council, the City Manager shall have power to employ consultants and professional
84 counsel to aid in such investigations, examinations, or inquiries.

85 f. Examine all proposed contracts to which the City may be a party. When a purchase,
86 obligation, or other contract may be properly entered into without specific City Council
87 approval, the City Manager or any official delegated the responsibility may sign the
88 document on behalf of the City. The Mayor's facsimile signature shall also be used and
89 shall be countersigned by the City Recorder.

90 g. Approve merit pay increases, bonuses, or other compensation for City personnel when

- 91 appropriate.
- 92 h. Set aside any action taken by a department head and supersede the department head
93 in the functions of the department head's office.
- 94 i. Direct any department, division, or office to perform the work for any other
95 department, division, or office, except where legally prohibited.
- 96 j. Compromise and settle, or authorize the City Attorney to compromise and settle, all
97 claims or legal actions involving the City.
- 98 k. Set the dates of all public hearings: The City Manager shall notify the City Council of
99 all such dates at a subsequent meeting of the City Council.
- 100 l. Designate such committees and the officers thereof as the City Manager shall find
101 necessary for the proper consideration of administrative problems. Such committees shall
102 meet at the request of the City Manager and shall make such recommendations on matters
103 referred to them as they shall find necessary for the best interests of the City.
- 104 m. Declare any property to be surplus to the needs of the City and dispose of the property
105 consistent with law.
- 106 n. Accept, reduce, extend, and release performance bonds and delay agreements as
107 provided in Section 3-2-106.
- 108 o. In addition to the Personnel Policy and Procedures rules for filling open employment
109 positions, when the City Manager determines that it is in the best interests of the City, the
110 City Manager may authorize alternative employment methods, including the recruitment
111 of specific individuals.

112 ~~(3) The City Manager's responsibilities in the Good Landlord Program are as follows:~~

113 ~~a. Primary responsibility for coordinating the program shall be delegated to the West
114 Valley City Rental Unit Task Force ("Task Force").~~

115 ~~b. The West Valley City Manager, or his designee, shall serve as the Task Force Director
116 and shall have full discretion in all matters affecting the Task Force and the program.~~

117

118 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by

119 a court of competent jurisdiction, the remainder shall not be affected thereby.

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

122

123 **PASSED and APPROVED** this _____ day of _____, 2024.

124

125 WEST VALLEY CITY

126

127 _____

128 MAYOR

129 ATTEST:

130

131 _____

132 CITY RECORDER

133

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

ISSUE:

A Resolution approving a franchise agreement with SummitIG Utah, LLC (“Summit”), to construct and maintain a telecommunications network in the City.

SYNOPSIS:

This Franchise Agreement will allow Summit to establish a telecommunications network in, under, along, over and across present and future rights-of-ways of the City.

BACKGROUND:

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Summit’s duty to secure permits from Public Works for any excavation or construction.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A FRANCHISE AGREEMENT BETWEEN SUMMITIG UTAH, LLC AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY.

WHEREAS, SummitIG Utah, LLC (herein “Summit”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

WHEREAS, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide Summit a nonexclusive franchise to operate a telecommunications network in the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Summit. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” 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 interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Summit.

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

PASSED and APPROVED this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
TELECOMMUNICATIONS FRANCHISE APPLICATION**
(Capitalized terms are defined in the West Valley City Municipal Code Title 20-5, et seq.)

SummitIG Utah, LLC _____ (herein "Provider"),
(Name of Applicant)

a limited liability company _____, organized under the laws
(Corporation, LLC, Partnership, Individual)

of Delaware _____, with its principal headquarters
(State)

located in Virginia _____, does hereby request a Franchise
(State)

to utilize the Rights-of-Way of all or a part of West Valley City (herein the "City"), pursuant to the City's Telecommunications Rights-of-Way Ordinance found in Title 20, Chapter 5 of the West Valley City Municipal Code (herein "ROW Ordinance").

A. Please list all names (d/b/a's) the Provider will be doing business under in the City:

SummitIG Utah, LLC

Name of Contact Person:	Telephone Number:
<u>Steve Ragland</u>	<u>804-317-4483</u>
_____	_____

<u>22365 Broderick Drive, Suite 250</u> <u>Sterling, Virginia 20166</u>	City, State and Zip Code:
_____	_____

B. This Application is a:

- New Application
- Renewal Application
- Transfer of Franchise

C. At the time of this Application, Provider is planning to do the following (mark all that apply):

- Construct a System using the Rights-of-Way
- Directly provide Telecommunications Services to the public
 - Local dial tone services
 - Interstate long distance services
 - Intrastate long distance services
 - High speed data transmission services
 - High speed Internet services
- Provide the private Telecommunication needs of the Provider
- Lease **TO** or otherwise allow all or a portion of its System to be used by another Provider. List name(s) of other Provider(s), if known:

Provider may lease some of the System to other providers, but does not have any arrangement now to identify such providers.

- Lease **FROM** or otherwise use another Provider's System. List name(s) of other Provider(s), if known:

- Construct an Open Video System
- Provide an Open Video System

D. The application fee required in the ROW Ordinance accompanies this Application. The Provider understands that this Application will not be considered until the application fee is paid.

E. As provided in Title 20-5-201(1) of the City Code, this Application includes all written documentation, verbal statements and representations, in whatever form, made by the Provider to the City concerning the construction of a Telecommunication System over, under, on, or through the Rights-of-Way; the Telecommunication Services proposed to be provided in the City by the Provider; and any other matter pertaining to a proposed System or Service.

F. Except to the extent any Ordinance provision referenced herein is invalidated, the Provider hereby certifies and agrees as follows:

1. All information contained in this Application and all other information presented to the City is true and correct;
2. The Provider is familiar with the ROW Ordinance and will comply with it in all respects if the Franchise is granted;
3. The Provider has received a Certificate of Convenience and Necessity from the Utah Public Service Commission, if required;

4. The Provider has the financial ability to compensate the City during the Franchise term by paying the franchise fee as required in the ROW Ordinance and the Franchise Agreement.
5. The Provider will comply with the requirements of Section 6 of the ROW Ordinance which governs construction and technical requirements;
6. The Provider will obtain excavation permits as required by the ROW Ordinance and West Valley City Municipal Code Title 19-2-300P, et seq. and promptly pay the permit fees;
7. The Provider will pay the up-front franchise fee required in the Franchise Agreement when it is granted;
8. The signers of this Application have the authority to make these certifications and agreements on behalf of the Provider;
9. Prior to making any attachments to poles owned by the city, the Provider is willing to enter into a pole attachment agreement with the City.

PROVIDER

SummitIG Utah, LLC

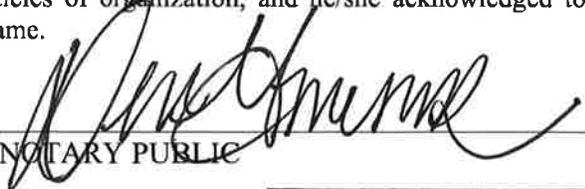
By: _____



Name/Title: Sunny Kumar, CEO

State of Virginia)
 County of Loudoun) :ss

On this 7 day of March, 2024, Sunny Kumar 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 CEO of SummitIG Utah, LLC, a 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.



 NOTARY PUBLIC

DEVIN GRIMM MESSINGER NOTARY PUBLIC REG. #7577853 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES APRIL 30, 2025

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and SummitIG Utah, LLC (hereinafter "Provider"), a limited liability company organized under the laws of the State of Delaware with its principal offices at 22365 Broderick Drive, Suite 250, Sterling, VA 20166, (hereinafter "Party" individually and "Parties" collectively).

W I T N E S S E T H :

WHEREAS, the Provider desires to provide Telecommunications Services, as defined in Chapter 20-5-201(25) of the West Valley City Municipal Code, within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

WHEREAS, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

WHEREAS, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

WHEREAS, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

1.2 **Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges

that it has had an opportunity to read and become familiar with the Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

1.3 **Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE

2.1 **Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider's activities in the right-of-way.

ARTICLE 3. TERM AND RENEWAL

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be automatically renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City's representative designated herein written notice of the Provider's intent not to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments.

ARTICLE 5. POLICE POWERS

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 Remedies at Law. In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

ARTICLE 8. PARTIES DESIGNEES

8.1 **City Designee and Address.** The West Valley City Public Works Director or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 3600 Constitution Boulevard, West Valley City, Utah 84119, or such other officer and address as the City may designate by written notice to the Provider.

8.2 **Provider Designee and Address.** The Provider's SVP of Operations or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 22365 Broderick Drive, Suite 250, Sterling, VA 20166 and such other office as the Provider may designate by written notice to the City.

8.3 **Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage reasonably acceptable to the City.

9.2 **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City

seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

ARTICLE 10. GENERAL PROVISIONS.

10.1 **Binding Agreement.** The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

