



The Regular Meeting of the West Valley City Council will be held on Tuesday, December 16, 2014, 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.

Posted 12/11/2014, 9:00 a.m.

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:
  - A. December 2, 2014 (Regular Meeting)
6. Comment Period:

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

- A. Public Comments
- B. City Manager Comments

*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 Sheri McKendrick.*

- C. City Council Comments
7. Public Hearings:
- A. Accept Public Input Regarding the Adoption of an Impact Fee Facilities Plan, Impact Fee Analysis and an Ordinance Amending Impact Fees
- Action: Consider Resolution No. 14-190, Adopting an Impact Fees Facilities Plan and Impact Fee Analysis
- Action: Consider Ordinance No. 14-47, Amending Sections 1-2-202, 1-2-203, 1-2-204, 1-2-205 and 1-2-206 of Title 1 of the West Valley City Code Regarding Drainage, Park, Road, Fire and Police Impact Fees
8. Resolutions:
- A. 14-191: Approve an Interlocal Cooperation Agreement Between West Valley City and Other Participating Agencies, Including Salt Lake County, Utah County, Sandy City, West Jordan City, Midvale City, South Salt Lake City and Draper City for Utah Public Works Emergency Management Services
  - B. 14-192: Approve an Agreement with Avenue Consultants, Inc., for Professional Engineering Services for Phase 2 of Fairbourne Station
  - C. 14-193: Approve an Agreement with Horrocks Engineers, Inc., to Provide Professional Services for the Parkway Boulevard Reconstruction Project
  - D. 14-194: Authorize the Purchase of Taser Axon Flex Body Cameras for use by the Police Department
9. Consent Agenda:
- A. Reso. 14-195: Ratify the City Manager's Reappointment of Corey Rushton to the Housing Authority Commission, Term: December 20, 2014 - December 31, 2019
  - B. Reso. 14-196: Ratify the City Manager's Reappointment of Steve Vincent to the Housing Authority Commission, Term: December 20, 2014 - December 31, 2019
  - C. Reso. 14-197: Ratify the City Manager's Reappointment of Steve Buhler to the Housing Authority Commission, Term: January 4, 2015 - December 31, 2019
  - D. Reso. 14-198: Ratify the City Manager's Appointment or Reappointment of Members and an Executive Director of the City Cultural Arts Board (CAB) Executive Board
  - E. Reso. 14-199: Ratify the City Manager's Appointment or Reappointment of Members and a Chair of the Utah Cultural Celebration Center (UCCC) Advisory Board

- F. Reso. 14-200: Ratify the City Manager's Appointment or Reappointment of Members and a Chair of the Arts Council
  - G. Reso. 14-201: Ratify the City Manager's Appointment or Reappointment of Members and a Chair of the Historical Society
  - H. Reso. 14-202: Ratify the City Manager's Appointment or Reappointment of Members and a Chair of the Sister City Committee
  - I. Reso. 14-203: Authorize the Execution and Recording of a Delay Agreement with Michael Dahle for Property Located at 2632 West 3500 South
10. Upon Adjournment, the Mayor, Councilmembers and their Spouses will be Socializing at a Holiday Dinner
  11. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING – DECEMBER 2, 2014**

**-1-**

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, DECEMBER 2, 2014, 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 BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor  
Corey Rushton, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Steve Buhler, Councilmember District 2  
Karen Lang, Councilmember District 3  
Steve Vincent, Councilmember District 4

Paul Isaac, Acting City Manager  
Sheri McKendrick, City Recorder

STAFF PRESENT:

Eric Bunderson, City Attorney  
Jim Welch, Finance Director  
Layne Morris, CPD Director  
Kevin Astill, Parks and Recreation Director  
John Evans, Fire Chief  
Lee Russo, Police Chief  
Sam Johnson, Strategic Communications Director  
Steve Pastorik, Acting CED Director  
Jake Arslanian, Acting Public Works Director  
Steve Lehman, CED Department  
Kevin Conde, Administration

16821 **OPENING CEREMONY**

The Opening Ceremony was conducted by Tom Huynh who led the Pledge of Allegiance to the Flag.

16822 **APPROVAL OF MINUTES OF REGULAR MEETING HELD  
NOVEMBER 18, 2014**

The Council read and considered Minutes of the Regular Council Meeting held November 18, 2014. There were no changes, corrections or deletions.

After discussion, Councilmember Lang moved to approve the Minutes of the Regular Council Meeting held November 18, 2014, as written. Councilmember Huynh seconded the motion.

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A roll call vote was taken:

|               |     |
|---------------|-----|
| Mr. Vincent   | Yes |
| Ms. Lang      | Yes |
| Mr. Buhler    | Yes |
| Mr. Huynh     | Yes |
| Mr. Rushton   | Yes |
| Mr. Nordfelt  | Yes |
| Mayor Bigelow | Yes |

Unanimous.

16823

**PRESENTATION OF ENGLISH LANGUAGE AWARDS TO STUDENTS FROM ENGLISH SKILLS LEARNING CENTER AND GRANITE PEAKS LEARNING CENTER**

Mayor Bigelow informed presentation of English Language awards to students from the English Skills Learning Center and Granite Peaks Learning Center was scheduled this night.

Upon invitation the following the students in attendance introduced themselves to the City Council and told their country of origin.

Members of the City Council congratulated the award recipients on their achievements and presented a certificate to each student.

16824

**COMMENT PERIOD**

Upon inquiry by Mayor Bigelow, the following individuals addressed the City Council during the comment period:

**A. PUBLIC COMMENTS**

David Madsen addressed the City Council and stated he represented the Oquirrh Mountain Boy Scout District, Great Salt Lake Council. He introduced other scoutmasters in attendance. He thanked West Valley City and staff for assistance with a campout event held earlier this year on the USANA Amphitheater property. He indicated he was looking forward to doing this again at that location. As a token of appreciation, Mr. Madsen presented commemorative patches for that event to members of the City Council.

Rooster Jenson, Oquirrh Mountain District, addressed the City Council. Mr. Jenson stated he was trying to reach out to all boys, not just those from the LDS Church. He requested assistance from the Council and City

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staff who would be willing to help them reach out to other churches and groups to establish additional community scout troops.

**B. CITY COUNCIL COMMENTS**

Councilmember Vincent discussed background information regarding how the scouting event came together working with City staff and Jim McNeil, owner of the USANA Amphitheater.

16825

**PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-18-2014, FILED BY JOE CUNNINGHAM, REQUESTING FINAL PLAT APPROVAL FOR COLT PLAZA III SUBDIVISION – LOT 5 AMENDED AND EXTENDED, LOCATED AT 2938 SOUTH GLEN EAGLES DRIVE**

Mayor Bigelow informed a public hearing had been advertised in order for the City Council to hear and consider public comments regarding Application No. S-18-2014, filed by Joe Cunningham, requesting final plat approval for Colt Plaza III Subdivision – Lot 5 Amended and Extended, located at 2938 South Glen Eagles Drive.

Mayor Bigelow presented proposed Ordinance No. 14-45 related to the proposal to be considered by the City Council subsequent to the public hearing, and incorporated information into the record as follows:

Proposed Ordinance No. 14-45 would approve the amendment of Lot 5 in the Colt Plaza III Subdivision located at 2938 South Glen Eagles Drive. The purpose for the plat amendment was to extend the subdivision by including two properties to the west of the existing Lot 5.

The Colt Plaza III Subdivision had been recorded with the Salt Lake County Recorder's Office in January of 2006. The original subdivision plat consisted of five lots. To the west of Lot 5 were two properties previously used for residential and agricultural purpose. These properties recently came up for sale and were purchased by the applicant.

In October of 2014 the applicant submitted a zone change application to the Planning Commission. The request was to re-zone these properties from the 'A' zone to the 'C-2' zone, a change that the applicant believed was prudent given its limited access and lack of visibility from 5600 West. The re-zone application had been approved by the City Council in November 2014.

The applicant desired to extend the boundary of the original subdivision by including these two parcels, with the intent to consolidate Lot 5 with the two parcels creating one large lot. At a future date the property would be developed with a commercial use.

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Access would be gained from Glen Eagles Drive to the east. At the present time, Lot 5 was serviced from a 25-foot access drive, the same drive that would provide access to the new lot. Currently, there were no plans to develop this property in conjunction with vacant land to the north. However, should the property owners come up with a plan to utilize both properties for a joint venture, access could then be gained from the north as well.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

**ACTION: CONSIDER ORDINANCE NO. 14-45, APPROVING THE AMENDMENT OF LOT 5 IN THE COLT PLAZA III SUBDIVISION**

The City Council previously held a public hearing regarding Application No. S-18-2014 and considered proposed Ordinance No. 14-45 that would approve the amendment of Lot 5 in the Colt Plaza III Subdivision.

After discussion, Councilmember Vincent moved to approve Ordinance No. 14-45, an Ordinance Approving the Amendment of Lot 5 in the Colt Plaza III Subdivision. Councilmember Huynh seconded the motion.

A roll call vote was taken:

|               |     |
|---------------|-----|
| Mr. Vincent   | Yes |
| Ms. Lang      | Yes |
| Mr. Buhler    | Yes |
| Mr. Huynh     | Yes |
| Mr. Rushton   | Yes |
| Mr. Nordfelt  | Yes |
| Mayor Bigelow | Yes |

Unanimous.

16826

**PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-16-2014, FILED BY JOE CUNNINGHAM, REQUESTING FINAL PLAT APPROVAL FOR MOOSE LANDING SUBDIVISION – LOT 1 AMENDED AND EXTENDED, LOCATED AT 4133 SOUTH COLT COURT**

Mayor Bigelow informed a public hearing had been advertised in order for the City Council to hear and consider public comments regarding Application No. S-16-2014, filed by Joe Cunningham, requesting final plat approval for Moose Landing Subdivision – Lot 1 Amended and Extended, located at 4133 South Colt Court.

## MINUTES OF COUNCIL REGULAR MEETING – DECEMBER 2, 2014

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Mayor Bigelow presented proposed Ordinance No. 14-46 related to the proposal to be considered by the City Council subsequent to the public hearing, and incorporated information into the record as follows:

Proposed Ordinance No. 14-46 would approve the amendment of Lot 1 in the Moose Landing Subdivision located at 4133 South Colt Court. The proposed plat amendment would create one new building lot within the original subdivision. The Moose Landing Subdivision had been recorded in June of 1999 and the original plat consisted of 11 lots on 4.6 acres.

The proposal would include modification to Lot 1 and from the adjacent parcel fronting 4100 South. The end result would be the addition of a new building lot to be known as Lot 1B.

Lot 1 had originally been platted as approximately 12,471 square feet, with the parcel to the north being approximately .48 acres in size. While it had a detached garage, the owners had apparently agreed to sell the southern portion to help in the creation of the new lot. The remaining portion of their property would be part of the new subdivision known as Lot 1C.

When the original subdivision was recorded, Lot 1 had a boundary that included property on the west side of what would be Lot 1C. This was the area landscaped with a meandering sidewalk and pine trees. The developer of Moose Landing wanted a nice entry into the subdivision and this was the chosen method. In order to keep this entry feature in place, the northwest portion of Lot 1B would have the same configuration. Staff assumed that Mr. Cunningham would make provisions to ensure this area was well kept and maintained.

Access to the new lots would be gained from Colt Court. Public improvements along this right-of-way were installed by the developer of the original subdivision. Any damage to existing improvements, or damage associated with new construction would need to be repaired by the builder of the new lot. The applicant and/or builder of the new lot would also be responsible to coordinate the new drive approach on Lot 1B

The original soils report for the Moose Landing Subdivision indicated that ground water had been encountered at a depth of nine feet. Recommendations outlined in the original report would apply for the new lot. To staff's knowledge, there had been no indications of high water table and/or problems associated with ground water in general.

Mayor Bigelow opened the public hearing. There being no one to speak in favor or in opposition, Mayor Bigelow closed the public hearing.

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**ACTION: CONSIDER ORDINANCE NO. 14-46, APPROVING THE AMENDMENT OF LOT 1 IN THE MOOSE LANDING SUBDIVISION**

The City Council previously held a public hearing regarding Application No. S-16-2014 and considered proposed Ordinance No. 14-46 that would approve the amendment of Lot 1 in the Moose Landing Subdivision.

After discussion, Councilmember Huynh moved to approve Ordinance No. 14-46, an Ordinance Approving the Amendment of Lot 1 in the Moose Landing Subdivision. Councilmember Buhler seconded the motion.

A roll call vote was taken:

|               |     |
|---------------|-----|
| Mr. Vincent   | Yes |
| Ms. Lang      | Yes |
| Mr. Buhler    | Yes |
| Mr. Huynh     | Yes |
| Mr. Rushton   | Yes |
| Mr. Nordfelt  | Yes |
| Mayor Bigelow | Yes |

Unanimous.

16827

**CONSIDER APPLICATION NO. S-17-2014, FILED BY JOE CUNNINGHAM, REQUESTING FINAL PLAT APPROVAL FOR COLT PLAZA SUBDIVISION LOCATED AT 3100 SOUTH 5600 WEST**

Mayor Bigelow presented Application No. S-17-2014, filed by Joe Cunningham, requesting final plat approval for Colt Plaza Subdivision located at 3100 South 5600 West.

The applicant had requested final subdivision approval for a commercial subdivision in the 'C-2' zone located at 3100 South 5600 West. The property was bordered on the west by what would be the Mountain View Corridor, the north by 3100 South, the east by 5600 West, and the south by existing commercial development.

In November of 2002, the subject property had been divided by metes and bounds and consisted of five parcels, and was the catalyst for getting West Valley City's first Walmart store. The property had originally been divided by metes and bounds that was a record of survey that created legal descriptions used to subsequently divide the property. It was generally used for commercial purposes and did not require road dedication.

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The application proposed to formally divide the property to create an additional commercial lot. In addition, the subdivision would establish cross access and parking easements on a recorded plat as opposed to documents that were previously recorded. Lots within the subdivision would accommodate a variety of commercial uses. Future land uses would be subject to the standards outlined in the 'C-2' zone and would be processed as either conditional or permitted uses.

Access would be gained from 3100 South. Although each of the three lots had frontage on 3100 South, access would be restricted to the two existing approaches approved for the original Walmart site plan. Internal access would be gained via the aforementioned cross access easements.

After discussion, Councilmember Rushton moved to approve Application No. S-17-2014, filed by Joe Cunningham, and give final plat approval to Colt Plaza Subdivision located at 3100 South 5600 West. Councilmember Lang seconded the motion.

A roll call vote was taken:

|               |     |
|---------------|-----|
| Mr. Vincent   | Yes |
| Ms. Lang      | Yes |
| Mr. Buhler    | Yes |
| Mr. Huynh     | Yes |
| Mr. Rushton   | Yes |
| Mr. Nordfelt  | Yes |
| Mayor Bigelow | Yes |

Unanimous.

16828

**CONSIDER APPLICATION NO. S-14-2014, FILED BY IVORY HOMES, REQUESTING FINAL PLAT APPROVAL FOR Highbury Place Subdivision – Phase 10, Located at 5012 West 2860 South**

Mayor Bigelow presented Application No. S-14-2014, filed by Ivory Homes requesting final plat approval for Highbury Place Subdivision – Phase 10, located at 5012 West 2860 South.

The applicant had requested approval for the Phase 10 of the Highbury Place Subdivision located to the east of Phase 9. Property to the north and east was vacant and would be platted as future phases of Highbury in the future.

This phase consisted of 23 lots on 7.3 acres with lot sizes ranging from 8,400 square feet to 15,360 square feet. The average lot size had been calculated at just over 10,000 square feet.

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Access to the subdivision would be gained from Brixham Way and Sandwell Drive. Both of these streets had been dedicated as part of Phase 9 to the west. Sandwell Drive would stub to the east for a future connection out to Corporate Park Drive.

All streets in the subdivision would be dedicated and consist of a 54-foot right-of-way that would allow a 5-foot parkstrip and 5-foot sidewalk. Ivory Homes had submitted a tree-planting plan for the entire Highbury Place Subdivision. Ivory would provide homeowners with a voucher to purchase and plant the trees. The residential homeowners association (HOA) would ensure that trees were planted and maintained in accordance with the approved plan.

The Planning Commission and City Council had reviewed and approved a development agreement for the entire Highbury community. This agreement addressed dwelling size, building materials and other items related to construction of residential homes. Staff believed the requirements outlined in the development agreement had created a unique community with a variety of housing options along with ample open space and recreational opportunities.

The subdivision was located next to an existing waterway along the south boundary of the subdivision. In previous phases, Ivory Homes had installed a semi-private fence along the rear property lines adjacent to the waterway. That fence was constructed of Trex post and wrought iron that allowed visibility into the waterway. The same fence type would be installed along Lots 1008-1011 in this phase that were adjacent to the waterway.

Ivory Homes was planning to install basements for all homes. A soils report had been prepared indicating ground water was encountered at a depth ranging from 7-8 feet below existing grades. All homes were eligible for basements and would comply with the water table elevation as noted on the plat. In addition, Ivory would install a sub-drain system to provide an extra measure of protection for new homeowners.

After discussion, Councilmember Huynh moved to approve Application No. S-14-2014, filed by Ivory Homes, and give final plat approval for Highbury Place – Phase 10 located at 5012 West 2860 South. Councilmember Rushton seconded the motion.

A roll call vote was taken:

|             |     |
|-------------|-----|
| Mr. Vincent | Yes |
| Ms. Lang    | Yes |
| Mr. Buhler  | Yes |
| Mr. Huynh   | Yes |

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|               |     |
|---------------|-----|
| Mr. Rushton   | Yes |
| Mr. Nordfelt  | Yes |
| Mayor Bigelow | Yes |

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE REGULAR MEETING OF TUESDAY, DECEMBER 2, 2014, WAS ADJOURNED AT 6:58 P.M., BY MAYOR BIGELOW.

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, December 2, 2014.

\_\_\_\_\_  
Sheri McKendrick, MMC  
City Recorder

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

Item: \_\_\_\_\_  
 Fiscal Impact: \_\_\_\_\_ N/A  
 Funding Source: \_\_\_\_\_ N/A  
 Account #: \_\_\_\_\_ N/A  
 Budget Opening Required:

**ISSUE:**

A resolution adopting an impact fee facilities plan and impact fee analysis.

**SYNOPSIS:**

This resolution approves the impact fee facilities plan and impact fee analysis required by state law as a condition of the imposition of impact fees.

**BACKGROUND:**

Utah Code Annotated, Title 11, Chapter 36A requires that cities proposing to enact or amend impact fees prepare an impact fee facilities plan and impact fee analysis setting forth the basis for the proposed impact fees. Accordingly, the City retained GSBS Richman Consultants to prepare these documents in consultation with City staff.

The proposed impact fee facilities plan and impact fee analysis establish current and proposed levels of service for storm sewer, parks, roads, police, and fire services, as well as the anticipated impacts of development on that level of service. The proposed fees substantiated and set forth by the impact fee facilities plan and impact fee analysis are as follows:

| <b>Recommended Impact Fee Schedule</b>                              |                     |                                  |                                |                                      |
|---|---------------------|----------------------------------|--------------------------------|--------------------------------------|
| <b>Facility Type</b>  | <b>Service Area</b> | <b>Single-Family Residential</b> | <b>Multifamily Residential</b> | <b>General Commercial/Industrial</b> |
| Transportation (per unit residential/ per 1,000 SF nonresidential)  | City-wide           | \$376.90                         | \$233.68                       | Varies                               |
| Storm Water (per acre)  | Riter/Westridge     | \$1,182                          | \$1,182                        | \$1,182                              |
|   | Oquirrh             | \$2,200                          | \$2,200                        | \$2,200                              |
|   | Lake Park           | \$1,400                          | \$1,400                        | \$1,400                              |
| Fire Facility (per unit residential/ per 1,000 SF nonresidential)   | City-wide           | \$80.68                          | \$68.61                        | \$181.14                             |
| Police Facility (per unit residential/ per 1,000 SF nonresidential) | City-wide           | \$188.44                         | \$160.25                       | \$282.05                             |
| Parks/Trails/Recreation Center (per unit)                           | City-wide           | \$2,285                          | \$1,943                        | \$0                                  |

**RECOMMENDATION:**

City staff recommends approval of the resolution to amend the parks section of the Impact Fee Capital Facilities Plan.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING AN IMPACT  
FEE FACILITIES PLAN AND IMPACT FEE  
ANALYSIS.**

**WHEREAS**, State law and the City code require that an impact fee facilities plan and impact fee analysis be adopted prior to institution of any impact fees or a change in any impact fees; and

**WHEREAS**, the impact fee facilities plan identifies existing levels of service and proposed levels of service, identifies demands placed on existing public facilities by new development activities, considers revenue sources available to finance the impacts on system improvements, establishes the necessity of impact fees to meet the proposed levels of service, and otherwise complies with the requirements of state law; and

**WHEREAS**, the impact fee analysis identifies the impact on existing capacity of public facilities by anticipated development activity, identifies anticipated impact on system improvements required by anticipated development activity to maintain the established level of service for public facilities, demonstrates the reasonable relationship between anticipated development activity and impacts on public facilities, and otherwise complies with the requirements of state law; and

**WHEREAS**, notice has been given as required by state law and a public hearing held to receive citizen input and comments concerning the impact fee facilities plan and impact fee analysis; and

**WHEREAS**, the City Council does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to adopt the impact fee facilities plan and impact fee analysis.

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

- 1) The Impact Fee Facilities Plan is hereby adopted as attached in Exhibit A.
- 2) The Impact Fee Analysis is hereby adopted as attached in Exhibit B.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

EXHIBIT A  
IMPACT FEE FACILITIES PLAN

EXHIBIT B

## IMPACT FEE ANALYSIS

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## CHAPTER 1 - INTRODUCTION

### 1.1 Overview

This Impact Fee Facilities Plan (IFFP) identifies the capital facilities projects required to provide proposed levels of service to new development through 2023. West Valley City has established current levels of service and is proposing to extend current levels of service to new development. Transportation, storm water, public safety, and parks and recreation facilities are included in this plan.

#### *Demographics*

Current population and nonresidential development estimates provided by the West Valley City Planning Division were used to determine the current and proposed level of service (LOS) for each facility type. Future population and nonresidential development projections provided by the West Valley City Planning Division were used to determine future infrastructure needed to provide the proposed LOS. The West Valley City 2013 population estimate is 132,654 residents with an estimated 35.5 million square feet of nonresidential development<sup>1</sup>. West Valley City's 10-year projection is 152,000 people and 45 million square feet of nonresidential development by 2023.

#### *Transportation*

West Valley City's current and proposed transportation LOS is to provide adequate lane mile and intersection capacity to maintain current and proposed LOS D according to the Wasatch Front Regional Council Travel Demand Model<sup>2</sup>.

West Valley City's system-wide Transportation Capital Facilities Plan is a comprehensive plan with a total cost of approximately \$38.4 million in road projects and an additional \$11.4 million in intersection improvements. Approximately \$8.0 million of the road projects and \$2.2 million of the intersection improvement projects increase capacity. These projects will achieve the proposed LOS for new development and will be built between 2013 and 2023. In addition to the \$10.2 million in new projects on the IFFP, there is approximately \$778,000 in existing excess capacity available for new development. Table 1-1 is the Transportation Impact Fee Facilities Plan.

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<sup>1</sup> Calculated using a standardized floor area ratio of 0.26 for general commercial and 0.22 for industrial uses as identified by Dr. A.C. Nelson, Center for Metropolitan Studies, University of Utah.

<sup>2</sup> The travel demand model is the accepted model of the Wasatch Front Regional Council (WFRC) which represents an appropriate planning tool for estimating existing congestion levels and forecasting future congestion levels based on the impacts of growth.

**Table 1-1: Transportation IFFP**  
*Roads*

| Street             | Limits |                | Total Cost          | Cost of Existing Capacity Deficiencies | Cost of Through Traffic | IFFP Cost          |
|--------------------|--------|----------------|---------------------|--|-------------------------|--------------------|
|                    | From   | To             |                     |  |                         |                    |
| 4000 W             | 4100 S | 4180 S         | \$90,488            | \$59,930                               | \$22,622                | \$7,936            |
| 4000 W             | 4180 S | 4340 S         | \$338,513           | \$224,196                              | \$84,628                | \$29,689           |
| 4000 W             | 4340 S | 4360 S         | \$63,700            | \$42,188                               | \$15,925                | \$5,587            |
| 4000 W             | 4360 S | 4400 S         | \$47,250            | \$31,294                               | \$11,813                | \$4,143            |
| 4800 W             | 2400 S | Lake Park Blvd | \$1,219,050         | \$0                                    | \$304,763               | \$914,287          |
| 4800 W             | 3200 S | 3300 S         | \$192,488           | \$0                                    | \$48,122                | \$144,366          |
| Parkway Blvd       | 5630 W | 7200 W         | \$2,629,663         | \$0                                    | \$657,416               | \$1,972,247        |
| 2400 S             | 2700 W | 3200 W         | \$1,451,520         | \$0                                    | \$362,880               | \$1,088,640        |
| 2400 S             | 5600 W | 6400 W         | \$2,160,900         | \$0                                    | \$540,225               | \$1,620,675        |
| 2400 S             | 6800 W | 7200 W         | \$2,250,000         | \$0                                    | \$562,500               | \$1,687,500        |
| 6200 S             | MVC    | SR-111         | \$755,325           | \$0                                    | \$188,831               | \$566,494          |
| <i>Total Roads</i> |        |                | <b>\$11,198,897</b> | <b>\$357,608</b>                       | <b>\$2,799,725</b>      | <b>\$8,041,564</b> |

*Intersections*

| East/West                  | North/South            | Total Cost         | Cost of Through Traffic | IFFP Cost          |
|----------------------------|------------------------|--------------------|-------------------------|--------------------|
| 3100 S                     | 3450 W                 | \$180,077          | \$59,353                | \$120,724          |
| 3100 S                     | 4800 W                 | \$405,077          | \$133,513               | \$271,564          |
| 3100 S                     | 6400 W                 | \$53,077           | \$17,494                | \$35,583           |
| 3650 S                     | 3200 W                 | \$53,077           | \$17,494                | \$35,583           |
| 4100 S                     | 2200 W                 | \$38,077           | \$12,550                | \$25,527           |
| 4100 S                     | 3200 W                 | \$180,077          | \$59,353                | \$120,724          |
| 4100 S                     | 4800 W                 | \$307,077          | \$101,213               | \$205,864          |
| 4100 S                     | 5400 W                 | \$325,077          | \$107,145               | \$217,932          |
| 4100 S                     | 6000 W                 | \$786,077          | \$259,091               | \$526,986          |
| 4700 S                     | 3200 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4715 S                     | 4520 W (Dartmouth Dr.) | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 4800 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 6400 W                 | \$452,077          | \$149,005               | \$303,072          |
| <i>Total Intersections</i> |                        | <b>\$3,275,001</b> | <b>\$1,079,438</b>      | <b>\$2,195,563</b> |

Source: InterPlan

*Storm Water*

West Valley City's storm water system current and proposed LOS is to design and install infrastructure sufficient to carry storm runoff generated by a 10-year design storm from existing and future developed properties, which is detained per City policy and as required by Salt Lake County Flood Control.

To meet the current and proposed LOS, the City has identified 16 storm water districts. Each district was evaluated independently for the presence of existing excess capacity and existing deficiencies based on the design standard, and developable properties. Of the 16 districts three are eligible for an impact fee to either recoup past expenditures or to build system improvements required for new development. Only one of the districts in which an impact fee is recommended requires construction of new system-level improvements. Table 1-2 is the IFFP for the Riter/Westridge storm drainage district.

**Table 1-2 - Riter/Westridge Service Area Impact Fee Facilities Plan**

| Basin Name: R5  |                    |               |             |           |             |            |           |                    |
|-----------------|--------------------|---------------|-------------|-----------|-------------|------------|-----------|--------------------|
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| OHB4            | 7200 West          | 3615 S        | 3563 S      | 24 inch   | 550         | \$115      | \$63,250  |                    |
|                 |                    |               |             |           |             |            |           | <b>\$63,250</b>    |
| Basin Name: R6  |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| BA12            | 7000 West          | 3500 S        | 3390 S      | 36 inch   | 770         | \$170      | \$130,900 |                    |
| OHB5            | 6800 West          | 3720 S        | 3500 S      | 24 inch   | 1980        | \$115      | \$227,700 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$358,600</b>   |
| Basin Name: R7  |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| BC6             | 6400 West          | Parkway Blvd. | Riter Canal | 60 inch   | 1830        | \$280      | \$512,400 |                    |
| BA11            | 6400 West          | 3500 S        | 3270 S      | 36 inch   | 1150        | \$170      | \$195,500 |                    |
| OHB2            | 6400 West          | 3888 S        | 3800 S      | 24 inch   | 659         | \$115      | \$75,785  |                    |
| BB5             | Parkway Blvd       | 5800 W        | 6400 W      | 24 inch   | 3500        | \$115      | \$402,500 |                    |
| BA5             | Parkway Blvd       | 6600 W        | 6400 W      | 18 inch   | 1400        | \$95       | \$133,000 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$1,319,185</b> |
| Basin Name: R8  |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| WHB6            | 6400 West          | 3750 S        | 3643 S      | 24 inch   | 672         | \$115      | \$77,280  |                    |
| WHB10           | 6400 West          | 3887 S        | 3771 S      | 18 inch   | 1118        | \$95       | \$106,210 |                    |
| BB9             | 6000 West          | 3500 S        | 3400 S      | 36 inch   | 635         | \$170      | \$107,950 |                    |
| BB8             | Walmart            | 3500 S        | Walmart     | 36 inch   | 1985        | \$170      | \$337,450 |                    |
| BB13            | Walmart to Mdwinds | Walmart       | Meadowlands | 42 inch   | 3135        | \$195      | \$611,325 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$1,240,215</b> |
| Basin Name: R9  |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| REC6            | Brud Drive         | Cent. Park    | Meadowlands | 36 inch   | 2975        | \$170      | \$505,750 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$505,750</b>   |
| Basin Name: R10 |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| SA6             | 5400 West          | 3600 S        | 3400 S      | 30 inch   | 1340        | \$150      | \$201,000 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$201,000</b>   |
| Basin Name: R12 |                    |               |             |           |             |            |           |                    |
| Sub-Basin       | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |                    |
| SB5             | 5100 West          | 3635 S        | 3500 S      | 36 inch   | 1175        | \$170      | \$199,750 |                    |
|                 |                    |               |             |           |             |            |           | <b>\$199,750</b>   |

| Riter Canal Detention Basin            |            |             |  |  |  |                    |
|--|------------|-------------|--|--|--|--------------------|
| Land Acquisition                       | 32 acres   | \$90,000/ac |  |  |  | \$2,880,000        |
| Excavation                             | 160,000 CY | \$8.00/CY   |  |  |  | \$1,280,000        |
| Control Structure                      | 1 Lump     | \$150,000   |  |  |  | \$150,000          |
| Landscaping                            | 35 acres   | \$10,000/ac |  |  |  | \$350,000          |
|  |            |             |  |  |  | <b>\$4,660,000</b> |
| <b>Total Cost of Improvements</b>      |            |             |  |  |  | <b>\$8,547,750</b> |
| Total Acres in Basin                   |            |             |  |  |  | 7232               |
| Undeveloped/Developable Acres in Basin |            |             |  |  |  | 1233               |
| Percent new development                |            |             |  |  |  | 17.05%             |
| <b>Total IFFP</b>                      |            |             |  |  |  | <b>\$1,457,391</b> |

Source: West Valley City

*Public Safety*

The current and proposed LOS for fire facilities, fire apparatus and police facilities was established based on space and equipment currently serving West Valley City’s resident and daytime population. Table 1-3 summarizes the current and proposed LOS.

**Table 1-3: Public Safety Level Current and Proposed Level of Service**

| Facility Type   | Current & Proposed Residential LOS | Unit               | Current & Proposed Nonresidential LOS | Unit                 |
|-----------------|------------------------------------|--------------------|---------------------------------------|----------------------|
| Fire Facility   | 147.985                            | SF/1,000 Residents | 0.795                                 | SF/1,000 SF building |
| Fire Apparatus  | 15.71                              | \$/Resident        | 84.30                                 | \$/1,000 SF building |
| Police Facility | 257.292                            | SF/1,000 Residents | 1.381                                 | SF/1,000 SF building |

Source: West Valley City, GSBS Richman

In order to achieve the proposed LOS, the impact fee funded facilities identified in Table 1-4 are required to serve the 19,300 new residents and 9.5 million square feet of nonresidential development anticipated through 2023.

**Table 1-4: Public Safety Facility Conceptual Impact Fee Facilities Plan**

| Future Facility         | Area (sf)    | Impact Fee Area (sf) | Total Cost (2013\$) | Impact Fee Cost (2013\$) | Funding Source |
|-------------------------|--------------|----------------------|---------------------|--------------------------|----------------|
| Fire Station            | 7,000        | 7,000                | \$1,058,505         | \$1,058,505              | IF             |
| Fire Training           | 3,400        | 3,400                | \$514,131           | \$514,131                | IF             |
| Fire Eligible Apparatus | Ladder Truck |                      | 1,104,776           | 800,850                  | IF/Other[1]    |
| Police Substation       | 5,000        | 5,000                | \$756,075           | \$756,075                | IF             |
| Police Main Station     | 29,768       | 7000                 | \$8,653,040         | \$2,034,778              | IF/Other       |
| Police Support          | 6,000        | 6,000                | \$907,290           | \$907,290                | IF             |
| <b>Total</b>            |              |                      | <b>\$12,993,817</b> | <b>\$6,071,629</b>       |                |

Source: GSBS Richman

*Parks and Recreation*

The current and proposed LOS for parks and trails was established based on the current number of park acres and facilities per 1,000 population. Table 1-5 identifies the current and proposed LOS for park acres by classification.

**Table 1-5 - Park/Trail LOS**

| Classification        | Total Acres   | LOS/1,000 Population |
|-----------------------|---------------|----------------------|
| Neighborhood          | 48.35         | 0.364                |
| Community             | 115.88        | 0.874                |
| Undeveloped Park Land | 13.15         | 0.099                |
| Trails                | 24.13         | 0.182                |
| Undeveloped Trails    | 1.79          | 0.013                |
| <b>Total</b>          | <b>203.30</b> | <b>1.532</b>         |

Source: WVC Parks Department

In addition to the LOS for park acreage, a current and proposed LOS for facilities installed in the parks has also been established based on the current level of improvements. The parks facilities LOS is based on facilities or amenities per acre and per 1,000 people. The LOS assumes that a comparable number of amenities or facilities will be provided through the West Valley park system to serve new development. The LOS does not assume that the exact number of soccer fields and ball diamonds will be achieved, simply that a comparable level of facilities will be provided. Table 1-6 provides the basis of the current and proposed LOS for facilities.

**Table 1-6: Park Facilities LOS**

| Classification   | Facility          | Total Facilities | Facilities/Acre | LOS/1,000 Population |
|------------------|-------------------|------------------|-----------------|----------------------|
| Neighborhood     | Sm. Restroom      | 1                | 0.021           | 0.008                |
|                  | Playground        | 19               | 0.393           | 0.143                |
|                  | Lg. Pavilion      | 1                | 0.021           | 0.008                |
|                  | Sm. Pavilion      | 10               | 0.207           | 0.075                |
|                  | Tennis Courts     | 1                | 0.021           | 0.008                |
|                  | Baseball/Softball | 2                | 0.041           | 0.015                |
|                  | Soccer            | 3                | 0.062           | 0.023                |
| Community        | Play Structures   | 5                | 0.043           | 0.038                |
|                  | Lg. Pavilion      | 5                | 0.043           | 0.038                |
|                  | Tennis Courts     | 10               | 0.086           | 0.075                |
|                  | Baseball/Softball | 13               | 0.112           | 0.098                |
|                  | Soccer            | 3                | 0.026           | 0.023                |
|                  | Restroom          | 8                | 0.069           | 0.060                |
| Trails           | N/A               |                  |                 |                      |
| Undeveloped Land | N/A               |                  |                 |                      |

Source: WVC Parks Department

West Valley City's parks are also improved with landscaping, irrigation, parking and paved surfaces. The current and proposed LOS for park improvements is identified in Table 1-7<sup>3</sup>.

<sup>3</sup> The values in this table do not sum to 43,560 (the number of square feet in an acre) because some portion of the park acre is captured in the improvements such as restrooms and playgrounds.)

**Table 1-7: Park Improvements LOS/Acre**

| Classification | Irrigated Landscaping (SF) | Parking (SF) | Walkways/ Other Hardsurface (SF) |
|----------------|----------------------------|--------------|----------------------------------|
| Neighborhood   | 39,640                     | 732          | 1,584                            |
| Community      | 34,848                     | 3,742        | 2,792                            |
| Trails         | NA                         | NA           | 40,000                           |

Source: WVC Parks Department

The projected increase in population of 19,346 through 2023 will erode the current LOS. Table 1-8 is the park acreage, by type, required to meet the proposed LOS. Table 1-8 is the parks/trails IFFP identifying the system projects required to maintain the current LOS. The acres identified on the IFFP are greater than the LOS required acres to allow some flexibility in responding to development. The impact fee is based on the required number of acres only and is reflected in the table as estimated impact fee collections.

**Table 1-8: Parks/Trails Impact Fee Facilities Plan**

| Project                                 | Classification | Area (acres) | Total Cost (2013\$) | IF Eligible Cost (2013\$) |
|---|----------------|--------------|---------------------|---------------------------|
| Develop existing park acreage           | Neighborhood   | 6            | \$984,780           | \$984,780                 |
| Acquire and develop new parks           | Neighborhood   | 20           | \$5,682,600         | \$5,682,600               |
| Acquire and develop district park       | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop existing regional park acreage  | Community      | 3            | \$514,905           | \$514,905                 |
| Develop new community park              | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop Wetland Park Area               | Community      | 20           | \$500,000           | \$500,000                 |
| New skate park                          | Community      | 1            | \$300,000           | \$300,000                 |
| Complete City Center Plaza              | Community      | 4            | \$50,000            | \$50,000                  |
| Acquire new park property               | All            | 5            | \$600,000           | \$600,000                 |
| Develop existing trail property         | Trails         | 10           | \$2,400,000         | \$2,400,000               |
| Acquire & develop new trails            | Trails         | 20           | \$7,200,000         | \$7,200,000               |
| Acquire new trail property              | Trails         | 5            | \$600,000           | \$600,000                 |
| <b>Total</b>                            |                | <b>114</b>   | <b>\$24,664,985</b> | <b>\$24,664,985</b>       |
| Estimated Impact fee collections        |                |              |                     | \$8,459,423               |
| Parks/Trail funding (all other sources) |                |              |                     | \$16,205,562              |

Source: WVC Parks Department, GSBS Richman

In addition to the cost of developing new parks and trails to maintain the current level of service, the West Valley City Family Fitness Center was designed with adequate capacity to serve the City until build-out. New development will “buy-in” to its share of existing excess capacity at the fitness center.

## 1.2 Funding Sources

The City may fund the infrastructure in the IFFP through a combination of different revenue sources.

*Federal and State Grants and Donations.* Impact fees cannot reimburse costs funded or expected to be funded through federal grants and other funds that the City has received for capital improvements without an obligation to repay. Grants and donations are not currently contemplated in this analysis. If grants become available for construction of facilities, impact fees will be recalculated and an appropriate credit given. Any existing infrastructure funded through past grants has been removed from the system value in the analysis.

*Bonds.* None of the costs contained in the IFFP include the cost of bonding. The cost of bonding required to finance impact fee eligible improvements identified in the IFFP may be added to the calculation of the impact fee. This will be considered in the impact fee analysis.

*Interfund Loans.* Because infrastructure must generally be built ahead of growth, there often arise situations in which projects must be funded ahead of expected impact fee revenues. In some cases, the solution to this issue is bonding. In others, funds from existing user rate revenue will be loaned to the impact fee fund to complete initial construction of the project and will be reimbursed later as impact fees are received. Consideration of potential interfund loans will be included in the impact fee analysis and should also be considered in subsequent accounting for impact fee expenditures.

*Impact Fees.* It is recommended that impact fees be used to fund growth-related capital projects as they help to maintain the proposed level of service and prevent existing users from subsidizing the capital needs for new growth. Based on this IFFP, an impact fee analysis will be able to calculate a fair and legal fee that new growth should pay to fund the portion of the existing and new facilities that will benefit new development.

*Developer Dedications and Exactions.* Developer exactions are not the same as grants. Developer exactions may be considered in the inventory of current and future infrastructure. If a developer constructs a facility or dedicates land within the development for system-level infrastructure on the IFFP, the value of the dedication is credited against that particular developer's impact fee liability.

If the value of the dedication/exaction is less than the development's impact fee liability, the developer will owe the balance of the liability to the City. If the value of the improvements dedicated is worth more than the development's impact fee liability, the City must reimburse the difference to the developer from impact fee revenues collected from other developments.

It should be emphasized that the concept of impact fee credits pertains to system level improvements only. For project level improvement (i.e. projects not identified in the impact fee facility plan), developers will be responsible for the construction of the improvements without credit against the impact fee.

### 1.3 Certification

I certify that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
  - a. Allowed under the Impact Fees Act; and
  - b. Actually incurred; or
  - c. Projected to be incurred or encumbered within six years after the day on which each impact fee is paid.
2. Does not include:
  - a. Costs of operation and maintenance of public facilities;
  - b. Costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
  - c. An expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. Complies in each and every relevant respect with the Impact Fees Act.



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Christine Richman, GSBS

## CHAPTER 2 - DEMOGRAPHICS

### 2.1 Existing Conditions

West Valley City's 2013 estimated population is 132,654 people living in 38,061 households for an estimated average household size of 3.49. This is an estimated increase of 3,174 people and 922 households in the three year period since the 2010 Census.

West Valley City's current 38,000 households occupy approximately 30 percent of the community's 22,932 acres. Table 2-1 indicates that the remaining acreage is distributed between commercial, exempt and vacant, developable land.

**Table 2-1: Distribution of Land Uses - 2013**

| Category                                     | Acres         | Percent        |
|--|---------------|----------------|
| Commercial                                   | 5,644         | 24.61%         |
| Multi-family                                 | 999           | 4.36%          |
| Single-family/Duplex Residential             | 5,985         | 26.10%         |
| Exempt (schools, government, ecclesiastical) | 3,433         | 14.97%         |
| Mining                                       | 655           | 2.86%          |
| Vacant Land                                  | 3,001         | 13.09%         |
| Other  | 170           | 0.74%          |
| Roads  | 3,045         | 13.28%         |
| <b>Total</b>                                 | <b>22,932</b> | <b>100.00%</b> |

Source: West Valley City Planning Department

Residential uses (single-family and multi-family) occupy 41% of the developed land, while all other uses combined represent 59% of developed acreage (Table 2-2).

**Table 2-2: Distribution of Developed Land Uses - 2013**

| Category                                     | Acres         | Percent        |
|--|---------------|----------------|
| Commercial                                   | 5,644         | 33.42%         |
| Multi-family                                 | 999           | 5.92%          |
| Single-family/Duplex Residential             | 5,985         | 35.44%         |
| Exempt (schools, government, ecclesiastical) | 3,433         | 20.33%         |
| Mining                                       | 655           | 3.88%          |
| Other  | 170           | 1.01%          |
| <b>Total</b>                                 | <b>16,886</b> | <b>100.00%</b> |

Source: West Valley City Planning Department

Table 2-3 provides a breakdown of the estimated 5,644 acres of land in commercial use. The general commercial category includes a wide range of land uses such as automobile repair and auto sales. ATK, a major employer and land holder in West Valley City has been evaluated separately as a specialized land holding with limited structures. The analysis assumes ATK operations will continue during the planning horizon and beyond. If the ATK property is made available for development, this analysis will be amended.

**Table 2-3: Commercial Land Uses - 2013**

| Category           | Acres        | Percent        |
|--------------------|--------------|----------------|
| General Commercial | 1,882        | 33.345%        |
| Industrial         | 1,434        | 25.408%        |
| ATK                | 2,328        | 41.247%        |
| <b>Total</b>       | <b>5,644</b> | <b>100.00%</b> |

Source: West Valley City Planning Department

As seen in Table 2-4, vacant industrial land represents 64 percent of vacant, developable acreage. If the property develops as currently zoned, industrial land uses will represent 25 percent of total acreage at build out. Vacant residential land is 29 percent of undeveloped area. At build out, residential uses are projected to represent 34 percent of total acreage.

**Table 2-4: Vacant Land Distribution - 2013**

| Category                | Acres        | Percent     |
|-------------------------|--------------|-------------|
| Vacant Residential Land | 870          | 28.99%      |
| Vacant Commercial Land  | 210          | 7.00%       |
| Vacant Industrial Land  | 1,921        | 64.01%      |
| <b>Total</b>            | <b>3,001</b> | <b>100%</b> |

Source: West Valley City Planning Department

Figure 2-1 is the City’s future land use map from the General Plan dated January 2009, and updated through August 27, 2013. The map identifies the planned distribution of uses throughout the City. As seen in Table 2-1 approximately 87 percent of the City is currently developed. Although redevelopment is expected to increase densities in some of the currently developed areas, the majority of growth in the 10 year impact fee planning time frame will occur on currently vacant land.

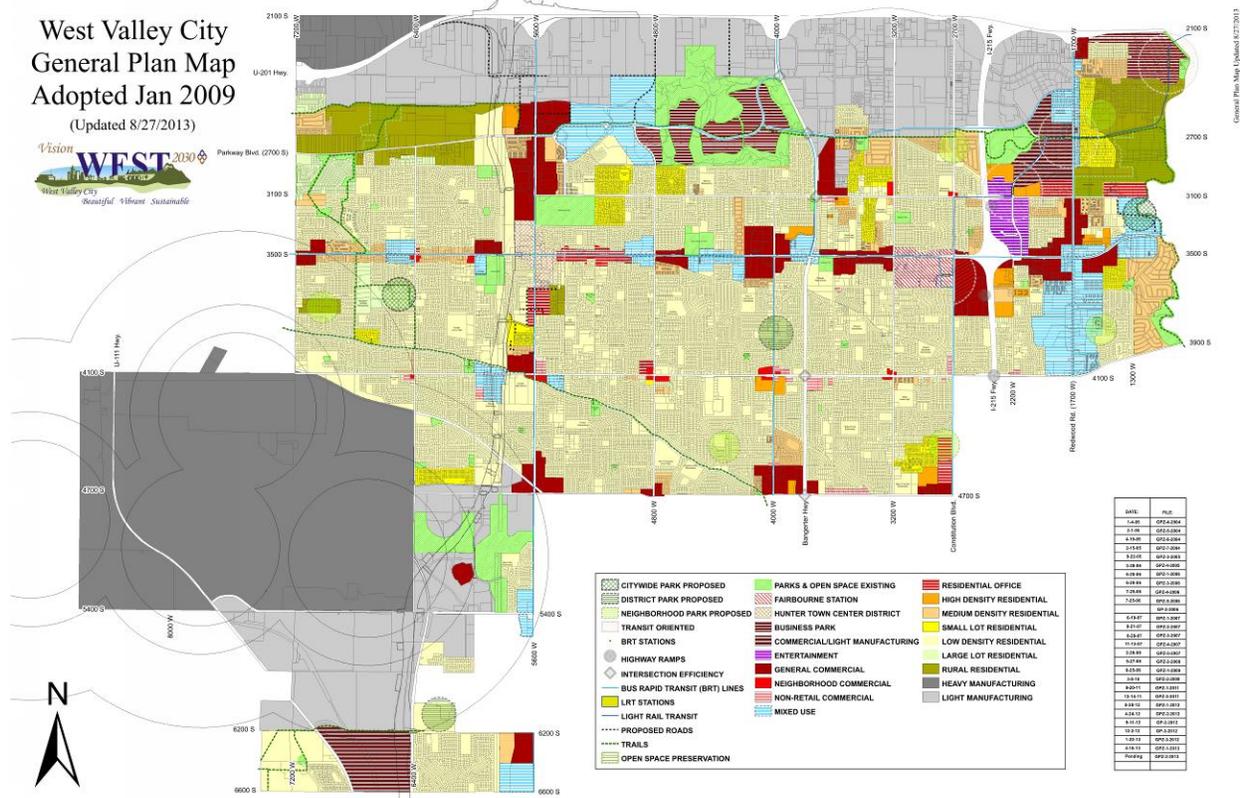


Figure 2-1 General Plan Future Land Use Map

Current and future development will occur in accordance with the adopted zoning regulations of the City. The current zoning map identifying the allowed distribution of uses and related zoning regulations is included in Figure 2-2.

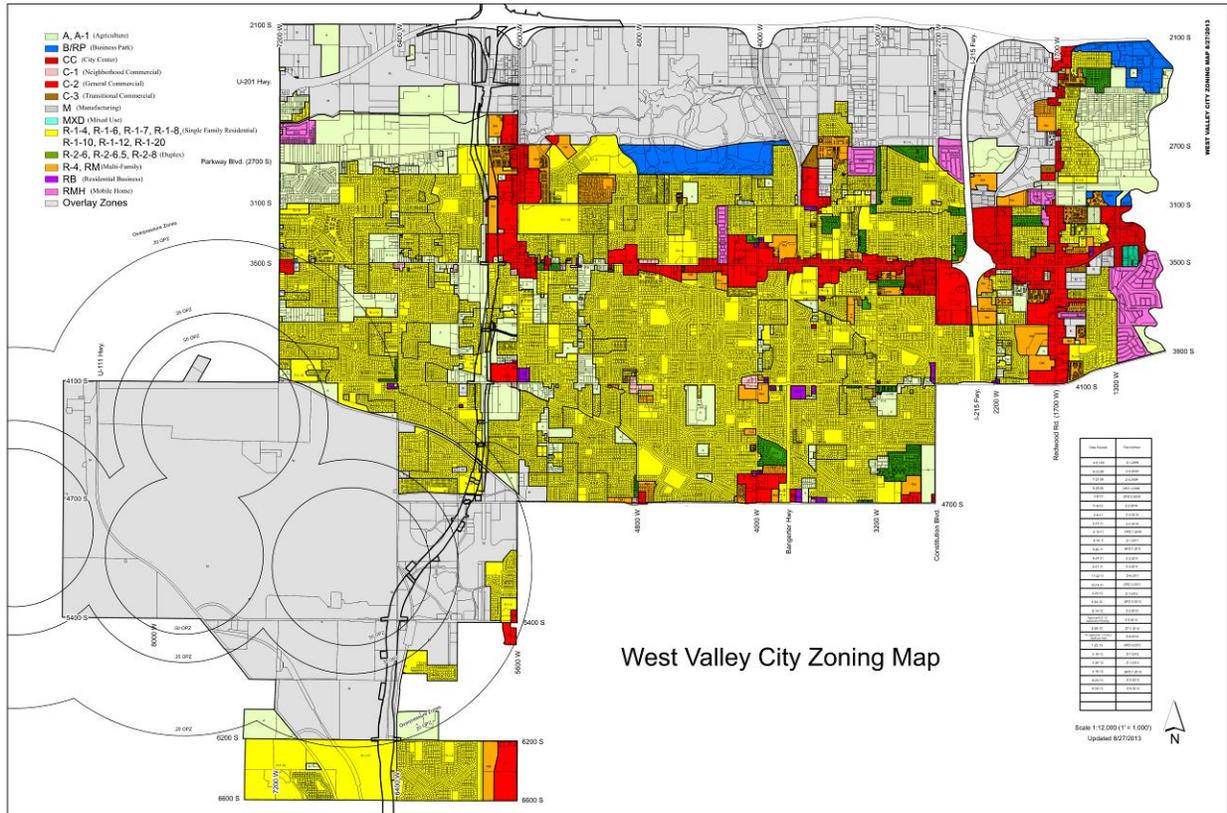


Figure 2-2. Zoning Map

## 2.2 Population

Table 2-5 provides an overview of West Valley City’s general demographic profile from the 2010 Census.

**Table 2-5: General Demographics – 2010**

|                        | 2010    | % Total |
|------------------------|---------|---------|
| Total Population       | 129,480 | 100%    |
| Population under 5     | 13,246  | 10%     |
| Population 5 – 19      | 33,528  | 26%     |
| Population 65+         | 8,913   | 7%      |
| Housing Units          | 38,978  | 100%    |
| Occupied Housing Units | 37,139  | 95%     |
| Owner Occupied         | 25,975  | 70%     |
| Renter Occupied        | 11,164  | 30%     |
| Average Household Size | 3.49    |         |

Source: Census

West Valley City’s estimated 2013 population is 132,654 persons living in 38,061 households<sup>4</sup>. This is an increase of 3,174 people and 922 households in the three year period.

<sup>4</sup> Estimates provided by West Valley City Planning Staff.

## 2.3 Employment

There were an average estimated 2,484 firms reporting employment data to the State of Utah located in West Valley City in 2012. This is a slight decline from 2009. As seen in Table 2-6, 30 percent of the firms located in West Valley City are in the Trade, Transportation and Utilities sector. The second most highly represented sector, in terms of the number of firms, is Professional & Business Services at 18 percent. The sectors that gained firms during the four year period were mining, leisure & hospitality, professional & business services, other services and education and health services.

**Table 2-6: Firms by Sector - 2009 – 2012**

|                            | 2009  | 2010  | 2011  | 2012  | % Total<br>2012 | % Change<br>2009-2012 |
|----------------------------|-------|-------|-------|-------|-----------------|-----------------------|
| Total                      | 2,557 | 2,570 | 2,477 | 2,484 | 100%            | -3%                   |
| Mining                     | 4     | 4     | 4     | 7     | 0%              | 75%                   |
| Construction               | 298   | 288   | 242   | 240   | 10%             | -19%                  |
| Manufacturing              | 219   | 225   | 201   | 204   | 8%              | -7%                   |
| Trade, Transp. & Utilities | 739   | 737   | 733   | 737   | 30%             | 0%                    |
| Information                | 64    | 60    | 54    | 49    | 2%              | -23%                  |
| Financial Activities       | 243   | 245   | 234   | 221   | 9%              | -9%                   |
| Professional & Bus. Svcs   | 387   | 391   | 380   | 401   | 16%             | 4%                    |
| Education & Health Svcs    | 183   | 188   | 196   | 184   | 7%              | 1%                    |
| Leisure & Hospitality      | 190   | 191   | 200   | 208   | 8%              | 9%                    |
| Other Svcs                 | 174   | 184   | 176   | 177   | 7%              | 2%                    |
| Government                 | 56    | 57    | 57    | 56    | 2%              | 0%                    |

*Source: Annual Report of Labor Market Information, Utah State Department of Workforce Services*

Table 2-7 indicates that employment by the firms reporting to the Department of Workforce Services has increased by approximately 1 percent in the period 2009 through 2012. The largest employment sector, just as with the largest number of firms, is Trade, Transportation & Utilities with 29 percent of reported employment in West Valley City. Financial Activities and Professional & Business Services are each at 14 percent of total employment. Mining, Other Services and Leisure & Hospitality have shown the greatest gain in the four year period.

**Table 2-7 Employment by Sector - 2009-2012**

|                            | 2009   | 2010   | 2011   | 2012   | % Total<br>2012 | % Change<br>2009-2012 |
|----------------------------|--------|--------|--------|--------|-----------------|-----------------------|
| Total                      | 64,387 | 64,332 | 64,438 | 65,225 | 100%            | 1%                    |
| Mining                     | 208    | 166    | 119    | 317    | 0%              | 52%                   |
| Construction               | 3,895  | 4,096  | 3,747  | 3,855  | 6%              | -1%                   |
| Manufacturing              | 6,481  | 6,153  | 6,307  | 6,738  | 10%             | 4%                    |
| Trade, Transp. & Utilities | 17,537 | 17,625 | 18,158 | 18,893 | 29%             | 8%                    |
| Information                | 2,757  | 2,459  | 2,384  | 2,472  | 4%              | -10%                  |
| Financial Activities       | 10,413 | 10,275 | 9,854  | 9,429  | 14%             | -9%                   |
| Professional & Bus. Svcs   | 9,399  | 9,643  | 9,909  | 9,383  | 14%             | 0%                    |
| Education & Health Svcs    | 4,141  | 4,132  | 4,239  | 4,374  | 7%              | 6%                    |
| Leisure & Hospitality      | 3,739  | 3,836  | 3,981  | 4,154  | 6%              | 11%                   |
| Other Svcs                 | 1,256  | 1,274  | 1,261  | 1,441  | 2%              | 15%                   |
| Government                 | 4,561  | 4,673  | 4,479  | 4,169  | 6%              | -9%                   |

*Source: Annual Report of Labor Market Information, Utah State Department of Workforce Services*

## 2.4 Growth

If West Valley City “builds out” according to the land use plan in Figure 2-1, the City will have a population of approximately 160,000 people living in 50,000 households. New resident population is expected to occur primarily on the approximately 870 acres of currently vacant, residentially zoned land. This anticipated growth in households and resident population would be accompanied by an increase in commercial and industrial development. This 21 percent increase in population and 31 percent increase in households will require additional road, park, and public safety infrastructure to serve the new development.

*Historical Growth*

Between April 1, 2000 and April 1, 2010, West Valley City’s population grew 19 percent (approximately 1.7 percent each year) and the total number of households grew 15 percent (about 1.4 percent each year). In addition to population increases, nonresidential development in the area increased by more than 1,900 buildings valued at more than \$337 million<sup>5</sup>. This is an average annual investment in West Valley City of more than \$86 million (nonresidential and residential new construction combined)<sup>6</sup>. In addition to new construction, property owners invested almost \$20 million annually<sup>7</sup> in renovation and rehabilitation of existing buildings.

Seventy-four percent of the decade’s new investment occurred prior to January 1, 2008. Many communities were affected even more significantly than West Valley City. As can be seen in Table 2-8, residential and retail development were significantly lower during and after the recession with industrial, office and rehabilitation investment performing better.

**Table 2-8 - Investment Pre/Post 2008 Recession**

| Type                              | Annual Average/2001-2007 |            |                  | Annual Average/2008-2010 |            |                 |
|-----------------------------------|--------------------------|------------|------------------|--------------------------|------------|-----------------|
|                                   | Buildings                | DU         | Value (\$000)    | Buildings                | DU         | Value (\$000)   |
| Single Family/Duplex/Mobile Homes | 432                      | 433        | \$38,634         | 141                      | 142        | \$12,879        |
| Multi Family                      | 30                       | 205        | \$19,616         | 13                       | 169        | \$19,197        |
| NonResidential                    | 182                      |            | \$29,437         | 187                      |            | \$34,732        |
| Hotel/Motel                       | 0                        |            | \$0              | 1                        |            | \$4,050         |
| Industrial                        | 4                        |            | \$7,639          | 5                        |            | \$8,768         |
| Office                            | 3                        |            | \$3,674          | 3                        |            | \$6,294         |
| Retail                            | 10                       |            | \$10,295         | 4                        |            | \$4,530         |
| Other                             | 165                      |            | \$7,829          | 174                      |            | \$11,090        |
| Additions/Alterations             | 325                      |            | \$17,962         | 257                      |            | \$21,097        |
| <b>Total</b>                      | <b>969</b>               | <b>638</b> | <b>\$105,649</b> | <b>598</b>               | <b>311</b> | <b>\$87,905</b> |

Source: Building Permit Database, Bureau of Business & Economic Research, University of Utah

For purposes of calculating an impact fee in the state of Utah a ten year growth horizon is used to ensure that the projects identified and the fee imposed will be encumbered within the statutorily required six year period. Table 2-9 provides actual change in population and households between the 2000 and 2010 census, current estimates and projections for the IFFP 10 year window (2023) and build-out based on the general plan land use map.

**Table 2-9 - Growth 2000 - 2023**

|               | Census  |         | Estimates  | Projections |            |
|---------------|---------|---------|------------|-------------|------------|
|               | 2000    | 2010    | 2013       | 2023        | Build Out  |
| Population    | 108,896 | 129,480 | 132,654    | 152,000     | 160,000    |
| Households    | 32,253  | 37,139  | 38,061     | 46,000      | 50,000     |
| Persons/HH    | 3.38    | 3.49    | 3.49       | 3.30        | 3.20       |
| Commercial SF |         |         | 21,314,779 | 22,814,779  | 23,694,031 |
| Industrial SF |         |         | 13,742,309 | 21,742,309  | 32,148,830 |
| ATK SF        |         |         | 410,776    | 410,776     | 410,776    |

Source: U.S. Census, GOMB, West Valley City Planning Department

*Future Growth Trends*

West Valley City is projected to grow by 19,346 people and 7,939 households between 2013 and 2023. This residential growth represents a 15 percent increase in population and a 21 percent increase in households. At the same time nonresidential uses in the city are projected to increase by 1.5 million square feet of commercial space and 8 million square feet of industrial space. Development projections through 2023 assume that approximately 60 percent of new development will be in residential uses and 40 percent in nonresidential uses.

<sup>5</sup> University of Utah, Bureau of Business and Economic Research, Building Permit Database.

<sup>6</sup> Ibid.

<sup>7</sup> Ibid.

The majority of residential growth is anticipated west of 4000 West with additional population gains in the Fairbourne Station redevelopment area. New industrial investment will be concentrated primarily along the Highway 201 corridor on the City's northern boundary. General commercial growth will occur in and around the City's existing commercial centers as well as near newly developed residential neighborhoods. Figure 2-3 illustrates the areas of projected population growth.

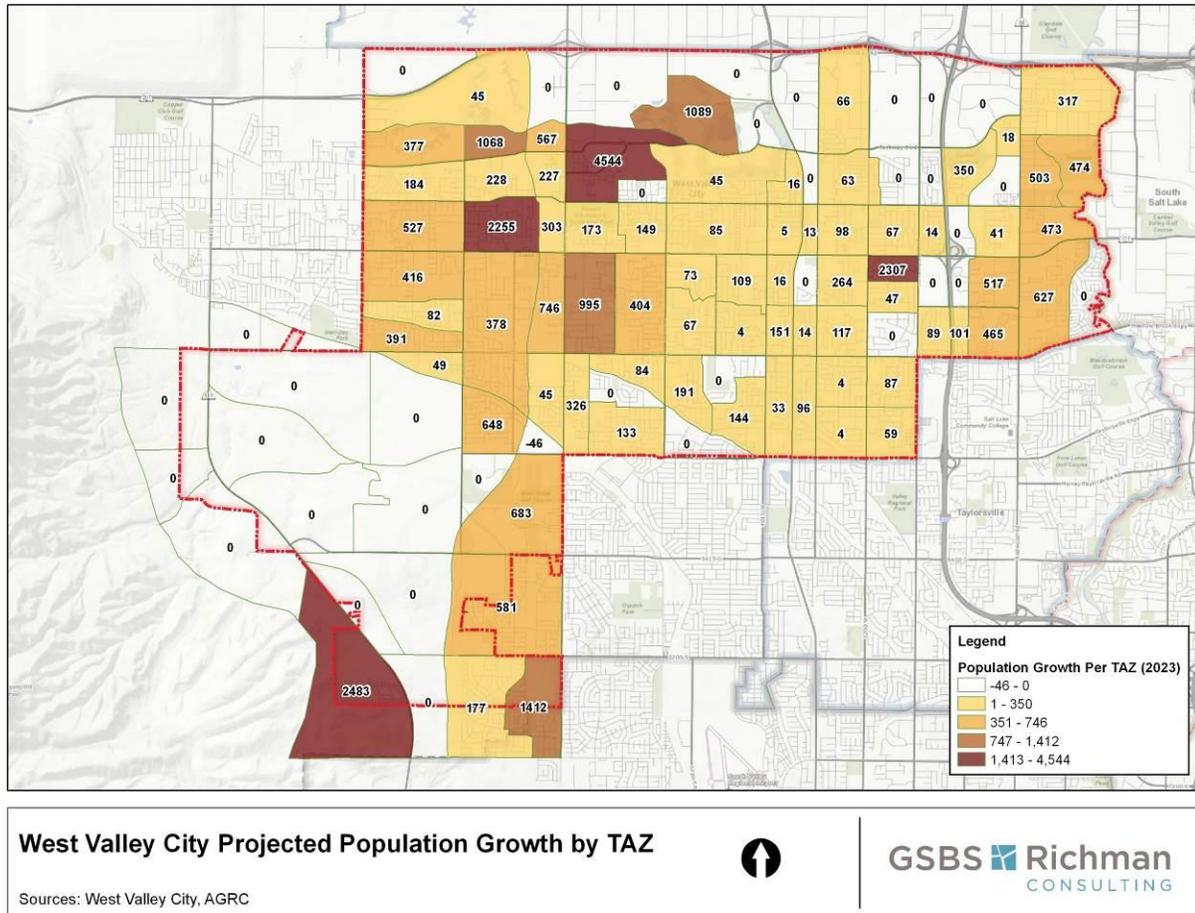


Figure 2-3 Projected Population Growth

### 2.5 School Planning

According to West Valley City Planning Staff, the Granite School District has plans to construct a new junior high school in the central north area of the City. Section 11-36A-302(4) of the Impact Fees Act requires that the city include on the IFFP any infrastructure facility intended to serve a new school. Although there is a new school planned, there are no IFFP projects required to serve the proposed junior high. If notified of additional schools or of necessary infrastructure to serve a school, the IFFP will be amended to reflect the necessary infrastructure in accordance with the requirements of the Utah Impact Fees Act.

CHAPTER 3 – TRANSPORTATION PLANNING

**3.1 Current & Proposed Level of Service (LOS)**

West Valley City’s current and proposed transportation LOS is to provide adequate lane mile and intersection capacity to maintain LOS D according to the Wasatch Front Regional Council travel demand model<sup>8</sup>. Level of service standards are defined in the American Association of State and Territorial Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, 2011 ( 6th Edition) where LOS D is defined by traffic levels "Approaching unstable flow." This level can be measured by methods included in the Transportation Research Board (TRB), *Highway Capacity Manual HCM2010*, October 2010.

LOS calculations can be complex and data intensive. LOS is typically measured at signalized intersections where LOS D represents the approximate point where all vehicles will travel through a signal without having to wait more than one signal cycle. Traveling through multiple signals, LOS D represents the approximate point where drivers may have to wait for one or more signals, but will not wait more than one signal cycle at any one intersection. Therefore, LOS can be highly variable and data intensive depending on the following factors:

- number of travel lanes
- number of turn lanes
- number of trucks in the travel flow
- the level of "platooning" of vehicles approaching each intersection
- the timing of traffic signals and the coordination of multiple traffic signals
- the number of turning vehicles
- the vertical grade of the roadway and other horizontal alignment factors
- the familiarity of drivers to local conditions
- the availability of shoulders and lateral clearances
- various natural environmental conditions

To simplify the analysis, travel models use a link based capacity (even though much of the actual delay is manifested at intersections). Algorithms exist in the travel model to estimate the delay associated with increased traffic volume with the primary input being the travel link number of lanes, functional classification of the road, and area type (urban, suburban, rural, etc.). These simplifications are necessary since detailed data may not be available for forecasting future conditions and the travel model is developed at a regional (metropolitan area) scale. The analysis in West Valley City estimated the capacity of existing and future roads based on the design standards of the City and available information related to transportation plans such as number of travel lanes, classification and presence of right turn lanes. Table 3-1 summarizes the daily traffic capacities used in the West Valley City analysis based on the capacities used in the 2005 West Valley City Road Impact Fee Study & Roadway Capital Facilities Plan.

**Table 3-1: Daily Suburban LOS D Capacity in West Valley City**

| <b>Max Daily Traffic Capacity Estimates</b> |                 |                                 |                              |
|---|-----------------|---------------------------------|------------------------------|
| <b>Lanes</b>                                | <b>Arterial</b> | <b>Arterial w/<br/>RT lanes</b> | <b>Collector w/ RT lanes</b> |
| 2   | 11,500          | 12,650                          | 11,550                       |
| 3   | 13,000          | 14,300                          | 12,650                       |
| 4   | 29,000          | 31,900                          | 24,750                       |
| 5   | 30,500          | 33,550                          | 27,500                       |
| 6   | 40,500          | 44,550                          |                              |
| 7   | 46,000          | 50,600                          |                              |

*Source: InterPlan*

<sup>8</sup> The travel demand model is the accepted model of the Wasatch Front Regional Council (WFRC) which represents an appropriate planning tool for estimating existing congestion levels and forecasting future congestion levels based on the impacts of growth.

### 3.2 Existing Facilities

A calibrated travel demand model was used to generate current traffic volumes for each segment in West Valley City's current road network. For segments with capacity greater than volumes, there is existing excess capacity. For segments with capacity less than volumes, there is an existing deficiency. Road improvements are major investments made in anticipation of increased traffic volumes, and are difficult to phase incrementally. Accordingly, at any point in time there will be segments that are above capacity and segments that are below capacity. This is why the system is modeled as a whole and the City-wide system treated as one service area. In addition, the travel demand model was used to form a consistent source of estimating existing traffic that can be used to forecast traffic growth in the future.

### 3.3 Impact of Growth

The travel demand model was used to estimate the impact of the anticipated 19,346 new residents and 9.5 million square feet of non-residential development in 2023 and 2040. InterPlan worked with West Valley City staff to develop a capital improvement program represented by a first phase that would encompass the period from 2013 to 2023 and subsequent phases beyond the year 2023, as needed. Traffic volume estimates were developed by road segment. Traffic volumes were estimated based on the existing conditions, modeled conditions in the year 2023 based on planned improvements to be completed by 2023, and modeled conditions in the year 2040 based on planned improvements by West Valley City. Although improvements to the State Highway System are not eligible for impact fees, improvements included in the Wasatch Front Regional Council *Regional Transportation Plan (2011-2040)* were assumed in the modeling. Most significantly, the construction of the Mountain View Corridor project is initiated as signalized frontage roads from the south County limits through West Valley (to the north) by the year 2023 and is assumed completed as a multi-lane freeway running the length of the Salt Lake valley by 2040. Improvements to the State Highway system will reduce the need for new capacity on the non-state system in West Valley City and thereby lower the need for new capacity on the non-state system.

InterPlan and West Valley City staff worked to develop capital improvement projects on the road segments that directly benefit expected new development and relieve capacity deficiencies in the year 2023. Since the transportation system works as a network of improvements, projects were identified beyond those with 2023 estimated traffic volumes exceeding current, 2013, capacity at LOS D. However, the IFFP was developed to eliminate all capacity deficiencies in the year 2023, although sometimes making improvements to parallel facilities where direct capacity constraints occur. For the most part, road segments with traffic volumes exceeding capacity in 2040 will be included in the appropriate future impact fee facilities plan update. There are several segments projected to experience accelerated growth during the 2023 to 2040 period requiring investment in capacity during the 2013 to 2023 period. These segments have been included in the IFFP. The cost of capacity for the period beyond 2023 will be recouped as existing excess capacity in future impact fee updates as appropriate. According to the WFRC travel demand model, projected growth of 7,939 households and 9.5 million square feet of nonresidential development will generate an additional 13,526 peak trips in 2023.

Since it is difficult to balance the IFFP to the precise capacity needed to serve new development in West Valley, a "capacity utilization factor" was estimated based on the net new capacity planned in the IFFP. This capacity utilization factor reflects the equivalent lane miles of needed capacity of the IFFP to balance the capacity needed by new development. The capacity utilization factor of the IFFP is 0.92, indicating that only 92 percent of the capacity shown in the IFFP may actually be constructed. Since it is cost effective to build complete road segments, as opposed to partial road construction, it is impossible to determine which 8 percent of road capacity of the IFFP may be deferred until beyond the year 2023, depending on the exact location and magnitude of new growth.

The capacity utilization factor has been proposed by InterPlan in response to the 2011 (and 2013) General Legislative session modifications of the Utah Impact Fees Act. Specifically, the act calls for impact fees to be expended within six years after collection and requires that each IFFP does not raise the level of service of existing residents through impact fees. Since the Act implies that IFFPs and IFAs will be updated every 3-6 years, the capacity utilization factor allows for an approximate balance of capacity added against the development need. The capacity utilization factor of 0.92 in West Valley indicates that 92 percent of the capacity identified in the IFFP is needed by new development in West Valley and will be fully funded based on anticipated development. The remaining 8 percent of the capacity proposed in the IFFP will either be built and included in future Impact Fees as Existing Excess Capacity (discussed later in this report) or deferred until future IFFPs. The use of this capacity utilization factor

results in a lower impact fee since new development is paying for a fraction, in this case 92 percent, of the development attributable cost of the IFFP.

### 3.4 Source of Cost Estimates

The estimated costs included in the impact fee facilities plan are based on engineering estimates from the West Valley City Engineering Department. Table 3-3 identifies the basis of the cost estimates. The cost estimates are based on recent road projects in the City.

**Table 3-3: Estimated Cost of Materials and Labor - Roads**

| Item                                    | Cost       | Unit        |
|---|------------|-------------|
| Roadway Excavation (28" depth)          | \$0.26     | SF          |
| Clearing & Grubbing                     | \$1,036.00 | Acre        |
| Subgrade Finish                         | \$0.18     | SF          |
| Untreated Base Course (16" thick)       | \$0.79     | SF          |
| Bituminous Surface Course (12" thick) * | \$4.72     | SF          |
| Concrete Curb and Gutter Type B1        | \$6.23     | SF          |
| Pavement Marking Paint                  | \$1.83     | SF          |
| Parkstrip                               | \$6.00     | SF          |
| Clearing and Grubbing for sidewalk      | \$0.22     | SF          |
| Excavation                              | \$0.29     | SF          |
| Concrete Base Course, 4" thick          | \$2.06     | SF          |
| 5' Concrete sidewalk, 4" thick          | \$4.47     | SF          |
| Signage                                 | 5%         | of Subtotal |
| Drainage (inc. structures)              | 15%        | of Subtotal |
| Environmental & design                  | 20%        | of Subtotal |
| Mobilization & traffic control          | 10%        | of Subtotal |
| Contingency                             | 20%        | of Subtotal |

\* Assumes UDOT Bid of \$69.90 per ton and in place density of 135 lb per SF

Source: InterPlan

### 3.5 Future Facilities/Impact Fee Facilities Plan

To serve the approximately 19,300 new residents and 9.5 million square feet of nonresidential development projected through 2023, additional lane miles and intersection capacity are required. Figure 3-1 illustrates the projects included in the IFFP.

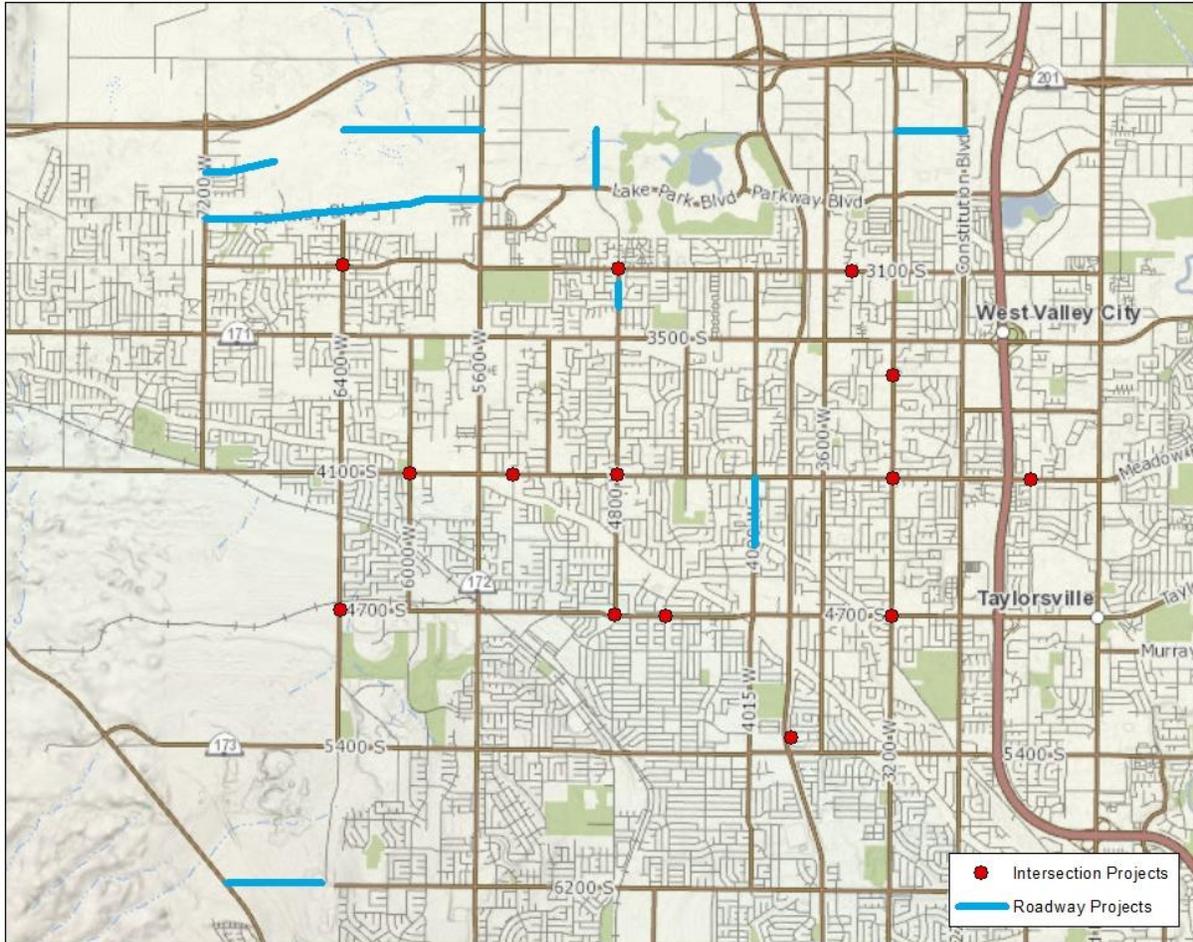


Figure 3-1: Transportation IFFP

Table 3-4 includes the roadway projects and Table 3-5 includes the intersection projects included in the IFFP. Intersection improvements included in the IFFP were estimated based on locations where traffic signal warrants are likely to be met or where other improvements will be required based on new development. The proposed new junior high school does not require construction of additional road capacity.

Table 3-4 is a subset of the City’s planned road projects. All projects on the IFFP result in increased capacity. Total improvement costs in Table 3-4 were divided three ways. First, the costs were apportioned based on the relative share of traffic growth amongst the cost to solve existing capacity deficiencies, the cost to serve through traffic (or other traffic unrelated to new development in West Valley City) and the cost to serve traffic generated by new development in West Valley City. The cost to serve new development generated traffic represents the eligible impact fee cost. Existing capacity deficiencies were calculated based on the existing traffic volume over the existing traffic capacity divided by the total traffic increase between existing traffic capacities and year 2023 estimated traffic. The cost to serve through traffic was similarly estimated as the relative share of year 2023 traffic increases on the network. New development’s share of increased volumes/capacity forms the basis for the IFFP. Year 2040 traffic was modeled to eliminate short term effects from potential constrained travel paths created by a more limited network. 2040 modelling allows for a wider range of improvements in the IFFP for new development consistent with long range planning.

**Table 3-4: Roadway IFFP**

| Street             | Limits |                | Total Cost         | Cost of Existing Capacity Deficiencies | Cost of Through Traffic | IFFP Cost          |
|--------------------|--------|----------------|--------------------|--|-------------------------|--------------------|
|                    | From   | To             |                    |  |                         |                    |
| 4000 W             | 4100 S | 4180 S         | \$90,488           | \$59,930                               | \$22,622                | \$7,936            |
| 4000 W             | 4180 S | 4340 S         | \$338,513          | \$224,196                              | \$84,628                | \$29,689           |
| 4000 W             | 4340 S | 4360 S         | \$63,700           | \$42,188                               | \$15,925                | \$5,587            |
| 4000 W             | 4360 S | 4400 S         | \$47,250           | \$31,294                               | \$11,813                | \$4,143            |
| 4800 W             | 2400 S | Lake Park Blvd | \$1,219,050        | \$0                                    | \$304,763               | \$914,287          |
| 4800 W             | 3200 S | 3300 S         | \$192,488          | \$0                                    | \$48,122                | \$144,366          |
| Parkway Blvd       | 5630 W | 7200 W         | \$2,629,663        | \$0                                    | \$657,416               | \$1,972,247        |
| 2400 S             | 2700 W | 3200 W         | \$1,451,520        | \$0                                    | \$362,880               | \$1,088,640        |
| 2400 S             | 5600 W | 6400 W         | \$2,160,900        | \$0                                    | \$540,225               | \$1,620,675        |
| 2400 S             | 6800 W | 7200 W         | \$2,250,000        | \$0                                    | \$562,500               | \$1,687,500        |
| 6200 S             | MVC    | SR-111         | \$755,325          | \$0                                    | \$188,831               | \$566,494          |
| <i>Total Roads</i> |        |                | <b>\$1,198,897</b> | <b>\$357,608</b>                       | <b>\$2,799,725</b>      | <b>\$8,041,564</b> |

Source: InterPlan

It was assumed that all intersection improvements in Table 3-5 are necessary to provide for added capacity so the total cost of intersection improvements was apportioned between through traffic increases and traffic increases caused by new development in West Valley City. Modeling was not performed separately for the intersection analysis, so the results of all model links were used to estimate the relative share of new development traffic versus through traffic on all intersections.

**Table 3-5: Intersections IFFP**

| East/West                  | North/South            | Total Cost         | Cost of Through Traffic | IFFP Cost          |
|----------------------------|------------------------|--------------------|-------------------------|--------------------|
| 3100 S                     | 3450 W                 | \$180,077          | \$59,353                | \$120,724          |
| 3100 S                     | 4800 W                 | \$405,077          | \$133,513               | \$271,564          |
| 3100 S                     | 6400 W                 | \$53,077           | \$17,494                | \$35,583           |
| 3650 S                     | 3200 W                 | \$53,077           | \$17,494                | \$35,583           |
| 4100 S                     | 2200 W                 | \$38,077           | \$12,550                | \$25,527           |
| 4100 S                     | 3200 W                 | \$180,077          | \$59,353                | \$120,724          |
| 4100 S                     | 4800 W                 | \$307,077          | \$101,213               | \$205,864          |
| 4100 S                     | 5400 W                 | \$325,077          | \$107,145               | \$217,932          |
| 4100 S                     | 6000 W                 | \$786,077          | \$259,091               | \$526,986          |
| 4700 S                     | 3200 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4715 S                     | 4520 W (Dartmouth Dr.) | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 4800 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 6400 W                 | \$452,077          | \$149,005               | \$303,072          |
| <i>Total Intersections</i> |                        | <b>\$3,275,001</b> | <b>\$1,079,438</b>      | <b>\$2,195,563</b> |

Source: InterPlan

### 3.6 Existing Excess Capacity

The concept of allocating the cost of existing capacity in excess of what existing traffic needs is similar to the process of allocating the cost of new capacity. For existing excess capacity, the total cost incurred by the City to add capacity is divided by the share of existing traffic, through traffic, and traffic from future new development in West Valley City. Since no future road is planned to have future capacity deficiencies, all future roads will meet the LOS D standard. The volume of traffic from new development in West Valley City using the excess capacity in the year 2023 is simply a subset of all future traffic from new development in West Valley City. The share of volume created by new growth in West Valley City in the year 2023 was derived based on interpolated model years.

Table 3-6 shows the existing excess capacity based on information provided by West Valley City staff. Of the almost \$8.2 million spent by the City for existing capacity, only \$0.78 million is available for use by future development in the year 2023 in West Valley City. Furthermore, this \$0.78 million of existing capacity buy-in for future development is available for 2023 traffic and will continue to be available to 2013 through 2023 new development in the 2040 modelled scenario.

**Table 3-6: Existing Excess Capacity Buy-in Calculation**

| Street              | Limits       |        | 2013 Vol | 2023 Vol | 2023 Vol from WVC | Project Cost       | 2023 Buy-In Eligible Cost |
|---------------------|--------------|--------|----------|----------|-------------------|--------------------|---------------------------|
|                     | From         | To     |          |          |                   |                    |                           |
| 3100 S              | Redwood Rd   | 2700 W | 12,553   | 13,985   | 1,074             | \$870,165          | \$66,826                  |
| 3100 S              | 2700 W       | 3200 W | 8,890    | 10,275   | 1,038             | \$435,083          | \$43,953                  |
| 3100 S              | 3200 W       | 3600 W | 9,376    | 10,919   | 1,311             | \$435,083          | \$52,239                  |
| 5200 W              | 3500 S       | 4100 S | 3,529    | 4,164    | 540               | \$1,835,030        | \$237,972                 |
| 6000 W              | 4100 S       | 4400 S | 2,903    | 3,082    | 170               | \$395,279          | \$21,803                  |
| 6000 W              | 4400 S       | 4700 S | 1,684    | 1,857    | 165               | \$379,777          | \$33,744                  |
| 6400 W              | 4300 S       | 4700 S | 3,201    | 4,091    | 846               | \$325,500          | \$67,312                  |
| 6400 W              | 4700 S       | 5400 S | 3,179    | 3,777    | 568               | \$556,652          | \$83,712                  |
| 4700 S              | 5600 W       | 6400 W | 62,140   | 35,370   | 1,615             | \$471,739          | \$21,540                  |
| 7200 W              | Parkway Blvd | 3100 S | 18,568   | 18,637   | 59                | \$489,542          | \$1,550                   |
| 7200 W              | 3100 S       | 3500 S | 13,926   | 14,256   | 281               | \$717,995          | \$14,152                  |
| Decker Lake Dr.     | Parkway Blvd | 2770 S | 2,808    | 3,299    | 417               | \$213,352          | \$26,968                  |
| Decker Lake Dr.     | 2770 S       | 3100 S | 2,564    | 3,130    | 481               | \$574,408          | \$88,272                  |
| Decker Lake Dr.     | 3100 S       | 3500 S | 20,487   | 21,380   | 759               | \$496,909          | \$17,641                  |
| <b>Total Buy-In</b> |              |        |          |          |                   | <b>\$8,196,514</b> | <b>\$777,684</b>          |

Source: InterPlan

### 3.7 Existing Deficiencies

The WFRC travel demand model was run using the 2013 road network and 2013 travel demands. The model identified several road segments that are currently over LOS D. This situation represents an existing deficiency. Projects required to address current deficiencies have not been included in the IFFP. For projects on road segments that have existing deficiencies and will add capacity for new development, a portion of the project cost proportional to the traffic generated from existing development (i.e. the proportional number of trips currently exceeding LOS D) has been deducted from the total project cost.

### 3.8 Maximum Allowable Impact Fee

Table 3-7 is the summary IFFP for West Valley City transportation. The capacity utilization factor reflects the ratio of the year 2023 volume to capacity across the network versus the build-out of volume to capacity across the network. This factor is necessary because it is difficult (or impossible) to exactly size the transportation facilities to match the increment of growth that WVC can expect so we are only going to build 92% (CUF=0.92) of the IFFP (Phase 1) Capacity and have reduced the cost to development accordingly.

**Table 3-7: Maximum Allowable Impact Fee Calculation**

|   | Roadway     | Intersection    |
|---|-------------|-----------------|
| Total Cost of IFFP (2023)                     | \$8,041,564 | \$2,195,563     |
| # of New Peak Trips (2023) *                  |             | 13,526          |
| Capacity Utilization Factor                   |             | 0.92            |
| Cost/Peak Trip                                | \$546.96    | \$149.34        |
| Buy-in Cost                                   |             | \$777,684       |
| Buy-in Cost/Peak Trip                         |             | \$57.50         |
| <b>Maximum Allowable Impact Fee/Peak Trip</b> |             | <b>\$753.80</b> |

Source: InterPlan

\* Based on the WFRC Traffic Demand Model

## CHAPTER 4- STORM DRAIN PLANNING

West Valley City's storm water system is divided into 16 districts representing different drainage areas. Figure 4-1 is a map of the storm water districts within the West Valley City storm water system. The systems within the districts are at varying levels of completion and the acreage included within each district is at varying levels of development. Several districts have little or no developable area left within the boundary, while the Riter district has significant developable area. The districts were designated based on the drainages within the City. There is limited, if any, interaction between the districts and they are treated as independent systems. In the event that a district drains into an adjacent district they are treated as a single service area unit for the purposes of calculating an impact fee.

West Valley City has a storm water utility that collects fees based on impermeable area. The fee funds operation and maintenance of the installed system. Storm water utility fees are the primary funding source for ongoing maintenance of the systems in districts that are completed. The storm water utility fund is also the source of funding to address existing deficiencies in the limited number of districts with existing deficiencies, for this reason a credit will be calculated where appropriate. This IFFP identifies the following information for each of the individual districts:

- Current LOS,
- Proposed LOS,
- Existing excess capacity within each district at the proposed LOS,
- Existing deficiencies at the current LOS
- Demands on existing facilities within each district at the proposed LOS,
- Projects (if any) required within each district to serve new development at the proposed LOS,
- All revenue sources available to fund system improvements, and
- Existing reimbursement agreements for installed system improvements.

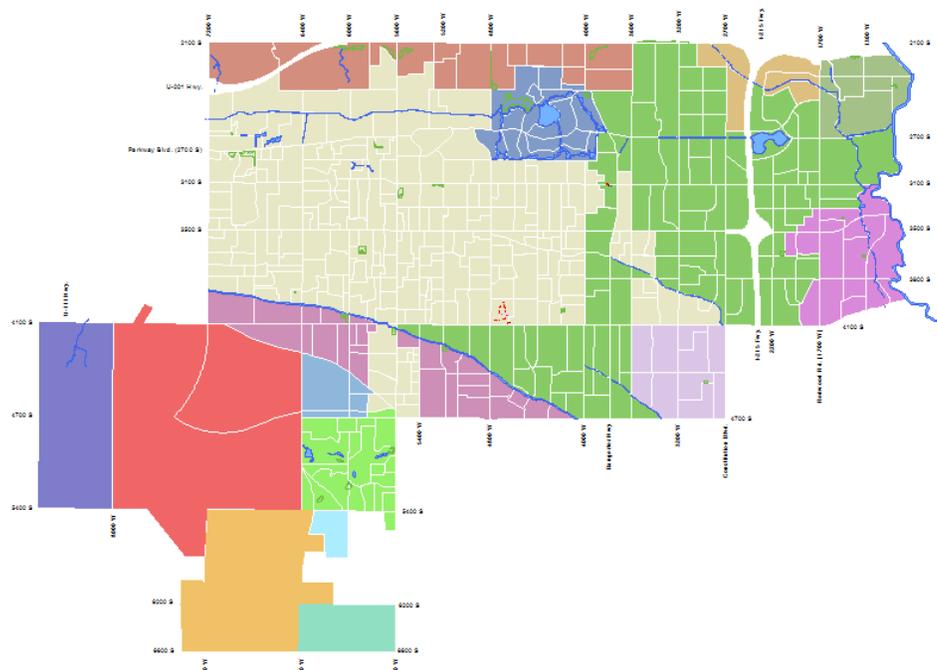


Figure 4-1 – West Valley City Storm water System Districts

### 4.1 Current & Proposed Level of Service (LOS)

West Valley City's storm watersystem current and proposed LOS is to design and install infrastructure adequate to detain and convey water from a 10-year storm event. The capacity to meet this LOS is determined according to the following hydrologic, policy and inter-governmental elements for storm drainage facilities design:

The City has chosen to use a design storm with a 3-hour duration, which produces 1.15 inches of rainfall, and has a one in ten chance of occurring each year (10-year storm.) The City uses a hydrologic model to predict runoff flows from this storm event, and to size the storm drain system to accommodate these flows. City policy also directs that the storm drain system be piped in most situations.

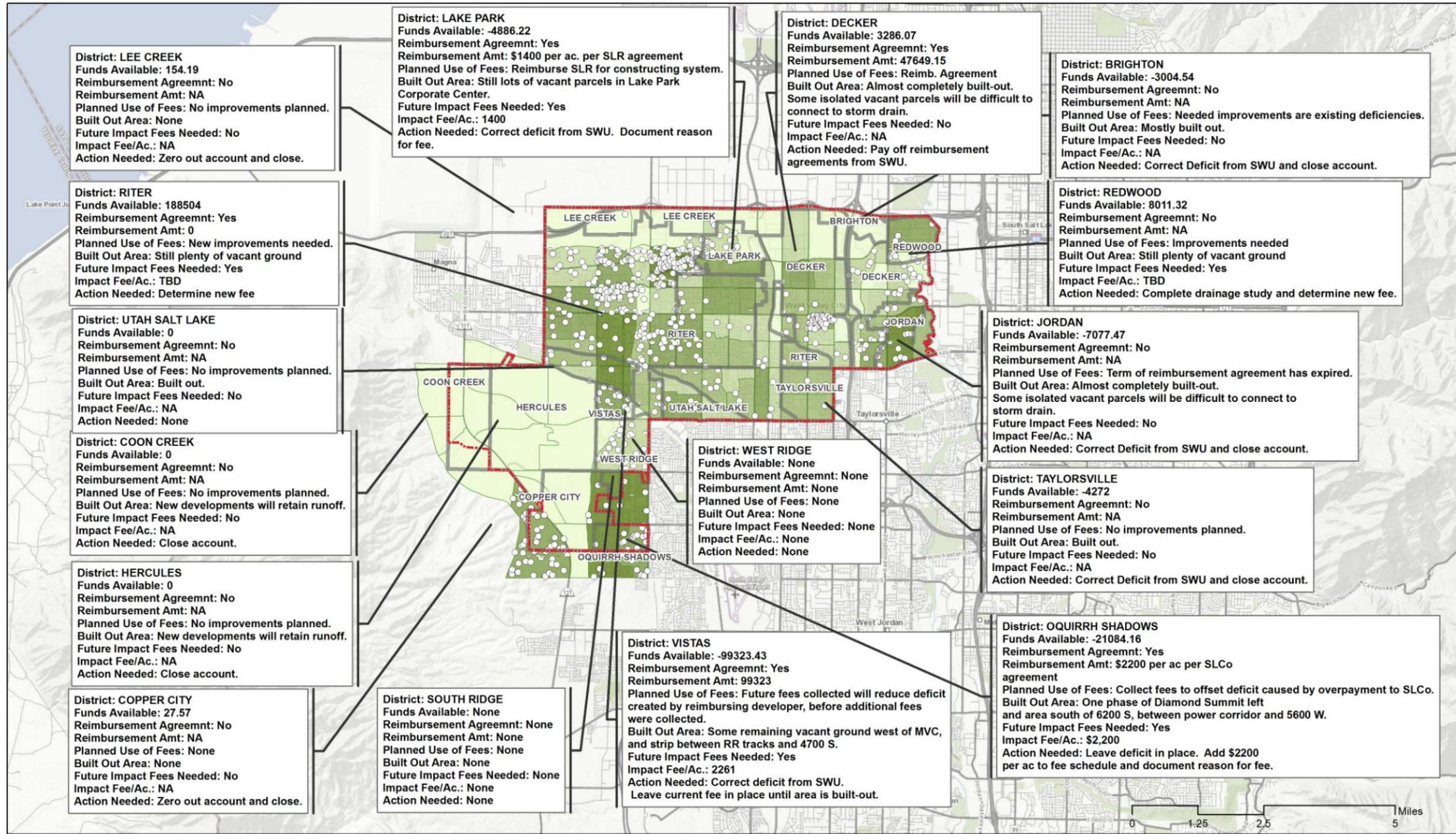
City policy requires all new commercial, multi-family residential, industrial and institutional uses to detain storm runoff to a maximum rate of .2 cubic feet per second (cfs) per acre. This runoff rate is approximately equivalent to the average runoff generated from a single-family residential development, for the design storm. Storm water detention is not required for single-family residential developments. Thus the runoff from all developed properties is roughly equal. New developments are also required to install unit (or development-level) drainage improvements within the development area itself.

The City's storm drain system discharges into several Salt Lake County Flood Control facilities, including the Jordan River, Decker Lake, the Utah & Salt Lake Canal, and the Riter Canal. Salt Lake County regulates by permit the amount of runoff discharged to County facilities. These County requirements place further detention requirements on the West Valley City storm drain system. For example, West Valley City is required to construct a large regional detention basin to limit runoff flow in the Riter Canal, at the City's western boundary.

In summary, the current and proposed LOS provided by West Valley City's storm drainage system is sufficient to carry storm runoff generated by the design storm, that is detained per City policy and as required by Salt Lake County Flood Control.

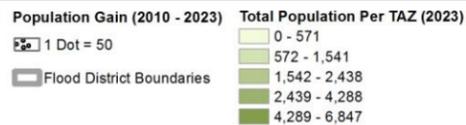
#### **4.2 District-Level Evaluation – Existing Facilities**

Figure 4-2 is the map of the existing storm drain system by district. Existing system status, required improvements and existing reimbursement agreements are identified on the map.



**Flood Districts (Work Page + Projected Population Growth)**

Sources: West Valley City, AGRC



**GSBS Richman**  
CONSULTING

Figure 4-2 – Stormwater System Status by District

***Redwood District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system in the Redwood District is partially complete. There are existing deficiencies in the system to be addressed with storm water utility funds.

There is no existing excess capacity in the system. There is limited potential for new development. No system improvements are required to serve new development therefore the current impact fee will be eliminated and no new impact fee imposed.

***Decker District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed with limited new development potential. The impact fee account for this district has a balance that will be used, in combination with storm water utility fees, to pay existing reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. Some new development areas will be difficult to attach to the system and therefore will be required to retain on site, others will connect to the existing system. The existing impact fee will be eliminated and no new impact fee imposed.

***Jordan District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed with limited new development potential. The impact fee account for this district has a negative balance of **\$7,077.47** and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be eliminated and no new impact fee imposed.

***Brighton District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed with limited new development potential. The impact fee account for this district has a negative balance of **\$3,044.54** and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be eliminated and no new impact fee imposed.

***Taylorsville District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed with limited new development potential. The impact fee account for this district has a negative balance of **\$4,272.00** and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. New development areas will be required to retain on site. The existing impact fee will be eliminated and no new impact fee imposed.

***Lee Creek District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed. New development in the area will be required to retain on site. The impact fee account for this district has a positive balance of **\$154.19** and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be eliminated and no new impact fee imposed.

***Riter District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system serves current development at the existing LOS. New development is planned throughout the area. This is an active development area. There are no current reimbursement agreements in the area.

Planned improvements are designed to complete the system and provide capacity for new development. The existing impact fee balance will be used to complete planned improvements and the new impact fee will provide infrastructure for new development. Future planned improvements for the area are identified in Table 4-2.

**Table 4-2 - Riter/Westridge Service Area Impact Fee Facilities Plan**

| Basin Name: | R5                 |               |             |           |             |            |           |             |
|-------------|--------------------|---------------|-------------|-----------|-------------|------------|-----------|-------------|
| Sub-Basin   | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| OHB4        | 7200 West          | 3615 S        | 3563 S      | 24 inch   | 550         | \$115      | \$63,250  |             |
|             |                    |               |             |           |             |            |           | \$63,250    |
| Basin Name: | R6                 |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| BA12        | 7000 West          | 3500 S        | 3390 S      | 36 inch   | 770         | \$170      | \$130,900 |             |
| OHB5        | 6800 West          | 3720 S        | 3500 S      | 24 inch   | 1980        | \$115      | \$227,700 |             |
|             |                    |               |             |           |             |            |           | \$358,600   |
| Basin Name: | R7                 |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| BC6         | 6400 West          | Parkway Blvd. | Riter Canal | 60 inch   | 1830        | \$280      | \$512,400 |             |
| BA11        | 6400 West          | 3500 S        | 3270 S      | 36 inch   | 1150        | \$170      | \$195,500 |             |
| OHB2        | 6400 West          | 3888 S        | 3800 S      | 24 inch   | 659         | \$115      | \$75,785  |             |
| BB5         | Parkway Blvd       | 5800 W        | 6400 W      | 24 inch   | 3500        | \$115      | \$402,500 |             |
| BA5         | Parkway Blvd       | 6600 W        | 6400 W      | 18 inch   | 1400        | \$95       | \$133,000 |             |
|             |                    |               |             |           |             |            |           | \$1,319,185 |
| Basin Name: | R8                 |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name           | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| WHB6        | 6400 West          | 3750 S        | 3643 S      | 24 inch   | 672         | \$115      | \$77,280  |             |
| WHB10       | 6400 West          | 3887 S        | 3771 S      | 18 inch   | 1118        | \$95       | \$106,210 |             |
| BB9         | 6000 West          | 3500 S        | 3400 S      | 36 inch   | 635         | \$170      | \$107,950 |             |
| BB8         | Walmart            | 3500 S        | Walmart     | 36 inch   | 1985        | \$170      | \$337,450 |             |
| BB13        | Walmart to Mdwinds | Walmart       | Meadowlands | 42 inch   | 3135        | \$195      | \$611,325 |             |
|             |                    |               |             |           |             |            |           | \$1,240,215 |

| Basin Name:                            | R9         |             |             |           |             |            |             |             |
|--|------------|-------------|-------------|-----------|-------------|------------|-------------|-------------|
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| REC6                                   | Brud Drive | Cent. Park  | Meadowlands | 36 inch   | 2975        | \$170      | \$505,750   |             |
|  |            |             |             |           |             |            |             | \$505,750   |
| Basin Name:                            | R10        |             |             |           |             |            |             |             |
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| SA6                                    | 5400 West  | 3600 S      | 3400 S      | 30 inch   | 1340        | \$150      | \$201,000   |             |
|  |            |             |             |           |             |            |             | \$201,000   |
| Basin Name:                            | R12        |             |             |           |             |            |             |             |
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| SB5                                    | 5100 West  | 3635 S      | 3500 S      | 36 inch   | 1175        | \$170      | \$199,750   |             |
|  |            |             |             |           |             |            |             | \$199,750   |
| Riter Canal Detention Basin            |            |             |             |           |             |            |             |             |
| Land Acquisition                       | 32 acres   | \$90,000/ac |             |           |             |            | \$2,880,000 |             |
| Excavation                             | 160,000 CY | \$8.00/CY   |             |           |             |            | \$1,280,000 |             |
| Control Structure                      | 1 Lump     | \$150,000   |             |           |             |            | \$150,000   |             |
| Landscaping                            | 35 acres   | \$10,000/ac |             |           |             |            | \$350,000   |             |
|  |            |             |             |           |             |            |             | \$4,660,000 |
| Total Cost of Improvements             |            |             |             |           |             |            |             | \$8,547,750 |
| Total Acres in Basin                   |            |             |             |           |             |            | 7232        |             |
| Undeveloped/Developable Acres in Basin |            |             |             |           |             |            | 1233        |             |
| Percent new development                |            |             |             |           |             |            | 17.05%      |             |
| Total IFFP                             |            |             |             |           |             |            |             | \$1,457,391 |

Source: West Valley City

The identified improvements are required to provide the proposed LOS in the district.

**Utah & SL Canal District**

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed with limited development potential. The impact fee account for this district has a balance of \$0.00 and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be eliminated and no new impact fee imposed.

**Westridge District**

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system drains to the Riter District. Required improvements have been combined with the Riter system and calculated with that District.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be recalculated with the Riter District.

**Copper City District**

There is no proposed storm drain system in this area. New development in the area will occur in areas that will be required to retain storm runoff on site. The impact fee account for this district has a positive balance of \$27.57 and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. There is no existing impact fee and no new impact fee will be imposed.

#### ***Oquirrh Shadows District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed and drains to Salt Lake County. There is existing excess capacity to serve anticipated new development as identified and calculated through a reimbursement agreement with Salt Lake County. The impact fee account for this district has a negative balance of **\$21,084.16** and a reimbursement agreement to collect \$2,200 per acre and pass through to Salt Lake County.

There are no existing deficiencies in this system. There is existing excess capacity to serve planned new development in accordance with the reimbursement agreement.

#### ***Coon Creek District***

There is no proposed storm drain system in this area. New development in the area will occur in areas that will be required to retain storm runoff on site. The impact fee account for this district has a balance of \$0 and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. There is no existing impact fee and no new impact fee will be imposed.

#### ***Hercules District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is designed to serve ATK and no new development is currently planned. In the event that development may occur in the future, system improvements will be designed with related fees calculated at that time. The impact fee account for this district has a balance of \$0.00 and no reimbursement agreements.

There are no existing deficiencies in this system and no existing excess capacity. The existing impact fee will be eliminated and no new impact fee imposed.

#### ***Lake Park District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed through an agreement with Suburban Land Reserve (“SLR”) There is existing excess capacity to serve anticipated new development as identified and calculated through the reimbursement agreement. The impact fee account for this district has a negative balance of **\$4,886.22** and a reimbursement agreement to collect \$1,400 per acre and pass through to SLR.

There are no existing deficiencies in this system. There is existing excess capacity to serve planned new development in accordance with the reimbursement agreement.

#### ***Vistas District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed. There is existing excess capacity to serve anticipated new development. The impact fee account for this district has a negative balance of **\$99,323**. The deficit in this account occurred because the City paid the developer up front. The City was to be reimbursed through impact fees. Since the time of installation, UDOT purchased most of the developable land in the district for the Mountain View Corridor. There is little potential for reimbursement. The impact fee fund will absorb this deficit. There will be no new impact fee.

There are no existing deficiencies in this system.

#### ***Southridge District***

Current and proposed LOS is sufficient to carry storm runoff generated by the design storm. The current installed system is 100 percent constructed through funding from the West Valley City General Fund.

There are no existing deficiencies in this system. There is existing excess capacity to serve the limited anticipated new development. An impact fee will not be imposed.

### **4.3 Maximum Allowable Impact Fee**

Table 4-3 provides the maximum allowable storm water system impact fee. The storm water impact fee is generally charged on a per acre basis at the time of subdivision plat or final site approval.

**Table 4-3: Stormwater Maximum Allowable Impact Fee Schedule by Drainage District**

| District           | IFFP        | Total Acres | Developable Acres | Impact fee/acre |
|--------------------|-------------|-------------|-------------------|-----------------|
| Redwood            | \$0         |             |                   | No Fee          |
| Decker             | \$0         |             |                   | No Fee          |
| Jordan             | \$0         |             |                   | No Fee          |
| Brighton           | \$0         |             |                   | No Fee          |
| Taylorville        | \$0         |             |                   | No Fee          |
| Lee Creek          | \$0         |             |                   | No Fee          |
| Riter              | \$1,457,391 | 7,232       | 1,233             | \$1,182         |
| UT & SL Canal      | \$0         |             |                   | No Fee          |
| Westridge *        | \$0         |             |                   | \$1,182         |
| Copper City        | \$0         |             |                   | No Fee          |
| Oquirrh Shadows ** | \$21,084    |             |                   | \$2,200         |
| Coon Creek         | \$0         |             |                   | No Fee          |
| Hercules           | \$0         |             |                   | No Fee          |
| Lake Park **       | \$4,886     |             |                   | \$1,400         |
| Vistas **          | \$99,323    |             |                   | No Fee          |
| Southridge         | \$0         |             |                   | No Fee          |

Source: West Valley City, SL Co. Assessor's Office, GSBS

\* Westridge has been combined with the Riter District

\*\* Existing reimbursement agreements, buy-in for previously installed system infrastructure

CHAPTER 5 – PUBLIC SAFETY PLANNING

5.1 Current & Proposed Level of Service (LOS)

Fire and police facility current and proposed LOS is defined as units of square footage per 1,000 residents and nonresidential developed space. In addition to a facility LOS for fire stations and support facilities, the fire LOS includes fire apparatus costing \$500,000 or more in accordance with the Impact Fee Act<sup>9</sup>. Table 5-1 is a summary of the current and proposed LOS for fire and police infrastructure.

**Table 5-1: Public Safety Level Current and Proposed Level of Service**

| Facility Type   | Current & Proposed Residential LOS | Unit               | Current & Proposed Nonresidential LOS | Unit                 |
|-----------------|------------------------------------|--------------------|---------------------------------------|----------------------|
| Fire Facility   | 147.985                            | SF/1,000 Residents | 0.795                                 | SF/1,000 SF building |
| Fire Apparatus  | 15.71                              | \$/Resident        | 84.30                                 | \$/1,000 SF building |
| Police Facility | 257.292                            | SF/1,000 Residents | 1.381                                 | SF/1,000 SF building |

Source: West Valley City, GSBS Richman

Proportional allocation of the cost of new facilities to various land use types will occur in the Impact Fee Analysis.

5.2 Existing Facilities

Figure 5-1 is a map of the location of fire and police facilities and density of population in West Valley City as of 2010. This map demonstrates the distribution of facilities in relation to current population distribution. Because the existing distribution of facilities corresponds to current distribution of developed land uses and future facilities will be located to serve new development, a geographic distribution element was not included in the proposed LOS.

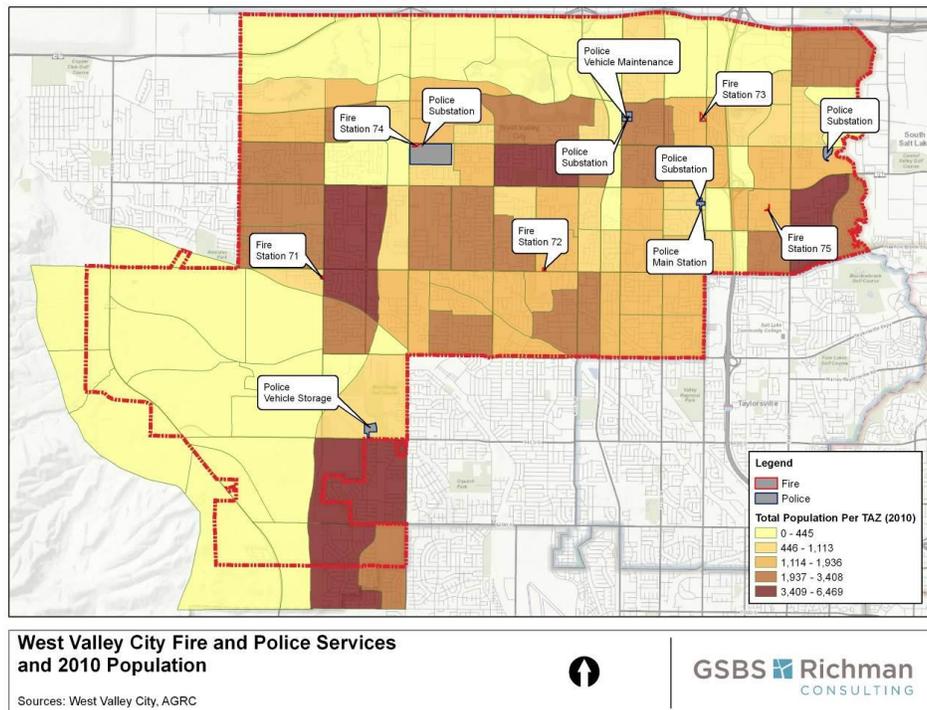


Figure 5-1: Distribution of current public safety facilities

<sup>9</sup> Fire Apparatus impact fees are only allowed for non-residential uses. This will be taken into account in the Impact Fee Analysis.

*Fire Protection*

West Valley City is served by five fire stations combined with additional space in administrative, storage and training facilities to support the overall mission. Table 5-2 is a list of each facility serving and supporting fire protection in West Valley City. The total square feet to provide the current level of service is 47,467.

**Table 5-2: Fire Facilities 2013**

| Facility                       | Year Built  | SF            |
|--------------------------------|-------------|---------------|
| Station 71                     | Unknown     | 2,489         |
| Station 72                     | Before 1980 | 3,809         |
| Station 73                     | 1992        | 5,472         |
| Station 74                     | 1998        | 14,766        |
| Station 75                     | 2002        | 5,755         |
| Public Safety Building         | 1990*       | 1,380         |
| Vehicle Maintenance Building   | 2002        | 2,380         |
| City Hall                      | 1990        | 2,016         |
| Training facility (Station 73) | 2003        | 3,400         |
| Storage facility (Station 73)  | 2013        | 6,000         |
| <b>Total</b>                   |             | <b>47,467</b> |

\* Acquired by the City in 2002  
 Source: West Valley City

Fire administration activities are in City Hall and the Public Safety Building. Fire apparatus are serviced in the vehicle maintenance building. Training and storage occurs at Station 73. Table 5-3 represents the current level of fire facility service per resident and per SF of non-residential space. The square footage in each facility was multiplied by the percent of the total residentially developed acreage in the City (41.36 percent) to determine the square footage dedicated to serving residential development. The area in each facility dedicated to serving existing residential development was then divided by each 1,000 of residents to determine the fire facility per resident level of service. A similar calculation based on building square footage was completed for the area of each facility serving nonresidential development.

**Table 5-3: Fire Facilities Existing Level of Service**

| Facility                       | SF            | SF/<br>Residential<br>Service | SF/1,000<br>Residents<br>- 2013 | SF/non-<br>residential<br>-2013 | SF/1,000 SF of<br>nonresidential<br>development |
|--------------------------------|---------------|-------------------------------|---------------------------------|---------------------------------|---|
| Station 71                     | 2,489         | 1,029                         | 7.757                           | 1,460                           | 0.042   |
| Station 72                     | 3,809         | 1,575                         | 11.873                          | 2,234                           | 0.064   |
| Station 73                     | 5,472         | 2,263                         | 17.059                          | 3,209                           | 0.092   |
| Station 74                     | 14,766        | 6,107                         | 46.037                          | 8,659                           | 0.247   |
| Station 75                     | 5,755         | 2,380                         | 17.941                          | 3,375                           | 0.096   |
| Public Safety Building         | 1,380         | 571                           | 4.304                           | 809                             | 0.023   |
| Vehicle Maintenance Building   | 2,380         | 984                           | 7.418                           | 1,396                           | 0.040   |
| City Hall                      | 2,016         | 834                           | 6.287                           | 1,182                           | 0.034   |
| Training facility (Station 73) | 3,400         | 1,406                         | 10.599                          | 1,994                           | 0.057   |
| Storage facility (Station 73)  | 6,000         | 2,482                         | 18.710                          | 3,518                           | 0.100   |
| <b>Total</b>                   | <b>47,467</b> | <b>19,631</b>                 | <b>147.985</b>                  | <b>27,836</b>                   | <b>0.795</b>                                    |

Source: West Valley City, GSBS Richman

In addition to fire facilities, the Utah Impact Fees Act allows the inclusion of fire apparatus costing more than \$500,000 in the calculation of impact fees for nonresidential development. Although residential development benefits from the apparatus and its share in the cost is calculated, the Utah Impact Fees act limits the apparatus impact fee to nonresidential uses only. West Valley City's current inventory of apparatus is identified in Table 5-4. Original purchase costs were used to determine eligibility in this table.

**Table 5-4: Fire Apparatus Inventory**

| Item                                | Units    | Unit Cost   | Total              |
|-------------------------------------|----------|-------------|--------------------|
| Transport Engines                   | 2        | \$720,000   | \$1,440,000        |
| Engine                              | 1        | \$600,000   | \$600,000          |
| 75' Ladder Truck                    | 1        | \$800,000   | \$800,000          |
| Tower Truck                         | 1        | \$1,200,000 | \$1,200,000        |
| Hazmat Unit                         | 1        | \$500,000   | \$500,000          |
| Technical Rescue Unit               | 1        | \$500,000   | \$500,000          |
| <b>Total Fee Eligible Equipment</b> | <b>7</b> |             | <b>\$5,040,000</b> |

Source: WVC Fire Department

The fire equipment current and proposed LOS is calculated using the same methodology as the fire facility current and proposed LOS, as seen in Table 5-5.

**Table 5-5: Fire Equipment Level of Service**

| Item                                | Total Cost         | Cost/<br>Residential<br>Service -<br>2013 | Cost/<br>Resident<br>- 2013 | Cost/ non-<br>residential -<br>2013 | Cost/1,000 SF<br>of<br>nonresidential<br>development |
|-------------------------------------|--------------------|---|-----------------------------|-------------------------------------|--|
| Transport Engines                   | \$1,440,000        | \$595,584                                 | \$4.49                      | \$844,416                           | \$24.09  |
| Engine                              | \$600,000          | \$248,160                                 | \$1.87                      | \$351,840                           | \$10.04  |
| 75' Ladder Truck                    | \$800,000          | \$330,880                                 | \$2.49                      | \$469,120                           | \$13.38  |
| Tower Truck                         | \$1,200,000        | \$496,320                                 | \$3.74                      | \$703,680                           | \$20.07  |
| Hazmat Unit                         | \$500,000          | \$206,800                                 | \$1.56                      | \$293,200                           | \$8.36   |
| Technical Rescue Unit               | \$500,000          | \$206,800                                 | \$1.56                      | \$293,200                           | \$8.36   |
| <b>Total Fee Eligible Equipment</b> | <b>\$5,040,000</b> | <b>\$22,084,544</b>                       | <b>\$15.71</b>              | <b>\$2,995,456</b>                  | <b>\$84.30</b>                                       |

Source: WVC Fire Department, GSBS Richman

West Valley City's current fire service does not have an existing deficiency. All areas of the City receive adequate fire protection. There is also not existing excess capacity in fire protection services.

*Law Enforcement*

West Valley City is served by a main police station in the Public Safety Building, two sub stations and support and fleet maintenance facilities to support the overall mission. Table 5-6 is a list of each facility serving and supporting police protection in West Valley City. The total square feet to provide the current level of service is 82,523.

**Table 5-6: Police Facilities 2013**

| Facility                                    | Year Built | SF            |
|---|------------|---------------|
| Public Safety Building                      | 1990*      | 22,768        |
| City Hall                                   | 1990       | 6,855         |
| Vehicle Maintenance Facility                | 2002       | 16,500        |
| Centennial Park Substation                  | 1999       | 5,400         |
| Vehicle Storage                             | 2009       | 18,000        |
| Public Works Operations                     | Unknown    | 5,000         |
| Utah Cultural Celebration Center Substation | 2003       | 8,000         |
| <b>Total</b>                                |            | <b>82,523</b> |

\* Acquired by the City in 2002

Training is held at the public safety building or in other loaned facilities. As the City continues to grow and add resident and daytime population additional police headquarters and training space will be needed, as well as additional substations and vehicle storage and maintenance areas to support the increase in the number of officers serving and protecting West Valley City.

Table 5-7 represents the current level of police facility service per resident and per 1,000 SF of non-residential space. The square footage in each facility was multiplied by the percent of the total residentially developed acreage in the City (41 percent) to determine the square footage dedicated to serving residential development. The area in each facility dedicated to serving existing residential development was then divided by each 1,000 of residents to determine the police facility per 1,000 resident level of service. A similar calculation based on building square footage was completed for the area of each facility serving nonresidential development. This total square footage was then divided by

the 1,000 of existing nonresidential square footage in the City to determine the current square feet per 1,000 square feet of existing development.

**Table 5-7: Police Facilities Current Level of Service**

| Facility                                    | SF            | SF/<br>Residential<br>Service | SF/1,000<br>Residents -<br>2013 | SF/non-<br>residential -<br>2013 | SF/1,000 SF of<br>nonresidential<br>development |
|---|---------------|-------------------------------|---------------------------------|----------------------------------|---|
| Public Safety Building                      | 22,768        | 9,417                         | 70.989                          | 13,351                           | 0.381   |
| City Hall                                   | 6,855         | 2,835                         | 21.371                          | 4,020                            | 0.115   |
| Vehicle Maintenance Facility                | 16,500        | 6,824                         | 51.442                          | 9,676                            | 0.276   |
| Centennial Park Substation                  | 5,400         | 2,233                         | 16.833                          | 3,167                            | 0.090   |
| Vehicle Storage                             | 18,000        | 7,445                         | 56.123                          | 10,555                           | 0.301   |
| Public Works Operations                     | 5,000         | 2,068                         | 15.589                          | 2,932                            | 0.084   |
| Utah Cultural Celebration Center Substation | 8,000         | 3,309                         | 24.945                          | 4,691                            | 0.134   |
| <b>Total</b>                                | <b>82,523</b> | <b>34,131</b>                 | <b>257.292</b>                  | <b>48,392</b>                    | <b>1.381</b>                                    |

Source: West Valley City, GSBS Richman

### 5.3 Impact of Growth

The projected increase in population of 19,346 people to a total population of 152,000 and nonresidential development of 9.5 million square feet to total commercial square footage of approximately 45 million will erode the current levels of service as seen in Table 5-8.

**Table 5-8: Impact of Growth**

| Facility Type   | Current<br>Residential<br>LOS | 2023<br>Population | Revised LOS<br>(no new<br>facilities) | Current<br>Nonresidential<br>LOS | 2023<br>Nonresidential<br>SF | Revised LOS<br>(no new<br>facilities) |
|-----------------|-------------------------------|--------------------|---------------------------------------|----------------------------------|------------------------------|---------------------------------------|
| Fire Facility   | 147.985                       | 152,000            | 129.150                               | 0.795                            | 44,557,088                   | 0.625                                 |
| Fire Apparatus  | 15.71                         | 152,000            | \$13.71                               | \$84.30                          | 44,557,088                   | \$66.33                               |
| Police Facility | 257.292                       | 152,000            | 224.545                               | 1.381                            | 44,557,088                   | 1.087                                 |

Source: GSBS Richman

There is no existing excess capacity in West Valley City’s public safety facilities. There are no existing deficiencies in the system.

### 5.4 Future Facilities

To serve the approximately 19,300 new residents and 9.5 million square feet of nonresidential development projected through 2023, an additional 10,377 SF of fire facilities, \$1,107,165 in fire apparatus and 18,040 SF of police facilities are required, as seen in Table 5-9.

**Table 5-9: Projected Facility Needs 2013 - 2023**

| Facility Type     | Residential<br>LOS | New<br>Residents | Needed to<br>Serve<br>Residential<br>Growth | Nonresidential<br>LOS | New SF<br>Nonresidential<br>Space<br>(thousands) | Needed to Serve<br>Nonresidential<br>Growth | Total Growth-<br>Related Facility<br>Need |
|-------------------|--------------------|------------------|---|-----------------------|--|---|---|
| Fire Facility     | 147.985            | 19,346           | 2,863 SF                                    | 0.795                 | 9,500  | 7,553 SF                                    | 10,416SF                                  |
| Fire<br>Apparatus | \$15.71            | 19,346           | \$303,926                                   | \$84.30               | 9,500  | \$800,850                                   | \$1,104,776                               |
| Police Facility   | 257.292            | 19,346           | 4,978 SF                                    | 1.381                 | 9,500  | 13,120 SF                                   | 18,098 SF                                 |

Source: GSBS Richman

Currently, approximately 41 percent of existing facilities serve residential development and 59 percent serve nonresidential development. As seen in Table 5-10 approximately 27.5 percent of the required new fire and police facilities is created by new residential development and 72.5 percent from nonresidential development. The cost of new facilities will be distributed 27.5 percent to residential growth and 72.5 percent to non-residential growth.

**Table 5-10: Source of New Development Driven Capacity Need**

| Facility Type   | Total New Required | Residential Required | % Residential | Non Residential |                   |
|-----------------|--------------------|----------------------|---------------|-----------------|-------------------|
|                 |                    |                      |               | Required        | % Non-Residential |
| Fire Facility   | 10,416 SF          | 2,863 SF             | 27.5%         | 7,553 SF        | 72.5%             |
| Fire Apparatus  | \$1,104,776        | \$303,926            | 27.5%         | \$800,850       | 72.5%             |
| Police Facility | 18,098 SF          | 4,978 SF             | 27.5%         | 13,120 SF       | 72.5%             |

Source: GSBS Richman

Although the share of the fire apparatus attributable to residential growth is identified and quantified, the Utah Impact Fees Act prohibits the inclusion of fire apparatus in the residential public safety impact fee. The residential share of the cost is not carried forward in the rest of the IFFP and IFA analyses.

### 5.5 Source of Cost Estimates

Estimated costs of facilities in the Impact Fee Facilities Plan are based on the assumptions included in Table 5-11. The estimated cost per square foot includes hard and soft construction costs. Land cost is identified separately. Land cost estimates are based on discussions with local developers.

**Table 5-11: Estimated Costs - Public Safety Facilities (2013\$)**

| Facility Type        | Construction Cost per SF | Land Cost per Acre | Estimated Acres |
|----------------------|--------------------------|--------------------|-----------------|
| Police Main Station  | \$280                    | \$120,000          | 2.65            |
| All other facilities | \$140                    | \$120,000          | 2.00            |

Source: GSBS Richman

### 5.6 Impact Fee Facilities Plan

A concept plan for future growth is provided below in Table 5-12. West Valley City's current fire stations average approximately 6,500 SF. The main police station is currently 22,768 square feet. When the Public Safety Building is replaced, the area dedicated to police will be increased to service the growing city. Impact fees will fund approximately 7,000 SF of the expanded main station building and any support activities included in the new building.

**Table 5-12: Public Safety Facility Conceptual Impact Fee Facilities Plan**

| Future Facility         | Area (sf)    | Total Cost (2013\$) | Impact Fee Cost (2013\$) | Funding Source         |
|-------------------------|--------------|---------------------|--------------------------|------------------------|
| Fire Station            | 7,000        | \$1,058,505         | \$1,058,505              | IF                     |
| Fire Training           | 3,400        | \$514,131           | \$514,131                | IF                     |
| Fire Eligible Apparatus | Ladder Truck | \$1,104,776         | \$800,850                | IF/Other <sup>10</sup> |
| Police Substation       | 5,000        | \$756,075           | \$756,075                | IF                     |
| Police Main Station     | 29,768       | \$8,653,040         | \$2,034,778              | IF/Other               |
| Police Support          | 6,000        | \$907,290           | \$907,290                | IF                     |
| <b>Total</b>            |              | <b>\$12,993,817</b> | <b>\$6,071,629</b>       |                        |

Source: GSBS Richman

In addition to the facilities identified in the IFFP anticipated nonresidential growth will require the addition of fire apparatus. The capital outlay for fire apparatus identified in Table 5-12 requires partial funding from non-impact fee related sources.

### 5.7 Maximum Allowable Impact Fee

Table 5-13 is the maximum allowable impact fee for public safety facilities per capita and per 1,000 SF of nonresidential building. The actual fee is calculated in the Impact Fee Analysis document to take into account the proportional impact of different type of development and any applicable credits.

<sup>10</sup> According to the Utah Impact Fees Act, a city may not impose an impact fee for fire suppression vehicles on residential development: 11-36a-202 (2)(a)(i)

**Table 5-13: Public Safety Maximum Allowable Impact Fee**

| Facility Type   | IFFP Cost          | % Residential | Population Served | Fee Per Capita | % NonResidential | New SF Served (Thousands) | Fee per 1,000 SF |
|-----------------|--------------------|---------------|-------------------|----------------|------------------|---------------------------|------------------|
| Fire Facility   | \$1,572,636        | 27.5%         | 19,346            | \$22.35        | 72.5%            | 9,500,000                 | \$120.02         |
| Fire Apparatus  | \$800,850          | 0%            | 19,346            | \$0.00         | 72.5%            | 9,500,000                 | \$61.12          |
| Police Facility | \$3,698,143        | 27.5%         | 19,346            | \$52.57        | 72.5%            | 9,500,000                 | \$282.23         |
| <b>Total</b>    | <b>\$6,071,629</b> |               |                   | <b>\$74.92</b> |                  |                           | <b>\$463.37</b>  |

Source: GSBS Richman

CHAPTER 6- PARKS, TRAILS, AND RECREATION PLANNING

6.1 Current & Proposed Level of Service (LOS)

The Parks and Trails current and proposed LOS for West Valley City’s estimated 132,654 residents, by park classification is identified in Table 6-1. This LOS is the basis for projected park needs through 2023.

**Table 6-1 - Park/Trail LOS**

| Classification        | Total Acres | LOS/1,000 Population |
|-----------------------|-------------|----------------------|
| Neighborhood          | 48.35       | 0.364                |
| Community             | 115.88      | 0.874                |
| Undeveloped Park Land | 13.15       | 0.099                |
| Trails                | 24.13       | 0.182                |
| Undeveloped Trails    | 1.79        | 0.013                |
| Total                 | 203.30      | 1.533                |

Source: WVC Parks Department

A second component of the Parks and Recreation current and proposed LOS is the level and cost of providing facilities within the parks. Facilities provided in current parks include restrooms, pavilions, baseball and soccer fields, and tennis courts. West Valley City completed an inventory of improvements at current parks.

**Table 6-2: Park Facilities LOS**

| Classification   | Facility          | Total Facilities | Facilities/Acre | LOS/1,000 Population |
|------------------|-------------------|------------------|-----------------|----------------------|
| Neighborhood     | Sm. Restroom      | 1                | 0.021           | 0.008                |
|                  | Playground        | 19               | 0.393           | 0.143                |
|                  | Lg. Pavilion      | 1                | 0.021           | 0.008                |
|                  | Sm. Pavilion      | 10               | 0.207           | 0.075                |
|                  | Tennis Courts     | 1                | 0.021           | 0.008                |
|                  | Baseball/Softball | 2                | 0.041           | 0.015                |
|                  | Soccer            | 3                | 0.062           | 0.023                |
| Community        | Play Structures   | 5                | 0.043           | 0.038                |
|                  | Lg. Pavilion      | 5                | 0.043           | 0.038                |
|                  | Tennis Courts     | 10               | 0.086           | 0.075                |
|                  | Baseball/Softball | 13               | 0.112           | 0.098                |
|                  | Soccer            | 3                | 0.026           | 0.023                |
| Trails           | Lg. Restroom      | 8                | 0.069           | 0.060                |
|                  | N/A               |                  |                 |                      |
| Undeveloped Land | N/A               |                  |                 |                      |

Source: WVC Parks Department

In addition to facilities, West Valley City’s improved parks include walkways, parking lots, landscaping and irrigation. The average ratio of these improvements per acre are included in Table 6-3<sup>11</sup>.

**Table 6-3: Park Improvements LOS/Acre**

| Classification | Irrigated Landscaping (SF) | Parking (SF) | Walkways/Other Hardsurface (SF) |
|----------------|----------------------------|--------------|---------------------------------|
| Neighborhood   | 39,640                     | 732          | 1,584                           |
| Community      | 34,848                     | 3,742        | 2,792                           |
| Trails         | NA                         | NA           | 40,000                          |

Source: WVC Parks Department

<sup>11</sup> The values in this table do not sum to 43,560 (the number of square feet in an acre) because some portion of the park acre is captured in the improvements such as restrooms and playgrounds.)

## 6.2 Existing Facilities

West Valley City currently owns and maintains the parks and trails identified in Table 6-1. Parks are identified by type. Neighborhood parks are defined as 1.5 to 5 acres. Community and special use parks are defined as 5-25 acres and are designed to meet the City-wide population need for specific types of facilities. The City's 2013 inventory of parks by type is in Table 6-4.

**Table 6-4 - Current Facility Inventory**

| Name of facility                             | Location                                 | Size          |
|--|--|---------------|
| <b>Neighborhood Parks</b>                    |  |               |
| Back Nine Park                               | 4105 West 3010 South                     | 0.18          |
| Bridle Farms                                 | 6690 West Bridal Farms Rd. (3940 S.)     | 1.13          |
| Country Mead.                                | 4175 W. 3980 S.                          | 1.72          |
| Falcon Crest                                 | 4055 S. 7060 W.                          | 1.50          |
| Fassio Farm                                  | 3720 S. 5200 W.                          | 2.72          |
| Foxtail (Sugar P)                            | 6880 West 3045 South                     | 1.69          |
| Hunter Ridge                                 | 4383 S. 5710 W.                          | 1.11          |
| Hunter Village Trail Head Park               |  | 1.00          |
| Hunter Village                               | 6985 West Hunter Valley Dr. (3215 South) | 5.57          |
| Ironwood                                     | 4565 S. Early Duke St. (5080 W.)         | 0.91          |
| Kingspointe                                  | 1330 West Rothchild Dr. (3665 SO.)       | 4.50          |
| Maple Mead.                                  | 2520 West 3380 South                     | 1.40          |
| Meadowlands                                  | 3350 South 5800 West                     | 2.29          |
| Peachwood                                    | 3510 W. 3965 S.                          | 2.20          |
| Scottsdale                                   | 3755 W. 3100 South                       | 2.46          |
| Sugarplum                                    | 6800 West 2900 South                     | 1.23          |
| Terrace Ridge                                | 6260 West Terrace Ridge Dr. (4365 S.)    | 2.65          |
| Trailblazer Park                             | 3164 South Trailblazer Cove (6675 West)  | 1.49          |
| West View                                    | 6050 W. 4100 S.                          | 5.00          |
| Wheatland                                    | 4266 South 3680 West                     | 1.00          |
| Woodledge                                    | 5210 W. 4310 S.                          | 6.6           |
| <b>Total Acreage - Neighborhood Parks</b>    |  | <b>48.35</b>  |
| <b>Community Parks *</b>                     |  |               |
| City Park                                    | 4500 W. 3500 S.                          | 25.07         |
| Centennial                                   | 5405 W. 3100 So.                         | 77.60         |
| Parkway                                      | 3405 W. Parkway Blvd. (2700 So.)         | 7.00          |
| Promenade/Plaza                              | 2905 West Lehman Ave                     | 4.08          |
| Utah Cultural Center Park                    | 1355 West 3100 South                     | 2.13          |
| <b>Total Acreage - Community Parks</b>       |  | <b>115.88</b> |
| <b>Undeveloped Park Land</b>                 |  |               |
| Arlington Park                               | 4623 South 4725 West                     | 0.60          |
| Brock property                               | 4316 W. Paskay Drive                     | 0.15          |
| Sunset Hills                                 | 6414 So. Oquirrh Drive                   | 2.00          |
| East of Redwood Rd property                  | 3876 So. Grasmere Lane                   | 0.75          |
| Pleasant Valley                              | 6124 WEST BRUD DR. (3100 S.)             | 0.52          |
| Riverside                                    | 1115 River Bank Rd.                      | 3.56          |
| Vistas West                                  | 6370 West Cape Ridge Lane (4590 South)   | 2.82          |
| Vistas East                                  | 4530 South 6000 West                     | 2.75          |
| <b>Total Acreage - Undeveloped Park Land</b> |  | <b>13.15</b>  |
| <b>Trails</b>                                |  |               |
| Hunter Village Open Space                    |  | 10.06         |
| Sugar Plum Trails 4.38                       |  | 14.07         |
| <b>Total Acreage - Trails</b>                |  | <b>24.13</b>  |
| <b>Undeveloped Trails</b>                    |  |               |
| Crosstowne Trail                             | Parkway Blvd and Decker Lake Dr.         |               |
| Mtn View Corridor Access                     |  | 0.19          |
| Beagley Sub Trail                            |  | 1.00          |
| West Ridge Estates Access                    |  | 0.60          |
| <b>Total Acreage - Undeveloped Trails</b>    |  | <b>1.79</b>   |

\* Combined from original categories: City, Regional, District and Special Use

Source: West Valley City Parks Department

Each park in West Valley City is improved with various recreational and other improvements. Table 6-5 identifies the average number of improvements per acre by type of facility.

**Table 6-5 -- Average Number of Facilities per acre by type of facility**

| Type of Facility | Play Structures | Pavilions | Tennis Courts | Baseball/Softball | Soccer | Restroom |
|------------------|-----------------|-----------|---------------|-------------------|--------|----------|
| Neighborhood     | 0.393           | 0.228     | 0.021         | 0.041             | 0.062  | 0.021    |
| Community        | 0.043           | 0.043     | 0.086         | 0.112             | 0.026  | 0.069    |
| Trails           | N/A             | N/A       | N/A           | N/A               | N/A    | N/A      |

Source: WVC Parks Department

### 6.3 Impact of Growth

The projected increase in population of approximately 19,300 people will erode the current levels of service as seen in Tables 6-6 and 6-7.

**Table 6-6: Impact of Growth - Park & Trail Acreage LOS**

| Classification        | Total Acreage | LOS/1,000 Population | 2023 Population | Revised LOS (no new facilities) | % Change |
|-----------------------|---------------|----------------------|-----------------|---------------------------------|----------|
| Neighborhood          | 48.35         | 0.364                | 152,000         | 0.318                           | -13%     |
| Community             | 115.88        | 0.874                | 152,000         | 0.763                           | -13%     |
| Undeveloped Park Land | 13.15         | 0.099                | 152,000         | 0.086                           | -13%     |
| Trails                | 24.13         | 0.182                | 152,000         | 0.159                           | -13%     |
| Undeveloped Trails    | 1.79          | 0.013                | 152,000         | 0.011                           | -13%     |
| Total                 | 203.30        | 1.532                |                 | 1.337                           | -13%     |

Source: WVC Parks Department

**Table 6-7: Impact of Growth - Park Facilities**

| Classification   | Facility          | Total Facilities | LOS/1,000 Population | 2023 Population | Revised LOS/1,000 Population (no new facilities) | % Change |
|------------------|-------------------|------------------|----------------------|-----------------|--|----------|
| Neighborhood     | Sm. Restroom      | 1                | 0.008                | 152,000         | 0.007  | -13%     |
|                  | Playground        | 19               | 0.143                | 152,000         | 0.125  | -13%     |
|                  | Lg. Pavilion      | 1                | 0.008                | 152,000         | 0.007  | -13%     |
|                  | Sm. Pavilion      | 10               | 0.075                | 152,000         | 0.065  | -13%     |
|                  | Tennis Courts     | 1                | 0.008                | 152,000         | 0.007  | -13%     |
|                  | Baseball/Softball | 2                | 0.015                | 152,000         | 0.013  | -13%     |
|                  | Soccer            | 3                | 0.023                | 152,000         | 0.020  | -13%     |
| Community        | Play Structures   | 5                | 0.038                | 152,000         | 0.033  | -13%     |
|                  | Lg. pavilion      | 5                | 0.038                | 152,000         | 0.033  | -13%     |
|                  | Tennis Courts     | 10               | 0.075                | 152,000         | 0.065  | -13%     |
|                  | Baseball/Softball | 13               | 0.098                | 152,000         | 0.086  | -13%     |
|                  | Soccer            | 3                | 0.023                | 152,000         | 0.020  | -13%     |
| Trails           | Lg. Restroom      | 8                | 0.060                | 152,000         | 0.052  | -13%     |
| Trails           | N/A               |                  | N/A                  | N/A             | N/A  | N/A      |
| Undeveloped Land | N/A               |                  | N/A                  | N/A             | N/A  | N/A      |

Source: WVC Parks Department

The impact of growth on the current and proposed LOS for park improvements (landscaping/irrigation/parking) is proportional to the impact seen in acreage and facilities. There is no existing excess capacity in West Valley City's park and trails system. Although the current parks LOS is lower than the standard identified as the desired LOS by city management, the City has identified the current parks LOS as the proposed LOS as a result of the lack of availability of other funding sources.

### 6.4 Future Facilities

To provide the proposed LOS and serve the anticipated additional approximately 19,300 new residents in West Valley City between 2013 and 2023, a total of approximately 30 new park acres are required, seven acres of neighborhood parks, 17 acres of community parks, two acres of undeveloped park acres, four acres of trails and about 0.25 acres of undeveloped trails. Table 6-8 identifies the needed acres and facilities by classification.

**Table 6-8: New Parks/Facilities by Classification**

| Classification | Facility | LOS/1000 | New |
|----------------|----------|----------|-----|
|----------------|----------|----------|-----|

|                       |                   | Population | Acres/<br>Facilities |
|-----------------------|-------------------|------------|----------------------|
| Neighborhood          | Acreage           | 0.364      | 7.04                 |
|                       | Sm. Restroom      | 0.008      | 0.15                 |
|                       | Playground        | 0.143      | 2.77                 |
|                       | Lg. Pavilion      | 0.008      | 0.15                 |
|                       | Sm. Pavilion      | 0.075      | 1.45                 |
|                       | Tennis Courts     | 0.008      | 0.15                 |
|                       | Baseball/Softball | 0.015      | 0.29                 |
|                       | Soccer            | 0.023      | 0.44                 |
| Community             | Acreage           | 0.874      | 16.91                |
|                       | Play Structures   | 0.038      | 0.74                 |
|                       | Lg pavilion       | 0.038      | 0.74                 |
|                       | Tennis Courts     | 0.075      | 1.45                 |
|                       | Baseball/Softball | 0.098      | 1.90                 |
|                       | Soccer            | 0.023      | 0.44                 |
|                       | Lg. Restroom      | 0.060      | 1.16                 |
| Undeveloped Park Land | Acreage           | 0.099      | 1.92                 |
|                       | Trails            | 0.181      | 3.52                 |
| Undeveloped Trail     | Acreage           | 0.013      | 0.25                 |

Source: GSBS Richman

### 6.5 Source of Cost Estimates

Table 6-11 includes the conceptual list of park and trails projects for the next ten years. The projected total cost is based on the cost estimates included in Table 6-9. Estimated costs are based on the most recently completed West Valley City parks projects verified with GSBS parks designers. Land costs are based on interviews with local developers.

**Table 6-9: Park/Trail Cost Estimates**

| Item                    | Cost per Unit<br>(2014\$) | Unit |
|-------------------------|---------------------------|------|
| Acreage                 | \$120,000                 | acre |
| Turf/Soil               | \$1.25                    | SF   |
| Irrigation              | \$1                       | SF   |
| Walkways/hard surface   | \$6                       | SF   |
| Parking w/curb & gutter | \$5                       | SF   |
| Small Play Structures   | \$60,000                  | ea   |
| Lg. Play Structures     | \$150,000                 | ea   |
| Small Pavilion          | \$60,000                  | ea   |
| Lg Pavilion             | \$130,000                 | ea   |
| Tennis Courts           | \$48,000                  | ea   |
| Baseball/Softball       | \$200,000                 | ea   |
| Soccer                  | \$200,000                 | ea   |
| Small Restroom          | \$60,000                  | ea   |
| Lg. Restroom            | \$200,000                 | ea   |

Source: WVC Parks Department, GSBS

Using the costs in Table 6-9, the cost per acre to purchase and develop parks in West Valley City is estimated in Table 6-10.

**Table 6-10: Cost of Development per Acre by Classification**

| Classification        | Acreage   | Improvement  | Facilities | Total/ Acre | Acres        | Total              |
|-----------------------|-----------|--------------|------------|-------------|--------------|--------------------|
| Neighborhood          | \$120,000 | \$102,354    | \$61,776   | \$284,130   | 7.04         | \$2,000,275        |
| Community             | \$120,000 | \$113,870    | \$57,765   | \$291,635   | 16.91        | \$4,931,548        |
| Undeveloped Park Land | \$120,000 | \$0          | \$0        | \$120,000   | 1.92         | \$230,400          |
| Trails                | \$120,000 | \$240,000    | \$0        | \$360,000   | 3.52         | \$1,267,200        |
| Undeveloped Trails    | \$120,000 | \$0          | \$0        | \$120,000   | 0.25         | \$30,000           |
|                       |           | <b>Total</b> |            |             | <b>29.64</b> | <b>\$8,459,423</b> |

Source: GSBS Richman

## 6.6 Impact Fee Facilities Plan

West Valley City has developed a comprehensive list of parks and trails projects to serve the entire City. The acreage and cost of development for the projects on the list exceed the maximum allowable impact fee collections based on the current and proposed level of service. The projects needed to maintain the level of service will be completed to accommodate development patterns. The impact fee facilities plan in Table 6-11 will allow West Valley City to maintain the current level of service for each of the functional classifications within the current park system.

**Table 6-11: Parks/Trails Impact Fee Facilities Plan**

| Project                                 | Classification | Area (acres) | Total Cost (2013\$) | IF Eligible Cost (2013\$) |
|---|----------------|--------------|---------------------|---------------------------|
| Develop existing park acreage           | Neighborhood   | 6            | \$984,780           | \$984,780                 |
| Acquire and develop new parks           | Neighborhood   | 20           | \$5,682,600         | \$5,682,600               |
| Acquire and develop district park       | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop existing regional park acreage  | Community      | 3            | \$514,905           | \$514,905                 |
| Develop new community park              | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop Wetland Park Area               | Community      | 20           | \$500,000           | \$500,000                 |
| New skate park                          | Community      | 1            | \$300,000           | \$300,000                 |
| Complete City Center Plaza              | Community      | 4            | \$50,000            | \$50,000                  |
| Acquire new park property               | All            | 5            | \$600,000           | \$600,000                 |
| Develop existing trail property         | Trails         | 10           | \$2,400,000         | \$2,400,000               |
| Acquire & develop new trails            | Trails         | 20           | \$7,200,000         | \$7,200,000               |
| Acquire new trail property              | Trails         | 5            | \$600,000           | \$600,000                 |
|   | <b>Total</b>   | <b>114</b>   | <b>\$24,664,985</b> | <b>\$24,664,985</b>       |
| Estimated Impact fee collections        |                |              |                     | \$8,459,423               |
| Parks/Trail funding (all other sources) |                |              |                     | \$16,205,562              |

Source: WVC Parks Department, GSBS Richman

## 6.7 Existing Excess Capacity

West Valley City's parks and trails current and proposed LOS is lower than or roughly equal to other jurisdictions in Salt Lake County. There is not existing excess capacity in any of the City's parks or trails.

There is, however, existing excess capacity in the West Valley Family Fitness Center as defined by the City. The Center is intended to serve the community through build-out at 160,000 people. Table 6-12 calculates the "buy-in" value of that excess capacity for new residential development. A credit against this fee will be calculated and applied as part of the Impact Fee Analysis.

**Table 6-12: Recreation Center Buy-in Analysis**

| Build-out Population | SF     | SF/ person | Cost of Construction (Millions\$) | Financing Cost (Millions\$) | Cost/SF  | LOS/ person     |
|----------------------|--------|------------|-----------------------------------|-----------------------------|----------|-----------------|
| 160,000              | 96,474 | 0.603      | \$22,190,000.00                   | \$11,607,544.64             | \$350.33 | <b>\$211.23</b> |

Source: West Valley City

\* A credit for contribution to past and future bond payments will be calculated as part of the Impact Fee Analysis

**6.8 Existing Deficiencies**

The current and proposed LOS has been established based on current acreage and facilities available to current residents. Establishing the proposed LOS based on current service levels eliminates the potential for existing deficiencies in parks and trails. The City’s current LOS is lower than many comparably sized cities. If the West Valley City Mayor and Council wish to raise the LOS, funding will be identified from other, non-impact fee sources and the LOS will be raised for all residents at the point in time that the investment is made; however, new residents will pay, through impact fees, for facilities at a level comparable to those enjoyed by residents at the date of this analysis.

**6.9 Maximum Allowable Impact Fee**

Table 6-13 is the maximum allowable impact fee for parks, trails and recreation facilities per capita. The actual fee is calculated in the Impact Fee Analysis document to take into account the proportional impact of different type of development and any applicable credits.

**Table 6-13: Parks/Trails/Recreation Maximum Allowable Impact Fee**

| Classification           | IFFP Cost    | tion Served | er Capita |
|--------------------------|--------------|-------------|-----------|
| Neighborhood             | \$2,000,275  | 19,346      | \$103.39  |
| Community                | \$ 4,931,548 | 19,346      | \$254.91  |
| Undeveloped Land         | \$230,400    | 19,346      | \$11.91   |
| Trails                   | \$1,267,200  | 19,346      | \$65.50   |
| Undeveloped Trails       | \$30,000     | 19,346      | \$1.55    |
| Recreation Center Buy-In | \$33,797,545 | 160,000     | \$211.23  |
| Total Maximum Fee        |              |             | \$648.49  |

Source: GSBS Richman

# WEST VALLEY CITY

## IMPACT FEE ANALYSIS

Transportation, Storm Drainage, Public Safety, and  
Parks, Trails & Recreation

**COMPLETED BY:**  
GSBS Consulting

**SUBMITTED:**  
November 13<sup>th</sup>, 2014

## Executive Summary

The impact fees calculated in this analysis have been developed in accordance with Section 11-36A-304 of the Impact Fees Act. The basic process for adoption of an impact fee is illustrated in Figure 1.

The analysis in this document is based on the cost of projects identified in the Impact Fee Facilities Plan and quantifies the cost of providing system infrastructure facilities to anticipated new development at a proposed level of service that is comparable to the current level of service enjoyed by West Valley City's current property owners.

The following infrastructure types are addressed in this analysis and the accompanying Impact Fee Facilities Plan:

- Transportation
- Storm Drainage
- Public Safety
  - Fire Facilities
  - Fire Eligible Apparatus
  - Police Facilities
- Parks/Trails

The data used in this analysis were obtained from West Valley City, Salt Lake County Assessor's Office, the U.S. Census Bureau and the Utah State Governor's Office of Management and Budget, Demographics and Economic Analysis Division. Cost estimates on which the 2013 cost of facilities is based were obtained from designers, planners, engineers and architects working in the field.

An impact fee is a one-time fee, not a tax, charged to new development to pay for the cost of infrastructure to serve that development. The fee is charged either at plat approval for storm drain or at the time that the building permit is issued for other facility types. Impact fees are calculated based on strict guidelines laid out in the Utah Impact Fees Act. Following the guidelines in the Act ensures that there is a well-established and understood relationship between the impacts of new development and the need for new infrastructure AND that the cost of that infrastructure is fairly apportioned to the different types of anticipated development.

This analysis and the accompanying IFFP show the impact that anticipated new growth in West Valley City (19,300 new residents and 9,500,000 square feet of new non-residential development) in the study period 2013-2023 will require additional parks/trails acreage, additional road capacity, additional storm drainage capacity, fire and police facilities and fire apparatus.

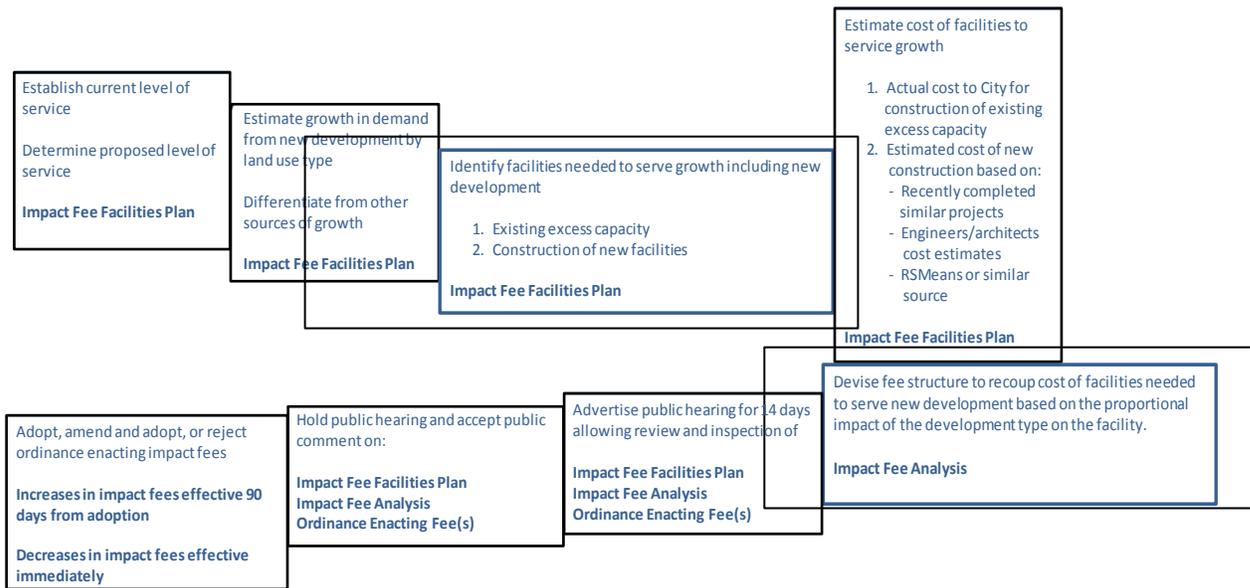


Figure 1 - Impact Fee Process

Tables ES-1 through ES-4 provide the maximum allowable impact fees for each infrastructure type. The maximum allowable fee is adjusted, where appropriate, to reflect the proportional impact of different land use types on facility infrastructure and for new development’s contributions to existing infrastructure to calculate the final recommended impact fee identified in each infrastructure type section and Table ES-5.

**Table ES-1: Transportation Maximum Allowable Impact Fee Calculation**

|   | Roadway     | Intersection    |
|---|-------------|-----------------|
| Total Cost of IFFP (2023)                     | \$8,041,564 | \$2,195,563     |
| # of New Peak Trips (2023) *                  |             | 13,526          |
| Capacity Utilization Factor                   |             | 0.92            |
| Cost/Peak Trip                                | \$546.96    | \$149.34        |
| Buy-in Cost                                   |             | \$777,684       |
| Buy-in Cost/Peak Trip                         |             | \$57.50         |
| <b>Maximum Allowable Impact Fee/Peak Trip</b> |             | <b>\$753.80</b> |

Source: InterPlan

\* Based on the WFRC Traffic Demand Model

**Table ES-2: Stormwater Maximum Allowable Impact Fee Schedule by Drainage District**

| District           | IFFP        | Total Acres | Developable Acres | Impact fee/acre |
|--------------------|-------------|-------------|-------------------|-----------------|
| Redwood            | \$0         |             |                   | No Fee          |
| Decker             | \$0         |             |                   | No Fee          |
| Jordan             | \$0         |             |                   | No Fee          |
| Brighton           | \$0         |             |                   | No Fee          |
| Taylorville        | \$0         |             |                   | No Fee          |
| Lee Creek          | \$0         |             |                   | No Fee          |
| Riter              | \$1,457,391 | 7,232       | 1,233             | \$1,182         |
| UT & SL Canal      | \$0         |             |                   | No Fee          |
| Westridge *        | \$0         |             |                   | \$1,182         |
| Copper City        | \$0         |             |                   | No Fee          |
| Oquirrh Shadows ** | \$21,084    |             |                   | \$2,200         |
| Coon Creek         | \$0         |             |                   | No Fee          |
| Hercules           | \$0         |             |                   | No Fee          |
| Lake Park **       | \$4,886     |             |                   | \$1,400         |
| Vistas **          | \$99,323    |             |                   | No Fee          |
| Southridge         | \$0         |             |                   | No Fee          |

Source: West Valley City, SL Co. Assessor's Office, GSBS

\* Westridge has been combined with the Riter District

\*\* Existing reimbursement agreements, buy-in for previously installed system infrastructure

**Table ES-3: Public Safety Maximum Allowable Impact Fee**

| Facility Type   | IFFP Cost   | % Residential | Population Served | Fee Per Capita | % Non-Residential | New SF Served | Fee per 1,000 SF |
|-----------------|-------------|---------------|-------------------|----------------|-------------------|---------------|------------------|
| Fire Facility   | \$1,572,636 | 27.5%         | 19,346            | \$22.35        | 72.5%             | 9,500,000     | \$120.02         |
| Fire Apparatus  | \$800,850   | 0%            | 19,346            | \$0.00         | 72.5%             | 9,500,000     | \$61.12          |
| Police Facility | \$3,698,143 | 27.5%         | 19,346            | \$52.57        | 72.5%             | 9,500,000     | \$282.23         |
| Total           | \$6,071,629 |               |                   | \$74.92        |                   |               | \$463.37         |

Source: GSBS Richman

**Table ES-4: Parks/Trails/Recreation Maximum Allowable Impact Fee**

| Classification           | IFFP Cost    | Population Served | Fee Per Capita |
|--------------------------|--------------|-------------------|----------------|
| Neighborhood             | \$2,000,275  | 19,346            | \$103.39       |
| Community                | \$4,931,548  | 19,346            | \$254.91       |
| Undeveloped Land         | \$230,400    | 19,346            | \$11.91        |
| Trails                   | \$1,267,200  | 19,346            | \$65.50        |
| Undeveloped Trails       | \$30,000     | 19,346            | \$1.55         |
| Recreation Center Buy-In | \$33,797,545 | 160,000           | \$211.23       |
| Total Maximum Fee        |              |                   | \$648.49       |

Source: GSBS Richman

The recommended impact fees for each facility type are identified in Table ES-5. A complete description of the basis and methodology for the calculation of each of these fees is included in this document and the companion IFFP document.

**Table ES-5: Recommended Impact Fee Schedule**

| Facility Type   | Service Area     | Single-Family Residential | Multifamily Residential | General Commercial/Industrial |
|---|------------------|---------------------------|-------------------------|-------------------------------|
| Transportation (per unit residential/ per 1,000 SF nonresidential)  | City-wide        | \$377                     | \$234                   | Varies                        |
| Storm Water (per acre)  | Riter/ Westridge | \$1,182                   | \$1,182                 | \$1,182                       |
|   | Oquirrh Shadows  | \$2,200                   | \$2,200                 | \$2,200                       |
|   | Lake Park        | \$1,400                   | \$1,400                 | \$1,400                       |
| Fire Facility (per unit residential/ per 1,000 SF nonresidential)   | City-wide        | \$80.68                   | \$68.61                 | \$120.02                      |
| Fire Apparatus (per unit residential/ per 1,000 SF nonresidential)  | City-wide        | \$0.00                    | \$0.00                  | \$61.12                       |
| Police Facility (per unit residential/ per 1,000 SF nonresidential) | City-wide        | \$188.44                  | \$160.25                | \$282.05                      |
| Parks/Trails/Recreation Center (per unit)                           | City-wide        | \$2,300.33                | \$1,956.23              | \$0                           |

Source: GSBS

**Statutory Summary**

The Utah Impact Fees Act includes several requirements relating to the completion of an Impact Fee Analysis. This section is a summary, by section of the Impact Fees Act, of the analysis included in this document.

**11-36a-304. Impact fee analysis requirements.**

(1) An impact fee analysis shall:

(a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

*The existing capacity of each facility type was established through an evaluation of existing facilities. In the case of the transportation network, the Wasatch Front Regional Council travel demand model was run using the current road network and 2013 traffic information. For the storm drain system each of the City's 16 drainage areas was evaluated separately. The City's current fire and police facilities were identified and mapped in relation to current land uses and development patterns to identify the existing capacity of public safety facilities. The City's park system includes neighborhood, community and special purpose parks, trails and a recreation center. The capacity of each was established based on the current population of West Valley City. For each facility type, a current level of service was established using current facilities and current population or level of development. The level of service was then calculated using anticipated future development levels to estimate the expected impact on the identified infrastructure. Table ES-6 provides a summary of the impact on or consumption of existing capacity by anticipated development activity.*

**Table ES-6: Summary of Impact of Development on Existing Facilities**

|                                     | Current Residential LOS | Future LOS - No new facilities | % Difference |
|-------------------------------------|-------------------------|--------------------------------|--------------|
| Transportation                      | D                       | E                              | N/A          |
| Storm Drain - Riter/Westridge Basin | Limited System          | No Available System            | N/A          |
| Fire Facilities                     | 147.985                 | 129.150                        | -13%         |
| Fire Apparatus                      | \$15.71                 | \$13.71                        | -13%         |
| Police Facilities                   | 257.292                 | 224.545                        | -13%         |
| Parks/Trails                        | 1.532                   | 1.337                          | -13%         |
| Recreation Center                   | 0.603                   | 0.603                          | 0%           |

Source: WVC; GSBS

(b) Identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

*As seen in Table ES-6, the level of service for both current and future residents and businesses will erode for most facility types if additional facilities are not built. West Valley City has established the proposed LOS based on the current LOS, therefore facilities were identified for each infrastructure type to maintain the current level of service for current property owners and provide the same level of service for future property owners. The process to identify required facilities to provide the current and proposed LOS includes identification of existing excess capacity available to new development before identification of future, new facilities to be*

constructed. Table ES-7 identifies the value of existing excess capacity available to new development and required improvements needed to achieve the proposed level of service for each facility type.

**Table ES-7: Summary of Cost of Facilities to Achieve LOS**

|                          | Existing Excess |                |
|--------------------------|-----------------|----------------|
|                          | Capacity        | New Facilities |
| Transportation           | \$777,684       | \$10,237,127   |
| Storm Drain - All Basins | \$25,970        | \$1,457,391    |
| Fire Facilities          | \$0             | \$1,572,636    |
| Fire Apparatus           | \$0             | \$800,850      |
| Police Facilities        | \$0             | \$3,698,143    |
| Parks/Trails             | \$0             | \$8,459,423    |
| Recreation Center        | \$5,776,423     | \$0            |

Source: WVC; GSBS

(c) subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

The analysis included in the Impact Fee Facilities Plan identified the proportion of existing facilities attributable to current land uses and development types. The IFFP also identified anticipated development, by land use type for the 2013 to 2023 planning horizon. Based on anticipated new population of 19,346 people in 7,939 new households and 9,500,000 square feet of new nonresidential buildings, existing excess capacity will be used and new facilities required to provide the proposed LOS. The City has used several funding sources in the past to pay for existing infrastructure including general fund, user fees and rates, bond proceeds, grants, developer exactions and impact fees. The analysis evaluates the availability of all funding sources in determining the appropriateness of impact fees to fund future facilities. Several existing facilities providing services to existing property owners are funded with bonds. To the extent that future development will contribute property taxes to the repayment of existing bonds, a credit has been calculated. Table ES-8 identifies the credits calculated for the infrastructure types with outstanding debt service.

**Table ES-8: Impact Fee Credits**

|                     | Residential<br>Credit/per<br>capita | % of<br>Recommended<br>Impact Fee | Non-Residential<br>Credit/1,000 SF | % of<br>Recommended<br>Impact Fee |
|---------------------|-------------------------------------|-----------------------------------|------------------------------------|-----------------------------------|
| Police Facilities   | (0.37)                              | 0.70%                             | (\$0.18)                           | 0.06%                             |
| Recreation Facility | (\$11.28)                           | 1.77%                             | NA                                 | NA                                |

Source: GSBS

(d) estimate the proportionate share of:  
 (i) the costs for existing capacity that will be recouped; and

Existing capacity is available for utilization by new development in three of the four infrastructure types analyzed. Table ES-9 summarizes the total value of the facilities with existing excess capacity, the value of existing excess capacity and the value of the excess capacity available to new development in the period 2013 - 2023. In the case of the Oquirrh Shadows and Lake Park storm drain service areas, existing excess capacity and the value of the capacity per acre was established at construction and included in the applicable reimbursement agreements. An additional consideration relating to storm drainage infrastructure is the creation of drainage systems specific to each drainage basin. This means that there is no "flow through" storm water that isn't accounted for as a part of the development process. By definition, development of the hardscapes and buildings necessary for development creates the need for the infrastructure.

**Table ES-9: Summary of Existing Excess Capacity**

|                   | Total Cost of Facilities | Value of Existing Excess Capacity | Value of Impact Fee Eligible Capacity |
|-------------------|--------------------------|-----------------------------------|---------------------------------------|
| Transportation    | \$8,196,514              | \$909,883                         | \$777,684                             |
| Storm Drainage    | \$25,970                 |                                   | \$25,970                              |
| Public Safety     | \$0                      | \$0                               | \$0                                   |
| Parks/Trails      | \$0                      | \$0                               | \$0                                   |
| Recreation Center | \$33,797,545             | \$5,776,423                       | \$4,086,546                           |
| <b>Total</b>      | <b>\$42,020,029</b>      | <b>\$6,686,306</b>                | <b>\$4,890,200</b>                    |

Source: WVC, GSBS

(ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and

*In addition to the existing infrastructure capacity available to new development, there are new transportation, storm drainage, public safety, parks and trails facilities required to achieve the proposed LOS. The projects were identified from larger lists of projects needed to maintain current infrastructure or address existing deficiencies. The IFFP for each facility type includes only the projects needed to serve new development at the proposed LOS. The cost for each of the system improvements were determined based on recently completed projects, current engineering or architectural estimates or based on values identified in RSMMeans.*

(e) based on the requirements of this chapter, identify how the impact fee was calculated.

*Each section in this report identifies the steps taken to calculate the impact fee in accordance with the requirements of the Impact Fees Act. The analysis in this report is based on the analysis and information contained in the Impact Fee Facilities Plan report.*

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

(a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

*The basis of the value of existing excess capacity available to serve new development is based on actual cost of the facility. In the event that actual cost information was not available or the facility was funded by an entity other than the City the value of the facility was not included in the analysis, although the capacity was taken into account in the evaluation of needed facilities.*

(b) the cost of system improvements for each public facility;

*Using actual cost of construction, where available or estimates based on engineering or architectural estimates or RSMMeans as appropriate, the cost of system improvements was identified.*

(c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

*For each facility type the source of funding for existing improvements was identified and reviewed. The applicability of available funding sources was reviewed and alternative sources of funding were identified.*

(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;

*For transportation infrastructure a combination of federal and state funds as well as other local sources including developer exactions and impact fees has funded the current network. West Valley City will continue to fund transportation needs from a variety of sources including the share of road capacity costs associated with new development. For storm drain infrastructure*

*developer exactions and impact fees have been the primary source of funding for the existing system and will continue to be the primary source for construction of new facilities to serve new development. The storm drain utility fund is used to operate and maintain the current and future existing system.*

*For public safety facilities a combination of general fund and bonding revenue sources have been used to construct current infrastructure. For some future facilities, bonding may be appropriate. A credit to the impact fee for future facilities has been calculated for current bonds, if bonds are issued in the future an additional credit may be appropriate. For parks and trails infrastructure grants, developer exactions, general fund and impact fee sources have been used to fund current infrastructure. Grants, developer exactions and impact fees will continue to be sources of funding for future infrastructure. A bond was issued to fund construction of the Family Fitness Center. The Center is intended to serve the community through "build-out" and therefore new residential development will "buy-in" to the fitness center. A credit for the property tax paid on existing undeveloped property that will be developed has been calculated and deducted from the recommended impact fee.*

(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

*An evaluation of each project on the capital facilities plan for each infrastructure type was completed. For transportation only projects that increased capacity of the road segment or intersection were included on the IFFP. The remaining projects will be funded with Class C road and other similar sources. New development does not directly contribute to these funds (although drivers of vehicles do). For storm drainage, the proportion of the new system not included on the current IFFP (17 percent of the cost) the funding sources include current impact fee balances and future impact fee collections beyond 2013 as well as some storm drain utility rates.*

*For public safety, future construction of a new public safety building and main police station may require the issuance of bonds. For that portion of the new building that will replace existing square footage, a credit to the impact fee, calculated at the time that the bonds are issued, will be required if property taxes are used to repay the bond. For parks and trails, property tax bonds are not one of the likely funding sources for future facilities. If bonds or property tax are used in the future, a credit should be calculated.*

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

*This evaluation will occur as development proposals are reviewed by the City and at the request of the developer. The process and basis for establishing the impact fees in this analysis will be the basis for evaluating the extent to which new development activity should receive a credit.*

(g) extraordinary costs, if any, in servicing the newly developed properties; and

*No extraordinary costs are anticipated.*

(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

*The time horizon for the improvements anticipated in this analysis is six years. The time price differential is anticipated to be minimal given current inflation and interest rates. The current inflation rate on construction materials and activities is approximately 3 percent. The current interest generated on impact fee funds held in the impact fee accounts is the PTIF rate. Interest generated on impact fee accounts is held in the account and used to fund impact fee projects included on the IFFP.*

The following sections of the Impact Fee Analysis report provide the methodology and basis for the recommended impact fee for each facility type.

Certification

"I certify that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act."



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(Christine C. Richman, GSBS Richman Consulting)

## Transportation Impact Fee

### Service Area

The transportation network in West Valley City is interconnected. System level improvements are focused on capacity on arterials and collectors and intersection improvements. For this reason a single, city-wide service area is used to calculate the West Valley City Transportation Impact Fee.

### Impact Fee Facilities Plan

The Transportation IFFP identified a total of approximately \$777,500 in existing excess capacity and \$10.2 million in new impact fee funded projects to achieve the proposed level of service for new development. The Transportation IFFP has three parts. Table 1 is the Transportation IFFP for increased road capacity to accommodate projected new development in West Valley City.

**Table 1: Roadway IFFP**

| Street             | Limits |                | Total Cost          | Cost of Existing Capacity Deficiencies | Cost of Through Traffic | IFFP Cost          |
|--------------------|--------|----------------|---------------------|--|-------------------------|--------------------|
|                    | From   | To             |                     |  |                         |                    |
| 4000 W             | 4100 S | 4180 S         | \$90,488            | \$59,930                               | \$22,622                | \$7,936            |
| 4000 W             | 4180 S | 4340 S         | \$338,513           | \$224,196                              | \$84,628                | \$29,689           |
| 4000 W             | 4340 S | 4360 S         | \$63,700            | \$42,188                               | \$15,925                | \$5,587            |
| 4000 W             | 4360 S | 4400 S         | \$47,250            | \$31,294                               | \$11,813                | \$4,143            |
| 4800 W             | 2400 S | Lake Park Blvd | \$1,219,050         | \$0                                    | \$304,763               | \$914,287          |
| 4800 W             | 3200 S | 3300 S         | \$192,488           | \$0                                    | \$48,122                | \$144,366          |
| Parkway Blvd       | 5630 W | 7200 W         | \$2,629,663         | \$0                                    | \$657,416               | \$1,972,247        |
| 2400 S             | 2700 W | 3200 W         | \$1,451,520         | \$0                                    | \$362,880               | \$1,088,640        |
| 2400 S             | 5600 W | 6400 W         | \$2,160,900         | \$0                                    | \$540,225               | \$1,620,675        |
| 2400 S             | 6800 W | 7200 W         | \$2,250,000         | \$0                                    | \$562,500               | \$1,687,500        |
| 6200 S             | MVC    | SR-111         | \$755,325           | \$0                                    | \$188,831               | \$566,494          |
| <i>Total Roads</i> |        |                | <b>\$11,198,897</b> | <b>\$357,608</b>                       | <b>\$2,799,725</b>      | <b>\$8,041,564</b> |

Source: InterPlan

Table 2 is the intersection IFFP for increased capacity at major intersections to accommodate projected new development in West Valley City.

**Table 2: Intersections IFFP**

| East/West                  | North/South            | Total Cost         | Cost of Through Traffic | IFFP Cost          |
|----------------------------|------------------------|--------------------|-------------------------|--------------------|
| 3100 S                     | 3450 W                 | \$180,077          | \$59,353                | \$120,724          |
| 3100 S                     | 4800 W                 | \$405,077          | \$133,513               | \$271,564          |
| 3100 S                     | 6400 W                 | \$53,077           | \$17,494                | \$35,583           |
| 3650 S                     | 3200 W                 | \$53,077           | \$17,494                | \$35,583           |
| 4100 S                     | 2200 W                 | \$38,077           | \$12,550                | \$25,527           |
| 4100 S                     | 3200 W                 | \$180,077          | \$59,353                | \$120,724          |
| 4100 S                     | 4800 W                 | \$307,077          | \$101,213               | \$205,864          |
| 4100 S                     | 5400 W                 | \$325,077          | \$107,145               | \$217,932          |
| 4100 S                     | 6000 W                 | \$786,077          | \$259,091               | \$526,986          |
| 4700 S                     | 3200 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4715 S                     | 4520 W (Dartmouth Dr.) | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 4800 W                 | \$165,077          | \$54,409                | \$110,668          |
| 4700 S                     | 6400 W                 | \$452,077          | \$149,005               | \$303,072          |
| <i>Total Intersections</i> |                        | <b>\$3,275,001</b> | <b>\$1,079,438</b>      | <b>\$2,195,563</b> |

Source: InterPlan

In addition to projects on the IFFP to be built or encumbered in the next six years, West Valley City has several roadways that have existing excess capacity to accommodate increased utilization attributable to new development. Table 3 identifies the impact fee eligible costs associated with existing system-level infrastructure with available excess capacity.

**Table 3: Existing Excess Capacity Buy-in Calculation**

| Street              | Limits       |        | 2013 Vol | 2023 Vol | 2023 Vol from WVC | Project Cost       | 2023 Buy-In Eligible Cost |
|---------------------|--------------|--------|----------|----------|-------------------|--------------------|---------------------------|
|                     | From         | To     |          |          |                   |                    |                           |
| 3100 S              | Redwood Rd   | 2700 W | 12,553   | 13,985   | 1,074             | \$870,165          | \$66,826                  |
| 3100 S              | 2700 W       | 3200 W | 8,890    | 10,275   | 1,038             | \$435,083          | \$43,953                  |
| 3100 S              | 3200 W       | 3600 W | 9,376    | 10,919   | 1,311             | \$435,083          | \$52,239                  |
| 5200 W              | 3500 S       | 4100 S | 3,529    | 4,164    | 540               | \$1,835,030        | \$237,972                 |
| 6000 W              | 4100 S       | 4400 S | 2,903    | 3,082    | 170               | \$395,279          | \$21,803                  |
| 6000 W              | 4400 S       | 4700 S | 1,684    | 1,857    | 165               | \$379,777          | \$33,744                  |
| 6400 W              | 4300 S       | 4700 S | 3,201    | 4,091    | 846               | \$325,500          | \$67,312                  |
| 6400 W              | 4700 S       | 5400 S | 3,179    | 3,777    | 568               | \$556,652          | \$83,712                  |
| 4700 S              | 5600 W       | 6400 W | 62,140   | 35,370   | 1,615             | \$471,739          | \$21,540                  |
| 7200 W              | Parkway Blvd | 3100 S | 18,568   | 18,637   | 59                | \$489,542          | \$1,550                   |
| 7200 W              | 3100 S       | 3500 S | 13,926   | 14,256   | 281               | \$717,995          | \$14,152                  |
| Decker Lake Dr.     | Parkway Blvd | 2770 S | 2,808    | 3,299    | 417               | \$213,352          | \$26,968                  |
| Decker Lake Dr.     | 2770 S       | 3100 S | 2,564    | 3,130    | 481               | \$574,408          | \$88,272                  |
| Decker Lake Dr.     | 3100 S       | 3500 S | 20,487   | 21,380   | 759               | \$496,909          | \$17,641                  |
| <i>Total Buy-In</i> |              |        |          |          |                   | <i>\$8,196,514</i> | <i>\$777,684</i>          |

Source: InterPlan

The approximately \$10.2 million in new transportation facilities will achieve the proposed LOS defined as functional LOS D for peak PM volumes. Peak PM volumes were modeled for the current and future situations using the Wasatch Front Regional Council traffic model.

West Valley City is expected to continue to grow as regional population increases. West Valley City is expected to grow by approximately 19,300 people and 9,500,000 SF in non-residential space in the period 2013 to 2023.

### Proportionality

#### *Existing Facilities*

The Impact Fees Act requires that the impact fee achieve an equitable allocation of costs borne in the past and to be borne in the future in comparison to the benefits already received and yet to be received. Current West Valley City residents have paid for the existing transportation infrastructure through impact fees and taxes. Property owners of vacant, undeveloped land have paid property taxes at a level necessary to fund ongoing operations. West Valley City does not allocate property tax revenues to fund capital infrastructure. A credit for past property tax payments on vacant undeveloped property is not appropriate for transportation infrastructure.

#### *System Improvements Related to New Development/Impact Fee Calculation*

The City intends to achieve the proposed LOS calculated for transportation facilities. Based on the Peak PM traffic impacts modeled using ITE guidelines, Table 4 shows the total facilities costs required to maintain the current and achieve the proposed LOS through 2023, and the fee schedule to recoup the costs from anticipated development.

The impact of new development is driven by trip generation of various land use types. Table 4 identifies the relative impacts of various development types. Impact is expressed relative to the impact of a single-family residential unit. For example, single family residential is 1.0 per unit and multi-family is 0.6 per unit indicating that each multi-family unit generates only 60 percent as many peak trips as a single-family unit. Table 4 is offered as a guide based on nationally accepted trip rate averages. This table aids in administrative efficiency for West Valley City and predictability for new development. However, there may be cases where national averages are insufficient to address the relative share of trips of a proposed development. The City should exercise discretion in the use of Table 4.

The formula to calculate the impact fee is:

$$\begin{array}{r}
 \text{Number of peak PM trips generated by land use type according to ITE} \\
 \div \\
 2 \\
 * \\
 \text{Primary trip generation factor by land use type according to ITE} \\
 \div \\
 \text{Single Family Residential Adjusted PM Peak Trips (0.50)} \\
 * \\
 \$753.80 \\
 = \\
 \text{Impact Fee}
 \end{array}$$

This formula should be used when the ITE schedule land use type for the proposed use is not included on Table 4. The use of Institute of Transportation Engineers (ITE) trip rates allows for consistency of analysis across different areas and market segments but has also been the source of confusion due to the definition of a "trip." Impact fees in West Valley are based on a trip defined by a count on a road during a pre-defined period (the peak hour). ITE trips are defined by extensive national studies of driveway counts. Therefore, a typical trip from a home to a job is counted as a single trip in the West Valley impact fee calculation. However, ITE trip rates count a "trip" crossing the residential driveway and a second "trip" crossing the workplace driveway. To correct for this semantic inconsistency, ITE trip rates have been divided by two in all cases, and have been reduced further in various non-residential cases by a primary trip factor, which accounts for opportunistic driveway counts of people already on the road. ITE trip rates in Table 4 are based on the ITE Trip Generation Manual, 9th Edition, 2012.

**Table 4 Maximum Allowable Impact Fee by Land Use**

| Land Use                           | ITE Code | Unit          | Adjusted PM Peak Trips | Primary Trip Factor | Peak REU | Total Transportation Impact Fee (per Unit ) |
|------------------------------------|----------|---------------|------------------------|---------------------|----------|---|
| <b>Residential</b>                 |          |               |                        |                     |          |   |
| Single-Family                      | 210      | Dwelling Unit | 0.5                    | 100%                | 1.00     | \$376.90                                    |
| Multi-Family                       | 220      | Dwelling Unit | 0.31                   | 100%                | 0.62     | \$233.68                                    |
| Mobile Home                        | 240      | Dwelling Unit | 0.3                    | 100%                | 0.60     | \$226.14                                    |
| <b>Retail / Commercial</b>         |          |               |                        |                     |          |   |
| Shopping Center                    | 820      | 1000 sq       | 4.62                   | 43%                 | 3.97     | \$1,497.50                                  |
| Discount Superstore                | 813      | 1000 sq       | 2.18                   | 48%                 | 2.09     | \$788.78                                    |
| Home Improvement Superstore        | 862      | 1000 sq       | 1.17                   | 52%                 | 1.22     | \$458.61                                    |
| Convenience Store                  | 851      | 1000 sq       | 26.21                  | 24%                 | 12.58    | \$4,741.70                                  |
| Convenience Store w/ Gas Pumps     | 853      | 1000 sq       | 25.46                  | 16%                 | 8.15     | \$3,070.68                                  |
| Discount Club                      | 857      | 1000 sq       | 2.09                   | 75%                 | 3.14     | \$1,181.58                                  |
| Drive-In Bank                      | 912      | 1000 sq       | 12.15                  | 27%                 | 6.56     | \$2,472.84                                  |
| Fast Food Restaurant w/ Drive-Thru | 934      | 1000 sq       | 16.33                  | 30%                 | 9.80     | \$3,692.87                                  |
| Sit-Down Restaurant                | 932      | 1000 sq       | 4.93                   | 37%                 | 3.65     | \$1,375.01                                  |
| Multiplex Movie Theater            | 445      | 1000 sq       | 2.46                   | 75%                 | 3.69     | \$1,390.76                                  |
| New Car Sales                      | 841      | 1000 sq       | 1.31                   | 75%                 | 1.97     | \$740.61                                    |
| Hotel / Motel                      | 603      | Rooms         | 0.3                    | 100%                | 0.60     | \$226.14                                    |
| <b>Office / Institutional</b>      |          |               |                        |                     |          |   |
| General Office                     | 710      | 1000 sq       | 0.75                   | 100%                | 1.50     | \$565.35                                    |
| Medical Office                     | 720      | 1000 sq       | 1.79                   | 100%                | 3.58     | \$1,349.30                                  |
| Hospital                           | 610      | 1000 sq       | 0.47                   | 100%                | 0.94     | \$354.29                                    |
| Nursing Home                       | 620      | 1000 sq       | 0.37                   | 100%                | 0.74     | \$278.91                                    |
| Church / Synagogue                 | 560      | 1000 sq       | 0.28                   | 100%                | 0.56     | \$211.06                                    |
| Day Care Center                    | 565      | 1000 sq       | 6.17                   | 10%                 | 1.23     | \$465.09                                    |
| Elementary School                  | 520      | 1000 sq       | 0.61                   | 50%                 | 0.61     | \$229.91                                    |
| High School                        | 530      | 1000 sq       | 0.49                   | 50%                 | 0.49     | \$184.68                                    |
| <b>Industrial</b>                  |          |               |                        |                     |          |   |
| General Light Industrial           | 110      | 1000 sq       | 0.49                   | 100%                | 0.98     | \$369.36                                    |
| Warehouse                          | 150      | 1000 sq       | 0.16                   | 100%                | 0.32     | \$120.61                                    |
| Mini-Warehouse                     | 151      | 1000 sq       | 0.13                   | 100%                | 0.26     | \$97.99                                     |

Source: InterPlan

Manner of Financing

Impact fees will be used to achieve the proposed impact fee eligible transportation LOS. To the extent that City residents wish to improve the current LOS, system-wide improvements beyond those funded through impact fees will be paid for through other funding mechanisms such as general funds, bonds, grants and donations.

West Valley City has not, nor does it intend to bond for the construction of the transportation system.

Credits Against Impact Fees

The impact fee act requires credits to be paid back to development for future fees that may be paid to fund improvements found in the IFFP so that new development is not required to pay twice for the same improvement. The City does not intend to fund IFFP projects with other fees from new development, therefore a credit is not applicable.

Credits may also be paid to developers constructing, directly funding or donating IFFP improvements in lieu of impact fees, including the dedication of land for improvements. This situation does not apply to development exactions intended to offset density or as a condition for development. Any item that a

developer funds must be included in the IFFP if a credit is to be issued and the City must agree prior to construction of the improvements.

The standard impact can also be reduced in response to specific project conditions and unusual circumstances. A developer may submit studies and data that show a need for fee adjustment based on the impact of new development on service levels.

At the discretion of the City impact fees may be adjusted for low-income housing, subject to the identification of alternative sources of funding.

#### Extraordinary Costs and Time/Price Differential

Extraordinary costs to service new transportation facilities are not anticipated. Current costs are used to calculate the cost of new system infrastructure required to serve new development.

## Stormwater Impact Fee Analysis

### Service Area

West Valley City’s stormwater system is divided into 16 drainage districts. Twelve of the districts have complete stormwater systems and have limited, if any, available developable area within the drainage district. Two of the drainage districts have complete drainage systems that were installed by developers and are subject to reimbursement agreements that have established the cost of “buying-in” to the existing system based on the actual cost incurred and remaining developable area. The two remaining drainage districts have been combined into one area for purposes of planning and constructing the remaining system-level improvements to serve the bulk of the remaining developable acreage in the City.

The 16 drainage districts are served by 15 service areas, three of which will be subject to a stormwater impact fee. Figure 1 identifies the 16 drainage districts in the City. Riter and Westridge have been combined into one service area and a new impact fee calculated below. Oquirrh Shadows and Lake Park are subject to impact fees based on existing system-level infrastructure and “buy-in” based on actual costs.

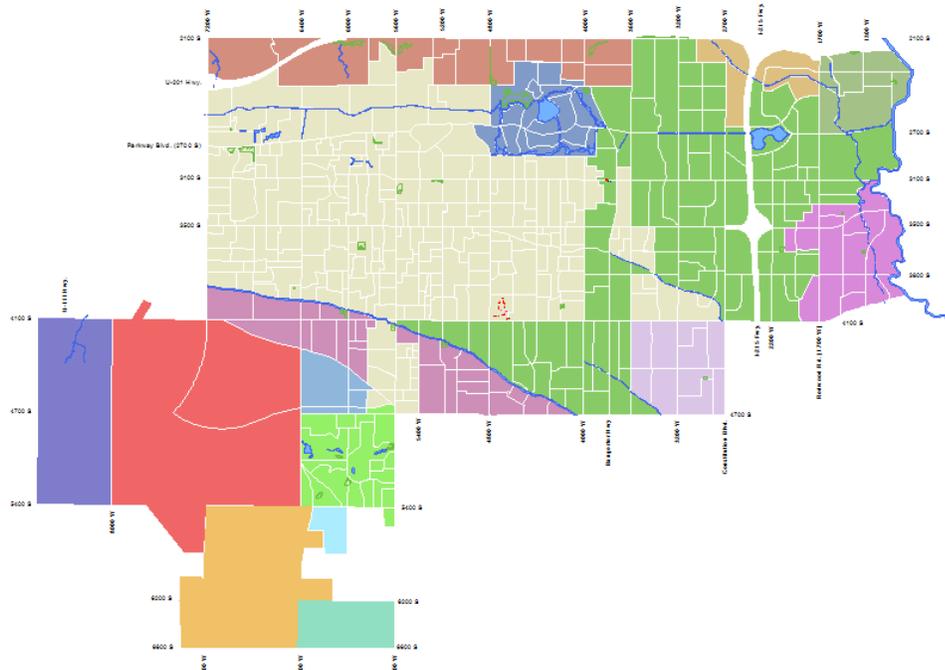


Figure 1 – West Valley City Stormwater System Districts

Impact Fee Facilities Plan

The Riter/Westridge service area is the only drainage district in the City with remaining system level improvements required to complete the system. Table 5 is the IFFP to complete the elements of the system required to serve new development through 2023.

**Table 5 - Riter/Westridge Service Area Impact Fee Facilities Plan**

| Basin Name: | R5                |               |             |           |             |            |           |             |
|-------------|-------------------|---------------|-------------|-----------|-------------|------------|-----------|-------------|
| Sub-Basin   | Run Name          | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| OHB4        | 7200 West         | 3615 S        | 3563 S      | 24 inch   | 550         | \$115      | \$63,250  |             |
|             |                   |               |             |           |             |            |           | \$63,250    |
| Basin Name: | R6                |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name          | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| BA12        | 7000 West         | 3500 S        | 3390 S      | 36 inch   | 770         | \$170      | \$130,900 |             |
| OHB5        | 6800 West         | 3720 S        | 3500 S      | 24 inch   | 1980        | \$115      | \$227,700 |             |
|             |                   |               |             |           |             |            |           | \$358,600   |
| Basin Name: | R7                |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name          | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| BC6         | 6400 West         | Parkway Blvd. | Riter Canal | 60 inch   | 1830        | \$280      | \$512,400 |             |
| BA11        | 6400 West         | 3500 S        | 3270 S      | 36 inch   | 1150        | \$170      | \$195,500 |             |
| OHB2        | 6400 West         | 3888 S        | 3800 S      | 24 inch   | 659         | \$115      | \$75,785  |             |
| BB5         | Parkway Blvd      | 5800 W        | 6400 W      | 24 inch   | 3500        | \$115      | \$402,500 |             |
| BA5         | Parkway Blvd      | 6600 W        | 6400 W      | 18 inch   | 1400        | \$95       | \$133,000 |             |
|             |                   |               |             |           |             |            |           | \$1,319,185 |
| Basin Name: | R8                |               |             |           |             |            |           |             |
| Sub-Basin   | Run Name          | From          | To          | Pipe Size | Pipe Length | Unit Price | Total     |             |
| WHB6        | 6400 West         | 3750 S        | 3643 S      | 24 inch   | 672         | \$115      | \$77,280  |             |
| WHB10       | 6400 West         | 3887 S        | 3771 S      | 18 inch   | 1118        | \$95       | \$106,210 |             |
| BB9         | 6000 West         | 3500 S        | 3400 S      | 36 inch   | 635         | \$170      | \$107,950 |             |
| BB8         | Walmart           | 3500 S        | Walmart     | 36 inch   | 1985        | \$170      | \$337,450 |             |
| BB13        | Walmart to Mdwnds | Walmart       | Meadowlands | 42 inch   | 3135        | \$195      | \$611,325 |             |
|             |                   |               |             |           |             |            |           | \$1,240,215 |

| Basin Name:                            | R9         |             |             |           |             |            |             |             |
|--|------------|-------------|-------------|-----------|-------------|------------|-------------|-------------|
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| REC6                                   | Brud Drive | Cent. Park  | Meadowlands | 36 inch   | 2975        | \$170      | \$505,750   |             |
|  |            |             |             |           |             |            |             | \$505,750   |
| Basin Name:                            | R10        |             |             |           |             |            |             |             |
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| SA6                                    | 5400 West  | 3600 S      | 3400 S      | 30 inch   | 1340        | \$150      | \$201,000   |             |
|  |            |             |             |           |             |            |             | \$201,000   |
| Basin Name:                            | R12        |             |             |           |             |            |             |             |
| Sub-Basin                              | Run Name   | From        | To          | Pipe Size | Pipe Length | Unit Price | Total       |             |
| SB5                                    | 5100 West  | 3635 S      | 3500 S      | 36 inch   | 1175        | \$170      | \$199,750   |             |
|  |            |             |             |           |             |            |             | \$199,750   |
| Riter Canal Detention Basin            |            |             |             |           |             |            |             |             |
| Land Acquisition                       | 32 acres   | \$90,000/ac |             |           |             |            | \$2,880,000 |             |
| Excavation                             | 160,000 CY | \$8.00/CY   |             |           |             |            | \$1,280,000 |             |
| Control Structure                      | 1 Lump     | \$150,000   |             |           |             |            | \$150,000   |             |
| Landscaping                            | 35 acres   | \$10,000/ac |             |           |             |            | \$350,000   |             |
|  |            |             |             |           |             |            |             | \$4,660,000 |
| Total Cost of Improvements             |            |             |             |           |             |            |             | \$8,547,750 |
| Total Acres in Basin                   |            |             |             |           |             |            | 7232        |             |
| Undeveloped/Developable Acres in Basin |            |             |             |           |             |            | 1233        |             |
| Percent new development                |            |             |             |           |             |            | 17.05%      |             |
| Total IFFP                             |            |             |             |           |             |            |             | \$1,457,391 |

Source: West Valley City

Proportionality

*Existing Deficiencies*

There are existing deficiencies in the Riter basin. The projects identified in Table 5 will address both the existing deficiencies and provide adequate capacity for new development. Eight-three percent of the current area is developed. The remaining 17 percent of the area is undeveloped and developable. The 1,233 acres of remaining area will be subject to the impact fee.

*Existing Excess Capacity*

The Oquirrh Shadows and Lake Park basins have existing excess capacity installed by developers. The remaining developable area in these basins will be charged a “buy-in” amount based on the actual cost of installation and existing reimbursement agreements.

*Existing Facilities*

The Impact Fees Act requires that the impact fee achieve an equitable allocation of costs borne in the past and to be borne in the future in comparison to the benefits already received and yet to be received. Current West Valley City residents have paid for the existing stormwater infrastructure through impact fees, taxes and stormwater rates. Undeveloped properties do not pay the stormwater utility rate. West Valley City does not allocate property tax revenues to fund capital infrastructure. A credit for past property tax payments on vacant undeveloped property is not appropriate.

*System Improvements Related to New Development/Impact Fee Calculation*

The City intends to achieve the proposed LOS calculated for stormwater facilities in the Riter/Westridge service area.

The impact of new development is driven by the construction of impermeable services of various land use types. Stormwater impact fees are charged on a per acre basis. To the extent that a proposed use creates more or less impact on the stormwater system than an average residential lot (2,830 SF of impermeable surface for a 10,000 SF lot) the impact fee should be adjusted proportional to the impact of the development. The impact fee schedule in Table 6 establishes the baseline impact fee for each of the service areas in which a fee applies.

Because the West Valley City storm drain system design standard requires detention of storm water for all multi-family, commercial, and industrial development types and allows discharge into the system at a rate and level comparable to a single-family lot, each land use impacts system-level infrastructure at roughly the same rate. There is no adjustment in the impact fee calculation for the proportional impact by land use because all non-single family residential uses impact the system at approximately 0.2 cfs, which is comparable to a single-family home.

**Table 6: Stormwater Impact Fee by Service Area**

| Service Area    | Fee/Acre |
|-----------------|----------|
| Riter/Westridge | \$1,182  |
| Oquirrh Shadows | \$2,200  |
| Lake Park       | \$1,400  |

*Source: GSBS Richman*

#### Manner of Financing

Impact fees will be used to provide the proposed impact fee eligible stormwater level of service. To the extent that City residents wish to improve the current level of service, system-wide improvements beyond those funded through impact fees will be paid for through other funding mechanisms such as rates, general funds, bonds, grants and donations.

West Valley City has not, nor does it intend to bond for the construction of the stormwater system.

#### Credits Against Impact Fees

The impact fee act requires credits to be paid back to development for future fees that may be paid to fund improvements found in the IFFP so that new development is not required to pay twice for the same improvement. The City does not intend to fund IFFP projects with other fees from new development, therefore a credit is not applicable.

Credits may also be paid to developers constructing, directly funding or donating IFFP improvements in lieu of impact fees, including the dedication of land for improvements. This situation does not apply to development exactions intended to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP if a credit is to be issued and the City must agree prior to construction of the improvements.

The standard impact can also be reduced in response to specific project conditions and unusual circumstances. A developer may submit studies and data that show a need for fee adjustment based on the impact of new development on service levels.

At the discretion of the City impact fees may be adjusted for low-income housing, subject to the identification of alternative sources of funding.

Extraordinary Costs and Time/Price Differential

Extraordinary costs to service new stormwater are not anticipated. The impact fee analysis does not include a buy-in to existing infrastructure therefore past costs have not been included in the calculation. Current costs are used to calculate the cost of new system infrastructure required to serve new development.

## Public Safety Impact Fee Analysis

### Service Area

The public safety network in West Valley City is interconnected. System level improvements are focused on capacity to respond on a timely basis throughout the City. Current facilities are located to allow response in emergency situations throughout the City. For this reason a single, city-wide service area is used to calculate the West Valley City Public Safety Impact Fee.

### Impact Fee Facilities Plan

The Public Safety IFFP identified a total of approximately \$6.0 million in impact fee funded projects and eligible apparatus to achieve the proposed level of service for new development. Table 7 is the Public Safety Facilities IFFP.

**Table 7: Public Safety Facility Conceptual Impact Fee Facilities Plan**

| Future Facility         | Area (sf)    | Total Cost (2013\$) | Impact Fee Cost (2013\$) | Funding Source |
|-------------------------|--------------|---------------------|--------------------------|----------------|
| Fire Station            | 7,000        | \$1,058,505         | \$1,058,505              | IF             |
| Fire Training           | 3,400        | \$514,131           | \$514,131                | IF             |
| Fire Eligible Apparatus | Ladder Truck | \$1,104,776         | \$800,850                | IF/Other       |
| Police Substation       | 5,000        | \$756,075           | \$756,075                | IF             |
| Police Main Station     | 29,768       | \$8,653,040         | \$2,034,778              | IF/Other       |
| Police Support          | 6,000        | \$907,290           | \$907,290                | IF             |
| <b>Total</b>            |              | <b>\$12,993,817</b> | <b>\$6,071,629</b>       |                |

Source: GSBS Richman

The approximately 10,300 SF in new fire facilities, \$805,806 in new fire apparatus, and 18,000 SF in new police facilities will achieve the proposed LOS reflected in Table 8.

**Table 8: Public Safety Impact Fee Calculation**

| Facility Type          | IFFP Cost          | % Residential | Population Served   | Fee Per Capita  | % NonResidential | New SF Served (Thousands) | Fee per 1,000 SF |
|------------------------|--------------------|---------------|---|-----------------|------------------|---------------------------|------------------|
| Fire Facility          | \$1,572,636        | 27.5%         | 19,346  | \$22.35         | 72.5%            | 9,500,000                 | \$120.02         |
| Fire Apparatus         | \$800,850          | 0%            | 19,346  | \$0.00          | 72.5%            | 9,500,000                 | \$61.12          |
| Police Facility        | \$3,698,143        | 27.5%         | 19,346  | \$52.57         | 72.5%            | 9,500,000                 | \$282.23         |
| Bonded Facility Credit |                    |               |   | (0.37)          |                  |                           | (\$0.18)         |
| <b>Total</b>           | <b>\$6,071,629</b> |               |   | <b>\$74.55</b>  |                  |                           | <b>\$463.19</b>  |
|                        |                    |               | Avg. Single Family Household Size                                       | 3.61            |                  |                           |                  |
|                        |                    |               | <b>Impact Fee/Dwelling Unit for Single Family</b>                       | <b>\$269.13</b> |                  |                           |                  |
|                        |                    |               | Avg. Multi-Family Household Size  | 3.07            |                  |                           |                  |
|                        |                    |               | <b>Impact Fee/Dwelling Unit for Multi-Family Residential (Duplex +)</b> | <b>\$228.87</b> |                  |                           |                  |
|                        |                    |               | <b>Impact Fee/1000 Square Foot for Non-residential Uses</b>             | <b>\$463.19</b> |                  |                           |                  |

Source: Household Size estimates from American Community Survey, U.S. Census, 5-year Average 2012.

### Proportionality

#### Existing Facilities

The Impact Fees Act requires that the impact fee achieve an equitable allocation of costs borne in the past and to be borne in the future in comparison to the benefits already received and yet to be received. Current West Valley City residents have paid for the existing public safety infrastructure through impact fees and taxes. The existing facilities identified in Table 9 were funded with bonds payable by sales taxes, lease revenue and one bond that was paid with property taxes for the period 1999-2008.

**Table 9: Public Safety Facility Bonding**

| Facility   | Bond  | Pledged Funding Source | Capital Amt.        | Financing Cost      | Total               |
|--|-------|------------------------|---------------------|---------------------|---------------------|
| Fire Station 74  | 1997  | Franchise Fee          | \$2,920,000         | \$1,003,203         | \$3,923,203         |
|  | 2006B | Franchise Fee          |                     | \$2,092,033         | \$2,092,033         |
| Fire Station 75  | 2001  | Lease Rev              | \$1,027,650         | \$568,977           | \$1,596,627         |
|  | 2010  | Lease Rev              | \$894,056           | \$133,595           | \$1,027,651         |
| Public Safety Bldg.<br>Public Safety Storage<br>Facility | 2006  | Sales Tax              | \$4,866,750         | \$2,200,167         | \$7,066,917         |
|  | 2008  | Sales Tax              | \$7,900,000         | \$3,348,852         | \$11,248,852        |
| Police Substation  | 2013  | Sales Tax              | \$5,880,000         | \$1,055,129         | \$6,935,129         |
|  | 1998  | Property Tax           | \$550,000           | \$287,704           | \$837,704           |
|  | 2009  | Franchise Fee          | \$332,201           | \$78,651            | \$410,852           |
| <b>Total</b>   |       |                        | <b>\$24,370,657</b> | <b>\$10,768,311</b> | <b>\$35,138,968</b> |

Source: West Valley City

Property owners of vacant, undeveloped land have paid property taxes at a level necessary to fund ongoing operations. West Valley City does not allocate property tax revenues to fund capital infrastructure, including bond payments, except when specifically designated. A credit for past property tax payments on vacant undeveloped property has been calculated based on West Valley City's 2013 property tax rate for the police substation bond payment between 1999 and 2008. Table 10 provides the calculated credit.

**Table 10: Public Safety Bond Payment Credit**

| Item  | Residential | NonResidential |
|---|-------------|----------------|
| Developable Acreage                                       | 870         | 2,131          |
| Estimated value/acre                                      | \$120,000   | \$150,000      |
| Property Tax Levy   | 0.004633    | 0.004633       |
| Total Annual Property Tax Amount                          | \$483,685   | \$1,480,938    |
| Estimated Build-out population/Non-Residential Acres      | 160,000     | 7,775          |
| Per Capita/Non Residential Acre Annual Amount             | \$3.02      | \$190,47       |
| Total Bond Amount   | \$837,704   | \$837,704      |
| 1998-2008 Estimated Collections (2014\$)                  | \$6,816,842 | \$20,861,901   |
| Bond as % of Collections                                  | 12.29%      | 4.02%          |
| Discounted Total Credit/Capita or 1,000 Nonresidential SF | \$0.37      | \$0.18         |

Source: GSBS

#### *System Improvements Related to New Development*

The City intends to maintain the current LOS calculated for fire facilities, fire eligible apparatus and police facilities. Based on the residential and non-residential buildings requiring service, Table 8 shows the total facilities and apparatus costs required to achieve the proposed LOS through 2023.

#### *Impact Fee Calculation*

Based on the per capita cost for development of required new facilities and eligible apparatus to serve new residential development and the per 1,000 SF cost to serve new non-residential development, Table 11 shows the impact fee per household and per 1,000 SF including credits for payments towards existing infrastructure. For accounting purposes GSBS recommends that West Valley City establish a separate fee and impact fee fund for each type of public safety facility or apparatus.

**Table 11: Public Safety Impact Fee Schedule**

|                         | Fire Facility Fee | Fire Apparatus Fee | Police Facility | Police Facility Credit | Police Facility Fee | Unit          |
|-------------------------|-------------------|--------------------|-----------------|------------------------|---------------------|---------------|
| Single Family           | \$80.68           | \$0.00             | \$189.78        | -\$1.34                | \$188.44            | Dwelling Unit |
| Multi-Family (Duplex +) | \$68.61           | \$0.00             | \$161.39        | -\$1.14                | \$160.25            | Dwelling Unit |
| Commercial/Industrial   | \$120.02          | \$61.12            | \$282.23        | -\$0.18                | \$282.05            | 1,000 SF      |

Source: GSBS

Manner of Financing

Impact fees will be used to provide the proposed LOS. To the extent that City residents wish to improve the current level of service, system-wide improvements beyond those funded through impact fees will be paid for through other funding mechanisms such as general funds, bonds, grants and donations.

Credits Against Impact Fees

The impact fee act requires credits to be paid back to development for future fees that may be paid to fund improvements found in the IFFP so that new development is not required to pay twice for the same improvement. The City does not intend to fund IFFP projects with other fees from new development, therefore a credit for this purpose is not applicable.

Credits may also be paid to developers constructing, directly funding or donating IFFP improvements in lieu of impact fees, including the dedication of land for improvements. This situation does not apply to development exactions intended to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP if a credit is to be issued and the City must agree prior to construction of the improvements.

The standard impact can also be reduced in response to specific project conditions and unusual circumstances. A developer may submit studies and data that show a need for fee adjustment based on the impact of new development on service levels.

At the discretion of the City impact fees may be adjusted for low-income housing, subject to the identification of alternative sources of funding.

Extraordinary Costs and Time/Price Differential

Extraordinary costs to service new public safety facilities are not anticipated. The impact fee analysis does not include a buy-in to existing infrastructure therefore past costs have not been included in the calculation. Current costs are used to calculate the cost of new system infrastructure required to serve new development.

## Parks/Trails/Recreation Impact Fee Analysis

### Service Area

The parks, trails, and recreation network in West Valley City is available to all residents regardless of their neighborhood. System level improvements are focused on capacity to provide open space alternatives throughout the City. For this reason a single, city-wide service area is used to calculate the West Valley City Parks Impact Fee.

### Impact Fee Facilities Plan

The Parks IFFP anticipates a total of \$8,052,291 of impact fee funded projects from the following plan. Table 12 is the Parks/Trails IFFP.

**Table 12: Parks/Trails Impact Fee Facilities Plan**

| Project                                 | Classification | Area (acres) | Total Cost (2013\$) | IF Eligible Cost (2013\$) |
|---|----------------|--------------|---------------------|---------------------------|
| Develop existing park acreage           | Neighborhood   | 6            | \$984,780           | \$984,780                 |
| Acquire and develop new parks           | Neighborhood   | 20           | \$5,682,600         | \$5,682,600               |
| Acquire and develop district park       | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop existing regional park acreage  | Community      | 3            | \$514,905           | \$514,905                 |
| Develop new community park              | Community      | 10           | \$2,916,350         | \$2,916,350               |
| Develop Wetland Park Area               | Community      | 20           | \$500,000           | \$500,000                 |
| New skate park                          | Community      | 1            | \$300,000           | \$300,000                 |
| Complete City Center Plaza              | Community      | 4            | \$50,000            | \$50,000                  |
| Acquire new park property               | All            | 5            | \$600,000           | \$600,000                 |
| Develop existing trail property         | Trails         | 10           | \$2,400,000         | \$2,400,000               |
| Acquire & develop new trails            | Trails         | 20           | \$7,200,000         | \$7,200,000               |
| Acquire new trail property              | Trails         | 5            | \$600,000           | \$600,000                 |
| <b>Total</b>                            |                | <b>114</b>   | <b>\$24,664,985</b> | <b>\$24,664,985</b>       |
| Estimated Impact fee collections        |                |              |                     | \$8,459,423               |
| Parks/Trail funding (all other sources) |                |              |                     | \$16,205,562              |

Source: WVC Parks Department, GSBS Richman

The IFFP has identified a total of 114 acres in new parks and trails to serve new residential development. According to the current and proposed parks LOS a total of 29.65 acres are needed. The IFFP has identified facilities in different areas of the City; specific facilities will be built based on location and pattern of growth. The standards reflected in Table 13 will achieve the proposed parks LOS and is the basis for calculation of the impact fee.

**Table 13: Cost of Development per Acre by Classification**

| Classification        | Acreage   | Improvement | Facilities | Total/ Acre | Acres        | Total              |
|-----------------------|-----------|-------------|------------|-------------|--------------|--------------------|
| Neighborhood          | \$120,000 | \$102,354   | \$61,776   | \$284,130   | 7.04         | \$2,000,275        |
| Community             | \$120,000 | \$113,870   | \$57,765   | \$291,635   | 16.91        | \$4,931,548        |
| Undeveloped Park Land | \$120,000 | \$0         | \$0        | \$120,000   | 1.92         | \$230,400          |
| Trails                | \$120,000 | \$240,000   | \$0        | \$360,000   | 3.52         | \$1,267,200        |
| Undeveloped Trails    | \$120,000 | \$0         | \$0        | \$120,000   | 0.25         | \$30,000           |
| <b>Total</b>          |           |             |            |             | <b>29.64</b> | <b>\$8,459,423</b> |

Source: GSBS Richman

In addition to the cost of new parks and trails facilities, there is existing excess capacity in the Family Fitness Center - the City-wide recreation center. Table 14 is the calculation of the “buy-in” amount for the Family Fitness Center.

**Table 14: Recreation Center Buy-in Analysis**

| Build-out  |        | Cost of Construction |              | Financing Cost | LOS/ person |                 |
|------------|--------|----------------------|--------------|----------------|-------------|-----------------|
| Population | SF     | SF/ person           | (Millions\$) | (Millions\$)   | Cost/SF     |                 |
| 160,000    | 96,474 | 0.603                | \$22,190,000 | \$11,607,545   | \$350.33    | <b>\$211.23</b> |

Source: West Valley City

Proportionality

*Existing Facilities*

The Impact Fees Act requires that the impact fee achieve an equitable allocation of costs borne in the past and to be borne in the future in comparison to the benefits already received and yet to be received. Current West Valley City residents have paid for the existing parks infrastructure through impact fees and taxes. Parks have also been funded with CDBG grant funds and other donations. The City will continue to seek grants and other funds to supplement park and trail development activities.

Owners of developable property who contributed to the cost of the existing parks, trails, and recreation system through property taxes are entitled to a credit against impact fees roughly equal to their contribution.

The only facility included in this analysis funded with bonds is the Family Fitness Center. A property tax levy was applied at the time that the original Family Fitness Center bonds were issued. A credit equal to the property tax levy on vacant developable property for the period 1998 through 2014 is applied to the maximum impact fee amount.

*System Improvements Related to New Development*

The City intends to achieve the proposed LOS calculated for neighborhood and community parks, trails and undeveloped park land. Based on the per capita park/trail acre and improvement costs, Table 15 shows a total cost of \$ 8.5 million for parks and trails land, improvements and facilities to maintain the current LOS through 2023. The per capita cost for system improvements through 2023 is \$437.27.

**Table 15: Per Capita Cost for Park/Trail System Improvements**

| IFFP Cost   | New Population | Per Capita Cost |
|-------------|----------------|-----------------|
| \$8,459,423 | 19,346         | \$437.27        |

Source: GSBS

*Impact Fee Calculation*

Based on the per capita cost for development of required new parks and trails acres to serve new residential development, the impact fee per household has been calculated. In addition to the cost of constructing new parks and trails to maintain the current LOS and achieve the proposed LOS, a buy-in for the Family Fitness Center has been calculated. Because the Family Fitness Center was funded with a bond that was paid for with property taxes for the period 1999 through 2008 when a bond refinancing designated franchise fees to repay the bond, a credit for the estimated share of property taxes allocated to repayment of the bonds from levies on undeveloped property between 1999 and 2008 has been calculated. Table 16 calculates the credit.

**Table 16: Recreation Center Buy-In Credit - Bond 1998 - 2009**

| Item   | Value        |
|--|--------------|
| Developable vacant Residential Acreage   | 870          |
| Estimated value/acre   | \$120,000    |
| Property Tax Levy  | 0.004633     |
| Vacant Property Annual Property Tax Amount                                       | \$483,863    |
| Estimated New Population through Build-out                                       | 27,346       |
| Per Capita Annual Property Tax Amount for Future Population                      | \$17.69      |
| Total Bond Amount (Less 2009 Refinanced Amount)                                  | \$17,648,402 |
| 1999-2008 Year Total Estimated Tax Collections (2014\$)                          | \$27,678,743 |
| Credit/Capita as percentage of total Debt Service share of Total Tax Collections | \$11.28      |

Source: GSBS

Park impact fees are charged only to residential development as parks are, generally, located and designed to serve the City's residential population. Although non-residential uses benefit from the presence of parks in the City, the nexus of benefit has not been established. Table 17 is the final recommended parks impact fee including property tax credit amount.

**Table 17: Parks Impact Fee Calculation**

| Classification           | IFFP Cost   | Population Served | Fee Per Capita    |
|--------------------------|---|-------------------|-------------------|
| Neighborhood             | \$2,000,275   | 19,346            | \$103.39          |
| Community                | \$4,931,548   | 19,346            | \$254.91          |
| Trails                   | \$230,400   | 19,346            | \$11.91           |
| Undeveloped Land         | \$1,267,200   | 19,346            | \$65.50           |
| Undeveloped Trails       | \$30,000  | 19,346            | \$1.55            |
| Recreation Center Buy-In | \$33,797,545  | 160,000           | \$211.23          |
| Recreation Center Credit |   |                   | (\$11.28)         |
| <b>Total</b>             | <b>\$42,256,968</b>   |                   | <b>\$637.21</b>   |
|                          | Avg. Single Family Household Size                                       |                   | 3.61              |
|                          | <b>Impact Fee/Dwelling Unit for Single Family</b>                       |                   | <b>\$2300.33</b>  |
|                          | Avg. Multi-Family Household Size  |                   | 3.07              |
|                          | <b>Impact Fee/Dwelling Unit for Multi-Family Residential (Duplex +)</b> |                   | <b>\$1,956.23</b> |

Source: Household Size estimates from American Community Survey, U.S. Census, 5-year Average 2012.

#### Manner of Financing

Impact fees will be used to maintain the current impact fee eligible parks level of service. To the extent that City residents wish to improve the current level of service, system-wide improvements beyond those funded through impact fees will be paid for through other funding mechanisms such as general funds, bonds, grants and donations.

#### Credits Against Impact Fees

The impact fee act requires credits to be paid back to development for future fees that may be paid to fund improvements found in the IFFP so that new development is not required to pay twice for the same improvement. The City does not intend to fund IFFP projects with other fees from new development, therefore a credit is not applicable.

Credits may also be paid to developers constructing, directly funding or donating IFFP improvements in lieu of impact fees, including the dedication of land for improvements. This situation does not apply to development exactions intended to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP if a credit is to be issued and the City must agree prior to construction of the improvements.

The standard impact can also be reduced in response to specific project conditions and unusual circumstances. A developer may submit studies and data that show a need for fee adjustment based on the impact of new development on service levels.

At the discretion of the City impact fees may be adjusted for low-income housing, subject to the identification of alternative sources of funding.

Extraordinary Costs and Time/Price Differential

Extraordinary costs to service new park acres are not anticipated. Current costs are used to calculate the cost of new system infrastructure required to serve new development.

## Adoption, Accounting, Expenditure, and Refunds

### *Adoption*

The Utah Impact Fees Act requires the preparation of an impact fee facilities plan, impact fee analysis and impact fee enactment prior to adoption of an ordinance adopting or amending impact fees.

The IFFP for transportation, storm drainage, public safety and parks/trails/recreation facilities were prepared to identify existing excess capacity, existing deficiencies, current and proposed level of service and the facilities required to serve new development in West Valley City through 2023.

The written impact fee analysis, using the analysis from the IFFP, identifies the impacts placed on facilities by development activity and how the impacts are related to new development. The analysis also calculates the roughly proportional share of costs of each facility identified in the IFFP attributable to new development and establishes the relative benefit each group will receive from the improvement. The analysis also includes an executive summary of the impact fee analysis providing a brief overview of the impact fee structure, methodology and cost basis used.

The impact fee enactment must be adopted by the City Council to enact the proposed fees. The ordinance may not impose a fee higher than the maximum legal fee defined in the written analysis, but may adopt a fee that is lower than the maximum fee. The ordinance must establish one or more service areas, include a schedule of the impact fees or the formula by which the fee is derived and provisions allowing the City to adjust or modify the fee to take into account any changes or unusual circumstances to ensure that the fee is administered fairly. The ordinance must also include provisions to adjust the fee if independent studies or research determine that it should be different. A provision allowing charter and public schools to request the inclusion of facilities on the IFFP and in the calculation of the impact fee must also be included.

The Ordinance may be adopted following a ten (10) day noticing period and public hearing. Copies of the proposed Ordinance, written impact fee facilities plan and impact fee analysis must be made available to the public during the 10-day noticing period for public review and inspection in designated public places including the City offices and any public libraries within the jurisdiction. A public hearing shall be held at the end of the 10-day noticing period, at which point the Council may adopt, amend and adopt, and reject the Impact Fee Ordinance and proposed fee schedule.

### *Accounting*

The Impact Fees Act requires that any entity imposing impact fees establish an interest bearing ledger account for each type of public facility for which an impact fee is collected. All impact fee receipts must be deposited into the appropriate account. Any interest earned in each account must remain in the corresponding account. At the end of each fiscal year, the City must prepare a report on each fund or account showing the source and amount of all monies collected, earned and received by each account and each expenditure made from each account.

### *Expenditure*

The City may only expend impact fees for system improvements identified in the IFFP. All funds collected must be spent or encumbered within six years of collection or the City must provide an extraordinary or compelling reason why the fees must be held longer and provide an ultimate date by which the impact fees collected will be expended. Any fees retained beyond the six years without an extraordinary or compelling reason must be refunded. For the purposes of this analysis, it is assumed that the ultimate date by which impact fees will be spent is 2023. The improvement financed by impact fees must be owned and operated by the City or another local public entity with which the City has contracted or will contract for services and improvements that will be operated on the City's behalf.

*Refunds*

The City is required to refund any impact fees collected, plus interest earned since collection if:

1. A developer who has paid impact fees does not proceed with the development and has filed a written request for a refund,
2. The fees have not been spent or encumbered within six years, or
3. The new development which has paid impact fees has not created an impact upon the system.

Item: \_\_\_\_\_  
 Fiscal Impact: \_\_\_\_\_ N/A  
 Funding Source: \_\_\_\_\_ N/A  
 Account #: \_\_\_\_\_ N/A  
 Budget Opening Required:

**ISSUE:**

An ordinance amending the impact fees imposed by the City.

**SYNOPSIS:**

This ordinance amends the impact fees imposed by the City consistent with the impact fee analysis and impact fee facilities plan proposed for adoption by the City Council.

**BACKGROUND:**

Utah Code Annotated, Title 11, Chapter 36A requires that cities proposing to enact or amend impact fees prepare an impact fee facilities plan and impact fee analysis setting forth the basis for the proposed impact fees. The proposed impact fee facilities plan and impact fee analysis establish current and proposed levels of service for storm sewer, parks, roads, police, and fire services, as well as the anticipated impacts of development on that level of service. The proposed fees substantiated and set forth by the impact fee facilities plan and impact fee analysis are as follows:

**Recommended Impact Fee Schedule**

| Facility Type   | Service Area    | Single-Family Residential | Multifamily Residential | General Commercial/Industrial |
|---|-----------------|---------------------------|-------------------------|-------------------------------|
| Transportation (per unit residential/ per 1,000 SF nonresidential)  | City-wide       | \$376.90                  | \$233.68                | Varies                        |
| Storm Water (per acre)  | Riter/Westridge | \$1,182                   | \$1,182                 | \$1,182                       |
|   | Oquirrh         | \$2,200                   | \$2,200                 | \$2,200                       |
|   | Shadows         | \$2,200                   | \$2,200                 | \$2,200                       |
|   | Lake Park       | \$1,400                   | \$1,400                 | \$1,400                       |
| Fire Facility (per unit residential/ per 1,000 SF nonresidential)   | City-wide       | \$80.68                   | \$68.61                 | \$181.14                      |
| Police Facility (per unit residential/ per 1,000 SF nonresidential) | City-wide       | \$188.44                  | \$160.25                | \$282.05                      |
| Parks/Trails/Recreation Center (per unit)                           | City-wide       | \$2,285                   | \$1,943                 | \$0                           |

Accordingly, the City’s impact fee schedule should be revised to reflect the conclusions set forth in the impact fee facilities plan and impact fee analysis.

**RECOMMENDATION:**

City staff recommends approval of the ordinance to amend the City’s impact fee schedule.

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**WEST VALLEY CITY, UTAH**  
**ORDINANCE NO. \_\_\_\_\_**

Draft Date: 11/26/2014; 12/9/2014  
Date Adopted: \_\_\_\_\_  
Date Effective: \_\_\_\_\_

**AN ORDINANCE AMENDING SECTIONS 1-2-202, 1-2-203, 1-2-204, 1-2-205, AND 1-2-206 OF TITLE 1 OF THE WEST VALLEY CITY CODE REGARDING DRAINAGE, PARK, ROAD, FIRE AND POLICE IMPACT FEES.**

**WHEREAS**, Utah Code Ann. §11-36a-101, et al. sets forth the requirements for amending municipal impact fees; and

**WHEREAS**, Title 8 of the West Valley City Code incorporates the requirements in state code for amending municipal impact fees; and

**WHEREAS**, the City has complied with both the state code and Title 8 requirements for amending municipal impact fees including, but not limited to the completion of the following: revised impact fee analysis, revised impact fee facilities plan, certifications, noticing, and public hearing; and

**WHEREAS**, the City adopted a revised impact fee analysis and impact fee facilities plan for drainage, park, road, fire and police impact fees in Resolution \_\_\_\_\_; and

**WHEREAS**, the revised impact fee analysis and impact fee facilities plan require that the City’s impact fee amounts set forth in Title 1 of the West Valley City Code be amended consistent with the amounts in the impact fee analysis; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to amend Sections 1-2-202, 1-2-203, 1-2-204, 1-2-205, and 1-2-206 of the West Valley City Code in order to reflect the impact fee amounts set forth in the revised

30 impact fee analysis.

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

33 **Section 1. Repealer.** Any provision of the West Valley City Code found to be in  
34 conflict with this Ordinance is hereby repealed.

35 **Section 2. Amendment.**

36 **1-2-202. DRAINAGE IMPACT FEES.**

37 Fee per acre by service area payable prior to final subdivision plat approval pursuant to  
38 Chapter 8-2, Drainage Impact Fees:

- 39 (1) Brighton - ~~\$488~~ \$0
- 40 (2) Coon Creek - ~~n/a~~ \$0
- 41 (3) Copper City - ~~n/a~~ \$0
- 42 (4) Decker Lake - ~~\$586~~ \$0
- 43 (5) Hercules - ~~\$764~~ \$0
- 44 (6) Jordan - ~~\$266~~ \$0
- 45 (7) Lake Park - \$1,400
- 46 (8) Lee Creek - \$0
- 47 (9) Oquirrh Shadows - ~~n/a~~ \$2,200
- 48 (10) Redwood - ~~\$2,644~~ \$0
- 49 (11) Riter - ~~\$1,701~~ \$1,182
- 50 (12) Taylorsville - \$0
- 51 (13) Utah Salt Lake - ~~\$81~~ \$0
- 52 (14) Westridge - ~~\$2,210~~ \$1,182
- 53 (15) Vistas - ~~\$2,261~~ \$0

54  
55 NOTE: "n/a" indicates that fee calculations must be performed and fees adopted prior to  
56 final plat approval.

57  
58 **1-2-203. PARK IMPACT FEES.**

59 Fee per dwelling unit by housing type payable prior to final subdivision plat approval  
60 pursuant to Chapter 8-3, Park Impact Fees:

- 61 (1) Single-family detached, per dwelling unit - ~~\$2,032~~ \$2,285
- 62 (2) Duplex, per dwelling unit - ~~\$1,429~~ \$1,943
- 63 (3) Multi-family, per dwelling unit - ~~\$1,379~~ \$1,943
- 64 (4) Mobile home park, per dwelling unit - ~~\$1,306~~

65  
66 **1-2-204. ROAD IMPACT FEES.**

67 Fee per unit of development by land use type payable prior to issuance of building permit  
68 pursuant to Chapter 8-4, Road Impact Fees:

- 69 (1) ~~Net cost per peak hour vehicle mile of travel - \$750~~ Impact Fee Per Peak Trip -
- 70 \$753.78
- 71 (2) Single-family detached, per dwelling - ~~\$846~~ \$376.90
- 72 (3) Duplex, per dwelling - ~~\$514~~ \$233.68
- 73 (4) Multi-family, per dwelling - ~~\$514~~ \$233.68
- 74 ~~(5) Mobile home park, per dwelling - \$499~~ \$226.14
- 75 (5) Shopping center/General retail, per 1,000 sq. ft. - ~~\$1,343~~ \$1,497.50
- 76 (6) Discount superstore, per 1,000 sq. ft. - ~~\$1,548~~ \$788.78
- 77 (7) Home improvement superstore, per 1,000 sq. ft. - ~~\$1,064~~ \$458.61
- 78 (8) Convenience store, per 1,000 sq. ft. - ~~\$4,749~~ \$4,741.70
- 79 (9) Convenience store with gas pumps, per 1,000 sq. ft. - ~~\$3,662~~ \$3,070.68
- 80 (10) Discount club, per 1,000 sq. ft. - ~~\$2,643~~ \$1,181.58
- 81 (11) Drive-in bank, per 1,000 sq. ft. - ~~\$4,658~~ \$2,472.84
- 82 (12) Fast food restaurant with drive-thru, per 1,000 sq. ft. - ~~\$3,926~~ \$3,692.87
- 83 (13) Sit-down restaurant, per 1,000 sq. ft. - ~~\$1,525~~ \$1,375.01
- 84 (14) Multiplex movie theater, per 1,000 sq. ft. - ~~\$3,254~~ \$1,390.76
- 85 (15) New car sales, per 1,000 sq. ft. - ~~\$1,646~~ \$740.61
- 86 (16) Hotel/motel, per room - ~~\$499~~ \$226.14
- 87 (17) General office, per 1,000 sq. ft. - ~~\$1,245~~ \$565.35
- 88 (18) Medical office, per 1,000 sq. ft. - ~~\$3,088~~ \$1,349.30
- 89 (19) Hospital, per 1,000 sq. ft. - ~~\$981~~ \$354.29
- 90 (20) Nursing home, per 1,000 sq. ft. - ~~\$347~~ \$278.91
- 91 (21) Church/Synagogue, per 1,000 sq. ft. - ~~\$552~~ \$211.06
- 92 (22) Day care center, per 1,000 sq. ft. - ~~\$1,095~~ \$465.09
- 93 (23) Elementary school, per 1,000 sq. ft. - ~~\$68~~ \$229.91
- 94 (24) High school, per 1,000 sq. ft. - ~~\$60~~ \$184.68
- 95 (25) General light industrial, per 1,000 sq. ft. - ~~\$815~~ \$369.36
- 96 (26) Warehouse, per 1,000 sq. ft. - ~~\$400~~ \$120.61
- 97 (27) Mini-warehouse, per 1,000 sq. ft. - ~~\$219~~ \$97.99

98

99 **1-2-205. FIRE IMPACT FEES.**

100 Fee per unit of development by land use type, payable prior to issuance of building  
 101 permit, pursuant to Title 8, Chapter 5, Fire Impact Fees:

- 102 (1) Single-family detached, per dwelling - ~~\$91~~ \$80.68
- 103 (2) Duplex, per dwelling - ~~\$64~~ \$68.61
- 104 (3) Multi-family, per dwelling - ~~\$62~~ \$68.61
- 105 ~~(4) Mobile home park, per dwelling - \$59~~
- 106 ~~(5) Shopping center/General retail, per 1,000 sq. ft. - \$156~~
- 107 ~~(6) Discount superstore, per 1,000 sq. ft. - \$165~~
- 108 ~~(7) Home Improvement Superstore, per 1,000 sq. ft. - \$96~~
- 109 ~~(8) Convenience store, per 1,000 sq. ft. - \$494~~
- 110 ~~(9) Convenience store with gas pumps, per 1,000 sq. ft. - \$651~~
- 111 ~~(10) Discount club, per 1,000 sq. ft. - \$132~~

- 112 (~~11~~) Drive-in bank, per 1,000 sq. ft. — \$350
- 113 (~~12~~) Fast food restaurant, per 1,000 sq. ft. — \$630
- 114 (~~13~~) Sit-down restaurant, per 1,000 sq. ft. — \$382
- 115 (~~14~~) Movie theater, per 1,000 sq. ft. — \$403
- 116 (~~15~~) New car sales, per 1,000 sq. ft. — \$135
- 117 (~~16~~) Hotel/Motel, per room — \$101
- 118 (~~17~~) General office, per 1,000 sq. ft. — \$111
- 119 (~~18~~) Medical office, per 1,000 sq. ft. — \$220
- 120 (~~19~~) Hospital, per 1,000 sq. ft. — \$125
- 121 (~~20~~) Nursing home, per 1,000 sq. ft. — \$38
- 122 (~~21~~) Church/Synagogue, per 1,000 sq. ft. — \$37
- 123 (~~22~~) Day care center, per 1,000 sq. ft. — \$734
- 124 (~~23~~) Elementary school, per 1,000 sq. ft. — \$261
- 125 (~~24~~) High school, per 1,000 sq. ft. — \$231
- 126 (~~25~~) General light industrial, per 1,000 sq. ft. — \$50
- 127 (~~26~~) Warehouse, per 1,000 sq. ft. — \$35
- 128 (~~27~~) Mini-warehouse, per 1,000 sq. ft. — \$6
- 129 (5) Commercial/industrial, per 1,000 sq. ft. \$181.14

130

131 **1-2-206. POLICE IMPACT FEES.**

132 Fees per unit of development by land use type, payable prior to issuance of building  
 133 permit, pursuant to Title 8, Chapter 6, Police Impact Fees:

- 134 (1) Single-family detached, per dwelling - \$66 \$188.44
- 135 (2) Duplex, per dwelling - \$47 \$160.25
- 136 (3) Multi-family, per dwelling - \$45 \$160.25
- 137 (4) Mobile home park, per dwelling — \$42
- 138 (~~5~~) Shopping center/General retail, per 1,000 sq. ft. — \$113
- 139 (~~6~~) Discount superstore, per 1,000 sq. ft. — \$119
- 140 (~~7~~) Home Improvement Superstore, per 1,000 sq. ft. — \$69
- 141 (~~8~~) Convenience store, per 1,000 sq. ft. — \$358
- 142 (~~9~~) Convenience store with gas pumps, per 1,000 sq. ft. — \$471
- 143 (~~10~~) Discount club, per 1,000 sq. ft. — \$96
- 144 (~~11~~) Drive-in bank, per 1,000 sq. ft. — \$253
- 145 (~~12~~) Fast food restaurant, per 1,000 sq. ft. — \$456
- 146 (~~13~~) Sit-down restaurant, per 1,000 sq. ft. — \$276
- 147 (~~14~~) Movie theater, per 1,000 sq. ft. — \$292
- 148 (~~15~~) New car sales, per 1,000 sq. ft. — \$98
- 149 (~~16~~) Hotel/Motel, per room — \$73
- 150 (~~17~~) General office, per 1,000 sq. ft. — \$80
- 151 (~~18~~) Medical office, per 1,000 sq. ft. — \$159
- 152 (~~19~~) Hospital, per 1,000 sq. ft. — \$91
- 153 (~~20~~) Nursing home, per 1,000 sq. ft. — \$28
- 154 (~~21~~) Church/Synagogue, per 1,000 sq. ft. — \$27

- 155 ~~(22)Day care center, per 1,000 sq. ft. \$532~~
- 156 ~~(23)Elementary school, per 1,000 sq. ft. \$189~~
- 157 ~~(24)High school, per 1,000 sq. ft. \$167~~
- 158 ~~(25)General light industrial, per 1,000 sq. ft. \$36~~
- 159 ~~(26)Warehouse, per 1,000 sq. ft. \$25~~
- 160 ~~(27)Mini-warehouse, per 1,000 sq. ft. \$4~~
- 161 (4) Commercial/industrial, per 1,000 sq. ft. \$282.05

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

167           **Section 4. Effective Date.** This Ordinance shall take effect ninety days after  
168 the date of passage and approval by the City Council, which date is indicated below.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

|                          |      |
|--------------------------|------|
| Item #:                  |      |
| Fiscal Impact:           | None |
| Funding Source:          | NA   |
| Account #:               | NA   |
| Budget Opening Required: | No   |

**ISSUE:**

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

**SYNOPSIS:**

This agreement provides a method whereby participating agencies may receive emergency assistance from other participating agencies, at the discretion of the responding agency. Responding agencies are to be reimbursed from the requesting agency for personnel, equipment, materials and other associated costs that are made available during an emergency.

**BACKGROUND:**

This agreement creates a Utah Public Works Emergency Management Alliance, of cities, counties and other agencies throughout the state to provide mutual aid during emergencies. The administration of the Alliance is through the Emergency Management Committee of the Utah Chapter of the American Public Works Association.

The following local agencies have signed the agreement to date: Salt Lake County, Utah County, Sandy City, West Jordan City, Midvale City, South Salt Lake City and Draper City.

There is no down side to joining this alliance. The decision whether to respond to a request for mutual aid is made by the potential responding agency. No liability incurs, should an agency choose not to respond. Responding agencies are reimbursed for any costs incurred. Each participating agency bears the risk of its own actions.

The advantage to West Valley City is the ability to request assistance from participating agencies that are not affected by a local emergency and may have the ability to quickly respond with the proper equipment and trained personnel.

**RECOMMENDATION:**

Approve mutual aid agreement.

**SUBMITTED BY:**

Russell B. Willardson, P.E., Public Works Director

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND OTHER PARTICIPATING AGENCIES, INCLUDING SALT LAKE COUNTY, UTAH COUNTY, SANDY CITY, WEST JORDAN CITY, MIDVALE CITY, SOUTH SALT LAKE CITY AND DRAPER CITY (THE "AGENCIES") FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT SERVICES.**

**WHEREAS**, the Agencies desire to enter into an interlocal agreement whereby participating agencies may receive mutual aid from other participating agencies during emergency situations, including personnel, equipment and materials; and

**WHEREAS**, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

**WHEREAS**, an agreement entitled "Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management" (the "Agreement") has been prepared for execution by and between West Valley City and other participating agencies. This Agreement, which is attached hereto, sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement between West Valley City and the other participating agencies is hereby approved, and that the Mayor is authorized to execute said Agreement for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



# MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ and the other Participating Agencies as described herein.

## ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

## ARTICLE II. DEFINITIONS

- A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.
- B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.
- C. APWA - American Public Works Association
- D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.
- F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.
- H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.
- I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.
- L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

#### ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

#### ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

- A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).
- B. Maintain a data base of information.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.
- D. Maintain a web site to track Participating Agencies. (Currently, this website is located at <http://utah.apwa.net/>)
- E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.
- F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

## ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

- A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.
- B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.
- D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.
- E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.
- F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.
- G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.
- H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

- I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.
- L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.
- N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

#### ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

- B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency’s equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.
- C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency’s personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.
- E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.
- F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

## ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

#### ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

#### ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

#### ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
- B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

- C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

#### ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

#### ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

#### ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Agency \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title \_\_\_\_\_ Title: \_\_\_\_\_

Approved as to form and legality

By: \_\_\_\_\_  
Agency's Attorney

# **FAQs**

## **Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management**

### **What is the purpose of this Agreement?**

The purpose of this Agreement is to assist local governments in helping one another in times of need. It provides a method whereby a local government or agency that has sustained damage from a natural or man-made disaster can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other participating agencies.

### **What does the Agreement do?**

The Agreement provides procedures for assistance and reimbursement of expenses, and supports and compliments the Utah Mutual Aid Agreement (UAC R704-2).

### **Has this Agreement had legal reviews?**

Yes. Attorneys from Salt Lake County, Salt Lake City, Utah County, along with other local attorneys have reviewed and provided assistance in the preparation of this document.

### **Can we make changes to the Agreement before we sign it?**

No, not at this time. In order to ensure the timely implementation of this Agreement with multiple partners, this Agreement needs to be approved as is. However, the Agreement does include provisions for making changes in the future. It should be noted that the UTWARN Agreement (Utah Water, Wastewater Response Network) was used as a basis for this Agreement. The UTWARN Agreement has been accepted by over 85 participating agencies throughout the state.

### **Who should sign this Agreement?**

All local government agencies, service districts, and state agencies that can provide, or would require assistance, after a natural or man-made disaster should sign this Agreement.

## How do I get more information?

Please contact the APWA Utah Chapter Emergency Management Committee.

M. Leon Berrett, P.E.  
Operations Associate Director  
Salt Lake County Public Works  
(385) 468-6129  
LBerrett@slco.org

Tim Peters – Vice Chair  
Public Services Manager  
City of West Jordan Public Works  
(801) 569-5722  
timp@wjordan.com

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$145,111.30  
**Funding Source:** RDA  
**Account No:** 22-6879-40750-00000-0000

**Budget Opening Required: No**

**Issue:**

Professional Services Agreement – Fairbourne Station Phase 2 Engineering Design with Avenue Consultants.

**Synopsis:**

An agreement with West Valley City and Avenue Consultants to provide traffic analysis and preliminary design services for new Fairbourne Station roadways.

**Background:**

The next phase of Fairbourne Station will include the construction of a new road at 3030 West from Lehman Avenue to 3500 South, together with the extension of Weigh Station Road to 3030 West, and the reconstruction of Lehman Avenue from Holmberg Street to 3030 West. The project also includes the installation of a “high-T” signalized intersection at 3500 South and 3030 West. In order to accommodate the turn lanes for the new intersection, it is proposed that the existing Bus Rapid Transit (BRT) routes be re-routed through the new Fairbourne Station roadways.

Avenue Consultants was selected to provide engineering services for roadway and utility improvements for the next phase of Fairbourne Station. Under the agreement, Avenue Consultants will perform all traffic modeling necessary to secure permits from UDOT and UTA for the new signal at 3030 West. Avenue will also provide surveys and other information required to begin the final design. This contract covers the cost to complete a 30% design on proposed roadway and utility improvements. Final design will be included in a separate agreement.

**Recommendation:**

Authorize and Execute the Agreement

**Submitted By:**

Dan Johnson, P.E., City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT WITH AVENUE CONSULTANTS, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 2 OF FAIRBOURNE STATION.**

**WHEREAS**, West Valley City wishes to contract with a professional engineering firm to provide traffic analysis and preliminary design services for Phase 2 of the Fairbourne Station development; and

**WHEREAS**, Avenue Consultants, Inc., (hereinafter "Avenue") is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the City; and

**WHEREAS**, an agreement has been prepared for execution by and between West Valley City and Avenue, a copy of which is attached hereto and entitled "Professional Services Agreement, Fairbourne Station – Phase 2 Engineering Design" (hereinafter the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties 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 enter into the Agreement with Avenue for professional services;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Agreement with Avenue is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in 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, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**West Valley City  
Professional Services Agreement  
Fairbourne Station – Phase 2 Engineering Design**

---

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), located at 3600 Constitution Boulevard, West Valley City, Utah, and Avenue Consultants, Inc. (hereinafter “Avenue”), with a location of 6575 S. Redwood Road, Ste. 101, Taylorsville, Utah 84123.

**WITNESSETH :**

**WHEREAS**, the CITY wishes to contract with a professional engineering firm to prepare engineering and construction documents for Fairbourne Station intersections, and roadway improvements on 3500 South from 3200 West to Constitution Boulevard, in West Valley City (hereinafter the “Project”); and

**WHEREAS**, Avenue is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the CITY; and

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

**AGREEMENT :**

1. **Avenue’s Obligations.** Avenue agrees to provide engineering services for Phase 2 of development of the Fairbourne Station area consisting of onsite design elements, survey control, mapping, and design to 30% completion, as outlined below:
  - A. **Meetings and Project Management.**
    - i. **Meetings.** Avenue will attend up to 5 meetings and/or site visits as necessary to discuss project goals, schedules and other information in conjunction with the development and implementation of the Project.
    - ii. **Project Management.** Avenue will perform administrative tasks associated with the Project, including team coordination to allocate and manage team resources.
  - B. **Topographic and ALTA Survey; and Existing / Proposed Utility Coordination.**
    - i. Avenue will review previously collected information on existing utilities and existing topography and incorporate these into the onsite and offsite plan sets.

ii. Avenue will provide an ALTA/ACSM Land Title Survey for the Project area, including Salt Lake County Parcel Tax IDs 15-33-103-009, 15-33-103-010, 15-33-103-011, 15-33-103-012, 15-33-103-013, 15-33-103-014, 15-33-103-015, 15-33-103-020, 15-33-103-021, 15-33-103-023, 15-33-103-024, 15-33-104-002, 15-33-104-003, 15-33-104-004, 15-33-104-005, 15-33-104-011, 15-33-104-012, 15-33-104-013, 15-33-104-014, 15-33-126-028, 15-33-126-042, according to the current 2011 ALTA/ACSM standards and which will include: monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses; flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only; gross land area and other areas if specified; vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified; exterior dimensions of all buildings at ground level; substantial features observed in the process of conducting the surveys such as parking lots, billboards, signs, swimming pools, landscaped areas, etc.; striping number and type (e.g. handicapped, motorcycle, regular parking, etc.) of parking spaces in parking areas, lots and structures; location of utilities (such as railroad tracks, spurs and sidings, manholes, catchbasins, valve vaults and other surface indications of subterranean uses, wires and cables (including their function if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property; without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and utility company installations on the surveyed property) on or serving the surveyed property as determined by observed evidence together with evidence from plans obtained from utility companies, and markings by utility companies and other appropriate sources (with reference as to the source of information); names of adjoining owners of platted lands according to current public records; observed evidence of current earth moving work, building construction, or building additions.

iii. Avenue will coordinate with utility companies throughout the Project limits to gather information to identify locations of existing utilities including Granger-Hunter Improvement District, Questar, PacifiCorp, and cable companies.

C. Geotechnical Report. Avenue will provide a geotechnical investigation including subsurface exploration, laboratory testing, and engineering analysis to provide recommendations for design and construction of 3030 West Street from 3500 South to 3590 South and an extension of Weigh Station Road (3545 South) from 3030 West to Holmberg Street (2955 West). The geotechnical investigation will include:

- i. Subsurface Exploration. Four borings drilled in the area of the proposed roadway alignment to depths of approximately 5 to 10 feet below the existing ground surface in order to observe the subsurface profile, obtain samples for laboratory testing, and to measure the depth to groundwater. Slotted PVC pipe will be installed in the borings to facilitate future measurement of the water level, if encountered.
  - ii. Laboratory Testing. A laboratory testing program to determine the following characteristics of the subsurface soil: classification; moisture content; dry density; consolidation; strength; water soluble sulfates; moisture-density relationship (Proctor) test; California bearing ratio test.
  - iii. Engineering Analysis. Analysis of results of the field and laboratory investigations to determine the following items: characterize the subsurface soils; determine the suitability of the subsurface soils for use in support of the pavements and improvements; provide pavement recommendations; provide recommendations for construction on the on-site soil; drainage considerations; seismic characteristics; suitability of the on-site soil for use as fill; recommendations for imported fill; fill material compaction criteria; site-specific liquefaction analysis.
  - iv. Report. A report summarizing the information obtained from the study and presenting conclusions and recommendations. The study will be conducted under the supervision of a registered professional engineer.
- D. Landscape Construction Documents 30% Design. Avenue will provide assistance on development site planning and collaborate with the CITY to lay out streets, walks, public spaces in support of private development and Utah Transit Authority (hereinafter "UTA") Bus/Platform routing. This phase will include conceptual submittals up to a 30% design. Avenue will collaborate with UTA to develop unique design for up to three BRT stations along the new MAX BRT alignment, which design will include:
- i. Transit Station Concept. In collaboration with CITY and UTA, develop a single preliminary design for the three BRT stations along the new MAX BRT alignment, which will include development of three concepts for review, including design of the following key elements: standard BRT platform; standard platform passenger amenities; custom BRT canopy.
  - ii. Project Landscape Architecture.
    - a. Landscape design for 3030 West ROW. Develop a preliminary planting plan scheme for the following, with irrigation deferred until final design: entry feature and ROW design from 3300 South

to approximately 3560 South; ROW design from approximately 3560 South to 3590 South (Lehman Drive).

- b. Landscape design for 3560 South ROW. Develop a preliminary planting scheme for the following, with irrigation deferred until final design: ROW design for 3560 South from the new 3030 West, westward into Fairbourne Station property.
  - iii. Project Urban Design. Coordinate with CITY to update district design guidelines where needed to accommodate vision of the improvements. The following features are anticipated: custom BRT canopy; aesthetic upgrades to walks/BRT platforms; amenities such as benches.
- E. Traffic Evaluation. Avenue will provide traffic engineering services to West Valley City for the proposed signalized intersection at 3030 West & 3500 South, improvements along 3500 South (to eliminate a portion of the center-running BRT to accommodate proposed intersection), and adjacent signal improvements as necessary to accommodate the proposed intersection. Additionally, Avenue will evaluate the operations at Market Street & 3500 South and at 3200 West & 3500 South to determine if improvements are appropriate. This portion of the project will be broken into three tasks; Existing Conditions, Future Conditions, and Improvement Concept Validation. This support will include the following tasks:
- i. Existing Conditions. Avenue will continue the evaluation of the proposed traffic signal at 3030 West & 3500 South that was initiated in the preliminary scope of work. As part of this effort, Avenue will finalize the existing conditions model (AM & PM peak periods), to assure accurate representation of the current traffic conditions. We will evaluate the existing conditions of the study interchange and report the delay / level of service (LOS) at the main study interchange and adjacent signalized intersections.
  - ii. Future Conditions. Avenue will verify the future volumes that were developed for the original traffic impact study and will adjust them based on current volumes and the most recent travel demand model growth projections. Avenue will then develop future conditions (2030 or 2040) no-build VISSIM models (AM & PM peak periods) that will be used as a baseline to compare to the improvement concepts. Additionally, they will be used to validate the implementation of a new signal at 3030 West & 3500 South.
  - iii. Improvement Concept Validation. Avenue will utilize the future no-build models to develop 3 variations of the improvement concept (adding a signal at 3030 West & 3500 South) to understand how it will operate relative to the adjacent signals (during the AM & PM peak periods). It

will also be used to verify the impact of a new signal on corridor operations. The variations will include lane configurations on the south leg to accommodate BRT stations, acceleration lane lengths for the northbound left turn, and different signal operational strategies. It will also include operations (BRT and vehicular traffic) and potential improvement opportunities at 3200 West and at Market Street. The final iteration will be used to help in discussions with UDOT and in the approval of the signalized access. It will also be used to provide the correct geometry (lane configurations, acceleration lengths, etc.) for the design efforts.

F. Offsite Signal and Roadway Design Elements. Avenue will provide design services to West Valley City for the proposed signalized intersections at 3030 West & 3500 South, improvements along 3500 South (to eliminate center-running BRT to accommodate proposed intersection) from 3200 West to Constitution Boulevard (2700 West), and adjacent signal improvements (3200 West and Market Street) as necessary to accommodate the proposed intersection and BRT operation. This portion of the project will be broken into five tasks; Scoping, 30% Design, 90% Design, and Final Design (90% and Final Design to be completed as part of a separate scope). This support will include the following tasks:

- i. Scoping, Coordination, and Conceptual Designs. Avenue will develop a conceptual design plan (horizontal layout only) for the proposed signalized intersection at 3030 West & 3500 South, improvements along 3500 South (from 3200 West to Constitution) to eliminate center-running BRT in sections as determined by the study team), and adjacent signal improvements. Avenue will coordinate with West Valley City and UDOT to understand the needs as necessary to accommodate the proposed improvements. In an effort to gain approval from UDOT and UTA, Avenue will lay out up to three conceptual horizontal layouts to show variations in design.
- ii. 30% Design. A 30% design will be developed by Avenue which will be used to discuss the new proposed intersection geometry and 3500 South roadway geometry from 3200 West to Constitution Boulevard and gain approval from West Valley City and UDOT. This is a critical step in the process to eliminate the need to come back to geometry later in the design efforts, which can be detrimental to the Project schedule. The plan set will include the following items:
  - a. One scroll plot with proposed geometry (from survey) including existing topography, surveyed utilities, proposed roadway geometry (intersection and roadway layouts), horizontal and vertical alignments/curves, and medians.
  - b. A simple profile of the new roadway and typical section.

- c. An initial look into utility design and coordination specifically identifying existing storm and sewer elevations to verify depths that will be critical to the site layout and development. Included in this effort will be an initial storm and sewer layout to identify potential conflicts. Storm drain catch basin / pipe sizes and sewer pipe sizes will be provided by West Valley City.
  - d. Preparation of a site "base drawing" that considers the horizontal placement of the most major design elements including curb, gutter, paving, wet utilities, PUEs, signal poles, etc.
  - e. Addressing one round of comments regarding the proposed horizontal design.
  
- 2. **Project Schedule.** Avenue shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the execution of this Agreement, which completion time may be extended by the CITY, at the CITY's sole discretion.
  
- 3. **CITY's Obligations.** In consideration for the work performed by Avenue, as set forth in Sections 1 and 2 above, the CITY agrees to pay Avenue for the cost of services up to a maximum fee of One Hundred Forty Five Thousand One Hundred Eleven and 30/100 Dollars (\$145,111.30).
  
- 4. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:
  - A. Avenue completes the work set forth in this Agreement.
  - B. The CITY has paid Avenue the maximum compensation amount of One Hundred Forty Five Thousand One Hundred Eleven and 30/100 Dollars (\$145,111.30).
  
- 5. **Termination.**
  - A. In the event Avenue fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon Avenue, and if Avenue fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to Avenue. Upon such termination, Avenue shall immediately cease its performance of this Agreement and the City shall determine and pay to Avenue the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Avenue shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by Avenue.

- B. The CITY also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Avenue. Upon receipt of such notice, Avenue shall immediately cease work. Payment to Avenue shall be made for work performed prior to receipt by Avenue of such termination notice, and Avenue shall have no claim for loss of anticipated profits or any additional compensation.
- C. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Avenue, Avenue may serve written notice thereof upon the CITY, and, if the CITY fails within a period of seven (7) working days thereafter to correct such failure, Avenue may terminate this Agreement upon written notice to the CITY. Avenue accepts no liability in such circumstances for damages or delays that result from suspension of work by the CITY.
6. **CITY Representative.** The CITY hereby appoints Russ Willardson or his designee as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Avenue is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Avenue understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by Avenue, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Avenue.
7. **Additional Conditions.**
- A. CITY will furnish all applicable criteria and operating standards needed to meet CITY requirements.
- B. **Responsibility for Consultants.** Avenue shall be responsible for all of Avenue's consultants and sub-consultants of any tier for the services set forth in this Agreement. Avenue shall be solely responsible for compensation due to consultants and sub-consultants at any tier for the services set forth in this Agreement. Avenue shall indemnify, defend, and hold the City harmless from any claims, damages or expenses related to Avenue's consultants or sub-consultants of any tier resulting from performance under this Agreement.
- C. **Responsibility for Documents.** Notwithstanding any approval from the CITY of the documents prepared by Avenue pursuant to this Agreement, Avenue and Avenue's consultants and sub-consultants shall be solely responsible for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws,

ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the CITY, if any. Avenue shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by Avenue, Avenue's consultants, or their sub-consultants of any tier.

- D. **Instruments of Service.** The CITY and Avenue acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad 2008 or compatible or similar files) prepared by Avenue or by Avenue's consultants or its sub-consultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. Avenue represents and warrants that Avenue owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, Avenue hereby assigns to the CITY ownership of all Instruments of Service and hereby assigns to the CITY all common law, statutory, or other reserved rights, including all copyrights that Avenue has in the Instruments of Service. Avenue shall require similar assignment by its consultants and sub-consultants of any tier to the CITY. At the completion of the Project or upon termination of this Agreement, whichever occurs first, Avenue, its consultants, and sub-consultants at any tier shall promptly deliver reproducible files (including AutoCad 2008 or compatible or similar files) to the CITY including all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the CITY for any project other than the Project will be at the CITY's sole risk, and Avenue, its consultants, and sub-consultants shall not be liable.
8. **Independent Contractor.** It is understood and agreed that Avenue is an independent contractor, and that the officers and employees of Avenue shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
9. **Conflict of Interest.** Avenue warrants that no City employee, official, or agent has been retained by Avenue to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Avenue, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** Avenue agrees to indemnify, defend, and hold the CITY harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the CITY for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise,

resulting from the Avenue's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of Avenue and/or Avenue's consultants, sub-consultants of any tier, representatives, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the CITY. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY.

Avenue will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

|    |  |                            |
|----|--|----------------------------|
| A) | Worker's Compensation<br>State<br>Employer's Liability                         | Statutory<br>\$100,000     |
| B) | Commercial General Liability<br>Bodily Injury and Property Damage<br>Aggregate | \$2,000,000<br>\$4,000,000 |
| C) | Automobile Liability<br>Per-Occurrence Limit                                   | \$2,000,000                |
| D) | Professional Liability   | \$2,000,000                |

11. **Sub-contract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.

17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Avenue: Avenue Consultants, Inc.  
Attn: Melvin Bodily, Principal  
6575 S. Redwood Rd, Ste. 101  
Taylorsville, Utah 84123  
Telephone: (801) 207-7660  
Facsimile: (801) 207-7641

If to the CITY: West Valley City Public Works Department  
Attn: Dan Johnson, City Engineer  
3600 South Constitution Blvd.  
West Valley City, Utah 84119  
Telephone: (801) 963-3318  
Facsimile: (801) 963-3540

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

*(Signatures follow on the next page.)*

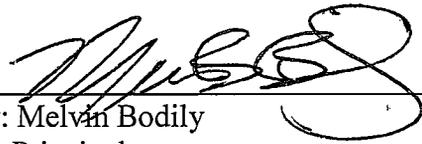
WEST VALLEY CITY

\_\_\_\_\_  
Ron Bigelow, Mayor

ATTEST:

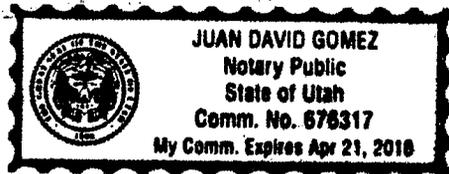
\_\_\_\_\_  
Sheri McKendrick, City Recorder

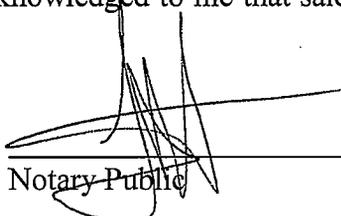
AVENUE CONSULTANTS, INC.

  
\_\_\_\_\_  
By: Melvin Bodily  
Its: Principal

STATE OF UTAH            )  
  : ss.  
COUNTY OF SALT LAKE )

On this 1 day of DECEMBER, 2014, personally appeared before me MELVIN B. BODILY, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the PRINCIPAL [title] of Avenue Consultants, Inc., and that this Professional Services Agreement was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.



  
\_\_\_\_\_  
Notary Public

NEW HIGH-T INTERSECTION  
TO USE EXISTING BRT LANES  
-(WESTBOUND TRAFFIC UNIMPEDED)

3500 SOUTH

NEW UTA  
BUS RAPID TRANSIT  
(B.R.T.) STATION

PROPOSED ROADWAY IMPROVEMENTS  
-NEW ROAD - 3030 WEST  
-EXTEND WEIGH STATION ROAD  
-RECONSTRUCT A SEGMENT OF LEHMAN AVE

PROPOSED UTA B.R.T.  
WESTBOUND ROUTE

WEIGH STATION ROAD

PROPOSED 3030 WEST

THREE MILL LANE

RELOCATED B.R.T.  
STATION

FUTURE IMPROVEMENTS  
ON MARKET STREET AND  
LEHMAN AVENUE

PROPOSED UTA B.R.T.  
EASTBOUND ROUTE

LEHMAN AVENUE

FUTURE ROAD  
EXTENSION

# FAIRBOURNE STATION PHASE 2 ROADWAY IMPROVEMENTS

3650 SOUTH

MARKET STREET

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$119,600  
**Funding Source:** Road Impact Fees  
**Account No:** 31-7580-40750-75152-0000

**Budget Opening Required: Yes**

**Issue:**

Professional Services Agreement – Horrocks Engineers

**Synopsis:**

A professional services agreement to study the Parkway Blvd roadway corridor from 5600 West to 7200 West.

**Background:**

Parkway Boulevard is a major east-west corridor through the northern half of the city, extending from 8000 West to Redwood Road. Roadway improvements on Parkway Boulevard east of 5600 West are largely complete, while the segment between 5600 West and 7200 West still require substantial improvements and capital expenditures.

Horrocks Engineers is being hired to study the roadway corridor on Parkway Boulevard from 5600 West to 7200 West to enable the city to make decisions on future capital improvement projects.

The study will include a broad variety of topics including, traffic analysis and capacity recommendations, topographical survey, initial utility investigation and drainage planning. Included in the scope of work is the preparation and execution of a public involvement meeting to understand the public’s perspective on potential roadway improvements.

Based on findings and recommendations in the study, the Public Works Department intends to plan future capital improvement projects.

**Recommendation:**

Authorize and Execute the Agreement

**Submitted By:**

Dan Johnson, P.E., City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH HORROCKS ENGINEERS, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PARKWAY BOULEVARD RECONSTRUCTION PROJECT.**

**WHEREAS**, West Valley City is in the process of designing a roadway reconstruction project on Parkway Boulevard (2700 South) from 5600 West to 7200 West (hereinafter the "Project"); and

**WHEREAS**, the City desires to contract with a professional engineering firm to perform a roadway corridor survey, investigate utilities and wetlands, and assist with traffic modeling, drainage planning, and other aspects of the Project; and

**WHEREAS**, Horrocks Engineers, Inc. (hereinafter "Horrocks"), is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the City; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Horrocks, a copy of which is attached hereto and entitled "West Valley City Professional Services Agreement, Roadway Corridor Study," (hereinafter the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to enter into the Agreement with Horrocks for professional services;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement with Horrocks is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in 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 \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**West Valley City  
Professional Services Agreement  
Roadway Corridor Study**

---

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), located at 3600 Constitution Boulevard, West Valley City, Utah, and Horrocks Engineers, a Utah corporation (hereinafter “Horrocks”), with a location of 2162 W. Grove Parkway, Ste. 400, Pleasant Grove, Utah.

**W I T N E S S E T H :**

**WHEREAS**, the CITY is currently in the process of designing a roadway reconstruction project on Parkway Boulevard (2700 South) and from 5600 West to 7200 West (hereinafter the “Project”); and

**WHEREAS**, the CITY desires to contract with a professional engineering firm to assist the CITY with engineering tasks, concept development, project management and public involvement for the Project; and

**WHEREAS**, Horrocks is a professional engineering and surveying firm that has the qualifications, expertise, and desire to provide the necessary services to the CITY; and

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

**A G R E E M E N T :**

1. **Horrock’s Obligations.** Horrocks agrees to perform the work necessary to complete the following tasks as outlined below:
  - a. **Project Management and Coordination.** Ensure that project budget and schedule goals are being met; provide weekly progress updates to the CITY; meet monthly with the CITY to update current findings.
  - b. **Traffic Data Collection.** Perform traffic counts, including vehicle types and speeds, at six (6) locations including 6400 West to the north and to the south of Parkway Boulevard; east of 7200 West; west of 6400 West; east of 6400 West; west of 5600 West; and regarding turning movements at three (3) intersections including 7200 West, 6400 West, and 5600 West.

- c. Environmental Investigation. Preliminary wetland investigation to determine possible areas of concern.
- d. Topographical Survey. Full topographic survey of the corridor including control (7200 West to 5600 West), including 80' out from roadway corridor or to first structure; field work, setting control and gathering points; office work, processing points and creating drawing.
- e. SUE Investigation. Quality Level "C" reports and documentation; designating; production of utility base map drawing.
- f. Roadway Concept Development. Produce eight (8) full-width roadway typical section options/concepts covering various roadway segments and possible different future phases; provide recommendations for current and future phase construction; work with CITY staff to establish one current phase option and one future phase option, which may include a mixture of concepts throughout the corridor; provide preliminary plan-view linework for a current option and for a future option.
- g. Traffic Modeling. Travel demand modeling for two (2) scenarios (current and 2040 with Mountain View Parkway); micro-simulation for six (6) areas (synchro modeling); documentation and report.
- h. Drainage Planning. Project meetings and criteria development; gather existing information/conditions; hydraulic/hydrologic modeling; evaluate and optimize drainage design; plan production.
- i. Public Involvement Meeting. Prepare meeting materials including display boards and printed information materials. Three (3) Horrocks staff members will assist West Valley City with the meeting.
- j. Deliverables and City's Right to Reject. Horrocks shall provide the City with the deliverables for subsections a-i of this Section 1, which the City may reject and withhold payment for the following:
  - (i) If the deliverables do not conform to the standards set forth in this Agreement.
  - (ii) If the deliverables contain errors or omissions.
  - (iii) If the deliverables are unusable or otherwise incompatible with the Project.
  - (iv) If the deliverables are, in any way, substandard from the expectations set forth by the City.

- k. Additional Tasks at The Request of CITY. Horrocks agrees to perform any additional tasks, not specifically stated herein, requested by CITY in conjunction with this Project.
  
2. Project Schedule. Horrocks shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the Notice to Proceed, which completion time may be extended by the CITY, at the CITY's sole discretion.
  
3. CITY's Obligations.
  - a. In consideration for the work performed by Horrocks, as set forth in Sections 1 and 2 above, the CITY agrees to pay Horrocks for the cost of services up to a maximum fee of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600).
  
4. Term of Agreement. This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:
  - a. Horrocks completes the work set forth in this Agreement.
  - b. The CITY has paid Horrocks the maximum compensation amount of One Hundred Nineteen Thousand Six Hundred Dollars (\$119,600).
  
5. Termination.
  - a. In the event Horrocks fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon Horrocks, and if Horrocks fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to Horrocks. Upon such termination, Horrocks shall immediately cease its performance of this Agreement and the CITY shall determine and pay to Horrocks the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Horrocks shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by Horrocks.
  - b. The CITY also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Horrocks. Upon receipt of such notice, Horrocks shall immediately cease work. Payment to Horrocks shall be made for work performed prior to receipt by

Horrocks of such termination notice. Horrocks shall have no claim for loss of anticipated profits or any additional compensation.

- c. In the event the CITY fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Horrocks, Horrocks may serve written notice thereof upon the CITY, and, if the CITY fails within a period of seven (7) working days thereafter to correct such failure, Horrocks may terminate this Agreement upon written notice to the CITY. Horrocks accepts no liability in such circumstances for damages or delays that result from suspension of work by the City.
6. **CITY Representative.** The CITY hereby appoints Dan Johnson as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Horrocks is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Horrocks understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by Horrocks, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Horrocks.
7. **Additional Conditions.**
- a. CITY will furnish all applicable criteria and operating standards needed to meet CITY requirements.
  - b. The originals of drawings, calculations and other data will remain Horrocks' property whether the Project is completed or not. Reproducible copies of ALL data will be furnished to the CITY for the CITY's unlimited use or distribution.
  - c. **Responsibility for Consultants.** Horrocks shall be responsible for all of Horrocks' consultants and subconsultants of any tier for the services set forth in this Agreement. Horrocks shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement. In addition, Horrocks shall indemnify, defend, and hold the City harmless for claims made by Horrocks' consultants and/or subconsultants of any tier related to the Project.
  - d. **Responsibility for Documents.** Notwithstanding any approval from the CITY of the documents prepared by Horrocks pursuant to this Agreement, Horrocks and Horrocks' consultants shall be solely responsible, as measured by the City and regional engineers and general engineering standards, for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the

improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project; and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the CITY, if any. Horrocks shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by Horrocks, Horrocks' consultants, or their subconsultants of any tier.

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

9. **Conflict of Interest.** Horrocks warrants that no City employee, official, or agent has been retained by Horrocks to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Horrocks, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

10. **Indemnification and Insurance.** Horrocks agrees to indemnify, defend, and hold the CITY harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the CITY for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from the Horrocks' performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of Horrocks and/or Horrocks' consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the CITY. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY.

Horrocks will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

- 1) Worker's Compensation
 

|                      |           |
|----------------------|-----------|
| State                | Statutory |
| Employer's Liability | \$100,000 |
  
- 2) Commercial General Liability

Bodily Injury and Property Damage \$2,000,000  
Aggregate \$4,000,000

3) Automobile Liability  
Per-Occurrence Limit \$2,000,000

4) Professional Liability \$2,000,000

11. **Subcontract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Horrocks: Horrocks Engineers, Inc.  
Attn: Thomas Hart, P.E.  
2162 W. Grove Parkway, Ste. 400  
Pleasant Grove, Utah 84062  
Telephone: (801) 763-5100  
Facsimile: (801) 763-5101

If to the CITY: West Valley City Public Works Department  
Attn: Dan Johnson, City Engineer

3600 South Constitution Blvd.  
West Valley City, Utah 84119  
Telephone: (801) 963-3318  
Facsimile: (801) 963-3540

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

\_\_\_\_\_  
Ron Bigelow, Mayor

ATTEST:

\_\_\_\_\_  
Sheri McKendrick, City Recorder

HORROCKS ENGINEERS, INC.

*James R. Horrocks*  
\_\_\_\_\_  
By: JAMES R HORROCKS  
Its: PRESIDENT

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On this 26<sup>th</sup> day of November, 2014, personally appeared before me James R. Horrocks, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the President [title] of Horrocks Engineers, a Utah corporation, and that this Professional Services Agreement was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

*Lisa Whitehead*  
\_\_\_\_\_  
Notary Public



**Item:** \_\_\_\_\_

**Fiscal Impact:** \$1,057,464.97

**Funding Source:** Office Supplies

**Account #:** 10-6511-40240-00000-0000

**Budget Opening Required:**

**ISSUE:**

Recent events involving interactions between police officers and members of the public have given rise to a recommendation that jurisdictions equip their law enforcement personnel with body-worn cameras.

**SYNOPSIS:**

The West Valley City Police Department has identified a need to equip its police officers with body-worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency.

After extensive field testing of six (6) different camera units obtained from five (5) different vendors, the Police Department has determined the following criteria as being essential to pursuing purchase of this new platform:

- Head mounted - *"It sees what the user sees."*
- Eye protection - *Consistent with current training*
- Video Buffering
- Real-time user verification
- Quality low light recording capability
- Hi-resolution video recording
- Flexible mounting platform
- Integrated RMS interface that allows for seamless and consistent uploading and tagging of videos
- Cloud-based storage
- Ability to recover deleted videos
- Tiered user/administrator access
- Updating & Warranty
- Vendor stability

After consideration of the identified needs, one vendor - Taser International, possessed all of the desired features in their Axon Flex product.

Additionally, the Police Department was previously familiar with the Taser Axon Flex product having previously acquiring 15 units for field testing and deployment through the Valley Police Alliance.

In consideration of the fact that the Axon Flex Body-cam offered through Taser International was the only system that met all of the identified requirements deemed essential for a Body-worn camera platform for the Police Department, we recommend the City authorize a purchase of 175 units through Taser International via a "sole source" purchase agreement.

**BACKGROUND:**

Body-worn cameras can help improve the high-quality public service expected of police officers and promote the perceived legitimacy and sense of procedural justice that communities have about their police departments. Furthermore, departments that are already deploying body-worn cameras have reported that the presence of cameras often improves the performance of officers as well as the conduct of the community members who are recorded. This is an important advance in policing. And, when officers or members of the public break the law or behave badly, body-worn cameras can create a public record that allows the entire community to see what really happened.

At the same time, the fact that both the public and the police increasingly feel the need to videotape every interaction can be seen both as a reflection of the times and as an unfortunate commentary on the state of police-community relationships in some jurisdictions. As a profession, policing has come far in developing and strengthening relationships with the communities they serve. Body-worn cameras can increase transparency and accountability by preserving an exact record of interactions occurring between the police and public.

**RECOMMENDATION:**

It is recommended that the Council approve this purchase.

**SUBMITTED:**

Lee W. Russo, Chief of Police

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF  
TASER AXON FLEX BODY CAMERAS FOR USE BY THE  
POLICE DEPARTMENT.**

**WHEREAS**, recent events involving interactions between police officers and members of the public have given rise to a recommendation that jurisdictions equip their law enforcement personnel with body worn cameras; and

**WHEREAS**, the City has identified a need to equip its police officers with body worn cameras as part of its continuing effort to improve transparency, protect its members from false and frivolous claims, and increase efficiency; and

**WHEREAS**, after careful consideration and study, the City determines that Taser International is a sole source vendor for body cameras that possess all the essential, desired features of a body camera; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to authorize the purchase of software from Taser International for use by the Police Department.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the City is hereby authorized to purchase cameras, accessories, software and service from Taser International for an amount not to exceed \$1,057,464.97, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to final approval of the documents by the City Manager and the City Attorney's Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day  
of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

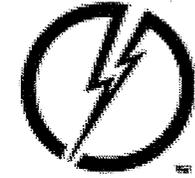
\_\_\_\_\_  
CITY RECORDER

# TASER International

Protect Truth

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax:

**Lee Russo**  
 (801) 963-3255  
 (801) 955-4101  
 lee.russo@wvc-ut.gov



# TASER

## Quotation

**Quote:** Q-20266-6  
**Date:** 12/3/2014 12:09 PM  
**Quote Expiration:** 12/19/2014  
**Contract Start Date\*:** 1/1/2015  
**Contract Term:** 5 years

**Bill To:**  
 West Valley City Police Dept. - UT  
 3600 S. Constitution Boulevard  
 West Valley City, UT 84119  
 US

**Ship To:**  
 Lee Russo  
 West Valley City Police Dept. - UT  
 5315 W. 3100 S.  
 West Valley City, UT 84120  
 US

| SALESPERSON  | PHONE | EMAIL             | DELIVERY METHOD | PAYMENT METHOD |
|--------------|-------|-------------------|-----------------|----------------|
| David Fowers |       | dfowers@taser.com | Fedex - Ground  | Net 30         |

\*Note this will vary based on the shipment date of the product.

Due Net 30

| QTY    | ITEM # | DESCRIPTION  | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|--------|--------|--|------------|-----------------------|---------------|----------------|
| 190    | 73030  | CAMERA SYSTEM, AXON FLEX                                   | 599.00     | USD 113,810.00        | USD 58,985.13 | USD 54,824.87  |
| 190    | 73036  | CONTROLLER, HOLSTER, BELT CLIPS, FLEX                      |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 24     | 70026  | EVIDENCE.COM DOCK, AXON SIX BAY                            | 1495.00    | USD 35,880.00         | USD 30,139.20 | USD 5,740.80   |
| 190    | 85079  | TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT | 36.00      | USD 6,840.00          | USD 0.00      | USD 6,840.00   |
| 24     | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK                | 35.00      | USD 840.00            | USD 0.00      | USD 840.00     |
| 190    | 85078  | ULTIMATE EVIDENCE.COM ANNUAL PAYMENT                       | 660.00     | USD 125,400.00        | USD 16,492.00 | USD 108,908.00 |
| 3,800  | 85401  | INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE              |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 1      | 85055  | PREMIUM PLUS SERVICE                                       | 15000.00   | USD 15,000.00         | USD 0.00      | USD 15,000.00  |
| 19,000 | 85035  | EVIDENCE.COM STORAGE                                       | 1.50       | USD 28,500.00         | USD 5,130.00  | USD 23,370.00  |
| 3      | 73030  | CAMERA SYSTEM, AXON FLEX                                   |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 6      | 89101  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT          | 468.00     | USD 2,808.00          | USD 0.00      | USD 2,808.00   |
| 90     | 85301  | INCLUDED STORAGE, 15 GBS PER PRO LICENSE                   |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 175    | 73034  | OAKLEY FLAK JACKET® KIT, FLEX                              | 149.95     | USD 26,241.25         | USD 13,119.75 | USD 13,121.50  |

| QTY                          | ITEM # | DESCRIPTION                                      | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|------------------------------|--------|--|------------|-----------------------|---------------|----------------|
| 190                          | 73009  | COLLAR/VERSATILE/CAP MOUNT, FLEX                 |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 190                          | 85100  | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT | 240.00     | USD 45,600.00         | USD 11,400.00 | USD 34,200.00  |
| <b>Due Net 30 Total:</b>     |        |  |            |                       |               | USD 400,919.25 |
| <b>Due Net 30 Net Price:</b> |        |  |            |                       |               | USD 265,653.17 |

Year 2--Due in 2015

| QTY                                   | ITEM # | DESCRIPTION  | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|---------------------------------------|--------|--|------------|-----------------------|---------------|----------------|
| 19,000                                | 85035  | EVIDENCE.COM STORAGE                                       | 1.50       | USD 28,500.00         | USD 0.00      | USD 28,500.00  |
| 190                                   | 85079  | TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT | 36.00      | USD 6,840.00          | USD 0.00      | USD 6,840.00   |
| 190                                   | 85078  | ULTIMATE EVIDENCE.COM ANNUAL PAYMENT                       | 660.00     | USD 125,400.00        | USD 0.00      | USD 125,400.00 |
| 3,800                                 | 85401  | INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE              |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 6                                     | 89201  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT          | 468.00     | USD 2,808.00          | USD 0.00      | USD 2,808.00   |
| 90                                    | 85301  | INCLUDED STORAGE, 15 GBS PER PRO LICENSE                   |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 190                                   | 85100  | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT           | 240.00     | USD 45,600.00         | USD 11,400.00 | USD 34,200.00  |
| <b>Year 2--Due in 2015 Total:</b>     |        |  |            |                       |               | USD 209,148.00 |
| <b>Year 2--Due in 2015 Net Price:</b> |        |  |            |                       |               | USD 197,748.00 |

Year 3--Due in 2016

| QTY                                   | ITEM # | DESCRIPTION  | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|---------------------------------------|--------|--|------------|-----------------------|---------------|----------------|
| 19,000                                | 85035  | EVIDENCE.COM STORAGE                                       | 1.50       | USD 28,500.00         | USD 0.00      | USD 28,500.00  |
| 190                                   | 85079  | TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT | 36.00      | USD 6,840.00          | USD 0.00      | USD 6,840.00   |
| 190                                   | 85078  | ULTIMATE EVIDENCE.COM ANNUAL PAYMENT                       | 660.00     | USD 125,400.00        | USD 0.00      | USD 125,400.00 |
| 3,800                                 | 85401  | INCLUDED STORAGE, 20 GBS PER ULTIMATE LICENSE              |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 6                                     | 89301  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT          | 468.00     | USD 2,808.00          | USD 0.00      | USD 2,808.00   |
| 90                                    | 85301  | INCLUDED STORAGE, 15 GBS PER PRO LICENSE                   |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 190                                   | 85100  | EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT           | 240.00     | USD 45,600.00         | USD 11,400.00 | USD 34,200.00  |
| <b>Year 3--Due in 2016 Total:</b>     |        |  |            |                       |               | USD 209,148.00 |
| <b>Year 3--Due in 2016 Net Price:</b> |        |  |            |                       |               | USD 197,748.00 |

Year 4--Due in 2017

| QTY    | ITEM # | DESCRIPTION          | UNIT PRICE | Total Before Discount | DISC (\$) | NET TOTAL     |
|--------|--------|----------------------|------------|-----------------------|-----------|---------------|
| 19,000 | 85035  | EVIDENCE.COM STORAGE | 1.50       | USD 28,500.00         | USD 0.00  | USD 28,500.00 |

| QTY                                   | ITEM # | DESCRIPTION  | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|---------------------------------------|--------|--|------------|-----------------------|---------------|----------------|
| 190                                   | 85079  | TASER ASSURANCE PLAN ETM/<br>EVIDENCE.COM DOCK ANNUAL<br>PAYMENT | 36.00      | USD 6,840.00          | USD 0.00      | USD 6,840.00   |
| 190                                   | 85078  | ULTIMATE EVIDENCE.COM ANNUAL<br>PAYMENT                          | 660.00     | USD 125,400.00        | USD 0.00      | USD 125,400.00 |
| 3,800                                 | 85401  | INCLUDED STORAGE, 20 GBS PER<br>ULTIMATE LICENSE                 |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 6                                     | 89401  | PROFESSIONAL EVIDENCE.COM<br>LICENSE: YEAR 4 PAYMENT             | 468.00     | USD 2,808.00          | USD 0.00      | USD 2,808.00   |
| 90                                    | 85301  | INCLUDED STORAGE, 15 GBS PER PRO<br>LICENSE                      |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 190                                   | 85100  | EVIDENCE.COM INTEGRATION<br>LICENSE: ANNUAL PAYMENT              | 240.00     | USD 45,600.00         | USD 11,400.00 | USD 34,200.00  |
| <b>Year 4--Due in 2017 Total:</b>     |        |  |            |                       |               | USD 209,148.00 |
| <b>Year 4--Due in 2017 Net Price:</b> |        |  |            |                       |               | USD 197,748.00 |

Year 5--Due in 2018

| QTY                                   | ITEM # | DESCRIPTION  | UNIT PRICE | Total Before Discount | DISC (\$)     | NET TOTAL      |
|---------------------------------------|--------|--|------------|-----------------------|---------------|----------------|
| 190                                   | 85078  | ULTIMATE EVIDENCE.COM ANNUAL<br>PAYMENT                          | 660.00     | USD 125,400.00        | USD 0.00      | USD 125,400.00 |
| 190                                   | 85079  | TASER ASSURANCE PLAN ETM/<br>EVIDENCE.COM DOCK ANNUAL<br>PAYMENT | 36.00      | USD 6,840.00          | USD 0.00      | USD 6,840.00   |
| 3,800                                 | 85401  | INCLUDED STORAGE, 20 GBS PER<br>ULTIMATE LICENSE                 |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 19,000                                | 85035  | EVIDENCE.COM STORAGE   | 1.50       | USD 28,500.00         | USD 0.00      | USD 28,500.00  |
| 6                                     | 89501  | PROFESSIONAL EVIDENCE.COM<br>LICENSE: YEAR 5 PAYMENT             | 468.00     | USD 2,808.00          | USD 0.00      | USD 2,808.00   |
| 90                                    | 85301  | INCLUDED STORAGE, 15 GBS PER PRO<br>LICENSE                      |            | USD 0.00              | USD 0.00      | USD 0.00       |
| 190                                   | 85100  | EVIDENCE.COM INTEGRATION<br>LICENSE: ANNUAL PAYMENT              | 240.00     | USD 45,600.00         | USD 11,400.00 | USD 34,200.00  |
| <b>Year 5--Due in 2018 Total:</b>     |        |  |            |                       |               | USD 209,148.00 |
| <b>Year 5--Due in 2018 Net Price:</b> |        |  |            |                       |               | USD 197,748.00 |

|   |                  |
|---|------------------|
| <b>Subtotal</b>                               | USD 1,056,645.17 |
| <b>Estimated Shipping &amp; Handling Cost</b> | USD 819.80       |

Grand Total USD 1,057,464.97

A discount of \$21,622.73 has been applied on this quote for the amount remaining for the Evidence.com service, storage, and maintenance for existing contract #967, which expires on 12/31/2017. The 15 existing licenses on contract #967 are being converted to Ultimate licenses, and will commence at the same time as the new 175 units so that all 190 units will be under the same contract.

### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at [http://www.taser.com/images/support/downloads/downloads/evidence\\_materials/Professional\\_Services\\_Agreement.pdf](http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf). If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

|                               |                     |
|-------------------------------|---------------------|
| <b>Signature:</b> _____       | <b>Date:</b> _____  |
| <b>Name (Print):</b> _____    | <b>Title:</b> _____ |
| <b>PO# (if needed):</b> _____ |                     |

Please sign and email to David Fowers at [dfowers@taser.com](mailto:dfowers@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
© 2013 TASER International, Inc. All rights reserved.

Attest:

\_\_\_\_\_  
City Recorder

**TASER International, Inc.'s Sales Terms and Conditions for the  
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)  
(Effective April 18, 2014)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock, AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").<sup>1</sup> The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in a purchase order or another communication, are expressly objected to and will not be binding on TASER.

**TASER Assurance Plan (TAP).** TAP may be purchased as part of the Ultimate Evidence.com License ("Ultimate License") tier, or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Evidence.com Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase Ultimate Licenses for a 3-year term or purchase Evidence.com services for at least 3 years on a standalone basis.

You may not buy more than one TAP for any one AXON camera/Evidence.com Dock product. TAP must be purchased for all AXON cameras/Evidence.com Docks purchased by your agency after your agency elects to participate in TAP.

**TAP Warranty Coverage.** See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at [www.TASER.com](http://www.TASER.com) ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.<sup>2</sup> TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Evidence.com Dock product.

**SPARE AXON cameras.** For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability

of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

**TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

**TAP AXON Camera Upgrade Models.** If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Evidence.com Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

**TAP Evidence.com Dock Upgrade Models.** TASER will upgrade

<sup>1</sup> These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Evidence.com Docks or as part of the Ultimate License. The Ultimate License does not include TAP coverage for

Evidence.com Docks.

<sup>2</sup> Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

**TASER International, Inc.'s Sales Terms and Conditions for the  
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)  
(Effective April 18, 2014)**

the Evidence.com Dock free of charge, with a new Evidence.com Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1<sup>st</sup> of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15<sup>th</sup> of the following month.

**TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

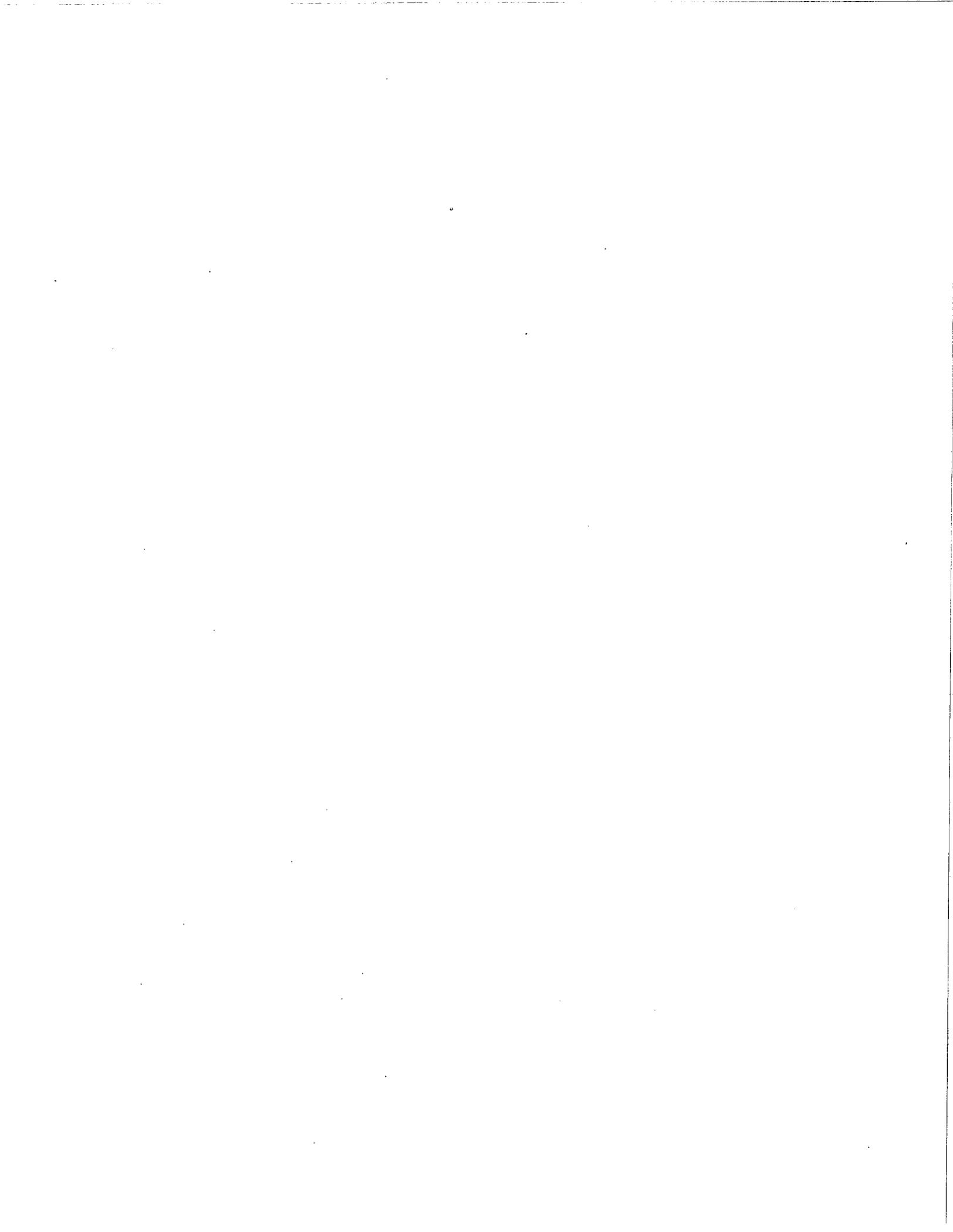
**TAP Payment Terms.** TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

**Sales Terms.** TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

**No Assignment.** You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

**Entire Agreement.** These Terms, along with the quote, sales order acknowledgement, Sales Terms and Conditions for Direct Sales to End User Purchasers, and the applicable product warranty, license and service agreements, constitute the entire agreement between the parties for the purchase of the AXON camera/Evidence.com Dock products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

AXON flex is a trademark of TASER International, Inc., and TASER and  are registered trademarks of TASER International, Inc., registered in the U.S. © 2014 TASER International, Inc. All rights reserved.



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Release Date: 11/22/2013

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**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers  
(Effective November 22, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

**Return Policies.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

**Exchanges for TASER Citizen Products.** The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, [www.TASER.com](http://www.TASER.com) and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, [www.TASER.com](http://www.TASER.com), or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

**Quotes.** A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions

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associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

**Prices.** The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or [www.TASER.com](http://www.TASER.com)). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

**Payment Terms.** Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

**Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

**Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

**Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Not For Resale or Export.** Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

**Regulations and Restrictions.** You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website ([www.TASER.com](http://www.TASER.com)) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of

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TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty Coverage.** Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at [www.TASER.com](http://www.TASER.com) are also applicable to your purchase.

**Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

**Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**No Assignment.** You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

**Entire Agreement.** These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law.** The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' and  are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras for International Sales (Non-U.S. and Canada) (Effective March 12, 2014)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories<sup>7</sup> outside the U.S. and Canada. The term "Purchaser" means any purchaser, possessor, or user of the TASER products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

**Manufacturer's Limited Warranty<sup>8</sup>**

TASER warrants that its Law Enforcement Hardware Products<sup>9</sup> are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly<sup>10</sup>. The TASER XREP CEW has a ONE (1) YEAR failure to fire manufacturer's limited warranty from the date of receipt when fired from an Approved Shotgun<sup>11</sup>. TASER-manufactured accessories<sup>12</sup> are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country imposes a

longer express warranty term than that described in this warranty document, then the country's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

**Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD and the X2, X26, X26P, and M26**

The optional extended warranty, when available, may only be purchased at the point of sale product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.<sup>13</sup> For customers who purchase an extended warranty, TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, ONE (1) time during the extended warranty period with the same or like product, at TASER's option. For products replaced under this optional extended warranty, the replacement product will have a ONE (1) YEAR manufacturer's limited warranty from the date of replacement or repair. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

A replacement product will be new or like new

and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or

relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

**Release**

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

**Purchaser Responsibilities and Product Registration**

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to [www.taser.com/register](http://www.taser.com/register). Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

Before you deliver your product for warranty service it is your responsibility to download the product and keep a separate backup copy of the contents.<sup>14</sup> During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

**General**

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

Mossberg is a registered trademark of O.F. Mossberg & Sons, Inc.

AXON flex™, M26™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26P™, X-Rail™, 'Protect Life', 'Protect Truth' and  are trademarks of TASER International, Inc., and TASER®, AXON®, X12® and XREP® are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.

<sup>14</sup> The M26 CEW is not compatible with EVIDENCE.com or EVIDENCE Sync. Use the dataport download software to download records from the M26 CEW to your computer.



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada Only) (Effective March 12, 2014)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.<sup>1</sup> The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

**Manufacturer's Limited Warranty<sup>2</sup>**

TASER warrants that its Law Enforcement Hardware Products<sup>3</sup> are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.<sup>4</sup> TASER-Manufactured Accessories<sup>5</sup> are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

**Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X28P**

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.<sup>6</sup> For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period,

<sup>6</sup> The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.

TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of

contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

**Release**

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

**Purchaser Responsibilities and Product Registration**

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to [www.taser.com/register](http://www.taser.com/register). Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

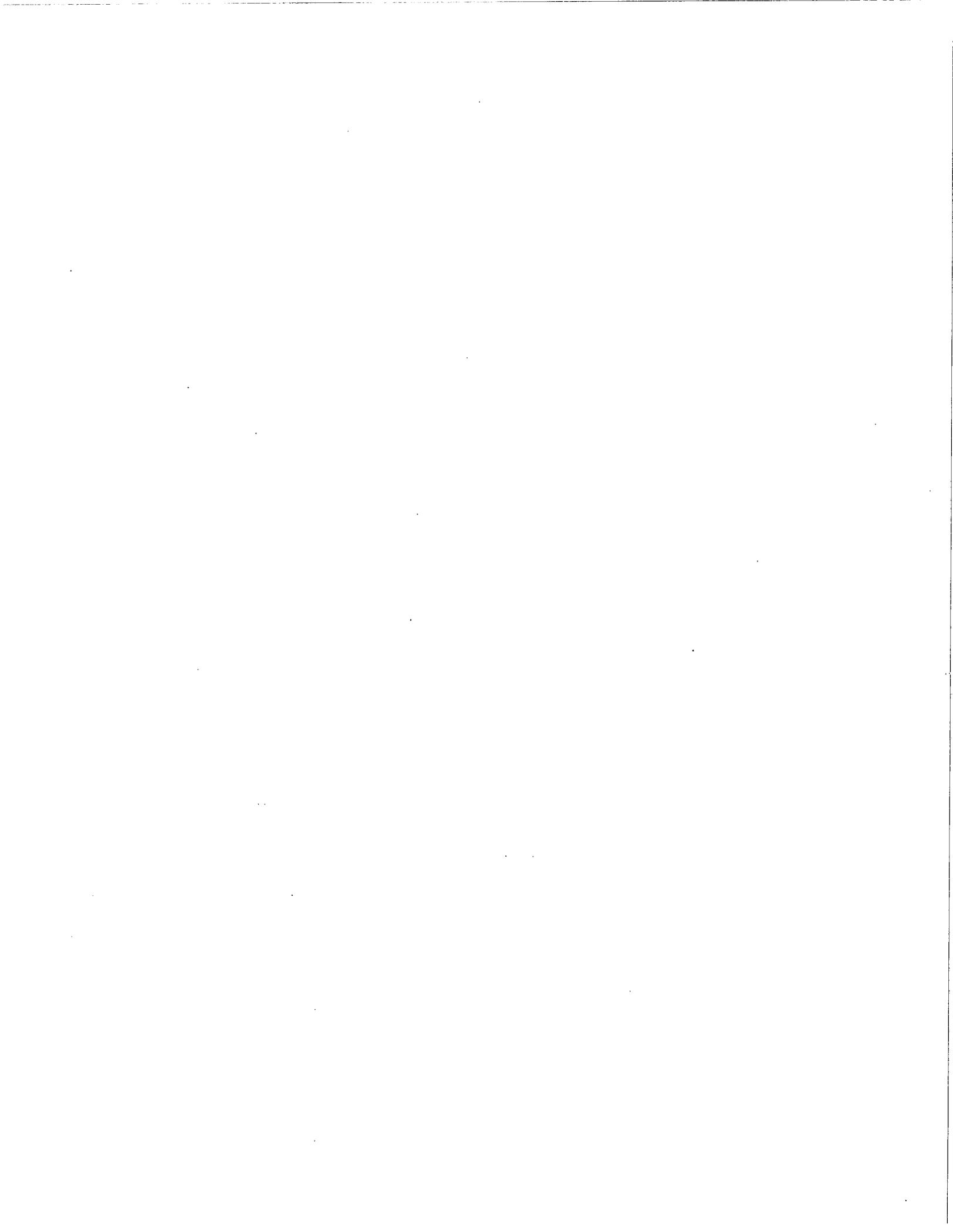
Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.

**General**

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON flex™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X28P™, X-Rail™, 'Protect Life' and 'Protect Truth' are trademarks of TASER International, Inc., and TASER®, AXON® and Ⓢ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. ©2014 TASER International, Inc.





## EVIDENCE.com Master Service Agreement

By clicking the "I Agree" button or using the Service Offerings you agree that you have read and understand this Agreement and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should click "Cancel" to exit the installer and immediately discontinue all use of the Service Offerings.

TASER International, Inc. (TASER, we, us, or our) and you or the entity you represent (Agency or you) agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings ("Effective Date").

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services and Your Content during the subscription term ("Term"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
  - a. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our



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affiliates, or any third party to liability, or (iv) may be fraudulent;

b. You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

d. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

### 9. Term.

a. **Subscription Term.** The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed Quote or purchase order and will remain in effect for the subscription Term agreed to in the Quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1<sup>st</sup> of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15<sup>th</sup> of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

b. **Free Trial Term.** If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

c. **Free EVIDENCE.com Lite Account.** If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

### 10. Termination.

a. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section we will issue you a refund of any prepaid amounts on a prorated basis.

#### b. **Termination for Cause.**

i. **By Either Party.** Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

ii. **By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section 10(b)(ii) at least 90 days prior to the end of the then current fiscal year.

c. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 11, 12 (except the license granted to you in Section 12), 13, and 15-19 will continue to apply in accordance with their terms.

### 11. Return of Your Content.

a. **During the Term.** You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

b. **After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

12. **IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the



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suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

**13. License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

**14. Third-Party Products and Services.** No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Quote. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

**15. Representations by You.** You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

**16. Our Warranty.** We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 16, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE EVIDENCE.COM SERVICES; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE EVIDENCE.COM SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR EVIDENCE.COM SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE EVIDENCE.COM SERVICES. WE DISCLAIM ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO

**THE EVIDENCE.COM SERVICES.**

17. **Indemnification and Hold Harmless.** This Section states a party's sole liability to, and the party's exclusive remedy against, the other party for any type of claim specified below.

a. **Indemnification by Us.** We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

b. **Hold Harmless by You.** To the extent permitted by your jurisdiction's local law, you will hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents); (b) breach of this Agreement or violation of applicable law by you or any of your end users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this section 17(b).

18. **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

**19. Miscellaneous.****a. Definitions.**

- i. **"Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.
- ii. **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services

under your account or otherwise transfer, process, use or store in connection with your account.

- iii. **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.
- iv. **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.
- v. **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

b. **Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

c. **Force Majeure.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

e. **No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

f. **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

g. **U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

h. **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

i. **Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

j. **No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

k. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be



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interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**l. Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**m. Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

**n. Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**i. To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

**ii. To Us.** To give us notice under this Agreement, you must contact us: (i) by email transmission to [evidencecontracts@taser.com](mailto:evidencecontracts@taser.com); or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85<sup>th</sup> Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

**o. Entire Agreement.** This Agreement, including the Policies and the Quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**p. Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

**q. Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

**r. Counterparts.** If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 6-25-2014]

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# Professional Services Agreement

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

## Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services to you for assistance in deploying and implementing TASER camera systems and EVIDENCE.com service solutions. See Section 17 for definitions of certain capitalized terms used in this Agreement.

### 1. Term and Pricing.

a. **Term.** The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first.

b. **Service Pricing.** All Services performed by us will be rendered in accordance with the fees set forth in the Quote. You will pay us in accordance with the terms contained in this Agreement unless different payment terms have been identified and agreed upon in the Quote.

c. **Taxes.** You are responsible for any sales or use taxes assessed on payment for Services and Products. We will itemize sales or use taxes separately on our invoices. We are responsible for all other taxes, duties and fees. If you are exempt from taxation for the Services or Products, you must submit an exemption certificate to us.

### 2. Invoicing and Payment Terms.

a. **Services.** We will invoice you, in accordance with this Agreement, for all Services provided. Notwithstanding the foregoing, no terms, provisions, or conditions of any purchase order or other business form or written authorization used by you will have any effect on, or otherwise modify, the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of us to object to such terms, provisions, or conditions.

b. **Payment.** All payments for fees and expenses are due 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) may be charged on all late payments. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period. Any delays by you may result in additional fees due to us, and delay in our completion of the Services.

3. **Scope of Services.** The project scope will consist of the Services identified on your Quote. The Premium Plus Service Package and Premium Service Package are detailed below:

| Description of the Service Packages   |                       |                    |
|---|-----------------------|--------------------|
|   | Premium Plus Services | Premium Services   |
| System set up and configuration<br>Setup AXON® Mobile on smart phones (if applicable)<br>Configure categories & custom roles based on Agency need<br>Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access<br>Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable) | 1 on-site session     | virtual assistance |
| ETM installation  | on-site assistance    | virtual assistance |



| <b>Description of the Service Packages</b>  | <b>Premium Plus Services</b>                   | <b>Premium Services</b>                        |
|---|--|--|
| <p>Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary<br/>           Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency<br/>           Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment</p>  |  |  |
| <p><b>Dedicated Project Manager</b><br/>           Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>   | ✓  | ✓  |
| <p><b>Weekly project planning meetings</b><br/>           Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.</p>   | ✓  | ✓  |
| <p><b>Best practice implementation planning session—1 on-site session to:</b><br/>           Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies<br/>           Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management<br/>           Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services<br/>           Create project plan for larger deployments<br/>           Recommend rollout plan based on review of shift schedules</p> | ✓  |  |
| <p><b>System Admin and troubleshooting training sessions</b><br/>           2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for EVIDENCE.com.</p>  | ✓  |  |
| <p><b>AXON instructor training</b><br/>           Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.</p>  | training for up to 5 individuals at the Agency | training for up to 2 individuals at the Agency |
| <p><b>End user go live training and support sessions</b><br/>           Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.</p>  | 6 on-site sessions                             | 3 on-site sessions                             |
| <p><b>Implementation document packet</b><br/>           EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>   | ✓  | ✓  |
| <p><b>Post go live review session</b></p>   | on-site assistance                             | virtual assistance                             |

**4. Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any



additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

### 5. Delivery of Services.

a. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

b. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

c. **Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

d. **Performance Warranty.** We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

### 6. Your Responsibilities. Our successful performance of the Services depends upon your:

a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;

b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;

d. Providing access to the building facilities and where we are is to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);

e. Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;

f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;

g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;

h. Promptly installing and implementing any and all software updates provided by us;

i. Ensuring that all appropriate data backups are performed;

j. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;

k. Providing us with remote access to your EVIDENCE.com account when required for us to perform the Services;

l. Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;

m. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and



## Professional Services Agreement

operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

- o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

**7. Authorization to Access Computer Systems to Perform Services.** You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

**8. Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

**9. Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

**10. Liability for Loss or Corruption of Data.** The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on EVIDENCE.com and covered by the EVIDENCE.com Master Service Agreement.

**11. Intellectual Property.** We own all right, title and interest in all Pre-Existing Works and Documentation. We grant to you, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-



exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to you in connection with the delivery of Services and in accordance with this Agreement.

**12. Confidentiality.** A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

**13. Indemnification.** Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

**14. Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

**15. Insurance.** We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

**16. General.**

a. **Non-Discriminatory Employment.** We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. **Force Majeure.** We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither



party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

**e. Entire Agreement; Modification.** This Agreement, including the Quote, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

**f. Severability.** This Agreement is contractual and not a mere recital. Sections 1–2, 5–6, 10–15, and 17–18 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**g. Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

**h. Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

**i. No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

**j. Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**k. Applicable Law.** The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

### 17. Definitions.

**"Confidential Information"** means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title, or interest in the disclosing party's Confidential Information.

**"Installation Site"** means the location(s) where the Products are to be installed.

**"Products"** means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by us under this Agreement.

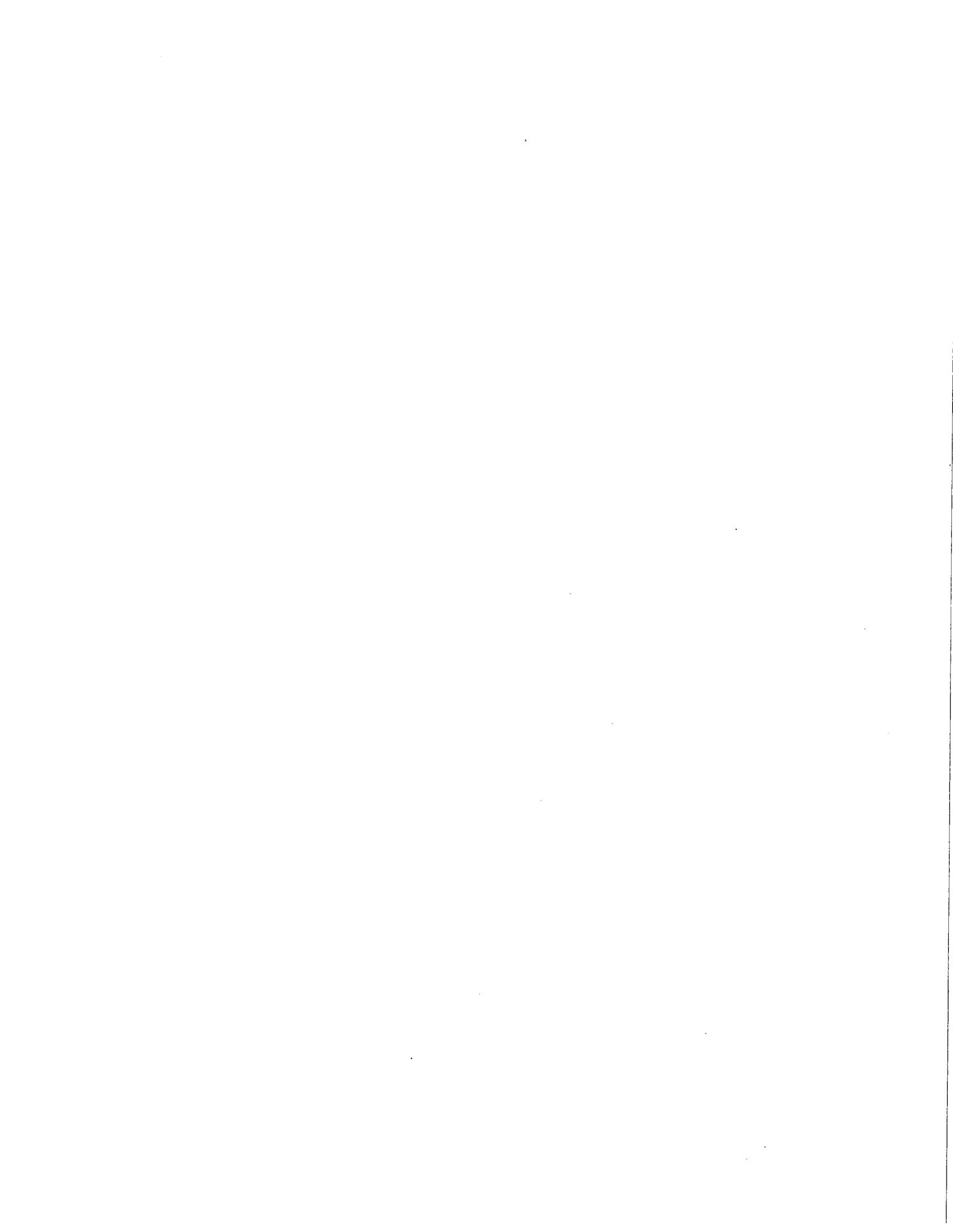
**"Product User Documentation"** means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Services"** means the professional services provided by us pursuant to this Agreement.

[Document Revised 12-11-2013]

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## Addendum No. 1 Integration Services Statement of Work

By ordering or accepting integration services from TASER International, Inc. (TASER) you agree that you have read and understand this Addendum No. 1 Integration Services Statement of Work (SOW) and you accept and agree to be bound by the following terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are entering into this SOW for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. In consideration of the mutual promises contained in this SOW, the parties agree to all terms of the SOW effective as of the date you signed the Quote or submit your purchase order, whichever is first (Effective Date).

Agency seeks assistance from TASER for the development of modifications to the EVIDENCE.com services to enable integration with the Agency's current records management system and/or computer aided dispatch system (collectively referred to as RMS). This SOW is therefore made and entered into by and between TASER and you (Agency) and amends the EVIDENCE.com Master Service Agreement (MSA) between the parties. This SOW adds provisions to the MSA related to TASER's provision of Integration Services. All other provisions in the MSA not amended by this SOW remain the same.

1 **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

3 **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.

#### 4 **Delivery of Integration Services.**

4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.

4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

4.3 **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

4.4 **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.



## Addendum No. 1 Integration Services Statement of Work

**5 Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

**6 Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:

**6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);

**6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

**6.3** Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

**6.4** Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;

**6.5** Promptly installing and implementing any and all software updates provided by TASER;

**6.6** Ensuring that all appropriate data backups are performed;

**6.7** Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

**6.8** Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;

**6.9** Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

**6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

**7 Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

**8 Liability for Loss or Corruption of Data.** Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption



## Addendum No. 1 Integration Services Statement of Work

is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

**9 Intellectual Property.** TASER owns all right, title and interest in all Product User Documentation and the software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

**10 Confidentiality.** A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Integration Services under this SOW. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

**11 Indemnification.** Except to the extent caused by the negligent acts or willful misconduct of Agency, TASER will indemnify, defend, and hold the Agency, its officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this SOW.

**12 Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS SOW, THE WARRANTIES STATED IN THIS SOW ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SOW OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS SOW, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS SOW FOR THE INTEGRATION SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 3.

### **13 General.**

**13.1 Notifications.** Any notice permitted or required under this SOW will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this SOW.

**13.2 Entire Agreement; Modification.** This SOW, including the Quote for Integration Services and MSA, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Integration Services. No modification, amendment, or waiver of any provision of this SOW will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the SOW.

**13.3 Severability.** This SOW is contractual and not a mere recital. Sections 1-3, 4, and 8-14 will continue in force and effect after termination of this SOW. If any portion of this SOW is held to be invalid or



## Addendum No. 1 Integration Services Statement of Work

unenforceable, the remaining portions of this SOW will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this SOW but the rest of the SOW will remain in full force and effect.

### 14 Definitions.

**“Confidential Information”** means any and all financial, technical, legal, marketing, network, and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this SOW, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party’s Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this SOW will be construed as granting the receiving party any right of use, title, or interest in the disclosing party’s Confidential Information.

**“Integration Services”** means the professional services provided by us pursuant to this SOW.

**“Product User Documentation”** means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Integration Services provided under this SOW.

[Revised 9-4-2014]

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**Item:** \_\_\_\_\_

**Fiscal Impact:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:**

**ISSUE:**

A resolution of the West Valley City Council ratifying the City Manager's reappointment of Corey Rushton to the West Valley City Housing Authority Commission.

**SYNOPSIS:**

This resolution formally approves the City Manager's reappointment of Corey Rushton to the West Valley City Housing Authority Commission.

**BACKGROUND:**

The West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent of the City Council. Pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager wishes to reappoint Corey Rushton to the West Valley City Housing Authority Commission for a term commencing December 20, 2014 and ending on December 31, 2019.

**RECOMMENDATION:**

Approval of Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF COREY RUSHTON TO THE WEST VALLEY CITY HOUSING AUTHORITY COMMISSION FOR A TERM COMMENCING DECEMBER 20, 2014 AND ENDING DECEMBER 31, 2019.**

**WHEREAS**, the West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent to the City Council; and

**WHEREAS**, pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager desires to reappoint Corey Rushton as a member of the West Valley City Housing Authority Commission for a term commencing December 20, 2014 and ending December 31, 2019; and

**WHEREAS**, Corey Rushton is willing to accept said reappointment; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Corey Rushton as a member of the West Valley City Housing Authority Commission for a five year term commencing December 20, 2014, and ending December 31, 2019.

**BE IT FURTHER RESOLVED** that this Resolution shall be filed with the Housing Authority and serves as Corey Rushton's Certificate of Appointment to meet the requirements set forth in Subsection 35A-8-404(6), Utah Code Annotated 1953, as amended.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**Item:** \_\_\_\_\_

**Fiscal Impact:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:**

**ISSUE:**

A resolution of the West Valley City Council ratifying the City Manager's reappointment of Steve Vincent to the West Valley City Housing Authority Commission.

**SYNOPSIS:**

This resolution formally approves the City Manager's reappointment of Steve Vincent to the West Valley City Housing Authority Commission.

**BACKGROUND:**

The West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent of the City Council. Pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager wishes to reappoint Steve Vincent to the West Valley City Housing Authority Commission for a term commencing December 20, 2014 and ending on December 31, 2019.

**RECOMMENDATION:**

Approval of Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF STEVE VINCENT TO THE WEST VALLEY CITY HOUSING AUTHORITY COMMISSION FOR A TERM COMMENCING DECEMBER 20, 2014 AND ENDING DECEMBER 31, 2019.**

**WHEREAS**, the West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent to the City Council; and

**WHEREAS**, pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager desires to reappoint Steve Vincent as a member of the West Valley City Housing Authority Commission for a term commencing December 20, 2014 and ending December 31, 2019; and

**WHEREAS**, Steve Vincent is willing to accept said reappointment; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Steve Vincent as a member of the West Valley City Housing Authority Commission for a five year term commencing December 20, 2014, and ending December 31, 2019.

**BE IT FURTHER RESOLVED** that this Resolution shall be filed with the Housing Authority and serves as Steve Vincent's Certificate of Appointment to meet the requirements set forth in Subsection 35A-8-404(6), Utah Code Annotated 1953, as amended.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**Item:** \_\_\_\_\_

**Fiscal Impact:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** \_\_\_\_\_

**Budget Opening Required:**

**ISSUE:**

A resolution of the West Valley City Council ratifying the City Manager's reappointment of Steve Buhler to the West Valley City Housing Authority Commission.

**SYNOPSIS:**

This resolution formally approves the City Manager's reappointment of Steve Buhler to the West Valley City Housing Authority Commission.

**BACKGROUND:**

The West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent of the City Council. Pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager wishes to reappoint Steve Buhler to the West Valley City Housing Authority Commission for a term commencing January 4, 2015 and ending on December 31, 2019.

**RECOMMENDATION:**

Approval of Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S REAPPOINTMENT OF STEVE BUHLER TO THE WEST VALLEY CITY HOUSING AUTHORITY COMMISSION FOR A TERM COMMENCING JANUARY 4, 2015 AND ENDING DECEMBER 31, 2019.**

**WHEREAS**, the West Valley City Housing Authority Commission is composed of seven members, each appointed for a five-year term by the City Manager with the advice and consent to the City Council; and

**WHEREAS**, pursuant to Section 35A-8-404, Utah Code Annotated 1953, as amended, the City Manager desires to reappoint Steve Buhler as a member of the West Valley City Housing Authority Commission for a term commencing January 4, 2015 and ending December 31, 2019; and

**WHEREAS**, Steve Buhler is willing to accept said reappointment; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's reappointment of Steve Buhler as a member of the West Valley City Housing Authority Commission for a five year term commencing January 4, 2015, and ending December 31, 2019.

**BE IT FURTHER RESOLVED** that this Resolution shall be filed with the Housing Authority and serves as Steve Buhler's Certificate of Appointment to meet the requirements set forth in Subsection 35A-8-404(6), Utah Code Annotated 1953, as amended.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

|                          |       |
|--------------------------|-------|
| Item #:                  | _____ |
| Fiscal Impact:           | N/A   |
| Funding Source:          | N/A   |
| Account #:               | N/A   |
| Budget Opening Required: | N/A   |

**ISSUE:**

A Resolution appointing or reappointing members and an Executive Director of the West Valley City Cultural Arts Board (CAB) Executive Board.

**SYNOPSIS:**

The Resolution ratifies the City Manager’s appointment or reappointment of certain individuals as members of the CAB Executive Board for the term as noted on the list attached to the resolution.

**BACKGROUND:**

The CAB Executive Board consists of 11 members who serve for a term of two years and an Executive Director that serves for one year.

**RECOMMENDATION:**

Approval of this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S  
APPOINTMENT OR REAPPOINTMENT OF MEMBERS  
AND AN EXECUTIVE DIRECTOR OF THE WEST  
VALLEY CITY CULTURAL ARTS BOARD EXECUTIVE  
BOARD.**

**WHEREAS**, the West Valley City Cultural Arts Board (CAB) Executive Board consists of members appointed for terms by the City Manager; and

**WHEREAS**, the City Manager desires to appoint or reappoint individuals for the terms as listed on the attachment to this resolution; and

**WHEREAS**, these individuals are willing to accept said appointments or reappointments; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment or reappointment of members and an Executive Director of the West Valley City CAB Executive Board.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## CAB Executive Board

| <u>Member Name</u> | <u>Position</u>              | <u>Appointment /<br/>Reappointment</u> | <u>Term (Member – 2 yrs. / Chair – 1 yr.)</u>                              |
|--------------------|------------------------------|--|--|
| Ross Olsen         | Member<br>Executive Director | Reappointment<br>Reappointment         | January 1, 2015 – December 31, 2016<br>January 1, 2015 – December 31, 2015 |
| Paul Isaac         | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Natalie Grange     | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Don Christensen    | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Julie Delong       | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Susan Klinker      | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Steve Vincent      | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| D’An Wadsworth     | Member                       | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Debbie Brown       | Member                       | Appointment                            | January 1, 2015 - December 31, 2016  |

|                          |       |
|--------------------------|-------|
| Item #:                  | _____ |
| Fiscal Impact:           | N/A   |
| Funding Source:          | N/A   |
| Account #:               | N/A   |
| Budget Opening Required: | N/A   |

**ISSUE:**

A Resolution appointing or reappointing members and a chair of the West Valley City Utah Cultural Celebration Center (UCCC) Advisory Board.

**SYNOPSIS:**

The Resolution ratifies the City Manager's appointment or reappointment of certain individuals as members of the UCCC Advisory Board for the term as noted on the list attached to the resolution.

**BACKGROUND:**

The UCCC Advisory Board consists of 13 members who serve for a term of two years and a chair that serves for one year.

**RECOMMENDATION:**

Approval of this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S  
APPOINTMENT OR REAPPOINTMENT OF MEMBERS  
AND A CHAIR OF THE WEST VALLEY CITY UTAH  
CULTURAL CELEBRATION CENTER (UCCC)  
ADVISORY BOARD.**

**WHEREAS**, the West Valley City Utah Cultural Celebration Center (UCCC) Advisory Board consists of members appointed for terms by the City Manager; and

**WHEREAS**, the City Manager desires to appoint or reappoint individuals for the terms as listed on the attachment to this resolution; and

**WHEREAS**, these individuals are willing to accept said appointments or reappointments; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment or reappointment of members and a Chair of the West Valley City UCCC Advisory Board.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## UCCC Advisory Board

| <b>Member Name</b>     | <b>Position</b> | <b>Appointment /<br/>Reappointment</b> | <b>Term (Member – 2 yrs. / Chair – 1 yr.)</b>                              |
|------------------------|-----------------|--|--|
| Susan Klinker          | Member<br>Chair | Reappointment<br>Reappointment         | January 1, 2015 – December 31, 2016<br>January 1, 2015 – December 31, 2015 |
| Ernesto “Kiko” Cornejo | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Dru & Leslie Drury     | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Carol Edison           | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Margaret Peterson      | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Paul Ross              | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Craig Thomas           | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Anna Cutler            | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |

|                          |       |
|--------------------------|-------|
| Item #:                  | _____ |
| Fiscal Impact:           | N/A   |
| Funding Source:          | N/A   |
| Account #:               | N/A   |
| Budget Opening Required: | N/A   |

**ISSUE:**

A Resolution appointing or reappointing members and a chair of the West Valley City Arts Council.

**SYNOPSIS:**

The Resolution ratifies the City Manager's appointment or reappointment of certain individuals as members of the Arts Council for the term as noted on the list attached to the resolution.

**BACKGROUND:**

The Arts Council consists of 13 members who serve for a term of two years and a chair that serves for one year.

**RECOMMENDATION:**

Approval of this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S  
APPOINTMENT OR REAPPOINTMENT OF MEMBERS  
AND A CHAIR OF THE WEST VALLEY CITY ARTS  
COUNCIL.**

**WHEREAS**, the West Valley City Arts Council consists of members appointed for terms by the City Manager; and

**WHEREAS**, the City Manager desires to appoint or reappoint individuals for the terms as listed on the attachment to this resolution; and

**WHEREAS**, these individuals are willing to accept said appointments or reappointments; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment or reappointment of members and a Chair of the West Valley City Arts Council.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## Arts Council

| <u>Member Name</u> | <u>Position</u> | <u>Appointment /<br/>Reappointment</u> | <u>Term (Member – 2 yrs. / Chair – 1 yr.)</u>                              |
|--------------------|-----------------|--|--|
| Debbie Brown       | Member<br>Chair | Appointment<br>Appointment             | January 1, 2015 – December 31, 2016<br>January 1, 2015 – December 31, 2015 |
| Sara Staheli       | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Carla Smith        | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Ryan Heiner        | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| RoseMaree Sazesh   | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Jeanne Marse       | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Steve Vincent      | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Katherine St. John | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Bonnie Brezette    | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Leslie Biebau      | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Randy Thomas       | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Dana Combs         | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |

|                          |       |
|--------------------------|-------|
| Item #:                  | _____ |
| Fiscal Impact:           | N/A   |
| Funding Source:          | N/A   |
| Account #:               | N/A   |
| Budget Opening Required: | N/A   |

**ISSUE:**

A Resolution appointing or reappointing members and a chair of the West Valley City Historical Society

**SYNOPSIS:**

The Resolution ratifies the City Manager's appointment or reappointment of certain individuals as members of the Historical Society for the term as noted on the list attached to the resolution.

**BACKGROUND:**

The Historical Society consists of 13 members who serve for a term of two years and a chair that serves for one year.

**RECOMMENDATION:**

Approval of this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S  
APPOINTMENT OR REAPPOINTMENT OF MEMBERS  
AND A CHAIR OF THE WEST VALLEY CITY  
HISTORICAL SOCIETY.**

**WHEREAS**, the West Valley City Historical Society consists of members appointed for terms by the City Manager; and

**WHEREAS**, the City Manager desires to appoint or reappoint individuals for the terms as listed on the attachment to this resolution; and

**WHEREAS**, these individuals are willing to accept said appointments or reappointments; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment or reappointment of members and a Chair of the West Valley City Historical Society.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## Historical Society

| <b>Member Name</b> | <b>Position</b> | <b>Appointment /<br/>Reappointment</b> | <b>Term (Member – 2 yrs. / Chair – 1 yr.)</b>                              |
|--------------------|-----------------|--|--|
| D'An Wadsworth     | Member<br>Chair | Reappointment<br>Reappointment         | January 1, 2015 – December 31, 2016<br>January 1, 2015 – December 31, 2015 |
| Harlan Bangerter   | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Bill Barton        | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Pat Rushton        | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Nicci Wadsworth    | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Blake Dalton       | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Mike Winder        | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Lars Nordfelt      | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Kent Buckner       | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Ron Watt           | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Kevin Fayles       | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |

|                          |              |
|--------------------------|--------------|
| Item #:                  | _____        |
| Fiscal Impact:           | _____<br>N/A |
| Funding Source:          | _____<br>N/A |
| Account #:               | _____<br>N/A |
| Budget Opening Required: | _____<br>N/A |

**ISSUE:**

A Resolution appointing or reappointing members and a chair of the West Valley City Sister City Committee.

**SYNOPSIS:**

The Resolution ratifies the City Manager’s appointment or reappointment of certain individuals as members of the Sister City Committee for the term as noted on the list attached to the resolution.

**BACKGROUND:**

The Sister City Committee consists of 13 members who serve for a term of two years and a chair that serves for one year.

**RECOMMENDATION:**

Approval of this Resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY MANAGER'S  
APPOINTMENT OR REAPPOINTMENT OF MEMBERS  
AND A CHAIR OF THE WEST VALLEY CITY SISTER  
CITY COMMITTEE.**

**WHEREAS**, the West Valley City Sister City Committee consists of members appointed for terms by the City Manager; and

**WHEREAS**, the City Manager desires to appoint or reappoint individuals for the terms as listed on the attachment to this resolution; and

**WHEREAS**, these individuals are willing to accept said appointments or reappointments; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment or reappointment of members and a Chair of the West Valley City Sister City Committee.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## Sister City Committee

| <u>Member Name</u> | <u>Position</u> | <u>Appointment /<br/>Reappointment</u> | <u>Term (Member – 2 yrs. / Chair – 1 yr.)</u>                              |
|--------------------|-----------------|--|--|
| Don Christensen    | Member<br>Chair | Reappointment<br>Appointment           | January 1, 2015 – December 31, 2016<br>January 1, 2015 – December 31, 2015 |
| Ling Ling Chen     | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Kevin Conde'       | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Cathy Jenn         | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Wendy Jyang        | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Lila Wright        | Member          | Reappointment                          | January 1, 2015 – December 31, 2016  |
| Abby Monroy        | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Brian Baity        | Member          | Appointment                            | January 2, 2015 – December 31, 2016  |
| Miguel Tobar       | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |
| Thao Huynh         | Member          | Appointment                            | January 1, 2015 – December 31, 2016  |

Item: \_\_\_\_\_

Fiscal Impact: \_\_\_\_\_ N/A

Funding Source: \_\_\_\_\_ N/A

Account #: \_\_\_\_\_ N/A

Budget Opening Required:

**ISSUE:**

A resolution authorizing the City to enter into a delay agreement with Mickael Dahle.

**SYNOPSIS:**

This resolution authorizes a delay agreement between the City and Mickael Dahle to delay the installation of the required landscaping along 3500 South at 2632 West 3500 South.

**BACKGROUND:**

On October 21, 2014, the Mattress Firm submitted a building permit for a tenant improvement within one of the tenant spaces owned by Mr. Dahle. The estimated construction costs for this project totaled approximately \$125,000. The property has frontage along 3500 South, which is listed as one of West Valley City's major arterials. These frontages have specific landscaping requirements set forth in chapter 7-13-200 of the West Valley City Municipal Code. These requirements take effect when any substantial modification to an existing site or structure in which the estimated construction cost exceeds \$50,000. These standards require a 15' bermed landscaped area, a 10' sidewalk and a 5' buffer of landscaping to the constructed between the back of curb and the project site.

This site is just one tenant located in the middle of a multi tenant project and is one of three parcels owned by Mr. Dahle. The landscaping on the site has recently been upgraded and there is quite a bit of grade change from the back of curb to the project site. Therefore, it would be difficult to develop just this small portion of the streetscape. Therefore, they wish to delay installation of any streetscape improvements until one of the adjacent properties also triggers the requirement. At that time the entire frontage would be completed.

**RECOMMENDATION:**

City staff recommends approval to the City Council.

**SUBMITTED BY:**

Jody Knapp, Zoning Administrator

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION AND RECORDING OF A DELAY AGREEMENT BETWEEN WEST VALLEY CITY AND MICKAEL DAHLE, FOR PROPERTY LOCATED AT 2632 WEST 3500 SOUTH.**

**WHEREAS**, Mickael Dahle (hereinafter “Dahle”) the owners of property at 2632 West 3500 South, wish to enter into an agreement to delay the installation of required landscaping at this location; and

**WHEREAS**, West Valley City (hereinafter the “City”) agrees to allow Dahle to delay the construction of the landscaping in order to allow time for additional development and provide a more complete and contiguous design of the improvements; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Dahle, a copy of which is attached hereto and entitled “West Valley City Delay Agreement for Completion of Landscaping” (hereinafter the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

1. That the Agreement executed by Dahle and entitled “West Valley City Delay Agreement for the Completion of Landscaping” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the 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.
2. That the City Recorder is directed to record the Agreement in the official records of the Salt Lake County Recorder.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**WHEN RECORDED RETURN TO:**

West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

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Parcel I.D. #: 15-28-452-017

**WEST VALLEY CITY  
DELAY AGREEMENT FOR COMPLETION OF LANDSCAPING**

**THIS AGREEMENT**, (herein "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**\*\*\* PARTIES \*\*\***

**"OWNER:"** Mickael Dahle  
Address: 5827 S. Cove Creek Lane  
City, State, Zip: Murray, Utah 84107

**"CITY:"** West Valley City, a Municipal Corporation of the State of Utah  
Address: 3600 South Constitution Boulevard  
City, State, Zip: West Valley City, Utah 84119  
Telephone: (801) 963-3600

**WITNESSETH:**

**WHEREAS**, OWNER has received approval for a development located at 2632 West 3500 South, West Valley City, Utah, more particularly described in Exhibit A to this Agreement; and

**WHEREAS**, OWNER is required to install additional landscaping and streetscape improvements to meet the requirements of Chapter 7-13-200 of the West Valley City Municipal Code; and

**WHEREAS**, development patterns in the vicinity of the development make it impractical to install the landscaping and streetscape improvements as agreed at this time; and

**WHEREAS**, CITY and OWNER agree that a delay in installation of the landscaping and streetscape improvements would be mutually beneficial; and

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

1. **TERMS.** CITY agrees to permit OWNER to defer installation of the landscaping and streetscape improvements required by Chapter 7-13-200 of the West Valley City Municipal Code in accordance with the terms of this Agreement. The landscaping and streetscape improvements shall be installed on the property described in Exhibit A pursuant to the requirements of the West Valley City Municipal Code at the date of execution of this Agreement. OWNER agrees that the landscaping and streetscape improvements are required and agrees to waive any appeal, contest, or challenge to the landscaping and streetscape improvement requirements set forth in the West Valley City Municipal Code, whether generally or as applied to the subject property.
2. **TIME FOR INSTALLATION.** The installation of the landscaping and streetscape improvements shall be completed within six months of written request sent by CITY to OWNER. Said request may be sent at any time following the execution of this Agreement.
3. **COSTS.** The costs of installation shall be completely borne by OWNER.
4. **PERFORMANCE.** OWNER shall not be relieved of the obligation to install the landscaping and streetscape improvements until the installation is complete to the satisfaction of the CITY.
5. **INDEMNIFICATION.** Should OWNER fail to complete the installation as required by CITY pursuant to the terms of this Agreement or otherwise fail to perform its obligation pursuant to the terms of this Agreement, OWNER recognizes CITY'S right to install the landscaping and streetscape improvements and recover the costs from OWNER as necessary to install the landscaping and streetscape improvements to the CITY'S satisfaction. OWNER hereby grants the CITY a right of entry to install the landscaping and streetscape improvements upon OWNER'S failure to perform under this Agreement.
6. **APPLICABILITY.** Any and all of the obligations of OWNER as outlined in this Agreement shall run with the land described and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding on the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.
7. **ATTORNEY FEES.** In the event that the CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from OWNER, reasonable attorney's fees, court costs, and any other costs incurred in connection with said action.



**EXHIBIT A**

**Subject Property**

**Parcel 15-28-452-017**

BEG 357.8 FT E & 89.87 FT N FR S 1/4 COR SEC 28, T 1S, R 1W, SLM; N 72 FT; W 32 FT;  
N 77.5 FT; S 83° E 98 FT; S'LY ALG CURVE TO R 36.49 FT; S'LY ALG CURVE TO L 4.59  
FT; E 25 T; S 107.93 FT; N 89°58'40" W 112.2 FT TO BEG. 0.39 AC