



WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, January 27, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Wood
4. Approval of Minutes:
 - A. January 13, 2026
5. Public Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

6. Consent Agenda:

- A. Ord. 26-01: Adopt an Amendment to the Fairbourne Community Reinvestment Area Project Area Plan to Make an Adjustment Requested by Salt Lake County
- B. Ord. 26-02: Amend Section 1-2-107 of the West Valley City Municipal to Update Certain Parks and Recreation Fees
- C. Reso. 26-01: Authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Services at the Harmon Senior Recreation Center
- D. Reso. 26-02: Authorize the Execution of an Amendment to an Agreement with Taylorsville City for Animal Control Services
- E. Reso. 26-03: Authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Access to Aerial Imagery
- F. Reso. 26-04: Authorize the City to Enter Into a Memorandum of Agreement with the State of Utah to Provide Law Enforcement Services
- G. Reso. 26-05: Approve an Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation and Accept a Quit Claim Deed
- H. Reso. 26-06: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed with and from JSB Apex Properties, LLC for Property Located at 4085 South 2200 West

7. New Business:

A. Reso 26-07: Authorize the City to Procure Repair and Replacement Elevator Parts and Services from Schindler Elevator Corporation

B. Elect a Mayor Pro Tem for a Two Year Term

8. Motion for Closed Session (if necessary)

9. Adjourn



WEST VALLEY CITY
City Council Regular Meeting Minutes
January 13, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, JANUARY 13, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director (*electronically*)
Tumi Young, Chief Code Enforcement Officer
Jake Arslanian, Facilities Director
Travis Crosby, IT

OPENING CEREMONY- COUNCILMEMBER SCOTT HARMON

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

APPROVAL OF MINUTES OF REGULAR MEETING HELD DECEMBER 9, 2025

The Council considered the Minutes of the Regular Meeting held December 9, 2025. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held December 9, 2025. Councilmember Huynh seconded the motion.

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

AWARDS, CEREMONIES, AND PROCLAMATIONS

A. ESSENTIAL PIECE AWARD RECOGNITIONS

Craig Thomas, Community and Culture Director, introduced and presented the Essential Piece Award recipients.

PUBLIC COMMENT PERIOD

Jim Vesock commended the Essential Piece Award winners, noting his experience volunteering with many of them and praising the My Hometown project. Jim discussed development agreements, emphasizing that once an agreement has been established through the planning process, it should not be repeatedly reopened or renegotiated. He expressed support for the Council's approach of considering the city's benefit before making changes and cautioned against creating time limits or additional modifications that could set precedents for future cases. Finally, he shared his experience as an HOA president in Idaho, noting challenges with private road maintenance and enforcement. He suggested exploring ways for private communities to manage these issues more effectively without placing undue burden on HOA officers.

Karina McClellan from Ability Inclusion Services shared that their nonprofit supports adults with cognitive and developmental disabilities and operates a community day program in West Valley. She announced the completion of a new, fully ADA-compliant, 12-unit residential complex located just one mile from their center. She highlighted that the project was completed in under a year, praised the team effort, and thanked the City of West Valley—particularly the Economic Development staff—for their support. She invited the Council and community members to the ribbon-cutting ceremony to celebrate this milestone in accessible housing. She described the residential program, which provides support for daily living skills, grocery shopping, community engagement, and financial and medical case management, and noted that two units are available for new residents. Additionally, she invited attendees to the Spring Fling Gala on April 16 at the Utah Cultural Celebration Center. The gala will raise funds for the Community Day program and a new summer youth program for students with disabilities ages 18–22. The summer program is designed to bridge the transition from school to adulthood through community-based learning, volunteering,

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career exploration, and life skills development, providing structured opportunities for students and stable support for families. Karina emphasized that these initiatives strengthen long-term planning and stability for participants and their families.

Rich Beaudoin, a West Valley City resident for 20 years, addressed the Council. He first discussed the city's affordable housing challenges, citing statistics that in 2023:

- 41% of households speak a language other than English at home
- 12% of households live below the poverty line
- 41% of households spend more than 35% of their income on rent

He noted there are approximately 39,000 single-family homes and 11,000 rental units for the city's 140,000 residents, emphasizing that simply building more homes will not solve the housing problem. He suggested that reducing demand, including through programs targeting criminal activity, could help increase housing availability. Rich also raised a safety concern regarding drainage and irrigation ditches along 6400 West. He observed children and adults walking and biking in the dark with limited space between the ditches and the road, highlighting the risk, especially during snow. He suggested installing piping and sidewalks to improve safety. Finally, he expressed support for the city's efforts to celebrate the nation's 250th birthday and mentioned a local dirt lot near Newton Farms Park as a concern.

Mike Markham expressed support for maintaining strict adherence to development rules and agreements. He emphasized that builders should honor their commitments and follow city standards, such as the requirement for three-car garages. Mike voiced disappointment that the city had previously allowed deviations from these rules and stressed the importance of upholding them to maintain the city's image and property values. He noted that rules exist to help and protect residents, and builders unwilling to comply should develop elsewhere. He concluded by affirming that enforcing rules is more important than making exceptions.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2025-2026 BUDGET

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled January 13, 2026 in order for the City Council to hear and consider public comments regarding Re-Opening the FY 2025-2026 Budget.

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

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.

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Mayor Lang opened the Public Hearing.

Jim Vesock commended the Finance Department.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE 25-40, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 25-40 that would amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

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

Councilmember Harmon moved to approve Ordinance 25-40.

Councilmember Wood seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

RESOLUTION 25-189: AUTHORIZE THE PURCHASE OF TWO FIRE ENGINES FROM SIDDONS-MARTIN EMERGENCY GROUP

Mayor Lang presented proposed resolution 25-189 that would authorize the Purchase of Two Fire Engines from Siddons-Martin Emergency Group.

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

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West Valley City Department seeks to purchase two Pierce fire engines to replace two of our current engines in our frontline fleet.

The two engines we are looking to replace are both 2019 Rosenbauer engines with approximately 82,000 miles on them. The build time for a new fire engine is approximately 26-28 months. We anticipate that our current Rosenbauer engines will be well over 110,000 miles by the time the new Pierce engines arrive.

Our replacement or rotation plan would put the 2019 Rosenbauer engines into reserve status. In turn, we would put two of our current reserve engines that were built in 2005 into a training designation status. The two 2005 engines that will be designated for training are not reliable for reserve status any longer.

Siddons-Martin Emergency Group is a participant in the Houston-Galveston Area Council, an interlocal entity offering purchasing and procurement services to municipalities around the nation. West Valley City is a member of HGAC and is entitled to purchase services at HGAC prices and from HGAC affiliates and members. Since this purchase is in accordance with HGAC procedures, procurement requirements have been satisfied pursuant to Section 5-3-108 of the West Valley City Municipal Code. The price indicated below is a competitive price and the product meets the City's needs.

Number of Apparatus	Type of Apparatus	Cost Per Apparatus
2	Type 1 Pierce Saber Pumper	\$1,052,739

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

Councilmember Huynh moved to approve Resolution 25-189.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

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Unanimous.

CONSENT AGENDA

A. RESOLUTION 25-190: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR LIBRARY SECURITY SERVICES

Mayor Lang presented proposed resolution 25-190 that would authorize the Execution of an Amendment to an Interlocal Cooperation Agreement with Salt Lake County for Library Security Services.

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

Salt Lake County wishes to continue hiring off-duty West Valley City Police Officers to provide security and law enforcement services on an as needed basis at the West Valley branch of the Salt Lake County library ecosystem. The county wishes to extend the interlocal agreement previously entered on or about March 13, 2023, governing the conditions under which they hire off-duty police officers. The interlocal agreement is consistent with the Police Department's secondary employment hiring procedures. Offices claim the hours and rate on their timecards and the city is reimbursed the hours/rate on a quarterly basis via invoice and check sent to treasury.

B. RESOLUTION 25-191: APPROVE A SUBRECIPIENT AGREEMENT TO PARTICIPATE IN A CONSORTIUM TO RECEIVE HOME INVESTMENT PARTNERSHIP FUNDS

Mayor Lang presented proposed resolution 25-191 that would approve a Subrecipient Agreement to Participate in a Consortium to Receive HOME Investment Partnership Funds.

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

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to , Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a

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member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in September 2023. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction and home rehabilitation.

C. RESOLUTION 25-192: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TAYLORSVILLE CITY FOR THE 2026 OVERLAY PROJECT

Mayor Lang presented proposed resolution 25-192 that would authorize the Execution of an Interlocal Cooperation Agreement with Taylorsville City for the 2026 Overlay Project.

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

West Valley City and Taylorsville acknowledge the need for an asphalt mill and fill on both 4100 South between 2200 West and Redwood Road, and 2700 West between 4700 South and 4100 South. The cities have agreed to work together on these shared corridors so that the needed pavement rehabilitation work can be accomplished at the same time resulting in a higher-quality final product.

This Interlocal Cooperation Agreement outlines the cost-sharing arrangement between West Valley City and Taylorsville. West Valley City will serve as the lead agency for both design and construction management and will collaborate closely with Taylorsville throughout all phases of the project.

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

Councilmember Nordfelt moved to approve all items on the consent agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

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MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE
REGULAR MEETING ON TUESDAY JANUARY 13, 2026 WAS ADJOURNED AT 7:02 PM
BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings
of the Regular Meeting of the West Valley City Council held Tuesday, January 13, 2026.

Nichole Camac, MMC
City Recorder

Description:

Fiscal Impact:

Funding Source:

Account #:

Budget Opening Required:

Issue:

This ordinance adopts the Redevelopment Agency's amendment to the Fairbourne Station Community Reinvestment Area Project Area Plan.

Summary:

This ordinance allows for the addition of certain property that is going to be vacated by the Wasatch West Valley Retail Subdivision into the Community Reinvestment Area. Salt Lake County has requested that said vacated property be added to the Project Area to avoid inconsistent property boundaries.

Background:

The Wasatch West Valley Retail Subdivision was approved by the City Council on October 28, 2025. As part of the subdivision plat, a small portion of 2700 West will be vacated. While preparing the plat for recording, the SL County Assessor's Office acknowledged that the vacated portion would become part of lot 2 in said Subdivision. The County then advised staff that this small vacated right-of-way would need to become part of the Fairbourne Community Reinvestment Area. After reviewing the recommendation, the RDA Board has determined that the amendment of the Fairbourne Community Reinvestment Area promotes the public peace, health, safety, and welfare of West Valley City and the community surrounding the Project Area. Utah law permits the addition of the property to the project area without a public hearing as a minor property adjustment requested by the County Assessor.

Recommendation:

Approve the ordinance

Department: RDA/CED
Submitted by: Staff
Date: 1/6/2026



**WEST VALLEY CITY, UTAH
ORDINANCE NO. 1**

Draft Date: 12/8/2025

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE
FAIRBOURNE COMMUNITY REINVESTMENT AREA
PROJECT AREA PLAN TO MAKE AN ADJUSTMENT
REQUESTED BY SALT LAKE COUNTY.**

WHEREAS, the Limited Purpose Local Government Entities – Community Reinvestment Area Act (the “Act”) establishes the process to amend a community reinvestment area project area plan; and

WHEREAS, in furtherance of the purposes set forth in the Act, and consistent with the General Plan and objectives of the City Council, the Redevelopment Agency of West Valley City (the “Agency”) created the Fairbourne Community Reinvestment Area (the “Area” or “Project Area”); and

WHEREAS, Salt Lake County has requested that certain property located adjacent to the Project Area (more particularly described in the attached Exhibit A) be added to the Project Area to avoid inconsistent property boundaries; and

WHEREAS, the Agency has amended the Project Area Plan to include said Property; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is best interests of the health, safety, and welfare of the citizens of West Valley City to adopt the City Council's amendment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the amendment to the Project Area Plan is hereby adopted and approved and that the Property shall be added to the Project Area.

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33 PASSED and APPROVED this _____ day of _____, 2026.

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35 WEST VALLEY CITY

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MAYOR

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42 CITY RECORDER

EXHIBIT A

PROPERTY ADDED TO PROJECT AREA

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47" W.), said point is 494.57 feet S.00°00'41" W. along the section line and 74.50 feet N.89°59'19" W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20" W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15" W. for a distance of 6.99 feet) and 2) N.00°04'46" E. 51.17 feet; thence S.89°55'14" E. 5.91 feet; thence S.00°01'10" E. 54.74 feet to the point of beginning.

The above described parcel of land contains 314 square feet or 0.01 acre in area, more or less.

Portion of Parcel No. 15-33-129-063

WHEN RECORDED MAIL TO:

West Valley City Recorder's Office
3600 South Constitution Blvd.
West Valley City, Utah 84119

Portion of Parcel # 15-33-129-063

CERTIFICATE OF ADDITION TO FAIRBOURNE COMMUNITY REINVESTMENT AREA

On or about _____, the West Valley City Council adopted Ordinance _____ adding a portion of Parcel No. 15-33-129-063 to the Fairbourne Community Reinvestment Area at the request of Salt Lake County. Said property is more particularly described as follows:

A parcel of land, being a portion of Constitution Boulevard (2700 West), situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said entire tract of land are described as follows:

Beginning at a point in the westerly right of way line of Constitution Boulevard (2700 West), said point is also the beginning of a 16.00 foot radius curve to the left (radius point bears S.43°24'47" W.), said point is 494.57 feet S.00°00'41" W. along the section line and 74.50 feet N.89°59'19" W. from the North Quarter Corner of said Section 33 (Basis of Bearing is S.89°53'20" W. along the section line between the found monuments representing the North Quarter Corner and the Northwest Corner of said Section 33); and running thence along said westerly right of way line the following two (2) courses: 1) northwesterly along the arc of said curve 7.05 feet through a central angle of 25°14'00" (note: chord for said curve bears N.59°12'15" W. for a distance of 6.99 feet) and 2) N.00°04'46" E. 51.17 feet; thence S.89°55'14" E. 5.91 feet; thence S.00°01'10" E. 54.74 feet to the point of beginning.

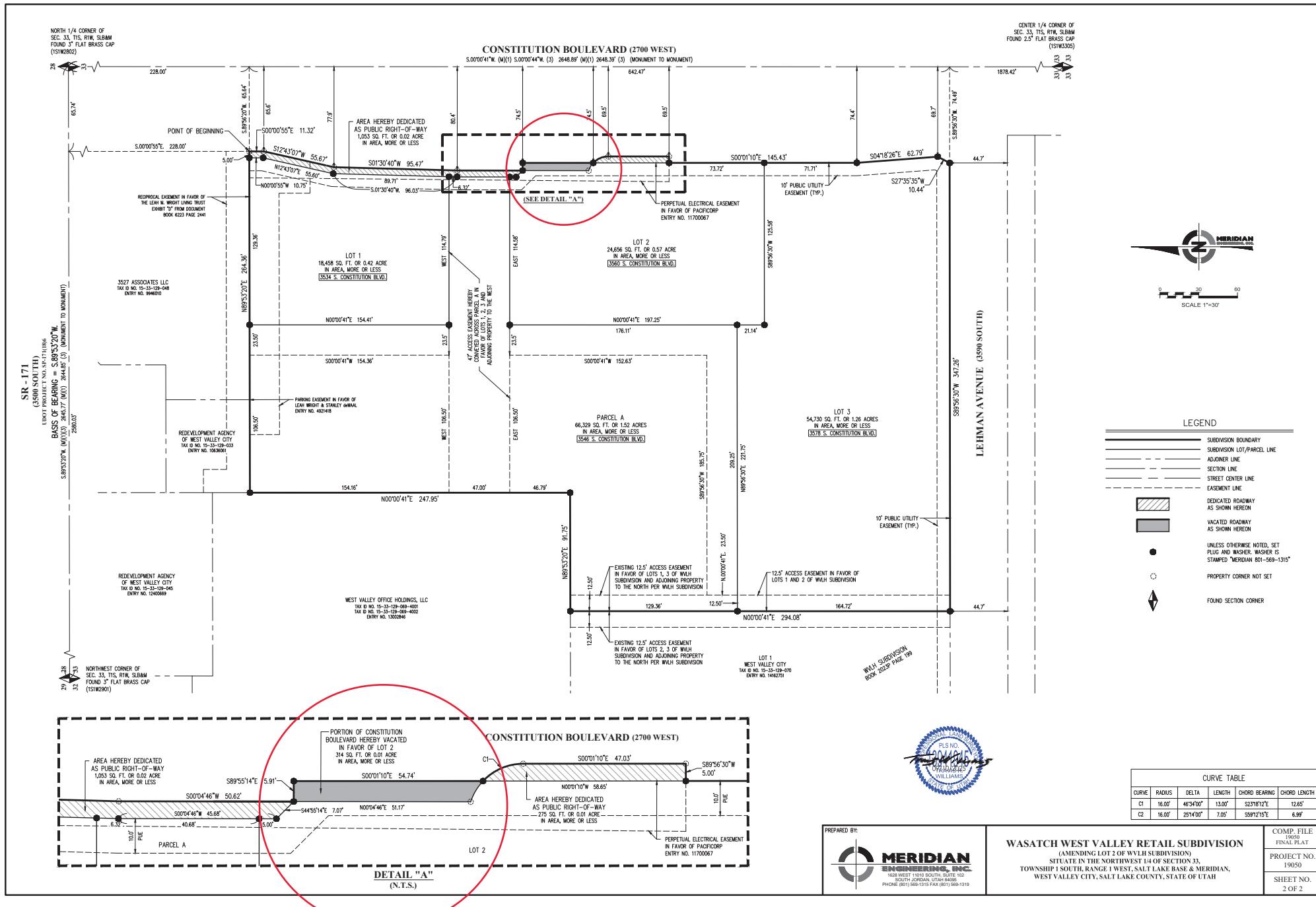
Certificate of Addition
Parcel No. 15-33-129-063
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Effective immediately, the above-described property is added to the Fairbourne Community Reinvestment Area.

Nichole Camac
City Recorder
West Valley City

On _____, Nichole Camac personally appeared before me, who being sworn upon oath, acknowledged to me that she has read the foregoing document, believes the contents thereof, has authority to execute the foregoing document, and executed the same.

Notary Public



Description: Consolidated fee schedule changes

Fiscal Impact: Increase revenue at golf courses

Funding Source: User fees

Account #: 55-0000-34701, 57-0000-34701

Budget Opening Required:

Issue: Adjust rates for green fees, player pass and tournament rates to increase revenue at The Ridge and Stonebridge Golf Clubs effective 2026. As part of the City's consolidated fee schedule, these changes must be approved by City Council.

Summary: The Ridge and Stonebridge Golf Clubs have been at near capacity for the last couple of years. Due to the high demand and quality of experience, golf rates should be adjusted to maximize the revenue.

Background: The Ridge and Stonebridge Golf Clubs wish to adjust the green fees, player pass and tournament rates. An element of the continued success of the City's golf clubs are the Player Passes and the over 40,000 rounds played by the pass holders.

Recommendation: City staff recommend the proposed changes for the sale of passes and season rates beginning 2026.

Department: Parks & Recreation
Submitted by: Jamie Young
Date: January 13, 2026



**WEST VALLEY CITY, UTAH
ORDINANCE NO. 1**

Draft Date: 1/6/2026

Date Adopted: _____

Date Effective: _____

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

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

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

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 Section 1-2-107 of the West Valley City Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City,

Utah as follows:

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

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

1-2-107. PARKS AND RECREATION DEPARTMENT.

(1) Park User Fees:

- a. Park Pavilion Rental – \$80 for residents, \$100 for nonresidents Monday – Thursday; \$100 for residents, \$125 for nonresidents Friday – Sunday
- b. Park Open Space Use Fee (for festivals, circus, car shows) – \$400 per day
- c. Soccer Field Rental – \$100 per half-day (before/after 2:00 P.M.)
- d. Soccer Field Fee to Line Field and Goal Area – \$100
- e. Softball Field Rental – \$250 per half-day (before/after 2:00 P.M.)

31 f. Field Lights (per field) – \$75/hour or fraction of an hour
32 g. Softball/Baseball Field Prep

33 i. \$65/field each time to drag, mark, or rake
34 ii. \$20/field for quick rake and re-mark

35 h. Electrical Power Boxes – \$200 setup fee/box
36 i. Electrical Power Box Rental – \$25/day

37 (2) Use of Maverik Center, per patron – \$1/ticket*

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

39 (3) Family Fitness Center:

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

41 i. Family (up to six) – \$484 or \$48/month
42 ii. Couple – \$412 or \$41/month
43 iii. Couple – Senior (60+) – \$256 or \$25/month
44 iv. Adult – \$281 or \$27/month
45 v. Adult – Senior (60+) – \$190 or \$18/month
46 vi. Minor (three – 17) – \$228 or \$23/month

47 Military/Veterans – 10 percent discount

48 b. Annual Membership Passes (Nonresidents):

49 i. Family (up to six) – \$539 or \$52/month
50 ii. Couple – \$467 or \$45/month
51 iii. Couple – Senior (60+) – \$311 or \$29/month
52 iv. Adult – \$336 or \$31/month
53 v. Adult – Senior (60+) – \$245 or \$22/month
54 vi. Minor (three – 17) – \$283 or \$27/month

55 Military/Veterans – 10 percent discount

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

57 i. Minor (three – 17) – \$5
58 ii. Adult – \$7
59 iii. Senior (60+) – \$4.50

60 Military/Veterans – 10 percent discount

61 d. Family Fitness Center Daily Admission Fees (Nonresidents):

- i. Minor (three – 17) – \$6
- ii. Adult – \$8
- iii. Senior (60+) – \$5.50
- Military/Veterans – 10 percent discount
- e. *Repealed by Ord. 19-12.*
- f. *Repealed by Ord. 19-12.*
- g. Family Fitness Center Childcare Fees:
 - i. Per Child – \$4/hour; Members: first hour free, \$2 for each additional hour
 - ii. Kidz Kamp Program – \$36/day; members receive a 15% discount
 - iii. Afterschool Kamp – \$17/day; members receive a 15% discount

(4) The Ridge Golf Club:

- a. Nine holes:
 - i. Green fees – \$18 \$22.50 Monday-Thursday (holidays excepted), \$28.00 Friday-Sunday and holidays
 - ii. Power Carts – \$10
 - iii. Pull carts – \$4
 - iv. Premium Club rental – \$20
- b. Eighteen holes:
 - i. Green fees – \$36 \$45 Monday-Thursday (holidays excepted), \$55 Friday-Sunday and holidays
 - ii. Power Carts – \$20
 - iii. Pull carts – \$8
 - iv. Premium Club rental – \$35
- c. Military Rate for nine holes – \$1430, for 18 holes – \$2860 (~~Monday – Thursday anytime includes cart~~)
- d. Juniors (High School and College players), nine holes (~~Monday – Friday anytime, weekends and holidays after 1:00 P.M.~~) – \$9 \$20, includes cart
- e. Juniors (High School and College players), 18 holes (~~Monday – Friday anytime, weekends and holidays after 1:00 P.M.~~) – \$18 \$40, includes cart
- f. Seniors, nine holes (~~Monday – Thursday anytime~~) – \$1430, includes cart
- g. Seniors, 18 holes (~~Monday – Thursday anytime~~) – \$2860, includes cart

93 h. Passes:

94 i. Players Pass – \$299300

95 ii. Players Pass or West Valley City resident 9/18 holes (Monday – Thursday

96 anytime, holidays excepted) – \$1020/\$35, includes cart

97 iii. Players Pass or West Valley City resident 9/18 holes (Fridays, weekends and

98 holidays, includes cart) – \$3525/\$50, includes cart

99 iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – \$9

100 v. Punch Pass 10 rounds of walking nine holes – \$130 \$175 (\$90 \$150 for Lake

101 Park employees, must show Lake Park employee ID to purchase)

102 i. Driving range:

103 i. Range balls, small bucket – \$5

104 ii. Range balls, large bucket – \$10

105 iii. Players Pass Small Bucket – \$4

106 iv. Players Pass Large Bucket – \$8

107 v. 10-Token driving range pass – \$40 (\$30 for Lake Park employees, must show

108 Lake Park employee ID to purchase)

109 j. Tournaments:

110 i. Monday – Thursday, includes cart and merchandise – \$65 \$85

111 ii. Friday – Sunday, includes cart and merchandise – \$11,000 course rental for 18

112 holes, up to 144 players

113 iii. Tournament all-inclusive package - \$125

114 (5) Stonebridge Golf Course:

115 a. Nine holes:

116 i. Green fees – \$18 \$22.50 Monday-Thursday (holidays excepted), \$28.00 Friday-

117 Sunday and holidays

118 ii. Power Carts – \$10

119 iii. Pull carts – \$4

120 iv. Premium Club rental – \$20

121 b. Eighteen holes:

122 i. Green fees – \$36 \$45 Monday-Thursday (holidays excepted), \$55 Friday-

123 Sunday and holidays

- ii. Power Carts – \$20
- iii. Pull carts – \$8
- iv. Premium Club rental – \$35
- c. Military Rate for nine holes – \$1430, for 18 holes – \$2860 (Monday – Thursday anytime includes cart)
- d. Juniors (High School and College players), nine holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – \$9 \$20, includes cart
- e. Juniors (High School and College players), 18 holes (Monday – Friday anytime, weekends and holidays after 1:00 P.M.) – \$18 \$40, includes cart
- f. Seniors, nine holes (Monday – Thursday anytime) – \$1430, includes cart
- g. Seniors, 18 holes (Monday – Thursday anytime) – \$2860, includes cart
- h. Passes:
 - i. Players Pass – \$299300
 - ii. Players Pass or West Valley City resident 9/18 holes (Monday – Thursday anytime, holidays excepted) – \$1020/\$35, includes cart
 - iii. Players Pass or West Valley City resident 9/18 holes (Fridays, weekends and holidays, includes cart) – \$3525/\$50, includes cart
 - iv. Players Pass Cart 9/18 holes (Monday – Thursday anytime) – \$9
 - v. Punch Pass 10 rounds of walking nine holes – \$130 \$175 (\$90 \$150 for Lake Park employees, must show Lake Park employee ID to purchase)
- i. Driving Range:
 - i. Range Balls, small bucket – \$5
 - ii. Range Balls, large bucket – \$10
 - iii. Players Pass Small Bucket – \$4
 - iv. Players Pass Large Bucket – \$8
 - v. 10-Token driving range pass – \$40 (\$30 for Lake Park employees, must show Lake Park employee ID to purchase)
- j. Tournaments:
 - i. Monday – Thursday, includes cart and merchandise – \$65
 - ii. Friday – Sunday, includes cart and merchandise – \$11,000 for course rental for 18 holes, up to 144 players

iii. Friday – Sunday, includes cart and merchandise – \$14,000 course rental for 27 holes, up to 220 players

iv. Tournament All-inclusive package: \$125

(6) Golf Club/Course Temporary Fee Discounts:

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

(7) Community and Recreational Services Fees:

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

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

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

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

188

189 **PASSED and APPROVED** this _____ day of _____, 2026.

190

191 WEST VALLEY CITY

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195 MAYOR

196

197 ATTEST:

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201 CITY RECORDER

Description: Extend Interlocal Cooperation Agreement between Salt Lake County and West Valley City for senior center meals and transportation

Fiscal Impact: +18,786.00 annually

Funding Source: Salt Lake County

Account #: General Fund

Budget Opening Required: **N**

Issue:

Authorize Amendment to extend the Interlocal Cooperation Agreement between Salt Lake County and West Valley City for senior center meals and transportation.

Summary:

In July 2020, Salt Lake County entered into an agreement with West Valley City to provide meals and transportation services to patrons at the Harman Senior Recreation Center. The agreement ended on December 31, 2025. Both agencies expressed a desire to extend the agreement for three years to December 31, 2028.

Background:

The Harman Senior Recreation Center provides meals and transportation services to the seniors in West Valley City. Salt Lake County reimburses a portion of the cost of a kitchen helper at \$18,086.00 annually and \$700 per year for associated supplies.

Recommendation:

Staff recommends approval of the amendment of the Interlocal Agreement with Salt Lake County to provide services through the Harman Senior Recreation Center.

Department: Parks & Recreation

Submitted by: Jamie Young, Parks & Recreation Director

Date: December 23, 2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO AN INTERLOCAL COOPERATION
AGREEMENT WITH SALT LAKE COUNTY FOR SERVICES
AT THE HARMON SENIOR RECREATION CENTER.**

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, West Valley City and Salt Lake County have previously entered into an Interlocal Cooperation Agreement to provide certain services at the Harmon Senior Recreation Center; and

WHEREAS, the City and County desire to extend the term of said Agreement; and

WHEREAS, an amendment has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Amendment No. Five to Interlocal Cooperation Agreement” (hereinafter, the “Amendment”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Amendment between the City and Salt Lake County is hereby approved in substantially the form attached, and that the Mayor and City Recorder are hereby authorized to execute said Amendment for and on behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**AMENDMENT FIVE
TO
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
WEST VALLEY CITY
for
Senior Center Meals & Transportation**

This Amendment Five to the Interlocal Cooperation Agreement (this “Amendment”) is between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Aging and Adult Services Division (the “County”), and West Valley City, a Utah Municipal Corporation (“City”).

R E C I T A L S :

- A. The parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended, to enter into agreements with each other which will enable them to make the most efficient use of their powers.
- B. On or about July 27, 2020, the Parties entered into an Interlocal Cooperation Agreement County Contract No. 0000002542 (“Agreement”) for County to provide meals and transportation services to patrons at City’s Harmon Senior Recreation Center.
- C. The Parties wish to amend the Agreement to extend the term of the Agreement for an additional three years.

NOW, THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Recitals above are incorporated herein and made a part of this Amendment by reference.
2. Paragraph 4 of the Agreement is hereby amended to extend the term of the Agreement through December 31, 2028.
3. This Amendment Five is effective upon the signature of the last party to sign as indicated by the date accompanying the authorized representative’s signature.
4. All Parts, Paragraphs, Attachments, and other provisions of the Agreement not specifically modified by this Amendment Four will be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Amendment to the Agreement to be duly executed.

SALT LAKE COUNTY

WEST VALLEY CITY:

By: _____
Mayor or Designee

By: _____
Mayor or Designee

Date: _____

Date: _____

Division Approval:

By: _____

Date: _____

Reviewed as to Form and Legality:

Melanie F. 
By: _____
Melanie F. Mitchell,
Senior Attorney
Salt Lake County District Attorney's
Office

Digitally signed by
Melanie F. Mitchell
Date: 2025.12.12
09:53:11 -07'00'

Description: Amended Agreement with Taylorsville for Animal Control Services

Fiscal Impact: \$450,000

Funding Source: Taylorsville City

Account #: N/A

Budget Opening Required: **N**

Issue:

Amendment to the originally approved agreement with Taylorsville City for the provision of Animal Control services.

Summary:

Approve and authorize the execution of an amended agreement with Taylorsville City for the provision of Animal Control services at a mutually agreed-upon revised rate.

Background:

West Valley City has provided Animal Control services to Taylorsville City since 2012. This partnership has been successful, and both parties wish to continue the provision of services pursuant to an amended agreement reflecting updated rates.

Recommendation:

Approve the updated Agreement with Taylorsville City for Animal Control Services.

Department: West Valley City Animal Services Department
Submitted by: Melanie Bennett, Director of Animal Services
Date: 01.13.2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO AN AGREEMENT WITH
TAYLORSVILLE CITY FOR ANIMAL CONTROL
SERVICES.**

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, West Valley City and Taylorsville City (hereinafter, “Taylorsville”) have previously entered into an Agreement for Animal Control Services; and

WHEREAS, the parties desire to amend said agreement to provide for additional compensation for services provided; and

WHEREAS, an Amendment to the Agreement has been prepared for execution by and between the City and Taylorsville, a copy of which is attached hereto and entitled “Amendment No.1 to Agreement for Animal Control Services” (hereinafter, the “Amendment”), that sets forth the amended terms of said agreement; 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 authorize the execution of the above-referenced Amendment.

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

AMENDMENT NO. 1 TO AGREEMENT FOR ANIMAL CONTROL SERVICES

This Amendment No. 1 to the Agreement for Animal Control Services (the "Amendment") is entered into this **4th day of January 2026** by and between West Valley City, a municipal corporation of the state of Utah and Taylorsville City, a municipal corporation of the state of Utah (collectively, the "Parties").

WITNESSETH

WHEREAS, West Valley City and Taylorsville City entered into an Agreement for Animal Control Services (the "Agreement") on or about July 1, 2012; and

WHEREAS, the Parties desire to amend the Agreement to extend the term and amend compensation.

NOW THEREFORE, in consideration of the covenants and promises contained in this Amendment No. 1, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** This Amendment shall amend the Contract Price and Term of the Agreement.
- 2. Amendments.** Sections 13 and 16 of the Agreement are hereby amended as follows:
 13. Term. This Agreement shall be effective on upon execution and shall terminate June 30, 2026 unless otherwise terminated pursuant to Section 14 of this Agreement (the "Initial Term"). The amended Contract Price described in Section 16 shall become effective on February 1, 2026 and shall be prorated during the initial term, with Taylorsville paying the previous rate for December and January. Unless either Party provides written notice to the contrary at least 90 days prior to the end of the term, this Agreement shall automatically renew for five additional one year terms ("Renewal Terms"). The provisions of Section 14 of this Agreement shall remain in effect for any renewal term.
 16. Collection of License Fees and Payment for Services.
 - a. West Valley Collect and Retain License Fees. Taylorsville has adopted a license fee ordinance. Throughout the term of this Agreement, West Valley shall collect on behalf of Taylorsville all license fees, assessments, impound fees or fines (collectively, the "**License Fees**") and other applicable charges for Animal Control Services performed within the Taylorsville Limits. The amounts so collected shall be retained by West Valley to offset the Contract Price, as defined below.
 - b. Contract Price. Taylorsville shall pay the amount (the "**Contract Price**") of \$450,000 for the Initial Term (prorated as described in Section 13 above) and any Renewal Term unless the Parties mutually agree upon a different rate as set forth in this Agreement.

- i. Beginning with fiscal year 2026-2027, if the Contract Price paid by Taylorsville exceeds 23.49% of West Valley's actual animal control expenditures for a fiscal year, Taylorsville shall be entitled to a rebate of the difference between the Contract Price and 23.49% of West Valley's actual animal control expenditures. For example, if West Valley spends \$1,700,000 on animal control during 2026-2027, Taylorsville shall be entitled to a rebate of \$50,670 ($\$450,000 - (\$1,700,000 * 0.2349) = \$50,670$). Said rebate may be credited toward the next year's payment or repaid directly at Taylorsville's election.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control. Except as expressly set forth in this Amendment No. 1, the Agreement is otherwise unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment No. 1.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment No. 1 on the date first written.

WEST VALLEY CITY

Mayor Karen Lang

ATTEST:

Nichole Camac, West Valley City Recorder

TAYLORSVILLE CITY



Mayor Kristie S. Overson

ATTEST:



Jamie Brooks, Taylorsville City Recorder



Description: Aerial Photography purchase from Salt Lake County Surveyor's Office

Fiscal Impact: \$4,660.50

Funding Source: Existing Budget

Account #: 10-4123-40310-00000-0000

Budget Opening Required:

Issue:

A resolution authorizing an agreement with Salt Lake County Surveyor's Office and Assessor's Office to purchase digital orthorectified aerial photography flown April – June 2025.

Summary:

This resolution authorizes the City to enter into an agreement for the purchase and use of digital orthorectified aerial photography of West Valley City at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries. The County grants the City a limited license for a web service of the imagery as well as electronic files of orthorectified imagery. The cost is \$130 per square mile for the orthorectified imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 35.85 square miles. The total payment for orthorectified imagery is \$4,660.50.

Background:

Current, accurate digital orthorectified photography has many uses within the City. The photos are used within the majority of City Departments to visualize and identify growth; compare urban changes with aerial photography from previous years; as a reference for new spatial information; as a background for online map viewers and printed maps; for measurements of impervious surfaces; and more. The format is compatible with existing GIS applications that are used and developed by City Staff. By partnering with other agencies, costs for aerial photography are significantly reduced.

Recommendation:

City staff recommends the approval of this resolution.

Department: Administration, IT Division

Submitted by: Jeni Erkkila, IT Division

Date: December 18, 2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT
LAKE COUNTY FOR ACCESS TO AERIAL IMAGERY.**

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, West Valley City desires to access aerial imagery through services provided by the County; and

WHEREAS, Salt Lake County (hereinafter, the “County”) is willing to grant access, subject to the execution of an appropriate interlocal agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Interlocal Cooperation Agreement” (hereinafter, the “Agreement”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
And
WEST VALLEY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into this 8 day of December 2025, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “County”), and the city of WEST VALLEY CITY, a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery (“Oblique Imagery”) and high-resolution orthogonal (“Orthorectified Imagery”) aerial photographs of certain areas of Salt Lake County (the “Pictometry Agreement”); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in the County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor’s Office (“Surveyor”) and the Salt Lake County Assessor’s Office (“Assessor”), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (the “Interlocal Act”) to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City agree as follows:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on December 8, 2025 or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the \$130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 35.85 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$4660.50. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination,

A. This Agreement shall take effect upon its full execution and delivery and shall terminate on June 30, 2026 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this Agreement for convenience at any time by giving at least thirty (30)-days prior written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving at least seven (7)-days prior written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. No Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the "Immunity Act"). Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County:	Salt Lake County Mayor 2001 South State Street, N2-100 PO Box 144575 Salt Lake City, Utah 84114-4575
And	Salt Lake County Surveyor 2001 South State Street, N1-400 PO Box 144575 Salt Lake City, Utah 84114-4575
City:	West Valley City 3600 S Constitution Blvd West Valley City, UT 84119

8. Termination. The County may terminate this Agreement for an "Event of Default" as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term "Event of Default" means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between the Parties that:

A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other.

B. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

C. As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of a designee of the County and a designee of the City. The County designates Lindsay Hales Bentley its as representative to such joint board to assist in the management of this Agreement. The City designates _____ as its representative to such joint board to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this Agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

10. Additional Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

A. This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Bradley E. Park
County Surveyor

Reviewed as to Form and Legality:

By _____
Deputy District Attorney

WEST VALLEY CITY

By: _____
Mayor Karen Lang or Designee

ATTEST:

City Recorder

Reviewed as to Form and Legality:

Brandon Hill

Asst. City Attorney

Exhibit A
Geographical Boundaries



Description: FY25-26 Jordan River Extra Patrols

Fiscal Impact: \$40,000

Funding Source: Utah Division of Forestry, Fire & State Lands

Account #: NA

Budget Opening Required: **N**

Issue:

Amendment to the original approved MOA from a 5 year term to 1 year.

Summary:

The Utah Division of Forestry, Fire and State Lands oversees the management and protection of state sovereign lands throughout Utah. Due to legislative changes in 2024 (H.B. 469) that created the DNR Division of Law Enforcement, FFSL now seeks to contract with local law enforcement agencies to provide supplemental patrol services on sovereign lands. These services are designed to reduce resource degradation, prevent illegal activities, and ensure public safety on state sovereign lands through the deployment of law enforcement officers.

Background:

Resolution NO. 25-109 was approved back in August of this year. Upon further review, the Division of Forestry, Fire and State Lands and the Division of Law Enforcement of the Department of Natural Resources found a clerical error. The original MOA was approved for a 5 year term. FFSL would like to amend the terms from 5 years to 1 year to allow the agreement to be revisited annually based on the funds they may or may not receive.

Recommendation:

Approve the updated Memorandum of Agreement to reflect the reduction in contract length from 5 years to 1 year.

Department: West Valley City Police Department
Submitted by: Colleen Jacobs, Chief of Police
Date: 12/4/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A MEMORANDUM OF AGREEMENT WITH THE
STATE OF UTAH TO PROVIDE LAW ENFORCEMENT
SERVICES.**

WHEREAS, the Division of Forestry, Fire and State Lands and the Division of Law Enforcement of the Department of Natural Resources (collectively, the “State of Utah”) wish to contract with the City to reimburse the City for law enforcement activities on certain state property; and

WHEREAS, a Memorandum of Agreement (the “Agreement”) has been prepared by and between the City and the State of Utah to establish the terms of said cooperation; 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Mayor and City Manager are authorized to execute the Agreement for and on behalf of the City, subject to final approval of the form of the Agreement by the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

		State Contract # _____ Purchasing Assigned by the Division of Finance or
STATE OF UTAH CONTRACT COVER SHEET		
This contract is entered into as a result of: <input type="checkbox"/> The procurement process on Bid /RFP # _____ <input type="checkbox"/> The procurement process on Requisition # _____FY _____ <input type="checkbox"/> Pre-approved sole source (approval attached) _____ <input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation <input checked="" type="checkbox"/> Contract with other state agency or political subdivision <input type="checkbox"/> Under \$5,000 (total amount for contract period) <input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169 <input type="checkbox"/> Revenue agreement		

COMMENTS

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS
CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

		LEGAL STATUS OF CONTRACTOR: LG <input checked="" type="checkbox"/> Federal, State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION: Division: <u>FORESTRY, FIRE, & STATE LANDS</u> Office: _____		NAME OF CONTRACT: _____ Name of Contractor: _____ Address: _____ _____ DUNS # (if applicable) _____

APPROVAL AND REVIEW SIGNATURES

UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE LANDS

APPROVAL AND REVIEW OF CONTRACTS

Program Manager

Date

Area Manager

Date

APPROVAL OF FUNDS AVAILABILITY:

Financial Manager

Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- 1. Vendor Contract - Contractor provides goods or services.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - Other approved provisions used as Attachment A in Contract.
- 2. Subrecipient Contract - Contractor carries out grant program.
 - Standard Terms and Conditions used as Attachment A in Contract and DNR Subaward Terms and Conditions used as additional attachment.
 - Other approved provisions used as additional attachment.
- 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Page 2 of 3

Source of Funds:

Contract Allocation Sheet										Total	
							FFY26				
State/Federal Source	CFDA %	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Phase	
			1000	560	1780	RDH	6137	FL2019JRR	40,000	FSLJR	
				560							
				560							
				560							
Totals								\$40,000			

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

Page 3 of 3

MEMORANDUM OF AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This MEMORANDUM OF AGREEMENT (“Agreement”) is entered into between the UTAH DIVISION OF FORESTRY FIRE AND STATE LANDS (“FFSL”), the UTAH DNR DIVISION OF LAW ENFORCEMENT (“DLE”), and West Valley City PD (“LE Partner”) to provide law enforcement services on state sovereign lands (collectively, the “Parties”), specifically Jordan River. This Agreement is effective as of the date of the last signature (“Effective Date”).

RECITALS

WHEREAS, prior to 2025, the respective divisions within the Department of Natural Resources (“DNR”), including FFSL, managed their own law enforcement programs and officers.

WHEREAS, during the 2024 general session of Utah Legislature, H.B. 469 created the DLE agency, which would employ and manage all law enforcement personnel working for the divisions within DNR.

WHEREAS, H.B. 469 went into effect January 1, 2025, and DLE and the respective Divisions within DNR are in the process of developing processes and agreements to define relationships between agencies.

WHEREAS, FFSL has funding to contract with LE Partner to provide supplemental law enforcement services, in addition to the services provided to FFSL by DLE.

WHEREAS, pursuant to this Agreement, DLE will provide the necessary training and orientation to LE Partner to ensure safety and effectiveness of LE Partner patrols and monitoring.

1. **Law Enforcement Activities.** FFSL requests LE Partner provide Utah Peace Officer Standards and Training (POST) certified law enforcement officers (“Officers”) for the purpose of monitoring activities on state sovereign lands and enforcing state and county laws, including without limitation FFSL’s governing statutes and administrative rules regarding the use of sovereign lands. In all circumstances, the primary function of the Officers when conducting patrols on sovereign lands shall be public safety and protection of the sovereign lands from resource degradation. The Officers shall wear official law enforcement uniforms and utilize marked law enforcement vehicles, unless a particular operation necessitates the use of plain clothes and unmarked vehicles while undertaking FFSL requested patrols or investigations on sovereign lands (“Patrols”).

2. **Notice of Patrols.** FFSL shall provide LE Partner with a list of preferred dates and/or times for Patrols. These lists will identify the sovereign lands to be monitored, as well as the potential resource degradation, associated uses, and/or public safety concerns that typically occur on these lands. LE Partner agrees to provide Officers with these lists and to encourage staffing Officers to Patrols at the specified dates and times. Patrols outside of the preferred dates and/or times provided to LE Partner require approval from FFSL prior to the time of patrol to be eligible for payment reimbursement under this Agreement. LE Partner’s requests for approval and FFSL approval may be made via e-mail.

3. Patrols' Intent. FFSL's intended objective for the Patrols is to reduce resource degradation and prevent illegal activities on sovereign lands and other resource-related violations on and around sovereign lands. A full copy of FFSL's Statutory Law and Administrative Rules will be provided to Officers upon request.

4. Training. Officers assigned to any FFSL assignment or Patrols shall participate in trainings or orientations as deemed necessary by FFSL prior to assignment or Patrol to ensure the safety of the Officers and continuity of the Patrols contemplated by this Agreement. Officer training described in this section shall be compensated at the overtime rate as prescribed by the LE Partner and as agreed to by FFSL.

5. Reporting. Officers assigned to any FFSL assignment or Patrol under this Agreement will conform to standard report generation and submission requirements to include documenting appropriate incidents within FFSL's Records Management System, providing case numbers, citation violation types and other records or documents generated as part of their duties. Officers shall also be required to maintain and submit daily logs or other documents which include detailed lists of law enforcement, education, and regulatory activities to a designated FFSL records management system.

6. Contracted Rate. FFSL shall reimburse LE Partner for Patrols or services rendered at a rate not to exceed one hundred dollars (\$100) per hour ("Contracted Rate"). The Contracted Rate may be adjusted to account for inflation and/or cost of living increases. In those cases, the Contracted Rate may be set above \$100 per hour only upon mutual written consent of the Parties.

7. Invoicing and Payment. LE Partner will submit invoices under this Agreement to FFSL within thirty (30) days from the date of Patrols or services rendered. Any invoices received by FFSL after ninety (90) days from the date of Patrols or services rendered will be considered delinquent and are subject to non-payment by FFSL. FFSL will pay LE Partner within thirty (30) days from receipt of invoices.

8. Extra Funding for Sovereign Lands Clean-up Work. In the event LE Partner does not utilize all its allocated funding for the activities contemplated herein, LE Partner may utilize the extra funding to contract with an FFSL-approved vendor to conduct cleanup activities on sovereign lands.

9. Verification of Officers' Time. LE Partner will verify any time submitted by Officers under this Agreement as time actually worked for purposes of this Agreement. Upon request of FFSL, LE Partner will provide FFSL with a record of verification of Officers' time.

10. Independent Contractor. LE Partner may operate as a team member with other law enforcement agencies under the guidance of a FFSL officer/supervisor. The Officers provided by the LE Partner are and will continue to be considered employees of their respective agencies and not employees or officers of FFSL or the State of Utah. The intent of this agreement is to outline the objectives and criteria for evaluating the completion of those objectives. The Parties do not intend to create an agency relationship, nor do they intend to create a legal cognizable Partnership.

11. Term & Termination. This Agreement may be terminated by either Party upon providing written notice at least thirty (30) days prior to the intended termination date. This Agreement is effective on the

date of signature of the last signatory to the Agreement and will remain in effect through June 30, 2026 or until terminated by any Party.

12. Utah Governmental Immunity Act. The Parties are subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended). Consistent with and subject to the terms of that Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts and omissions, or which are committed by its agents, officials, or employees; provided that any damages awarded and payable under this provision are limited to the amounts set forth in the Utah Governmental Immunity Act in effect at the time judgment is entered. It is also agreed that under this paragraph neither Party waives any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment.

13. Amendment. The Parties may amend the terms of this Agreement and/or add additional terms and conditions provided both Parties agree in writing.

14. Counterparts and Electronic Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement and any amendment thereto as the Parties may in the future agree to may be executed and communicated by electronic transmission which shall have the force and effect of binding and obligating the party thereto, without the need to further transmit the original signature.

15. Equipment. LE Partner shall be responsible for providing the necessary equipment and resources to meet the objectives and intent of this Agreement, including but not limited to, uniforms, vehicles, personal safety equipment, firearms, etc. FFSL shall not be responsible for providing necessary equipment or and shall not have any financial responsibility to LE Partner to fulfill the purpose of this Agreement. In the event the LE Partner identifies a need for the purchase of additional equipment to be used specifically for Patrols or any activity contemplated by this Agreement, FFSL and LE Partner may enter a separate agreement to govern the purchase, use and maintenance of that additional equipment.

16. Dispute Resolution. The Parties agree that they shall engage in mutual mediation in the event that a dispute arises relating to this Agreement, which shall be a prerequisite before filing any legal claim. The Parties shall jointly agree on a mediator, share equally in the costs, and mediation shall occur in Salt Lake County, Utah or a mutually agreeable location. This Agreement shall be governed by Utah law.

* * *

Signature Page Follows

LE Partner _____
(Official Representative)

**Utah Division of Forestry, Fire and
State Lands**
(Financial Manager)

Signature _____ Date _____

Signature _____ Date _____

Print or Type Name _____

Print or Type Name _____

Title _____

**Utah Division of Forestry, Fire and
State Lands**
(Director)

Approved as to form:
Utah Attorney General's Office
(Assistant Attorney General)

Signature _____ Date _____

Signature _____ Date _____

Print or Type Name _____

Print or Type Name _____

Division of Finance

Signature _____ Date _____

Print or Type Name _____

Approved as to form 12/8/2025

Brandon Hill

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **Contractor** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Custom Deliverable** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **Goods** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **Procurement Item** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **Response** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **Services** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **Solicitation** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **State Entity** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **Subcontractors** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": INTENTIONALLY DELETED**
7. **CONFLICT OF INTEREST: INTENTIONALLY DELETED**
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY: INTENTIONALLY DELETED**

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. DELIVERY: All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. INVOICING: Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: INTENTIONALLY DELETED

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.

27. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY DELETED

28. ASSIGNMENT: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. REMEDIES: Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. CONFIDENTIALITY: If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION: INTENTIONALLY DELETED**
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES: INTENTIONALLY DELETED**
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION: INTENTIONALLY DELETED**
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

Description: Mountain View Corridor Cooperative Agreement Amendment

Fiscal Impact: n/a

Funding Source: n/a

Account #: n/a

Budget Opening Required: No

Issue:

Amendment No. 1 to Mountain View Corridor Cooperative Agreement No. 2 between UDOT and West Valley City 4100 South to SR-201 right of way exchange and accept a quit claim deed from UDOT

Summary:

Execute an agreement with UDOT and accept a quit claim deed to convey a parcel of land associated with the Mountain View Corridor to the City.

Background:

Cooperative Agreement No. 2 identified parcels and rights of way that would be conveyed to and from UDOT and the City. The parcel on which the 3575 South shared use path park and ride lot was inadvertently left off the original agreement. The City has already agreed to maintain all shared use path facilities. UDOT desires to convey this parcel to the City. This agreement facilitates the transfer, and by this resolution, the City also accepts the quit claim deed from UDOT

Recommendation:

Execute the amended cooperative agreement and accept the quit claim deed

Department: Public Works
Submitted by: Dan Johnson
Date: January 6, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO A
COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE
UTAH DEPARTMENT OF TRANSPORTATION AND ACCEPTING A
QUIT CLAIM DEED.**

WHEREAS, the Utah Department of Transportation (“UDOT”) and the City previously entered into Mountain View Corridor Cooperative Agreement No. 2, which identified properties to be conveyed between the parties as part of the Mountain View Corridor project; and

WHEREAS, the parties desire to amend said Agreement to provide for an additional property transfer; and

WHEREAS, an Amendment has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled “Amendment No. 1” (hereinafter, the “Amendment”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; as well as a Quit Claim Deed conveying certain property (the “Deed”); and

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

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

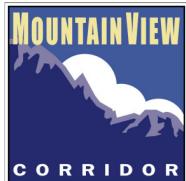
PASSED, APPROVED and MADE EFFECTIVE this _____ day of
_____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



AMENDMENT No. 1 TO

COOPERATIVE AGREEMENT No. 2 (AGREEMENT NO. 238227)

Between UDOT and West Valley City

4100 South to SR-201

Right-of-Way Exchange and Drainage

THIS AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 2, made and entered into this _____ day of _____, 20____, by and between the **Utah Department of Transportation**, ("UDOT"), and **West Valley City Corporation**, a Municipal Corporation in the State of Utah, ("City") each as ("Party") and jointly as ("Parties").

RECITALS

WHEREAS, UDOT has constructed that certain section of highway identified as Mountain View Corridor , 4100 South to SR-201; Project Number MP-0085(9)0 in West Valley City, Salt Lake County, Utah, ("Project"); and

WHEREAS, the Parties hereto entered into Cooperative Agreement No. 2, finance number 238227, dated August 29, 2022. All terms of said Cooperative Agreement remain in full force and effect unless otherwise specified herein.

WHEREAS, the Parties desire to add an additional parcel to be conveyed to the City.

THIS AGREEMENT is made to set out the amended terms and concurrence on the transfer of property.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

AGREEMENT MODIFICATIONS:

1. Add the following to Paragraph 1, **CONVEYANCE OF FEE PROPERTY:**

1.5 PROPERTY AT PARK AND RIDE: UDOT owns the property where the Park and Ride at the west end of 3575 South is located (UDOT Parcel 442:T, 442B:T & 444:T). UDOT will convey to the City the Park and Ride Property (UDOT Parcel 442:TAQ), via quit claim deed, without any compensation to UDOT, pursuant to Utah Code Section 72-4-105, the property is shown on Exhibit 1H, that is incorporated by reference.

2. All other terms of the original Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the provisions of this



Amendment shall supersede and control the provision of the agreement.

3. Each person signing this First Amendment warrants that the person has full legal capacity, power, and authority to execute this First Amendment for and on behalf of the respective Party and to bind such Party.
4. The Parties hereby agree to take any and all actions and execute, acknowledge, and deliver any and all documents reasonably necessary to effect the purposes of this First Amendment and each of the other related agreements.
5. This First Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.



S-0085(9)0; SALT LAKE County
SR-85, MVC; 4100 South to SR-201
WEST VALLEY CITY CORPORATION
CID 72192 PIN 13149

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

WEST VALLEY CITY CORPORATION, a Municipal Corporation of the State of Utah

ATTEST:

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

Approved as to form 1/6/2026 - BMH

Recommended For Approval:

Utah Department of Transportation

Title: Project Director

Title: Region Director

Date: _____

Date: _____

UDOT Comptroller Office

Title: Contract Administrator

Date: _____



S-0085(9)0; SALT LAKE County
SR-85, MVC; 4100 South to SR-201
WEST VALLEY CITY CORPORATION
CID 72192 PIN 13149

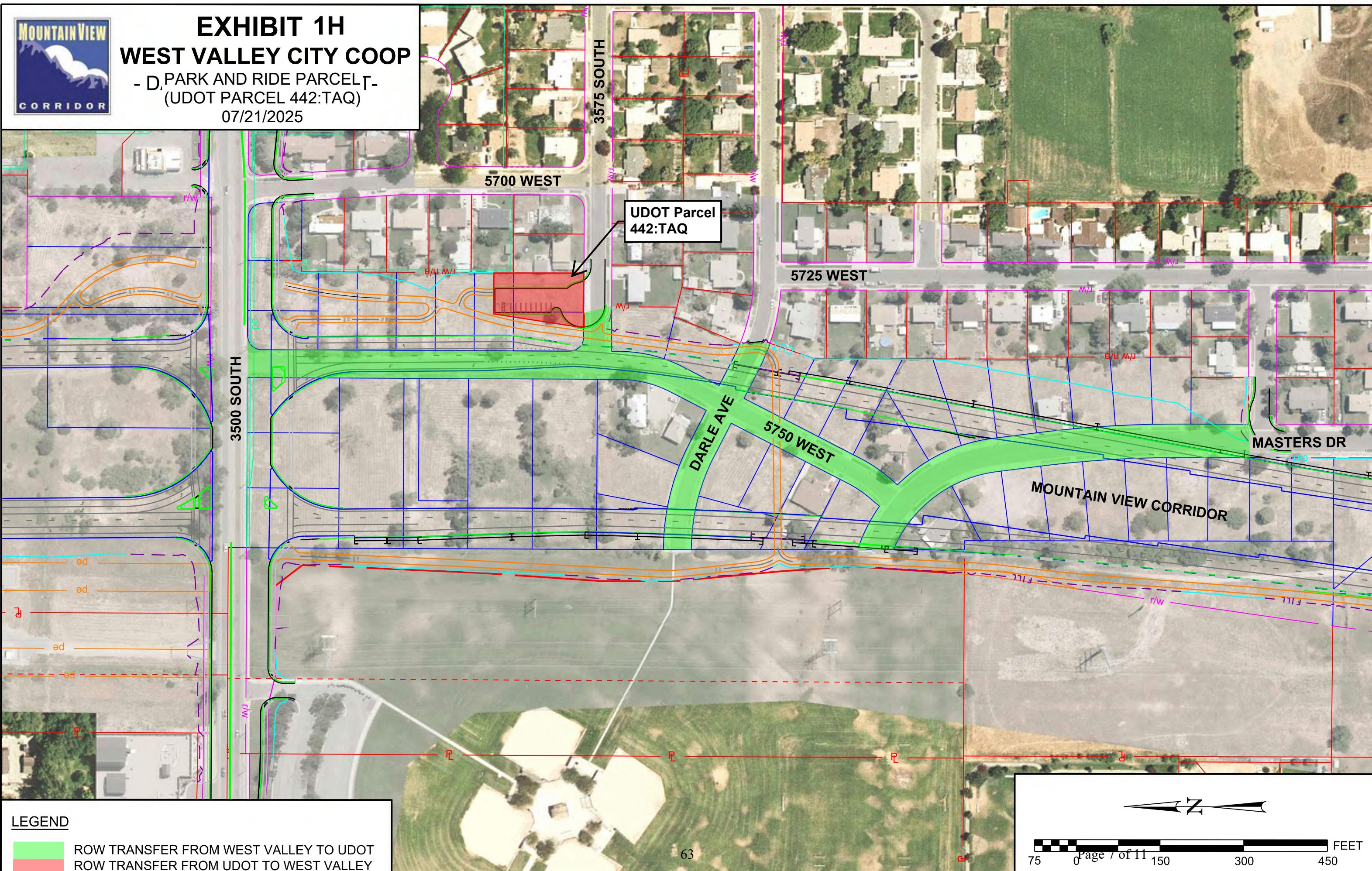
EXHIBIT 1H

Exhibit 1H West Valley City COOP Park and Ride Parcel Parcel 442:TAQ



EXHIBIT 1H

WEST VALLEY CITY COOP - D PARK AND RIDE PARCEL - (UDOT PARCEL 442:TAQ) 07/21/2025



WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(Controlled Access)

Salt Lake County

Tax ID No.	14-35-227-014
	14-35-227-015
	14-35-227-007
PIN No.	7703
Project No.	MP-0182(6)
Parcel No.	0182:442:TAQ

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to West Valley City, a Municipal Corporation of the State of Utah, Grantee, at 3600 South Constitution Blvd, West Valley City, County of Salt Lake, State of Utah, Zip 84119, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for roadway and parking purposes, situate in Lots 7, 8 and 9, Jonesdale Subdivision, recorded as Entry No. 1380198, in Book O of Plats at Page 33, in the Office of the Salt Lake County Recorder, and in the NE1/4 NE1/4 of Section 35, T.1S., R.2W., S.L.B.&M. The boundaries of said entire tract of land, consisting of portions of parcels 442:T, 442B:T and 444:T are described as follows:

Beginning at southeast corner of said Lot 9, and running thence S.89°57'00"W. 103.17 feet to a point in the existing easterly highway right of way and limited access line of the Mountain View Corridor (SR-85); thence along said existing easterly highway right of way and limited access line the following four (4) courses: (1) N.07°19'17"E. 112.93 feet to a point 209.19 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line opposite engineer station 1809+22.46; thence (2) N.11°22'27"E. 38.10 feet to a point 215.74 feet radially distant easterly from said control line opposite engineer station 1809+58.86; thence (3) N.14°56'37"E. 24.33 feet to the northwest corner of said entire tract at a point 221.50 feet radially distant easterly from said control line opposite engineer station

Continued on Page 2
UDOT RW-05UDA (11-01-03)

PIN No.	7703
Project No.	MP-0182(6)
Parcel No.	0182:442:TAQ

1809+81.76; thence (4) N.89°26'42"E. 74.84 feet to the northeast corner of said entire tract at a point 296.31 feet radially distant easterly from said control line opposite engineer station 1809+83.87; thence S.00°03'00"E. 173.51 feet along the easterly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described entire tract of land contains 15,772 square feet or 0.362 acre in area, more or less.

In the event the Grantee transfers the property or uses the described property for uses inconsistent with roadway purposes, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Pursuant to Title 72, Chapter 6, Section 117, the above described tract of land is granted without access to or from the adjoining freeway over and across the westerly boundary line of said tract of land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

Continued on Page 3
UDOT RW-05UDA (11-01-03)

PIN No. 7703
Project No. MP-0182(6)
Parcel No. 0182:442:TAQ

STATE OF UTAH) UTAH DEPARTMENT OF TRANSPORTATION
) ss.
COUNTY OF SALT LAKE) _____

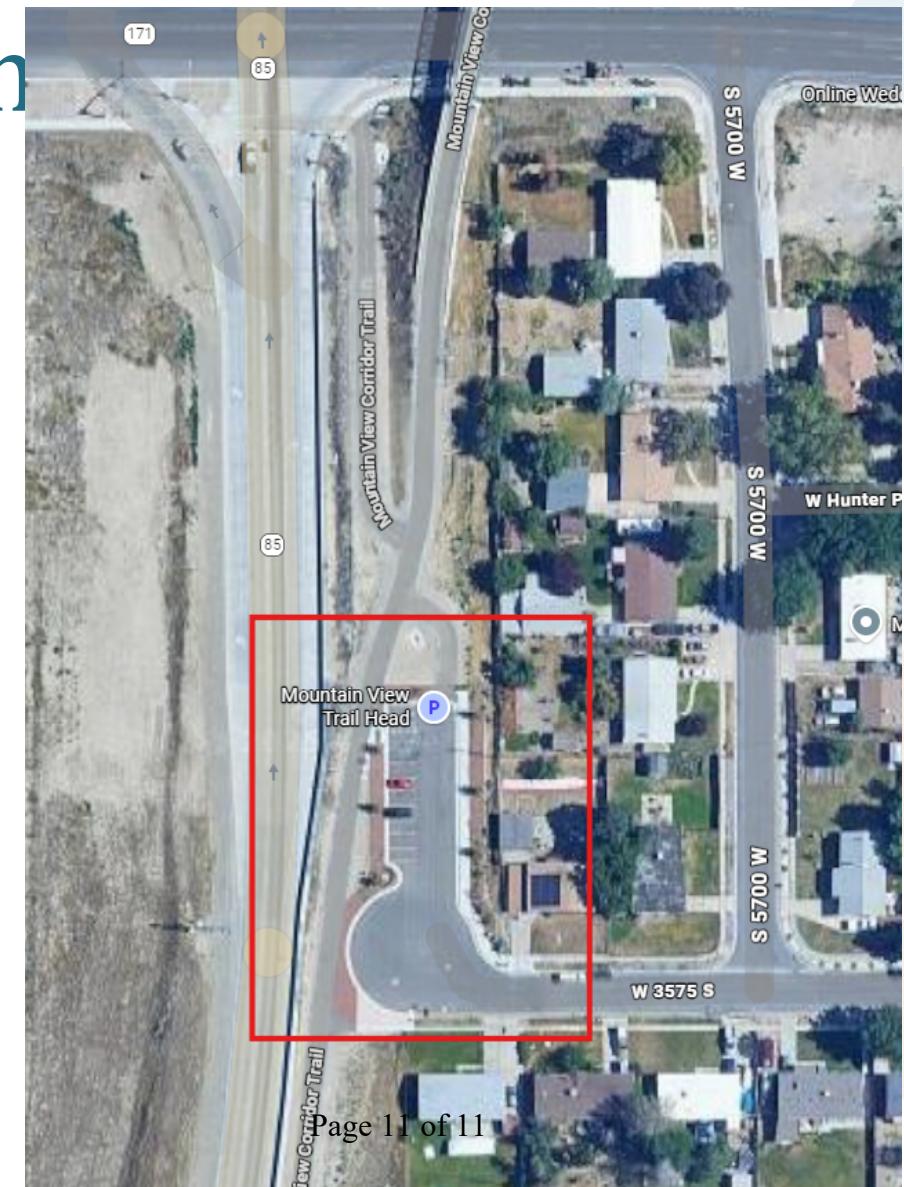
Ross Crowe,
Director of Right of Way, UDOT

On this _____ day of _____, in the year 20____, before me personally appeared, Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

Notary Public

UDOT Cooperative Agreement

- Agreement to accept property for an existing park and ride lot on 3575 South for the Mountain View Corridor shared use path



Description: Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed

Fiscal Impact: \$4,000.00

Funding Source: Class C Roads

Account #: 45-9610-40750-75308-0200

Budget Opening Required: No

Issue:

Authorization of a Right-of-way Purchase Agreement and acceptance of a Warranty Deed.

Summary:

JSB Apex Properties, LLC has signed a Right-of-way Purchase Agreement and a Warranty Deed in favor of West Valley City for properties located at 4085 South 2200 West (15-34-352-047 and 046).

Background:

The JSB Apex Properties, LLC parcels located at 4085 South 2200 West is one of the properties affected by the required removal and replacement of ADA ramps for the 2026 Asphalt Overlay Improvements Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over portions of the properties currently owned by the property owner. Compensation for the Warranty Deed in the amount of \$4,000.00 was based upon an appraisal report prepared by the Fortis Group, LLC.

Recommendation:

Authorize the mayor to execute the Right-of-way Purchase Agreement. Authorize City Recorder to record said Warranty Deed for and on behalf of West Valley City.

Department: Public Works
Submitted by: Steven J. Dale, P.L.S.
Date: 12/18/2025



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A
WARRANTY DEED WITH AND FROM JSB APEX PROPERTIES,
LLC FOR PROPERTY LOCATED AT 4085 SOUTH 2200 WEST.**

WHEREAS, JSB Apex Properties, LLC (herein “Owner”) has entered into a Right of Way Purchase Agreement for property located at 4085 South 2200 West that is affected by the 2026 Asphalt Overlay Improvements Project (herein “Project”); and

WHEREAS, Owner has also signed a Warranty Deed (the “Deed”), as required for the Project; 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 Owner, and to accept the Deed.

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

1. That the above-referenced document entitled “Right-of-Way Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this 8 day of December, 2025, JSB Apex Properties, LLC (GRANTOR), hereby agrees to sell to GRANTEE, West Valley City (the "City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes (the "Property").

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. The Property shall be conveyed by Warranty Deed in the form and for the property described in Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR may assign to lien-holder in obtaining the partial releases.
2. The City shall pay \$4,000.00 for the Property. This amount constitutes fair market value and is the entire payment for the Property and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.
3. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for this acquisition and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
4. Closing costs, if any, shall be paid by the City.

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

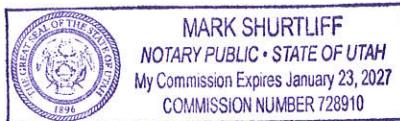
(Signatures follow)

GRANTOR
JSB APEX PROPERTIES, LLC



State of Utah)
:ss
County of Utah)

On this 8 day of December, 2025 personally appeared before
me Mark Shurtliff whose identity is personally known to me or proved to me
on the basis of satisfactory evidence, and who affirmed that he or she is the Managing Member
of JSB Apex Properties, LLC, and that he or she executed the foregoing instrument on behalf of
said entity by authority of its articles of organization or a resolution of its members.



Notary Public

GRANTEE
MAYOR

ATTEST:

CITY RECORDER

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

Space above for County Recorder's use
All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

WARRANTY DEED

JSB Apex Properties, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, two parcels of land in fee for public street purposes, located at **4085 South 2200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

Two parcels of land in fee, located in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcels of land are more particularly described as follows:

Parcel 1, portion of 15-34-352-046

Beginning at a point on the north right-of-way line of 4100 South, said point being North 00°00'45" West 66.00 feet and North 89°53'39" East 53.00 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 44°57'04" West 8.18 feet; thence North 89°53'39" East 6.78 feet; thence South 00°00'00" East 5.80 feet to said north right-of-way line; thence South 89°53'39" West 1.00 foot to the Point of Beginning. Containing 23 square feet, more or less.

Parcel 2, 15-34-352-047

Beginning North 00°00'45" West 66 feet and North 89°53'59" East 53 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 44°57'04" West 28.26 feet; thence South 20 feet; thence East 20 feet to beginning. Containing 200 square feet, of which 53 square feet, more or less, are now occupied by existing street improvements, balance is 147 square feet, more or less.

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

Warranty Deed

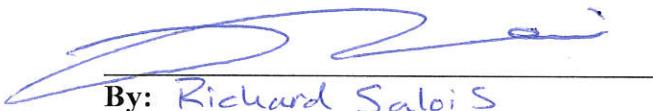
All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

Page 2 of 2

WITNESSED the hand of said GRANTOR this 8 day of December,
2025.

GRANTORS

JSB Apex Properties, LLC,
a Utah limited liability company



By: Richard Salois

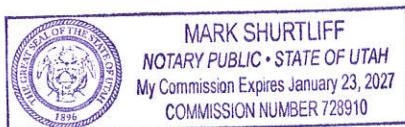
Title: Managing owner

State of Utah)

:ss

County of Utah)

On the 8 day of December, 2025, personally appeared
before me Richard E. Salois whose identity is personally
known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she
is the Managing Member of **JSB Apex Properties, LLC**, a Utah limited
liability company, a Utah by authority of its members or its articles of organization, and that
limited liability company, he/she acknowledged to me that said limited liability company
executed the same.



Notary Public

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

Space above for County Recorder's use

All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

WARRANTY DEED

JSB Apex Properties, LLC, a Utah limited liability company, GRANTOR, hereby conveys and warrants to WEST VALLEY CITY, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, two parcels of land in fee for public street purposes, located at **4085 South 2200 West**, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Warranty Deed are described as follows:

Two parcels of land in fee, located in the Southwest Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah. The boundaries of said parcels of land are more particularly described as follows:

Parcel 1, portion of 15-34-352-046

Beginning at a point on the north right-of-way line of 4100 South, said point being North 00°00'45" West 66.00 feet and North 89°53'39" East 53.00 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 44°57'04" West 8.18 feet; thence North 89°53'39" East 6.78 feet; thence South 00°00'00" East 5.80 feet to said north right-of-way line; thence South 89°53'39" West 1.00 foot to the Point of Beginning. Containing 23 square feet, more or less.

Parcel 2, 15-34-352-047

Beginning North 00°00'45" West 66 feet and North 89°53'59" East 53 feet from the Southwest Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 44°57'04" West 28.26 feet; thence South 20 feet; thence East 20 feet to beginning. Containing 200 square feet, of which 53 square feet, more or less, are now occupied by existing street improvements, balance is 147 square feet, more or less.

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

Warranty Deed

All of PARCEL I.D. #15-34-352-047 and a portion of 15-34-352-046

Page 2 of 2

WITNESSED the hand of said GRANTOR this 8 day of December, 2025.

GRANTORS

JSB Apex Properties, LLC,
a Utah limited liability company



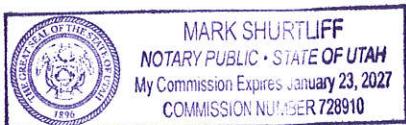
Richard E. Salois
Managing Member

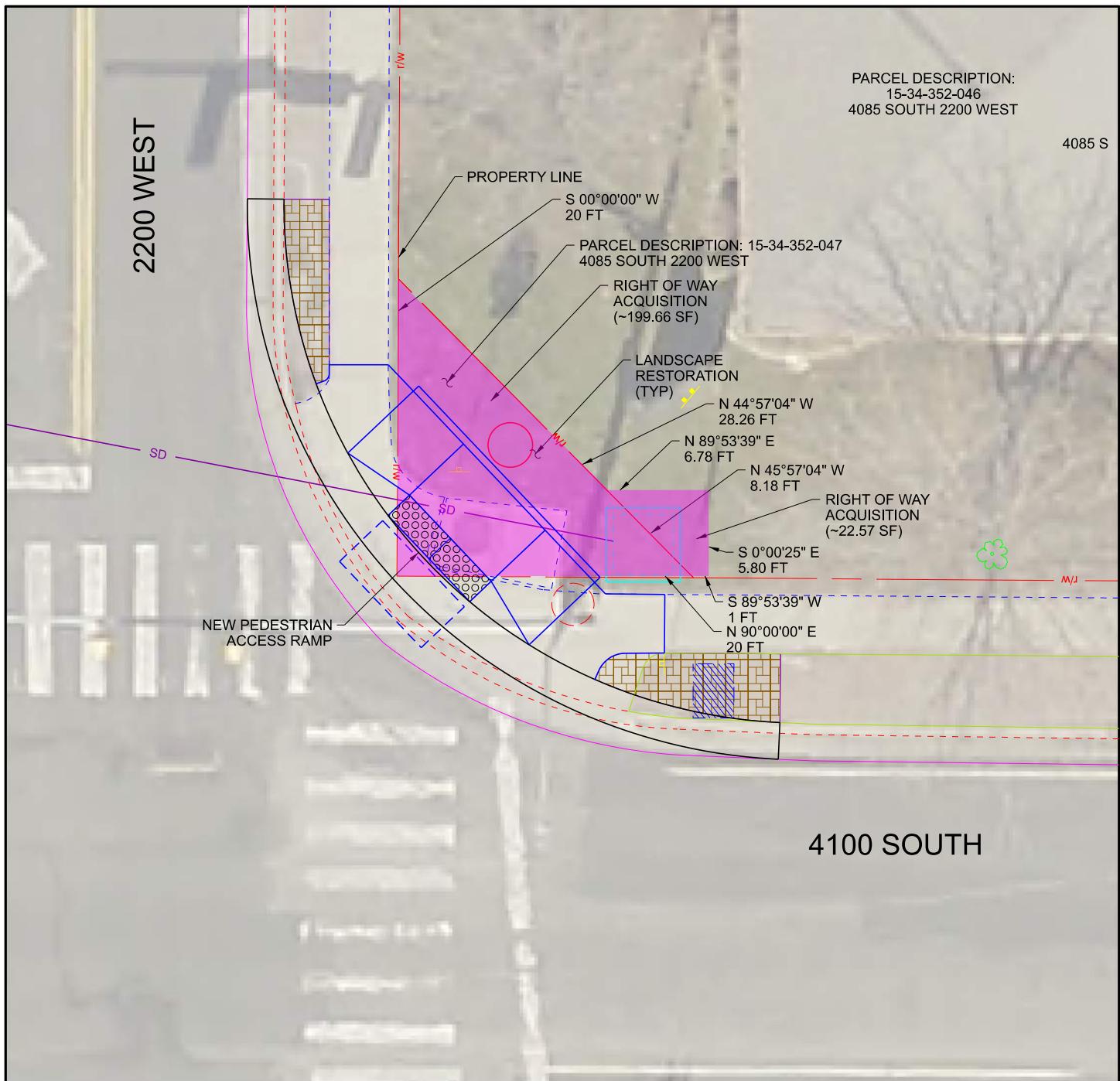
State of Utah)
:ss
County of Utah)

On the 8 day of December, 2025, personally appeared before me **Richard E. Salois** whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **JSB Apex Properties, LLC, a Utah limited liability company**, a Utah by authority of its members or its articles of organization, and that limited liability company, he acknowledged to me that said limited liability company executed the same.



Notary Public

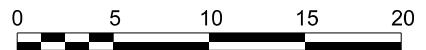




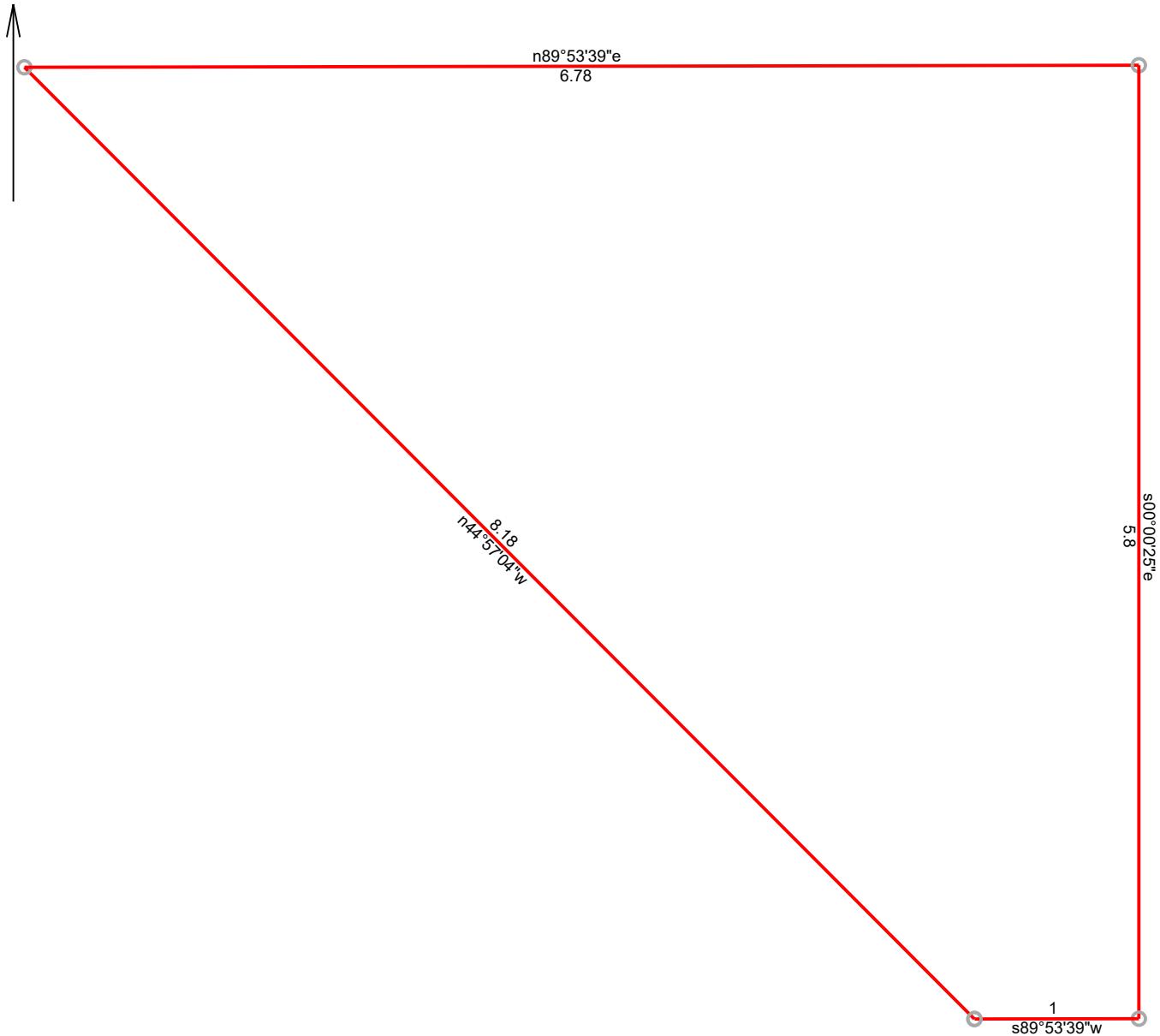
LEGEND

Detailed description: This legend provides a key for symbols used in the site plan. It includes the following entries:

- EXISTING SIDEWALK (blue dashed line)
- EXISTING CURB AND GUTTER (red dashed line)
- EXISTING EDGE OF PAVED ROAD (pink line)
- EXISTING PROPERTY LINE (red line)
- TEMPORARY CONSTRUCTION EASEMENT (TCE) (yellow line)
- RIGHT OF WAY ACQUISITION (pink line)
- NEW PEDESTRIAN ACCESS RAMP (blue line)
- ACQUISITION | TCE AREA (represented by a pink square on the left and a yellow square on the right)
- DETECTABLE WARNING SURFACE (represented by a black and white checkered pattern)
- CLEAR SPACE (represented by a white square with black outlines)



2026 ASPHALT OVERLAY PROJECT		 <p>WEST VALLEY CITY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720</p>	DESIGN	_____			
RIGHT-OF-WAY			CHECK	_____			
4100 SOUTH 2200 WEST			DRAWN	_____			
PROJECT NUMBER	WVC ENG CCR - 489		REMARKS		DATE	NO.	BY



4100 South

JSB Apex Properties, LLC to WVC (portion of 15-34-352-046) WD 9/17/2025

Scale: 1 inch= 1 feet

File:

Tract 1: 0.0005 Acres (23 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/14315), Perimeter=22 ft.

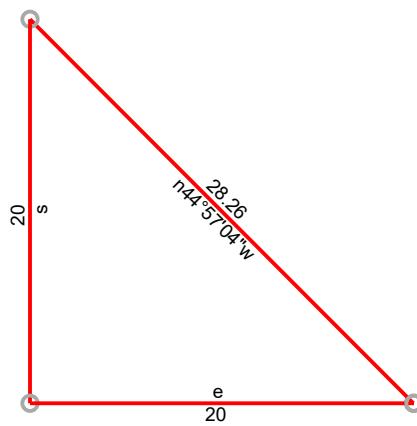
01 n44.5704w 8.18

02 n89.5339e 6.78

03 s00.0025e 5.8

04 s89.5339w 1

2200 West



4100 South

JSB Apex Properties, LLC to WVC (15-34-352-047) WD

9/17/2025

Scale: 1 inch= 10 feet

File:

Tract 1: 0.0046 Acres (200 Sq. Feet), Closure: n89.4804w 0.03 ft. (1/1995), Perimeter=68 ft.

01 n44.5704w 28.26

02 s 20

03 e 20

Description: Maverik Center Elevator Service and Repair

Fiscal Impact: \$850, 389

Funding Source: Maverik Center R&R Budget

Account #: 45-9610-40750-00000-7533

Budget Opening Required: Yes

Issue: All four (4) Maverik Center elevators (two passenger and two service) are in critical need of repair.

Summary:

- The freight and passenger elevators at Maverik Center are in need of immediate and critical updates.
- The main freight elevator at Maverik Center was deemed unsafe for operation in late Spring of last year. The second freight elevator has been in and out of service since, due to its age and extra operational pressure put on it. Schindler Elevator techs have the kitchen elevator running currently, but have stated the last round of work was a "patch" and not a long-term solution for the control system. In addition, both freight elevators are in need of new doors for operator safety.
- The two passenger elevators are in a similar state. While these have been more reliable, they use the same discontinued control systems. In addition, there are signs of hydraulic leaks with one of the hydraulic pumps.
- The City Attorney's office has approved the use of Schindler Elevator to provide the service without an RFP.

Background:

All four elevators are original to the building and built by Dover Elevators. Dover was bought out in 1999 and parts for the existing control systems stopped being manufactured in the early 2000's. Control system failures have long repair times and are dependent upon sourcing refurbished parts or finding a source that can rebuild old control system parts.

Recommendation: Approve this service immediately.

Department: Economic Development
Submitted by: Andy Carroll
Date: January 20, 2026



WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO
PROCURE REPAIR AND REPLACEMENT ELEVATOR
PARTS AND SERVICES FROM SCHINDLER ELEVATOR
CORPORATION.**

WHEREAS, the elevators at the Maverik Center require urgent repair and replacement services; and

WHEREAS, Schindler Elevator Corporation (“SEC”) is the maintenance and service provider for the elevators in City Hall; and

WHEREAS, SEC is able to provide said services on an expedited basis to ensure that normal operations at the Maverik Center are uninterrupted; and

WHEREAS, the City desires to engage SEC to provide said services; and

WHEREAS, the City Council of West Valley City, Utah determines that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the procurement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to procure elevator repair and replacement parts and services from Schindler Elevator Corporation for an amount not to exceed \$850,389, and that the Mayor and City Manager are authorized to execute any documents required to procure said parts and services, conditioned upon approval of the final form of said documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2026.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Schindler



Maverik Center - Freight Elevator 1 Modernization Proposal

We Elevate



Schindler



Schindler

Schindler Elevator Corporation

Jeff Davis

WEST VALLEY CITY, UT 84119

**RE: Elevator Modernization Proposal
Maverik Center - Freight Elevator 1
3200 W DECKER LAKE DR
WEST VALLEY CITY UT 84119
Quotation 0400695984**

Dear Jeff,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator systems at the Maverik Center. Schindler is an industry leader in vertical transportation systems with 150 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 150 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at +1 385 584 9615.

Best regards,

Ben Cottom

Schindler Elevator Corporation

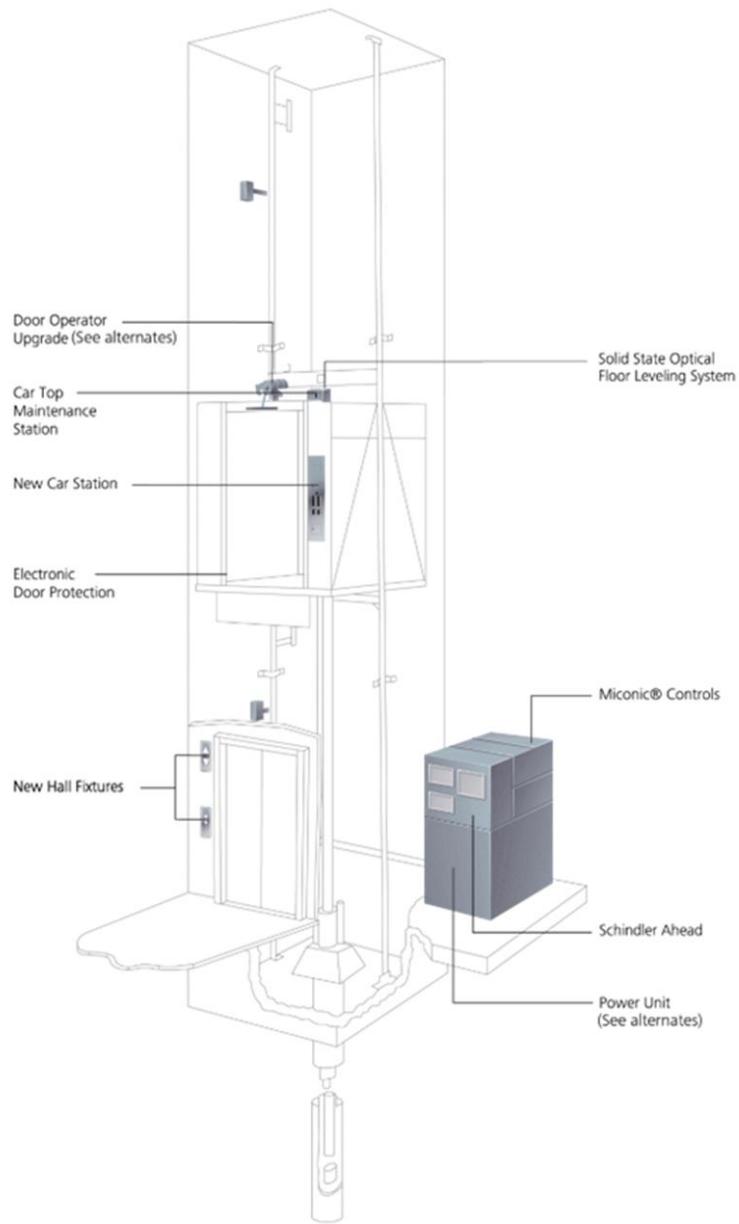
20 Whippany Road
P.O. Box 1935
Morristown, NJ 07962-1935

Tel. 385 584 9615
Fax 973 397 6485
www.schindler.com



Schindler

What does this all mean?



Hydro Package will provide:

Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience.

Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs.

Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.



Schindler

Safety & Reliability

Leveling accuracy within 1/8 inch of floor landing.

Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.

Closed loop door controls ensuring safe and smooth door operation within code limits.

Control & Drive

Market leader hydraulic package in North America for over 15 years. Parts support and technical expertise can be assured for many years into the future.

Soft Start Kit reduces power surge and power consumption. Hush Kit reduces sound level from power unit.

Fixtures

Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

Door Operation

Minimal moving parts mean higher reliability and less maintenance.

No lubrication means less problems due to dust and lint accumulation.

Less moving parts and closed loop feedback equal smoother and quieter performance.

Robust motor design means our system will perform to standards under all door conditions.

Schindler Ahead

All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.

Digital Alarm available to replace more expensive 24-hour emergency monitoring services.





Schindler

Service & Maintenance

Global Resources, Local Services

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local Support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.





Schindler

Safety Program Our First Priority

With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.

1 Billion



People moved
every day


1874

Founded

100+
Countries
1'000+
Branch Offices

>59'000

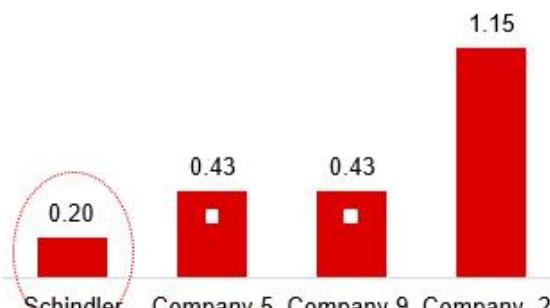


Schindler People



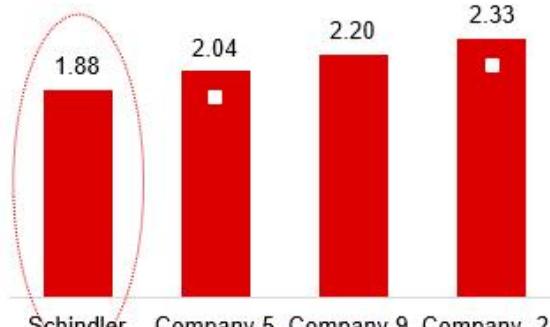
NEII Safety Statistics Lost Time Incidence Rate

Lost Time Rate



NEII Safety Statistics Total Recordable Rate

OSHA Rate



**Schindler****Project Scope - Maverik Center**

Unit Number	01	Capacity	8000
Type	PIXEL	Speed	75
Jack Type	undefined	# of stops	3
# of openings			Front: 1, Rear: 2

Description of Work **Type** **Option****Machine Room**

Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)	Pixel Controller + Power Unit CUSTOM	NEW
Controller		NA
Power Unit		NA
Power Unit Coil		NA
Schindler Ahead		NEW

Governor

Governor		NA
Governor - Ropes		NA
Building Emergency Power Interface		NA
Battery Lowering		NA
Code Blue		NA
Oil Cooling Unit		NA
Oil Feed Line		NA
Tank Heater		NA
Rupture Valve	Rupture Valve - Blain R10 (2")	NEW
Machine Room Wiring		NEW

Door Operator

Door Operator : Front		NA
Door Operator : Rear		NA
Clutch: Front		NA
Clutch: Rear		NA
Door Restrictors		NA
Door Gibbs		REUSE
Door Fire Tabs		REUSE
Electronic Door Detector: Front		NA
Electronic Door Detector: Rear		NA

Hoistway Door Equipment

Door Tracks		NA
Door Hangers		NA
Pickup Assemblies		NA
Spirators		NA
Sill Closers		NA
Door Interlocks		NA
Complete Freight Door Package	Car Gates, Freight Doors & Equipment	NEW

**Schindler****Car and Hall Fixtures**

Code Compliant Main COP	Other - Applied	NEW
Code Compliant Aux COP		NA
Car PI	Other - In COP	NEW
Car Lantern		NA
Hall Lantern		NA
Hall Position Indicator		NA
Access Switch	Other - Top & Bottom	NEW
Hall Pushbutton Station	Other - Surface	NEW
Fixture Finish	#4 STAINLESS STEEL	

Car and Hoistway

Hoistway Wiring	Traveling Cable + Hoistway Wiring	NEW
Car Top Inspection Station and Work Light	Other - POH	NEW
Car Top Railing	Front & Rear Opening	NEW
Cab Fan		REUSE
Car Door: Front		REUSE
Car Door: Rear		NA
Governor Tension Sheave		NA
Car Roller Guides	Slide Guides	REFURBISH
Car Safeties		NA
Spring Buffers		REUSE
Car Rails		REUSE
Hoist Ropes and Shackles		NA
Car Top Sheave		NA
Cab Interior		NA
Cab Allowance	NA	NA
Jack Assembly		REUSE
Packing		NEW

All other systems and components not noted above will be reused and integrated into the new elevator system.



Schindler

Schindler Ahead

Your Schindler Modernization package comes enabled with

Schindler Ahead. The **Schindler Ahead Hardware** provides remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.



Enhanced – The Enhanced Package includes the features of

Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard** and **ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.



Schindler

Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.
13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.
14. Hxpress oil coolers / heaters need to be on a dedicated circuit.



Schindler

Work by Others (cont'd)

General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. For ascending car protection, a separate 15 Amp 120VAC branch circuit to each elevator controller for the Rope Gripper, Bode Break or Sheave Jammer. This circuit must operate on the emergency power supply.
6. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
 - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
 - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
7. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
 - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
 - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provided by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.



Work by Others (cont'd)

8. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.
 - A. See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.
 - B. Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. **See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.
9. NETWORK CONNECTION REQUIREMENT FOR TWO-WAY VISUAL COMMUNICATION DEVICE (A17.1-2019 / B44-19 or IBC 2018)
 - A. Where the elevator rise is 18m (60 ft) or more, or seismic operation is provided according to A17.1-2016 or later requirements, a single RJ45 wired Ethernet communications circuit shall be provided by the building. This Ethernet connection shall be located in the machine room associated with the Elevator Control Visual Alarm Box for the master elevator group.
 - B. Where the elevator rise is below 18m (60ft), and seismic operation is not provided according to A17.1-2016 or later requirements, separately wired RJ45 Ethernet communications circuits, one per elevator group, shall be provided by the building. This Ethernet connection shall be located in the machine room associated with each Elevator Control Visual Alarm Box.
 - C. The network must have enough bandwidth for connecting to multiple elevators and displaying a series of images with adequate resolution to identify the presence and general condition of passengers in the elevator. The recommended minimum upload speed is 0.5Mb/s per elevator connected to the communication system. Note that networks are commonly rated by their download speed with a lower upload speed.
 - D. The communications circuit shall originate at the Elevator Control Visual Alarm Box, part of the two-way visual communication device designed by Schindler and terminate at the building WAN internet equipment routed via a 1" conduit.
 - E. This internet connection is required to have an un-interruptible power supply for a duration of 4 hours to allow for the Visual Communication Device to function if building power is lost.



Schindler

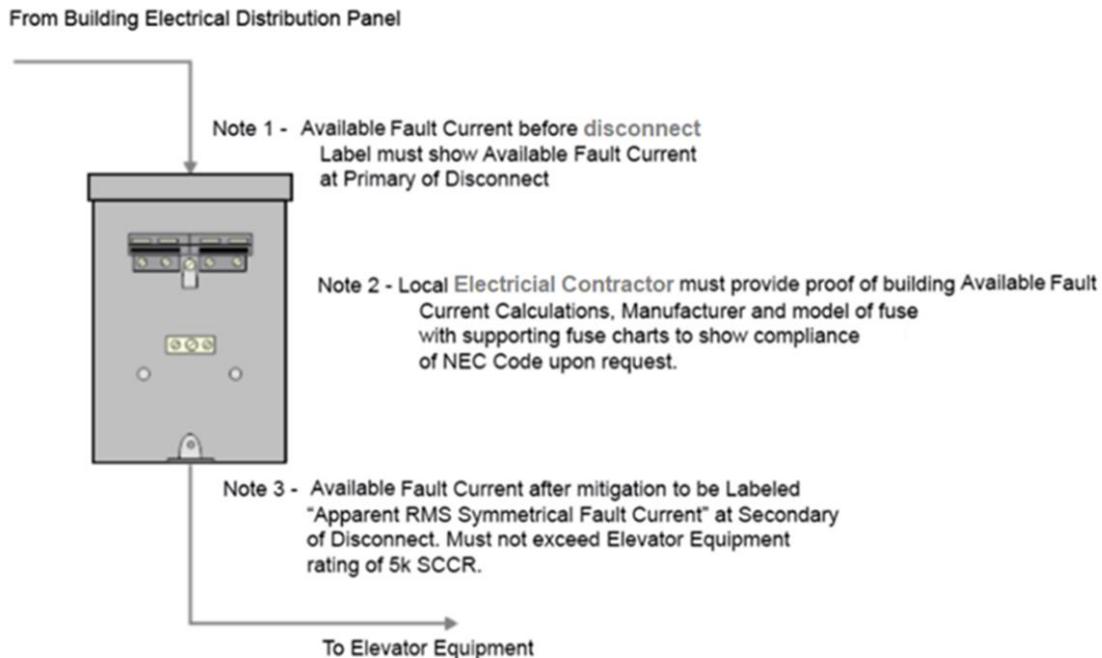


FIGURE 1: AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM

10. The electrical contractor or building owner shall supply lighting in the hoistway (backed by the emergency power system) for Fire Service Access Elevators (FSAE) for A17.1 code year 2019 when provided per ASME A17.1 Rule 2.27.10.1 as detailed in 10.A below, or for any elevator subject to A17.1 code year 2022 or later, as detailed in 10.B below. The elevator system shall provide a 24VDC elevator controller relay(s) in the machine room to building system to control lighting in the hoistway in either case.

- A.** For A17.1 code year 2019, when fire-fighter's emergency operation is active, the entire height of the hoistway shall be illuminated at not less than 1 foot candle (11 lux) as measured from the top of car of each fire service access elevator.
- B.** For A17.1 code year 2022 or later, when fire-fighter's emergency operation, or inspection operation, or hoistway access enable is active, the entire height of the hoistway shall be illuminated at not less than 5 foot candles (50 lux) as measured from the top of car of each fire service access elevator.



Schindler

Price & Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and. This price is firm for 90 days, and thereafter subject to change without notice.

**Total Price including applicable taxes: \$246,096 or,
Payment over 60 equal monthly payments: \$6,792 ***

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: 50% of the price quoted above upon execution of this Contract;
- Progress Invoice: 25% to be paid in one installment upon fabrication of material;
- Progress Invoice: 25% to be paid in one installment upon beginning of installation;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Below electrical 'Work By Others' is included in the base bid, to meet UT 2022 Elevator Code requirements:

1. Install [2] new strip lights in equipment room
2. Install [1] auxiliary contact
3. Install [1] new fused disconnects for cab lighting
4. Install [8] new strip lights in elevator shaft with switch at top and bottom.
5. Install [4] new vapor tight lights in pit area with [2] circuits.
6. Install [1] new GFCI receptacle with [2] dedicated circuits in pit area.
7. Run power to new controllers from disconnects.
8. Add [2] additional 120 volt circuits for elevator

Note: Use existing breakers that are supplied. (if amperage is wrong or shunt needed, would need change order)

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately.
*Monthly finance payment is an approximation and will be finalized following the credit check and contract.



Schindler

Your sales representative, undefined, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



Schindler

Terms & Conditions

- 1.** The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
- 2.** The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
- 3.** The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
- 4.** Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
- 5.** All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
- 6.** The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
- 7.** Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
- 8A.** It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.
- 8B.** Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
- 8C.** We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
- 9.** Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. **THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE.** The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
- 10.** We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



Schindler

Terms & Conditions (cont'd)

11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary. If completion of our work is delayed beyond our control and the following date: _____, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

12. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.

13. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.

14. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

15. You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.

In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate

In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.

Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.

If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

16. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.

17. Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.

18. In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.



Schindler

Schindler Elevator Corporation

By: _____

Signature

Accepted: _____
Full Legal Name of Purchaser

By: _____

Signature

Title

Date: _____

Principal or Owner _____

Agent for Principal or Owner _____
(Name of Principal or Owner)

Approved: Schindler Elevator Corporation

By: _____
(Signature)

Date: _____



Schindler



Maverik Center - Passenger Elevators 2 & 3 Modernization Proposal

We Elevate



Schindler



Schindler

Schindler Elevator Corporation

Jeff Davis

WEST VALLEY CITY, UT 84119

**RE: Elevator Modernization Proposal
Maverik Center - Passenger Elevators 2 & 3
3200 W DECKER LAKE DR
WEST VALLEY CITY UT 84119
Quotation 0400697475**

Dear Jeff,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator systems at the Maverik Center. Schindler is an industry leader in vertical transportation systems with 150 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 150 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at +1 385 584 9615.

Best regards,

Ben Cottom

Schindler Elevator Corporation

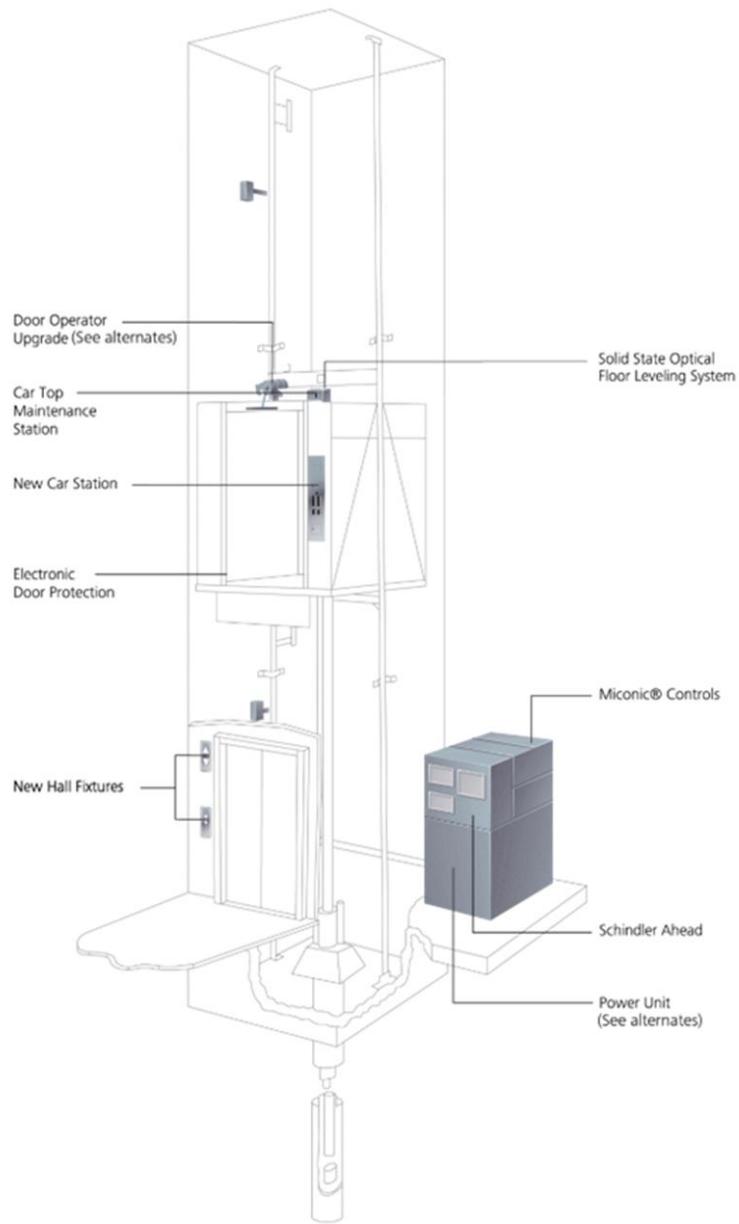
20 Whippany Road
P.O. Box 1935
Morristown, NJ 07962-1935

Tel. 385 584 9615
Fax 973 397 6485
www.schindler.com



Schindler

What does this all mean?



Hydro Package will provide:

Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience.

Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs.

Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.



Schindler

Safety & Reliability

Leveling accuracy within 1/8 inch of floor landing.

Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.

Closed loop door controls ensuring safe and smooth door operation within code limits.

Control & Drive

Market leader hydraulic package in North America for over 15 years. Parts support and technical expertise can be assured for many years into the future.

Soft Start Kit reduces power surge and power consumption. Hush Kit reduces sound level from power unit.

Fixtures

Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

Door Operation

Minimal moving parts mean higher reliability and less maintenance.

No lubrication means less problems due to dust and lint accumulation.

Less moving parts and closed loop feedback equal smoother and quieter performance.

Robust motor design means our system will perform to standards under all door conditions.

Schindler Ahead

All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.

Digital Alarm available to replace more expensive 24-hour emergency monitoring services.





Schindler

Service & Maintenance

Global Resources, Local Services

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local Support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.





Schindler

Safety Program Our First Priority

With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.

1 Billion



People moved
every day


1874

Founded

100+
Countries
1'000+
Branch Offices

>59'000

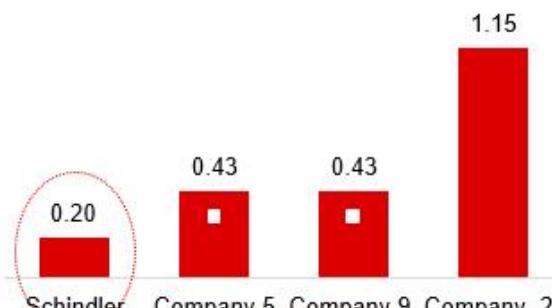


Schindler People



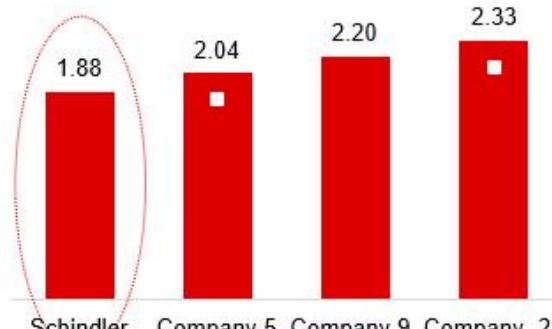
NEII Safety Statistics Lost Time Incidence Rate

Lost Time Rate



NEII Safety Statistics Total Recordable Rate

OSHA Rate



**Schindler****Project Scope - Maverik Center**

Unit Number	02	Capacity	3500
Type	HXP-SR	Speed	150
Jack Type	undefined	# of stops	4
			# of openings
			Front: 4
Description of Work	Type		Option
Machine Room			
Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)			NA
Controller	HXP-SR Controller		NEW
Power Unit	HXP-SR Schindler Power Unit		NEW
Power Unit Coil			NA
Schindler Ahead			NEW
Governor			
Governor			NA
Governor - Ropes			NA
Building Emergency Power Interface			NA
Battery Lowering			NA
Code Blue			NA
Oil Cooling Unit			NA
Oil Feed Line			REUSE
Tank Heater			NA
Rupture Valve	Rupture Valve - Blain R10 (2")		NEW
Machine Room Wiring			NEW
Door Operator			
Door Operator - Package: Front			NEW
Door Operator : Rear			NA
Clutch: Front			Included
Clutch: Rear			NA
Door Restrictors			NA
Door Gibbs			NEW
Door Fire Tabs			NEW
Electronic Door Detector: Front	3D Door Detector (2019 Code)		NEW
Electronic Door Detector: Rear			NA
Hoistway Door Equipment			
Door Tracks			NA
Door Hangers			REUSE
Pickup Assemblies			REFURBISH
Spirators			NA
Sill Closers			REUSE
Door Interlocks			REFURBISH

**Schindler****Car and Hall Fixtures**

Code Compliant Main COP	FIGS - Applied	NEW
Code Compliant Aux COP		NA
Car PI	FIGS - In COP	NEW
Car Lantern	FIGS - Car Lantern	NEW
Hall Lantern		NA
Hall Position Indicator		NA
Access Switch	FIGS - Top & Bottom	NEW
Hall Pushbutton Station	Other - Surface	NEW
Fixture Finish	#4 STAINLESS STEEL	

Car and Hoistway

Hoistway Wiring	Traveling Cable + Hoistway Wiring	NEW
Car Top Inspection Station and Work Light	Other - POH	NEW
Car Top Railing	Front Opening	NEW
Cab Fan		NEW
Car Door: Front	1SCO - #4SS	NEW
Car Door: Rear		NA
Governor Tension Sheave		NA
Car Roller Guides		REUSE
Car Safeties		NA
Spring Buffers		REUSE
Car Rails		REUSE
Hoist Ropes and Shackles		NA
Car Top Sheave		NA
Cab Interior	Interior & Ceiling Package	NEW
Jack Assembly		REUSE
Packing		REUSE

All other systems and components not noted above will be reused and integrated into the new elevator system.

**Schindler****Project Scope - Maverik Center**

Unit Number	03	Capacity	3500
Type	HXP-SR	Speed	150
Jack Type	undefined	# of stops	4
			# of openings
			Front: 4
Description of Work	Type		Option
Machine Room			
Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)			NA
Controller	HXP-SR Controller		NEW
Power Unit	HXP-SR Schindler Power Unit		NEW
Power Unit Coil			NA
Schindler Ahead			NEW
Governor			
Governor			NA
Governor - Ropes			NA
Building Emergency Power Interface			NA
Battery Lowering			NA
Code Blue			NA
Oil Cooling Unit			NA
Oil Feed Line			REUSE
Tank Heater			NA
Rupture Valve	Rupture Valve - Blain R10 (2")		NEW
Machine Room Wiring			NEW
Door Operator			
Door Operator - Package: Front			NEW
Door Operator : Rear			NA
Clutch: Front			Included
Clutch: Rear			NA
Door Restrictors			NA
Door Gibbs			NEW
Door Fire Tabs			NEW
Electronic Door Detector: Front	3D Door Detector (2019 Code)		NEW
Electronic Door Detector: Rear			NA
Hoistway Door Equipment			
Door Tracks			NA
Door Hangers			REUSE
Pickup Assemblies			REFURBISH
Spirators			NA
Sill Closers			REUSE
Door Interlocks			REFURBISH

**Schindler****Car and Hall Fixtures**

Code Compliant Main COP	FIGS - Applied	NEW
Code Compliant Aux COP		NA
Car PI	FIGS - In COP	NEW
Car Lantern	FIGS - Car Lantern	NEW
Hall Lantern		NA
Hall Position Indicator		NA
Access Switch	FIGS - Top & Bottom	NEW
Hall Pushbutton Station	Other - Surface	NEW
Fixture Finish	#4 STAINLESS STEEL	

Car and Hoistway

Hoistway Wiring	Traveling Cable + Hoistway Wiring	NEW
Car Top Inspection Station and Work Light	Other - POH	NEW
Car Top Railing	Front Opening	NEW
Cab Fan		NEW
Car Door: Front	1SCO - #4SS	NEW
Car Door: Rear		NA
Governor Tension Sheave		NA
Car Roller Guides		REUSE
Car Safeties		NA
Spring Buffers		REUSE
Car Rails		REUSE
Hoist Ropes and Shackles		NA
Car Top Sheave		NA
Cab Interior	Interior & Ceiling Package	NEW
Jack Assembly		REUSE
Packing		REUSE

All other systems and components not noted above will be reused and integrated into the new elevator system.



Schindler

Schindler Ahead

Your Schindler Modernization package comes enabled with Schindler Ahead. The **Schindler Ahead Hardware** provides

remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.



Enhanced – The Enhanced Package includes the features of

Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard** and **ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.



Schindler

Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.
13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.
14. Hxpress oil coolers / heaters need to be on a dedicated circuit.



Schindler

Work by Others (cont'd)

General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. For ascending car protection, a separate 15 Amp 120VAC branch circuit to each elevator controller for the Rope Gripper, Bode Break or Sheave Jammer. This circuit must operate on the emergency power supply.
6. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
 - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
 - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
7. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
 - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
 - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provided by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.



Work by Others (cont'd)

8. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.
 - A. See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.
 - B. Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. **See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.
9. NETWORK CONNECTION REQUIREMENT FOR TWO-WAY VISUAL COMMUNICATION DEVICE (A17.1-2019 / B44-19 or IBC 2018)
 - A. Where the elevator rise is 18m (60 ft) or more, or seismic operation is provided according to A17.1-2016 or later requirements, a single RJ45 wired Ethernet communications circuit shall be provided by the building. This Ethernet connection shall be located in the machine room associated with the Elevator Control Visual Alarm Box for the master elevator group.
 - B. Where the elevator rise is below 18m (60ft), and seismic operation is not provided according to A17.1-2016 or later requirements, separately wired RJ45 Ethernet communications circuits, one per elevator group, shall be provided by the building. This Ethernet connection shall be located in the machine room associated with each Elevator Control Visual Alarm Box.
 - C. The network must have enough bandwidth for connecting to multiple elevators and displaying a series of images with adequate resolution to identify the presence and general condition of passengers in the elevator. The recommended minimum upload speed is 0.5Mb/s per elevator connected to the communication system. Note that networks are commonly rated by their download speed with a lower upload speed.
 - D. The communications circuit shall originate at the Elevator Control Visual Alarm Box, part of the two-way visual communication device designed by Schindler and terminate at the building WAN internet equipment routed via a 1" conduit.
 - E. This internet connection is required to have an un-interruptible power supply for a duration of 4 hours to allow for the Visual Communication Device to function if building power is lost.



Schindler

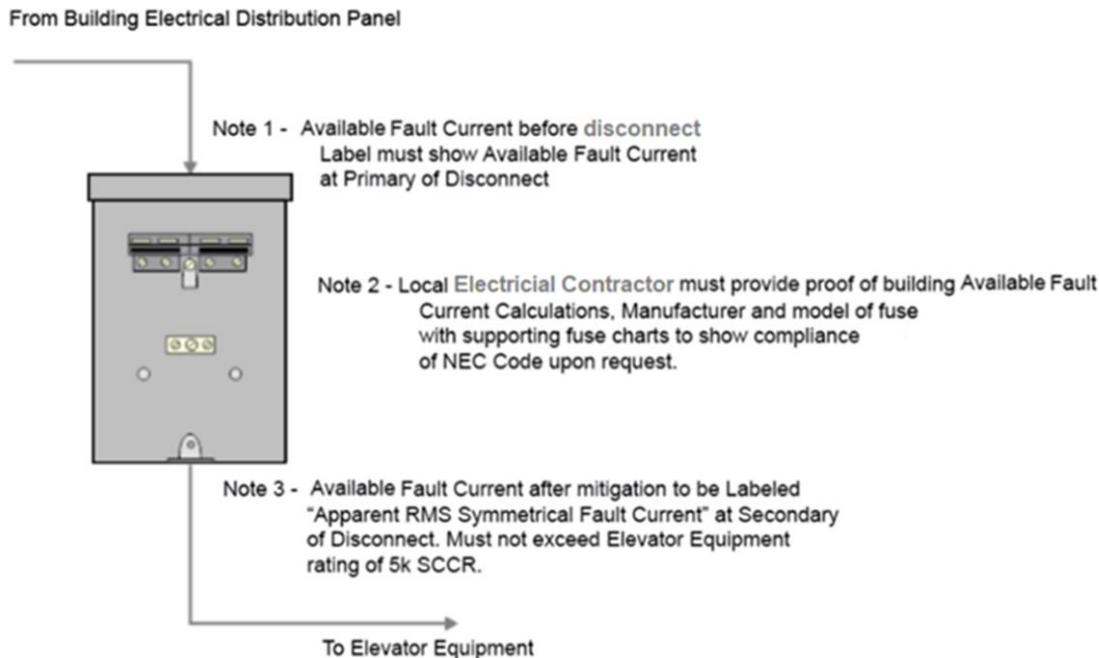


FIGURE 1: AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM

10. The electrical contractor or building owner shall supply lighting in the hoistway (backed by the emergency power system) for Fire Service Access Elevators (FSAE) for A17.1 code year 2019 when provided per ASME A17.1 Rule 2.27.10.1 as detailed in 10.A below, or for any elevator subject to A17.1 code year 2022 or later, as detailed in 10.B below. The elevator system shall provide a 24VDC elevator controller relay(s) in the machine room to building system to control lighting in the hoistway in either case.

- A.** For A17.1 code year 2019, when fire-fighter's emergency operation is active, the entire height of the hoistway shall be illuminated at not less than 1 foot candle (11 lux) as measured from the top of car of each fire service access elevator.
- B.** For A17.1 code year 2022 or later, when fire-fighter's emergency operation, or inspection operation, or hoistway access enable is active, the entire height of the hoistway shall be illuminated at not less than 5 foot candles (50 lux) as measured from the top of car of each fire service access elevator.



Schindler

Price & Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and. This price is firm for 90 days, and thereafter subject to change without notice.

**Total Price including applicable taxes: \$356,764 or,
Payment over 60 equal monthly payments: \$9,847 ***

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: 50% of the price quoted above upon execution of this Contract;
- Progress Invoice: 25% to be paid in one installment upon fabrication of material;
- Progress Invoice: 25% to be paid in one installment upon beginning of installation;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Below electrical 'Work By Others' is included in the base bid, to meet UT 2022 Elevator Code requirements:

1. Install [2] new strip lights in equipment room for passenger elevators 2, 3,
2. Install [1] auxiliary contacts in each disconnect.
3. Install [2] new fused disconnects for cab lighting and camera phone power.
4. Install [8] new strip lights in elevator shaft with switch at top and bottom.
5. Install [4] new vapor tight lights in pit area with [2] circuits.
6. Install [2] new GFCI receptacles with [2] dedicated circuits in pit area.
7. Run power to new controllers from disconnects.
8. Install new sub panel for 120 volt circuits for elevators. 12/24

Note: Use existing breakers that are supplied. (if amperage is wrong or shunt needed, would need change order)

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately.
*Monthly finance payment is an approximation and will be finalized following the credit check and contract.



Schindler

Your sales representative, undefined, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



Schindler

Terms & Conditions

- 1.** The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
- 2.** The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
- 3.** The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
- 4.** Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
- 5.** All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
- 6.** The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
- 7.** Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
- 8A.** It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.

Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

- 8B.** Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
- 8C.** We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
- 9.** Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. **THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE.** The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
- 10.** We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



Schindler

Terms & Conditions (cont'd)

11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary. If completion of our work is delayed beyond our control and the following date: _____, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

12. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.

13. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.

14. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

15. You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.

In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate

In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.

Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.

If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

16. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.

17. Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.

18. In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.



Schindler

Schindler Elevator Corporation

By: _____

Signature

Accepted: _____

Full Legal Name of Purchaser

By: _____

Signature _____
Title

Date: _____

Principal or Owner _____

Agent for Principal or Owner _____
(Name of Principal or Owner)

Approved: Schindler Elevator Corporation

By: _____

(Signature)

Date: _____



Schindler



Maverik Center - Freight Elevator 4 Modernization Proposal

We Elevate



Schindler



Schindler

Schindler Elevator Corporation

Jeff Davis

WEST VALLEY CITY, UT 84119

**RE: Elevator Modernization Proposal
Maverik Center - Freight Elevator 4
3200 W DECKER LAKE DR
WEST VALLEY CITY UT 84119
Quotation 0400695985**

Dear Jeff,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator systems at the Maverik Center. Schindler is an industry leader in vertical transportation systems with 150 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 150 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at +1 385 584 9615.

Best regards,

Ben Cottom

Schindler Elevator Corporation

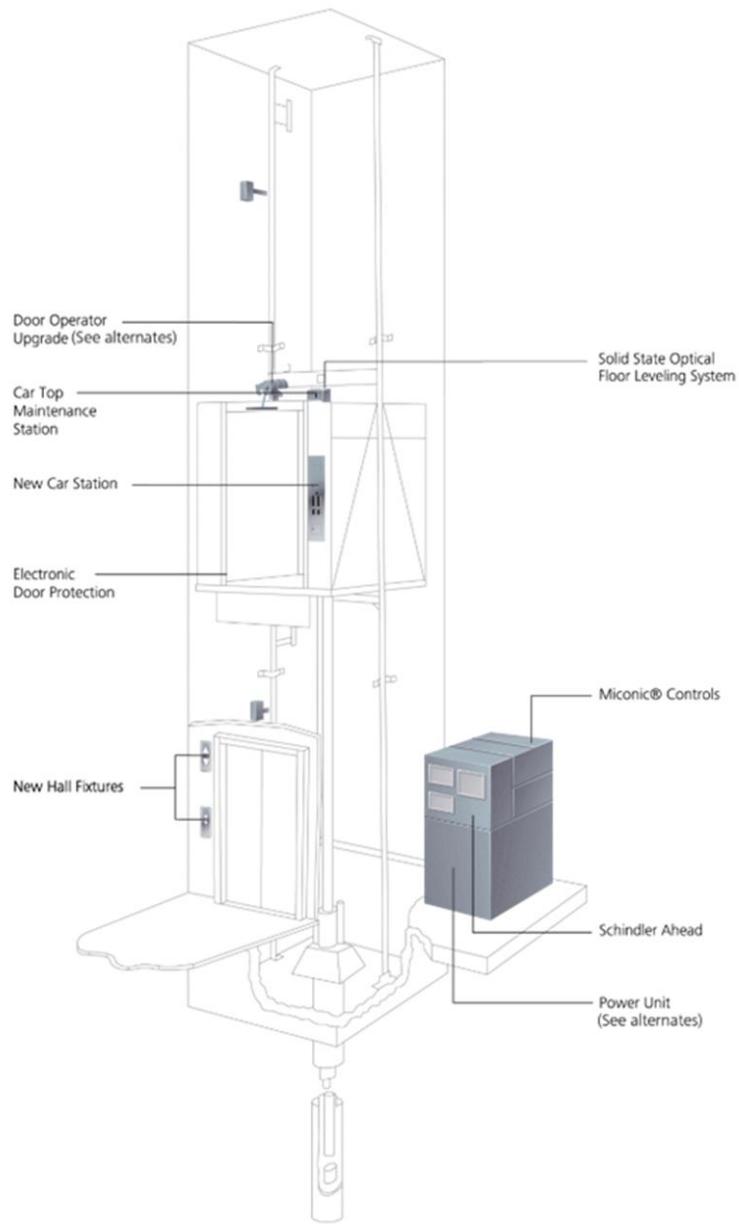
20 Whippany Road
P.O. Box 1935
Morristown, NJ 07962-1935

Tel. 385 584 9615
Fax 973 397 6485
www.schindler.com



Schindler

What does this all mean?



Hydro Package will provide:

Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience.

Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs.

Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.



Schindler

Safety & Reliability

Leveling accuracy within 1/8 inch of floor landing.

Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.

Closed loop door controls ensuring safe and smooth door operation within code limits.

Control & Drive

Market leader hydraulic package in North America for over 15 years. Parts support and technical expertise can be assured for many years into the future.

Soft Start Kit reduces power surge and power consumption. Hush Kit reduces sound level from power unit.

Fixtures

Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

Door Operation

Minimal moving parts mean higher reliability and less maintenance.

No lubrication means less problems due to dust and lint accumulation.

Less moving parts and closed loop feedback equal smoother and quieter performance.

Robust motor design means our system will perform to standards under all door conditions.

Schindler Ahead

All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.

Digital Alarm available to replace more expensive 24-hour emergency monitoring services.





Schindler

Service & Maintenance

Global Resources, Local Services

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local Support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.





Schindler

Safety Program Our First Priority

With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.

1 Billion



People moved
every day


1874

Founded

100+
Countries
1'000+
Branch Offices

>59'000

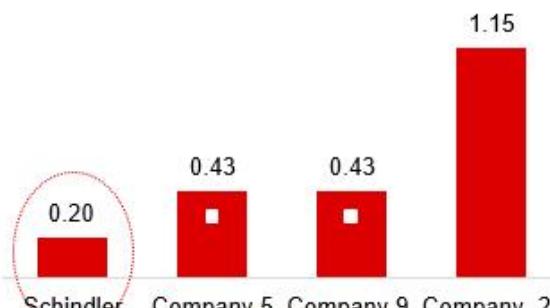


Schindler People



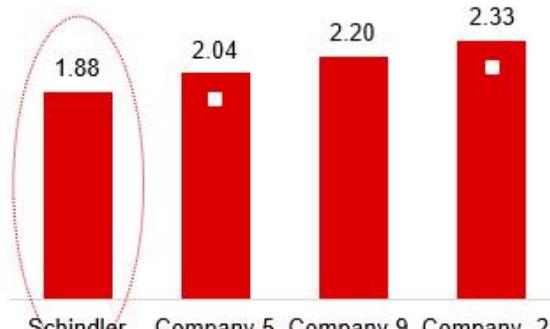
NEII Safety Statistics Lost Time Incidence Rate

Lost Time Rate



NEII Safety Statistics Total Recordable Rate

OSHA Rate



**Schindler****Project Scope - Maverik Center**

Unit Number	04	Capacity	5000
Type	PIXEL	Speed	75
Jack Type	undefined	# of stops	4
# of openings			Front: 3, Rear: 1

Description of Work **Type** **Option****Machine Room**

Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)	Pixel Controller + Power Unit CUSTOM	NEW
Controller		NA
Power Unit		NA
Power Unit Coil		NA
Schindler Ahead		NEW

Governor

Governor		NA
Governor - Ropes		NA
Building Emergency Power Interface		NA
Battery Lowering		NA
Code Blue		NA
Oil Cooling Unit		NA
Oil Feed Line		NA
Tank Heater		NA
Rupture Valve	Rupture Valve - Blain R10 (2")	NEW
Machine Room Wiring		NEW

Door Operator

Door Operator : Front		NA
Door Operator : Rear		NA
Clutch: Front		NA
Clutch: Rear		NA
Door Restrictors		NA
Door Gibbs		REUSE
Door Fire Tabs		REUSE
Electronic Door Detector: Front		NA
Electronic Door Detector: Rear		NA

Hoistway Door Equipment

Door Tracks		NA
Door Hangers		NA
Pickup Assemblies		NA
Spirators		NA
Sill Closers		NA
Door Interlocks		NA
Complete Freight Door Package	Car Gates, Freight Doors & Equipment	NEW

**Schindler****Car and Hall Fixtures**

Code Compliant Main COP	Other - Applied	NEW
Code Compliant Aux COP		NA
Car PI	Other - In COP	NEW
Car Lantern		NA
Hall Lantern		NA
Hall Position Indicator		NA
Access Switch	Other - Top & Bottom	NEW
Hall Pushbutton Station	Other - Surface	NEW
Fixture Finish	#4 STAINLESS STEEL	

Car and Hoistway

Hoistway Wiring	Traveling Cable + Hoistway Wiring	NEW
Car Top Inspection Station and Work Light	Other - POH	NEW
Car Top Railing	Front & Rear Opening	NEW
Cab Fan		REUSE
Car Door: Front		REUSE
Car Door: Rear		NA
Governor Tension Sheave		NA
Car Roller Guides	Slide Guides	NEW
Car Safeties		NA
Spring Buffers		REUSE
Car Rails		REUSE
Hoist Ropes and Shackles		NA
Car Top Sheave		NA
Cab Interior		NA
Cab Allowance	NA	NA
Jack Assembly		REUSE
Packing		NEW

All other systems and components not noted above will be reused and integrated into the new elevator system.



Schindler

Schindler Ahead

Your Schindler Modernization package comes enabled with

Schindler Ahead. The **Schindler Ahead Hardware** provides remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.



Enhanced – The Enhanced Package includes the features of

Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard** and **ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.



Schindler

Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.
13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.
14. Hxpress oil coolers / heaters need to be on a dedicated circuit.



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Work by Others (cont'd)

General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. For ascending car protection, a separate 15 Amp 120VAC branch circuit to each elevator controller for the Rope Gripper, Bode Break or Sheave Jammer. This circuit must operate on the emergency power supply.
6. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
 - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
 - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
7. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
 - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
 - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provided by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.



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Work by Others (cont'd)

8.The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.

A.See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.

B.Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. **See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.

9.NETWORK CONNECTION REQUIREMENT FOR TWO-WAY VISUAL COMMUNICATION DEVICE (A17.1-2019 / B44-19 or IBC 2018)

A.Where the elevator rise is 18m (60 ft) or more, or seismic operation is provided according to A17.1-2016 or later requirements, a single RJ45 wired Ethernet communications circuit shall be provided by the building. This Ethernet connection shall be located in the machine room associated with the Elevator Control Visual Alarm Box for the master elevator group.

B.Where the elevator rise is below 18m (60ft), and seismic operation is not provided according to A17.1-2016 or later requirements, separately wired RJ45 Ethernet communications circuits, one per elevator group, shall be provided by the building. This Ethernet connection shall be located in the machine room associated with each Elevator Control Visual Alarm Box.

C.The network must have enough bandwidth for connecting to multiple elevators and displaying a series of images with adequate resolution to identify the presence and general condition of passengers in the elevator. The recommended minimum upload speed is 0.5Mb/s per elevator connected to the communication system. Note that networks are commonly rated by their download speed with a lower upload speed.

D.The communications circuit shall originate at the Elevator Control Visual Alarm Box, part of the two-way visual communication device designed by Schindler and terminate at the building WAN internet equipment routed via a 1" conduit.

E.This internet connection is required to have an un-interruptible power supply for a duration of 4 hours to allow for the Visual Communication Device to function if building power is lost.



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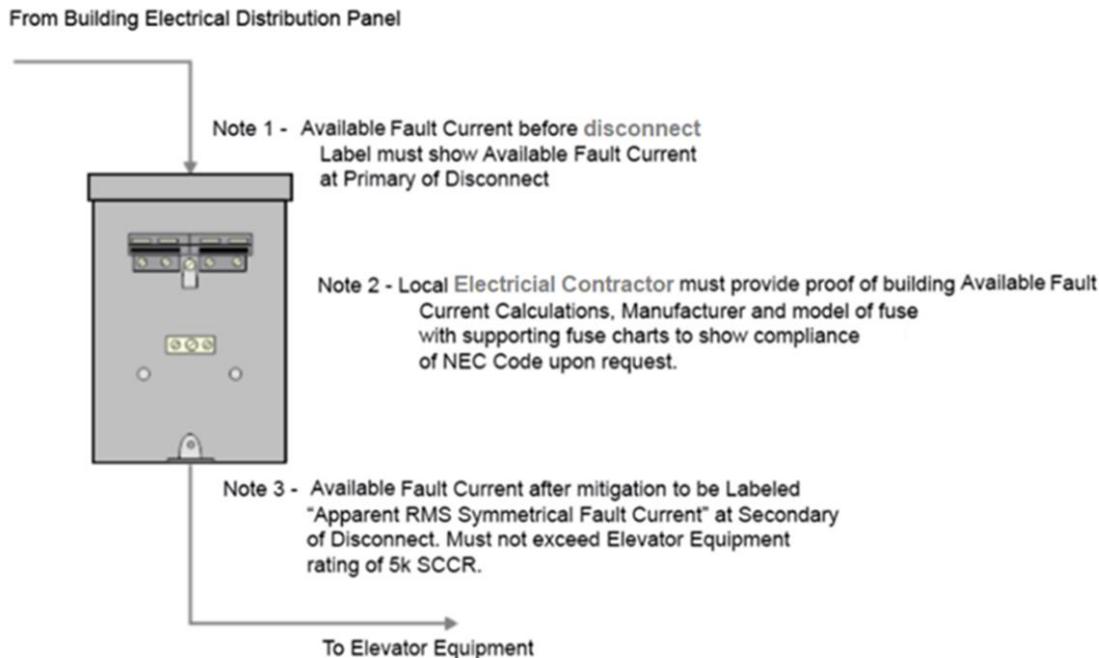


FIGURE 1: AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM

10. The electrical contractor or building owner shall supply lighting in the hoistway (backed by the emergency power system) for Fire Service Access Elevators (FSAE) for A17.1 code year 2019 when provided per ASME A17.1 Rule 2.27.10.1 as detailed in 10.A below, or for any elevator subject to A17.1 code year 2022 or later, as detailed in 10.B below. The elevator system shall provide a 24VDC elevator controller relay(s) in the machine room to building system to control lighting in the hoistway in either case.

- A.** For A17.1 code year 2019, when fire-fighter's emergency operation is active, the entire height of the hoistway shall be illuminated at not less than 1 foot candle (11 lux) as measured from the top of car of each fire service access elevator.
- B.** For A17.1 code year 2022 or later, when fire-fighter's emergency operation, or inspection operation, or hoistway access enable is active, the entire height of the hoistway shall be illuminated at not less than 5 foot candles (50 lux) as measured from the top of car of each fire service access elevator.



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Price & Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and. This price is firm for 90 days, and thereafter subject to change without notice.

**Total Price including applicable taxes: \$247,529 or,
Payment over 60 equal monthly payments: \$6,832 ***

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: 50% of the price quoted above upon execution of this Contract;
- Progress Invoice: 25% to be paid in one installment upon fabrication of material;
- Progress Invoice: 25% to be paid in one installment upon beginning of installation;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Below electrical 'Work By Others' is included in the base bid, to meet UT 2022 Elevator Code requirements:

1. Install [2] new strip lights in equipment room
2. Install [1] auxiliary contact
3. Install [1] new fused disconnects for cab lighting
4. Install [8] new strip lights in elevator shaft with switch at top and bottom.
5. Install [4] new vapor tight lights in pit area with [2] circuits.
6. Install [1] new GFCI receptacle with [2] dedicated circuits in pit area.
7. Run power to new controllers from disconnects.
8. Add [2] additional 120 volt circuits for elevator

Note: Use existing breakers that are supplied. (if amperage is wrong or shunt needed, would need change order)

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately.
*Monthly finance payment is an approximation and will be finalized following the credit check and contract.



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Your sales representative, undefined, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



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Terms & Conditions

- 1.** The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
- 2.** The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
- 3.** The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
- 4.** Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
- 5.** All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
- 6.** The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
- 7.** Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
- 8A.** It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.

Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

- 8B.** Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
- 8C.** We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
- 9.** Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. **THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE.** The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
- 10.** We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.



Schindler

Terms & Conditions (cont'd)

11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary. If completion of our work is delayed beyond our control and the following date: _____, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

12. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.

13. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.

14. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

15. You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.

In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate

In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.

Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.

If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

16. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.

17. Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.

18. In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.



Schindler

Schindler Elevator Corporation

By: _____

Signature

Accepted: _____
Full Legal Name of Purchaser

By: _____
Signature _____
Title

Date: _____

Principal or Owner _____

Agent for Principal or Owner _____
(Name of Principal or Owner)

Approved: Schindler Elevator Corporation

By: _____
(Signature)

Date: _____

Cab Capacity: 3000 lbs.

Cab Height: 8'

Standard Apex II - Standard Rigidized - Three walls

Handrail: 2" Flat Bar #4 Satin/Brushed Stainless Steel - Three walls

Island Ceiling surfaced with #4 Satin/Brushed Stainless Steel

Lighting Trim: Polished Finish





WEST VALLEY CITY
www.wvc-ut.gov

MAVERIK CENTER ELEVATORS

IMMEDIATE SERVICE REQUIRED

MAVERIK CENTER ELEVATORS

- All four (4) Maverik Center elevators are in critical need of parts replacement and service.
- Schindler Elevator will provide the service and the cost is \$850,389 to be paid from the Maverik Center R&R budget.
- With failing control systems, any delay in completing this work increases risk for WVC:
 - Reputational risk from not being able to load in shows or having to cancel shows
 - Revenue risk from canceled shows and
 - Liability risk of not having passenger elevators to meet ADA requirements as a public assembly venue