



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, April 23, 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>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Jake Fitisemanu
4. Special Recognitions
5. Approval of Minutes:
 - A. April 16, 2024
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring the 26th Day of April 2024 as Arbor Day in West Valley City
7. 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

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

shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period. 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
8. Resolutions:
- A. 24-63: Approve an Agreement With Rocky Mountain Power to Provide Service to a City Park
9. Motion for Closed Session (if necessary)
10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING APRIL 16, 2024

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, APRIL 16, 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:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Interim Assistant City Manager/ HR Director
Eric Bunderson, City Attorney
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
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER WILLIAM WHETSTONE

Councilmember Whetstone asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 9, 2024

The Council considered the Minutes of the Regular Meeting held April 9, 2024. There were no changes, corrections or deletions.

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Councilmember Harmon moved to approve the Minutes of the Regular Meeting held April 9, 2024. Councilmember Fitisemanu seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Mike Markham stated that he would like to ensure Code Enforcement is prepared to begin issuing citations for the summer. He added that the Council should be sure to abide by their votes.

Jim Vesock suggested court ordered volunteerism be conducted at the Animal Shelter to help provide services. He added that staff should be at all City events promoting adoptions. Mr. Vesock stated that the recent My Hometown events were great.

B. CITY MANAGER COMMENTS

Ifo Pili, City Manager, had no comments.

C. CITY COUNCIL COMMENTS

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

RESOLUTION 24-57: AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DLS CONSULTING, INC.

Mayor Lang presented proposed Resolution 24-57 that would authorize the Execution of a Professional Services Agreement with DLS Consulting, Inc.

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

During the general and interim sessions of the Utah Legislature, the City often requires assistance in achieving the legislative priorities established by the City Council and City Manager. Since 2005, the City has contracted with DLS Consulting, Inc. to provide governmental relations services. DLS has proven to be an effective and reliable partner in assisting the City at the Capitol and in navigating other challenges. DLS proved to be a particularly valuable partner in managing the unique issues that arose during the 2024 legislative session and helped the City achieve significant results in both appropriations and substantive policy.

The compensation remains unchanged from the prior agreement, which was executed in 2020.

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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 Christensen moved to approve Resolution 24-57.

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.

CONSENT AGENDA

A. RESOLUTION 24-58: ACCEPT A STORM DRAINAGE EASEMENT FROM CAPITOL PROPERTIES SIX LLC FOR PROPERTY LOCATED AT 2105 WEST PRINTERS ROW

Mayor Lang discussed proposed Resolution 24-58 that would accept a Storm Drainage Easement from Capitol Properties Six LLC for Property Located at 2105 West Printers Row.

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

The Capitol Properties Six LLC parcel located at 2329 – 2329 W. Orton Circle 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 24-59: ACCEPT A STORM DRAIN EASEMENT FROM AMBER VIEW RENTAL SPE, LLC AND MISSION 1160, LLC FOR PROPERTY LOCATED AT 2064 WEST ALEXANDER STREET

Mayor Lang discussed proposed Resolution 24-59 that would accept a Storm Drain Easement from Amber View Rental SPE, LLC and Mission 1160, LLC for Property Located at 2064 West Alexander Street

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

The Amber View Rental SPE, LLC and Mission 1160, LLC parcel located at 2064 W. Alexander Street 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.

C. RESOLUTION 24-60: ABANDON A STORM DRAIN EASEMENT AND ACCEPT A STORM DRAINAGE EASEMENT FROM HUNT 1920 LLC FOR PROPERTY LOCATED AT 1920 WEST ALEXANDER STREET

Mayor Lang discussed proposed Resolution 24-59 that would abandon a Storm Drain Easement and Accept a Storm Drainage Easement from Hunt 1920 LLC for Property Located at 1920 West Alexander Street,

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

The Hunt 1920 LLC parcel located at 1920 W. Alexander Street 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. Upon completion of this project, the existing Storm Drain Easement across the parcel located at 1940 W. Alexander Street will no longer be needed.

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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.

D. RESOLUTION 24-61: AUTHORIZE THE CITY TO ENTER INTO A REAL ESTATE PURCHASE CONTRACT AND ACCEPT A WARRANTY DEED, A PERPETUAL EASEMENT, AND TWO TEMPORARY CONSTRUCTION EASEMENTS WITH AND FROM THE UTAH TRANSIT AUTHORITY FOR PROPERTY LOCATED AT 3616 SOUTH MARKET STREET

Mayor Lang discussed proposed Resolution 24-61 that would authorize the City to Enter Into a Real Estate Purchase Contract and Accept a Warranty Deed, a Perpetual Easement, and Two Temporary Construction Easements With and From the Utah Transit Authority for Property Located at 3616 South Market Street

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

The Utah Transit Authority parcels located at 3616 S. Market Maur Street is one of several parcels affected by the Lancer Way Reconstruction Project; 2700 West to 3200 West. This project will widen 3650 South and provide for curb, gutter and sidewalk on Lancer Way from 2700 West to 3200 West where it does not currently exist. The project will also install textured, colored concrete park strip, street trees, streetlights and new ramps at street intersections on Lancer Way. Compensation for the purchase of the Warranty Deed, a Perpetual Easement and two Temporary Construction Easements is \$68,100.00 and was based upon the appraisal report prepared by Integra Realty Resources.

The project is being funded through the Surface Transportation Program (STP). The city is responsible for 6.77% of all project costs, including right of way, making the West Valley City share of the acquisition \$4,610.37.

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

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

Councilmember Nordfelt seconded the motion.

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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.

NEW BUSINESS

RESOLUTION 24-62: RATIFY THE CITY MANAGER'S APPOINTMENT OF JOHN FLORES AS ASSISTANT CITY MANAGER

Mayor Lang presented proposed Resolution 24-62 that would ratify the City Manager's Appointment of John Flores as Assistant City Manager.

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

John Flores has been with West Valley City for 11 years, currently the HR Director. Since January 2024 he has served as the Interim Assistant City Manager. He has the background, knowledge, education, and experience to successfully fulfil the Assistant City Manager role.

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

Councilmember Huynh moved to approve Resolution 24-62.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

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Mayor Lang

Yes

Unanimous.

Nichole Camac, City Recorder, administered the Oath of Office to John Flores.

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, APRIL 16, 2024 WAS ADJOURNED AT 6:40 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, April 16, 2024.

Nichole Camac, CMC
City Recorder

WEST VALLEY CITY, UTAH

PROCLAMATION

**A PROCLAMATION DECLARING THE 26TH DAY OF APRIL, 2024,
AS ARBOR DAY IN WEST VALLEY CITY.**

WHEREAS, West Valley City, Utah, has committed considerable time and resources to the urban forest and has chosen to set aside a special day for the planting of trees; and

WHEREAS, this holiday called “Arbor Day” is observed in every state in the union and throughout the world; and

WHEREAS, trees can reduce the erosion by wind and water of our precious topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify the community; and

WHEREAS, wherever they are planted, trees are a source of joy and spiritual and mental renewal.

NOW THEREFORE, the City Council of West Valley City, Utah, does hereby proclaim April 26, 2024, as Arbor Day in West Valley City, Utah, and urge all citizens to support efforts to protect the trees and woodlands and to support the City’s urban forest, and urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations. Dated this _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	<u>\$32,126.00</u>
Funding Source:	<u>Park Impact Fees</u>
Account #:	<u>32-7680-40750</u>
Budget Opening Required:	<u>No</u>

ISSUE:

A resolution approving the payment of capital improvement costs and service contract with Rocky Mountain Power for the West View Park Expansion.

SYNOPSIS:

With the construction of the West View Park Expansion power needs to be consolidated and moved underground.

BACKGROUND:

West View Park Expansion is located at 4059 S 6000 W. It is between West View Park and the grass field installed by UDOT with Mountain View Corridor. This project will begin to combine these properties into one larger park complex. The homes that were purchased for this park had overhead power lines. As we are developing these lots into a park, we will be removing the overhead power and putting it underground. As part of this, we will need to install infrastructure and have a new agreement with Rocky Mountain Power. Costs for this will be \$32,126.00.

RECOMMENDATION:

Approve the contract and payment to Rocky Mountain Power for power at West View Park Expansion at the cost of \$32,126.00.

SUBMITTED BY:

Jason Erikson, Assistant Director, Parks and Recreation
Jamie Young, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH ROCKY MOUNTAIN POWER TO PROVIDE SERVICE TO A CITY PARK.

WHEREAS, the City desires to obtain power service at a park facility (the “Project”); and

WHEREAS, Rocky Mountain Power is willing to perform said installation at the City’s expense, contingent upon the execution of an acceptable agreement; and

WHEREAS, a General Service Contract (hereinafter, the “Agreement”) has been prepared by and between the parties to set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
WEST VALLEY CITY**

This General Service Contract ("Contract"), dated September 8, 2023, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **WEST VALLEY CITY** ("Customer"), for electric service for Customer's City Park operation at or near 4059 S 6000 W West Valley City, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 14 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$2,736.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

_____ **Refund Option.** The total Customer Advance for this work is \$32,376.00, and the **balance due is \$32,376.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

_____ **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$32,126.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$111.56 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 23 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

Following execution of Contract but prior to completion of installation of Company's Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer's Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;

- b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
 - d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
 - e) Comply with all of Company's tariffs, procedures, specifications and requirements.
- 8. Special Provisions:** Third-Party Relocation Costs: This work agreement does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing poles/facilities. Customer shall be solely responsible for making all necessary arrangements for removal of third-party facilities from Company's poles/facilities and arrangements with such third-parties for continuation of their communication lines, and paying the associated costs.
- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

- 10. Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any

liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

11. Payments. All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. Furnishing Information and Deposits. Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Utah Electric Service Regulation No. 9.

13. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. Assignment. The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. Attorneys' Fees. If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

WEST VALLEY CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

1569 W North Temple Street
ADDRESS

Salt Lake City UT, 84116
CITY, STATE, ZIP

EMAIL ADDRESS



West View Park

Green new line to new meter and panel

Electrical to be removed. Dots are Poles