



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 14, 2019, 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.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Karen Lang
4. Special Recognitions
5. Approval of Minutes:
 - A. May 7, 2019
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring May 18, 2019 as Kids to Parks Day in West Valley City
7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City

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

Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding the West Valley City Community Development Block Grant (CDBG) Annual Action Plan and Budget Proposal on Recommended Projects for Fiscal Year 2019-2020

Action: Consider Resolution 19-45, Approve the West Valley City Community Development Block Grant (CDBG) Budget Proposal and Recommended Projects for Fiscal Year 2019-2020

9. Ordinances:

A. 19-12: Amend Section 1-2-107 of the West Valley City Municipal Code to Update the Parks and Recreation Consolidated Fee Schedule

10. Resolutions:

A. 19-46: Award a Contract to Courts Unlimited, LLC for the Repair and Resurface of Tennis Courts at Centennial Park, Parkway Park, and West View Park

B. 19-47: Implement a Public Records Management Solution Using Onbase

- C. 19-48: Award a Contract to Lyndon Jones Construction for the Derby Street Storm Drain Project
- D. 19-49: Approve an Agreement with Rocky Mountain Power to Bury Power Lines Along 4100 South in West Valley City

11. Consent Agenda:

- A. 19-50: Ratify the City Manager's Appointment of Jim Coleman as a Member of the Professional Standards Review Board
- B. 19-51: Ratify the City Manager's Appointment of Jim Vesock as a Member of the Clean and Beautiful Committee

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, MAY 7, 2019, AT 6:31 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitismanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
Chris Beichner, Acting Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Steve Lehman, CED

OPENING CEREMONY

Steve Buhler conducted the Opening Ceremony. He indicated that it is May and displayed the opening scene from the movie Saving Private Ryan that is now 20 years old. The scene displays a WWII veteran returning to Normandy for the first time. Councilmember Buhler stated that later this month we will be celebrating Memorial Day and indicated it means more than just a fun holiday to kickoff summer. He indicated that it is a holiday to memorialize those who gave us the freedoms that we enjoy.

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-2-

APPROVAL OF MINUTES OF REGULAR MEETING HELD APRIL 23, 2019

The Council considered the Minutes of the Regular Meeting held April 23, 2019. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held April 23, 2019. Councilmember Fitisemanu seconded the motion.

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

AWARDS, CEREMONIES AND PROCLAMATIONS

A. EMPLOYEE OF THE MONTH AWARD, MAY 2019- AMY COTTERMAN, POLICE DEPARTMENT

Councilmember Nordfelt read the nomination of Amy Cotterman, Police Department, to receive Employee of the Month Award for May 2019. The award reads as follows:

Amy has been the longest standing member of the Evidence Division. She consistently goes above and beyond her duties and is always problem solving issues... including managing the lack of space in the Evidence office. She keeps everyone updated on new laws and procedures as she learns of them. She has also recently been key in advising detectives of closed cases where further investigation was needed on critical cases. Amy does a lot of the adjudication of cases. When a property item booked into evidence has expired it's review date, Amy will begin the process of reviewing the items of evidence and the case. She will then look into the court disposition of the case which often requires checking various websites. In this process, she has come across cases that had previously been closed but were suspicious. One particular case was closed as a suicide. The case turned out to be a homicide that was successfully reopened and investigated. Amy's high work ethic is what drives her to share these types of insights with the appropriate detective and make sure nothing slips by. Amy's work often goes unrecognized as a resident of the basement in City Hall but her contribution to the City is undeniable.

COMMENT PERIOD

A. PUBLIC COMMENTS

Jim Vesock stated that he submitted a GRAMA request for numbers on Code Enforcement. He indicated that a lot of information he was requesting was denied and he feels this was unfair and improper. Mr. Vesock stated that he has been privy to all the information regarding the Dave Roberts Code Enforcement case. He stated that Mr. Roberts takes care of all issues when he is notified but added that Mr. Roberts was not properly notified. Mr. Vesock stated that Layne Morris was the

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-3-

ALJ on his Ace case. He feels the City did not act properly and Mr. Roberts has not gotten his fair day in court. Mr. Vesock stated that he has spoken with several Code Enforcement Officers who have told him they make every effort to notify residents of violations and he feels Mr. Roberts was not given that same opportunity. He indicated that the postal services fails and noted that Mr. Roberts failed to correctly register his address with the County initially but the City also failed to send letters to the correct address once this was changed. Mr. Vesock stated that he feels the City is hiding something, is being “fishy”, and is gaining a significant amount of money from these abatement cases.

Owen Chartirn stated that he would like to City to allow residents to park tow trucks on their residential properties. He indicated that he owns a towing company and he parks his tow truck on his property which allows him to quickly respond to people who have been in accidents or are stranded on a road. He stated that he feels he is a first responder and he helps families stay safe by getting to them quickly. Mr. Chartirn stated that towing is a necessary evil and indicated that he keeps his property clean and will continue to do so, even if he is allowed to keep his truck on his lot.

Bill Angus stated that Code Enforcement is a necessary evil. He stated that his neighbor was recently abated and it was the worst thing that had happened on his street. He indicated his neighbor made every effort to comply but had difficulties doing so due to the winter months. Mr. Angus indicated that there was a lack of communication and a lack of funds to immediately get the issue fixed and he feels Code Enforcement didn’t follow up or effectively communicate a solution. Mr. Angus stated that his neighbor’s home is very nice and has been fixed up beautifully and he doesn’t understand why the City had to push for an abatement.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, stated that he wanted to clarify that Layne Morris was the Administrative Law Judge in the Dave Roberts case and indicated that he misspoke during the Study Meeting and had it confused with another case. Wayne stated that Mr. Vesock made claim that a GRAMA request was not adequately handled. He indicated that the GRAMA request contained a page requesting random information that did not qualify as a record. Wayne stated that GRAMA is a venue for the public to receive records owned by the City but is not a way for the public to request research. He further described GRAMA law and charging for records. Wayne stated that over the 11 years the Code Enforcement process has been in place, West Valley City has become the best in the State. He indicated that the City is effective, efficient, and fair. Wayne stated that Mr. Vesock and Mr. Roberts have a right to their opinion. He indicated that the City is not gaining significant revenue from Code Enforcement so there is no financial incentive.

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-4-

Wayne stated that Code Enforcement is a necessary evil that no one likes to do but must do and added that there is a process and a strict ordinance that is followed to ensure fairness to the citizens of the City.

C. CITY COUNCIL COMMENTS

Councilmember Christensen stated that Victory in Europe day is celebrated on May 8 so Councilmember Buhler's opening ceremony was very appropriate. He indicated that not many people are left alive that remember the original day and noted that many kids don't remember 9/11 so it's important to remind younger generations of these events in our history. Councilmember Christensen stated that he is pleased to have seen justice served in a West Valley City case.

Mayor Bigelow requested that that the tow truck discussion be added to the Council's study meeting agenda.

RESOLUTION 19-43: ADOPT A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020; SET AUGUST 13, 2019 AS THE DATE FOR PUBLIC HEARING

Mayor Bigelow discussed proposed Resolution 19-43 that would adopt a tentative budget for the fiscal year commencing July 1, 2019 and ending June 30, 2020; set August 13, 2019 as the date for Public Hearing.

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

This resolution adopts the tentative budget for West Valley City for the 2019-2020 fiscal year and sets a date for public comment at a hearing to be held on August 13, 2019.

West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment before the final adoption of this tentative budget for FY 2019-2020.

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

Councilmember Buhler moved to approve Resolution 19-43.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-5-

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSIDER APPLICATION SMI-3-2019, FILED BY DANIEL STEVENS, REPRESENTING WVC INDUSTRIAL LLC, REQUESTING FINAL PLAT APPROVAL FOR THE 201 MOUNTAIN VIEW PARK SUBDIVISION LOCATED AT 6300 WEST 2540 SOUTH

Mayor Bigelow discussed proposed application SMI-3-2019, filed by Daniel Stevens, representing WVC Industrial LLC, requesting final plat approval for the 201 Mountain View Park Subdivision located at 6300 West 2540 South.

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

Daniel Stevens, representing WVC Industrial LLC, is requesting final plat approval for the 201 Mountain View Park Subdivision. The subject property is located at approximately 6300 West 2540 South and is zoned manufacturing.

The proposed application has been submitted to create a 4-lot subdivision for future office and warehouse use. The subdivision will consist of 4 lots ranging in size from 5 to 22 acres. There are two parcels associated with this plat as well. Parcel A is approximately 5 acres in size and is located to the north of lots 1-3 and to the west of lot 4. A large majority of this parcel is encumbered with areas designated as wetlands. Parcel A will be owned and maintained by an Owner's Association. The developer will address the specifics of this property and maintenance in conditions covenants and restrictions (CCR's) recorded along with the subdivision plat.

Parcel B is owned by West Valley City and is located immediately to the south of the new 2540 South road. The City acquired this property from Kennecott Utah Copper Corporation while securing other properties in the area for the construction of 2540 South and the extension of 6400 West. This parcel will be used for the cross-town trail to be built by the City.

The developer will be dedicating the right-of-way for the extension of 2540 South.

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-6-

Currently, 2540 South is stubbed at the southwest corner of the subdivision. The developer will dedicate the entire right-of-way and will build sidewalk on the north side of the street. The City will design and build the remaining improvements to the east end of the subdivision.

The subdivision plat will contain easements dedication of right-of-way and other information applicable to the division of property.

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

Councilmember Lang moved to approve application SMI-3-2019.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 19-44: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM WESH HE AND QUANHUI LI FOR PROPERTY LOCATED AT 3711 SOUTH LEE MAUR STREET (2740 WEST)

Mayor Bigelow discussed proposed Resolution 19-44 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement and Temporary Construction Easement with and from Wesh He and Quanhui Li for property located at 3711 South Lee Maur Street (2740 West).

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

This portion of the Wesh He and Quanhui Li parcel located at 3711 S. Lee Maur Street is being acquired as part of the 2700 West Improvement

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-7-

Project, scheduled to be constructed in 2019. This project will include construction of sidewalk, textured colored concrete parkstrip, landscaping, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 3671 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from Wesh He and Quanhui Li includes a Perpetual Easement for the wall and for a Grant of Temporary Construction Easement. Compensation in the amount of \$1,400.00 was negotiated based upon the Compensation Estimate prepared by the DH Group, LLC which indicated a value of \$900.00.

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

Councilmember Nordfelt moved to approve Resolution 19-44 on the Consent Agenda.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MAY 7, 2019 WAS ADJOURNED AT 7:14 P.M. BY MAYOR BIGELOW.

MINUTES OF COUNCIL REGULAR MEETING – MAY 7, 2019

-8-

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, May 7, 2019.

Nichole Camac, CMC
City Recorder

DRAFT

WEST VALLEY CITY

PROCLAMATION

**A PROCLAMATION DECLARING MAY 18,
2019 AS KIDS TO PARKS DAY IN WEST
VALLEY CITY.**

WHEREAS, May 18th, 2019 is the ninth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day encourages families to get outdoors and introduce a new generation to America's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension, and related health problems; and

WHEREAS, the West Valley City Parks and Recreation Department is participating in Kids to Parks Day and encourages the City's residents to visit and enjoy the City's parks; and

WHEREAS, the West Valley City Parks and Recreation Department is encouraging residents to visit a City park, take a selfie with friends, family, or solo, and post it to the City's Facebook page to be entered into a drawing for prizes.

NOW, THEREFORE, we, the City Council of West Valley City, do hereby declare May 18, 2019, as Kids to Parks Day in West Valley City and encourage the residents of the City to take the children in their lives to a nearby park.

PASSED and APPROVED this 14th day of May, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: CDBG Annual Plan & Budget
Fiscal Impact: \$1,261,314
Funding Source: CDBG
Account #: 60-6081-40750
Budget Opening Required: Yes

ISSUE:

Approve the West Valley City Community Development Block Grant (CDBG) Annual Action Plan and budget proposal on recommended Projects for Fiscal Year 2019-2020.

SYNOPSIS:

Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the CDBG program. Before HUD will approve any CDBG expenditures we must have an approved Annual Action Plan describing our goals for the programs with a budget listing the projects we intend to fund with CDBG for the 2019-2020 fiscal year. We have created an Annual Action Plan and budget proposal that meets the goals and federal guidelines of these funds. The City has made its Annual Action Plan and budget proposal available for public review and a public hearing will be held on May14, 2019 at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.

BACKGROUND:

The Community Development Block Grant (CDBG) and Salt Lake County HOME programs fund West Valley City with annual amounts to run programs pertaining to Low-Moderate income individuals and families. Estimated CDBG Program Income (PI) generated from the CDBG Home Rehabilitation Program payments will be approximately \$25,000. PI offsets the funds allocated to West Valley City CDBG program from HUD and must be reinvested into the CDBG program's eligible projects. The Public Service projects and the Administration costs are capped by HUD, with no more than 15% of the total allocation going to Public Services projects and no more than 20% going toward Administration and operating expenses.

West Valley City has a CDBG Committee in place, which currently has 5 members consisting of both knowledgeable staff and West Valley City residents, as directed by HUD. The Committee goes through an extensive process and each member dedicated over 10 hours to hearing individual agencies present their projects/programs, interviewing the agencies, reviewing applications and meeting to discuss funding requests. These recommendations presented to City Council are those that, by vote of the CDBG Committee members, both scored high and will be most impactful to residents, making the best use of funds received, while staying in line with the City's 5-year Consolidated Plan goals and HUD's direction.

RECOMMENDATION:

Approve the attached Resolution

SUBMITTED BY:

Heather Royall

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE WEST VALLEY CITY
COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET
PROPOSAL AND RECOMMENDED PROJECTS FOR FISCAL
YEAR 2019-2020.**

WHEREAS, West Valley City has established certain community priorities and desires to undertake Community Development Block Grant (“CDBG”) programs within the City for fiscal year 2019-2020; and

WHEREAS, the City has created a CDBG proposed budget setting forth recommended projects for the 2019-2020 fiscal year; and

WHEREAS, the City has held a public hearing and received public input concerning the proposed recommendations and budget; 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 attached budget proposal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached budget proposal and project recommendations are hereby approved, and the Mayor and City Manager are authorized to execute any documents necessary to facilitate CDBG funding in accordance with the budget proposal, subject to final approval of said documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

West Valley City Community Development Block Grant Recommendations FY 2019-2020

2019-2020 CDBG Allocation	\$1,236,314
Program Income estimation (not yet received)	\$25,000

Total est. Budget Proposal	\$1,261,314
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	Funding Requested	Funding Recommended
Neighborhoods & Infrastructure		
1 West Valley City Home Rehabilitation Loan Programs	\$200,000	\$200,000
2 West Valley City Home Rehabilitation/ERMMA	\$10,000	\$10,000
3 West Valley City Parks & Rec. - Truang Park Development	\$350,000	\$350,000
4 West Valley City Community Preservation - Code Enforcement	\$140,000	\$140,000
5 Odyssey House Inc. - Millcreek Residential Roof Replacement	\$22,464	\$14,000
TOTAL	\$722,464	\$714,000
Public Services (15% Cap)		
1 Salt Lake Community Action Program - Redwood Food Pantry	\$10,000	\$9,439
2 West Valley City Victim Services - DV assistance	\$12,000	\$9,439
3 West Valley City Neighborhood Services - Neigh. Watch/NN0	\$12,000	\$11,327
4 Family Support Center - Crisis Nursery	\$12,000	\$11,327
5 YMCA - Redwood Elementary Afterschool Program	\$10,000	\$9,439
6 Big Brothers Big Sisters of Utah - Youth Mentoring Program	\$12,000	\$11,327
7 West Valley City P.D. - Community Services Division (CDBG Officers)	\$60,000	\$47,195
8 YWCA - Women in Jeopardy Program	\$11,649	\$10,383
9 West Valley City UCCC - WVC Educational Programs	\$10,000	\$9,439
10 Legal Aid Society - Domestic Violence Victim Assistance	\$10,000	\$4,720
11 The Road Home - Resource Center/Community Shelter	\$12,000	\$7,551
12 The INN Between - Housing for terminally ill homeless	\$25,000	\$5,163
13 Utah Health & Human Rights Proj. - Torture & Severe Abuse Treatment	\$10,000	\$6,607
14 Salt Lake Community Action Program - Case Mgmt. & Housing Program	\$10,000	\$6,607
15 Asian Association of Utah - Refugee Community Wellness Prgm.	\$12,000	\$9,439
16 United Way 2-1-1	\$12,000	\$8,495
17 West Valley City FFC - Youth Program Sponsorship	\$8,000	\$7,550
TOTAL	\$248,649	\$185,447
Administration (20%)		\$247,262
TOTAL		\$247,262
Infrastructure Set-aside 2019-2020		\$114,605
GRAND TOTAL		\$1,261,314

2019-2020 Community Development Block Grant (CDBG) Committee Funding Recommendations

Application Type	Organization Name / Application Title	LY Allocation	New Request	Score	Trial Decision	Trial Amount	
Neighborhoods & Infrastructure	West Valley City Grants Division / Home Rehabilitation Loan Program	\$ 190,000.00	\$ 200,000.00	294.25	Approve	\$ 200,000.00	
Neighborhoods & Infrastructure	West Valley City Grants Division / Emergency Repair & Minor Maintenance Program	\$ 10,000.00	\$ 10,000.00	287.25	Approve	\$ 10,000.00	
Neighborhoods & Infrastructure	West Valley City Parks and Recreation / Truang Park Development	N/A	\$ 350,000.00	272.5	Approve	\$ 350,000.00	
Neighborhoods & Infrastructure	West Valley City / WVC CDBG Area Code Enforcement	\$ 140,000.00	\$ 140,000.00	271.5	Approve	\$ 140,000.00	
Neighborhoods & Infrastructure	Odyssey House - Inc, Utah / Millcreek Residential Roof Replacement	\$ 33,090.00	\$ 22,464.00	231.2	Approve	\$ 14,000.00	
			\$ 722,464.00			\$ 714,000.00	
							AMENDED**
Public & Supportive Services	Salt Lake Community Action Program / Redwood Food Pantry	\$ 5,200.00	\$ 10,000.00	289	Approve	\$ 10,000.00	\$ 9,439.00
Public & Supportive Services	West Valley City Victim Services / Victim Services	\$ 9,600.00	\$ 12,000.00	287	Approve	\$ 10,000.00	\$ 9,439.00
Public & Supportive Services	West Valley City Neighborhood Services / Neighborhood Watch & NNO	\$ 11,124.00	\$ 12,000.00	284.2	Approve	\$ 12,000.00	\$ 11,327.00
Public & Supportive Services	Family Support Center / Crisis Nursery- West Valley City	\$ 11,123.00	\$ 12,000.00	283.6	Approve	\$ 12,000.00	\$ 11,327.00
Public & Supportive Services	YMCA of Northern Utah / Redwood Elementary Afterschool Program	\$ 8,000.00	\$ 10,000.00	283	Approve	\$ 10,000.00	\$ 9,439.00
Public & Supportive Services	Big Brothers Big Sisters of Utah Inc. / One-to-One Youth Mentoring	\$ 8,000.00	\$ 12,000.00	276.4	Approve	\$ 12,000.00	\$ 11,327.00
Public & Supportive Services	West Valley City / WVC CDBG Area C.O.P. Officer	\$ 48,000.00	\$ 60,000.00	275.2	Approve	\$ 50,000.00	\$ 47,195.00
Public & Supportive Services	YWCA Utah / Women in Jeopardy Program	\$ 7,000.00	\$ 11,649.00	271.6	Approve	\$ 11,000.00	\$ 10,383.00
Public & Supportive Services	WVC Division of Arts & Culture UCCC / West Valley City Educational Programs	\$ 7,000.00	\$ 10,000.00	270.6	Approve	\$ 10,000.00	\$ 9,439.00
Public & Supportive Services	Legal Aid Society of Salt Lake / Domestic Violence Victim Assistance Program	\$ 9,523.00	\$ 10,000.00	265.2	Approve	\$ 5,000.00	\$ 4,720.00
Public & Supportive Services	The Road Home / Shelter and Supportive Services	\$ 8,400.00	\$ 12,000.00	263.4	Approve	\$ 8,000.00	\$ 7,551.00
Public & Supportive Services	The INN Between / Hospice for the Homeless	\$ 8,400.00	\$ 25,000.00	263.2	Approve	\$ 5,470.00	\$ 5,163.00
Public & Supportive Services	Utah Health and Human Rights Project / Torture & Severe War Trauma Treatment Program	\$ 5,000.00	\$ 10,000.00	259.4	Approve	\$ 7,000.00	\$ 6,607.00
Public & Supportive Services	Salt Lake Community Action Program / Housing and Case Management Program	\$ 7,000.00	\$ 10,000.00	256.8	Approve	\$ 7,000.00	\$ 6,607.00
Public & Supportive Services	Community Health Centers, Inc. / Healthcare Services for WVC Residents	\$ -	\$ 10,000.00	255.2	Decline	\$ -	
Public & Supportive Services	Asian Association of Utah - Refugee & Immigrant Center / Community Wellness Program	\$ 7,500.00	\$ 12,000.00	254.4	Approve	\$ 10,000.00	\$ 9,439.00
Public & Supportive Services	United Way of Salt Lake / Utah 2-1-1 Information and Referral Center	\$ 9,600.00	\$ 12,000.00	250	Approve	\$ 9,000.00	\$ 8,495.00
Public & Supportive Services	Senior Charity Care Foundation / Mobile Unit Senior Care Program	N/A	\$ 10,000.00	240.4	Decline	\$ -	
Public & Supportive Services	English Skills Learning Center / Free ESL Instruction & Citizenship Programs	\$ 6,000.00	\$ 10,000.00	232.4	Decline	\$ -	
Public & Supportive Services	West Valley City Parks & Recreation - FFC / Youth Program Sponsorship or Scholarship	\$ 4,000.00	\$ 8,000.00	226.5	Approve	\$ 8,000.00	\$ 7,550.00
Public & Supportive Services	Women of the World / Economic Empowerment Program	\$ -	\$ 5,000.00	217.8	Decline	\$ -	
Public & Supportive Services	Oasis Housing, Inc. / Mentally Disabled Adult Housing	N/A	\$ 12,000.00	215.6	Decline	\$ -	
Public & Supportive Services	Helping Hand Association - The Haven / Residential Treatment & Transitional Housing	\$ -	\$ 10,500.00	188.75	Decline	\$ -	
Public & Supportive Services	Vietnamese Community of Utah / Continuing services for Vietnamese in WVC	N/A	\$ 5,000.00	155	Decline	\$ -	
			\$ 311,149.00			\$ 196,470.00	\$ 185,447.00

**Received decrease in CDBG funding of ~ 5.6% . Public Services are capped at 15% of annual allocation, adjust max \$ and recommended allocations.

Committee decision - distribute evenly across current P.S. funding recommendations.

N/A = Not applicable. Brand new applicant or project

Item #:	
Fiscal Impact:	Revenue
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Amend Section 1-2-107 of the West Valley City Municipal Code to update the Consolidated Fee Schedule for the West Valley City Family Fitness Center.

SYNOPSIS:

Parks and Recreation requests an update of the consolidated fee schedule for the West Valley City Family Fitness Center. The proposed update eliminates programs that are no longer offered and allows for fees for seasonal activities to be approved by the City Manager.

BACKGROUND:

The Parks and Recreation Department charges fees to recover the costs of services and activities offered to the public. Classes, lessons, sports leagues, special events and other community programming may be changed or added depending on the season and Departmental resources. Staff frequently reviews program and event fees to ensure that they cover costs and are consistent with industry standards. It is proposed that authorization be given to the City Manager to approve such changes as they occur because these types of changes occur frequently.

The Family Fitness Center is proposing a fee increase in the various ongoing Kidz Kamp programs to offset increased operational costs. Additionally, childcare costs are clarified in the Consolidated Fee Schedule.

These new changes are indicated on the attached documentation.

RECOMMENDATION:

City staff recommends approval of the ordinance change.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

ORDINANCE NO. 19-12

Date Adopted: 5/14/2019

Date Effective: 5/17/2019

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

WHEREAS, Title 1-2-107 of the West Valley City Municipal Code establishes the consolidated fee schedule for the Parks and Recreation Department; and

WHEREAS, the fees charged by the Parks and Recreation Department require updating to reflect the current costs associated with the current services provided; 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 is hereby amended to read as follows

1-2-107. PARKS AND RECREATION DEPARTMENT.

(3) Family Fitness Center:

- a. Annual Membership Passes (West Valley City Residents):
 - i. Family (up to six) – \$370 or \$36/month
 - ii. Couple – \$312 or \$31/month
 - iii. Couple – Senior – \$208 or \$20/month

- iv. Adult – \$208 or \$21/month
- v. Adult – Senior (62+) – \$150 or \$14/month
- vi. Student (12 – 17) – \$167 or \$16.50/month
- vii. Youth (4 – 11) – \$133 or \$13/month
- b. Annual Membership Passes (Nonresidents):
 - i. Family (up to six) – \$420 or \$40/month
 - ii. Couple – \$362 or \$35/month
 - iii. Couple – Senior – \$236 or \$22/month
 - iv. Adult – \$258 or \$25/month
 - v. Adult – Senior (62+) – \$168 or \$16/month
 - vi. Student (12 – 17) – \$217 or \$20.50/month
 - vii. Youth (4 – 11) – \$183 or \$17/month
- c. Family Fitness Center Daily Admission Fees (West Valley City Residents):
 - i. Youth (4 – 11) – \$3
 - ii. Student (12 – 17) – \$4.25
 - iii. Adult – \$5
 - iv. Senior (62+) – \$3.75
- d. Family Fitness Center Daily Admission Fees (Nonresidents):
 - i. Youth (4 – 11) – \$4.25
 - ii. Student (12 – 17) – \$5.25
 - iii. Adult – \$6
 - iv. Senior (62+) – \$4.50
- e. ~~Fitness Center Classes:~~
 - i. ~~Dance Classes—\$28/student per month for FFC members and \$15/month for each additional student from same family; \$30/student for nonmembers and \$20/month for each additional student from same family~~
 - ii. ~~Tae Kwon Do Class—\$30/student per month for FFC members; \$40/student per month for nonmembers~~
 - iii. ~~Boot Camp—\$95—\$129/month for FFC members depending on class length; \$99—\$139 per month for nonmembers~~

f. Aquatic Programs:

- i. Child Group Swim Lesson—\$19/month for T TH and \$28.50 for M W F or PM classes for FFC members; \$25/month for T TH and \$37.50 for M W F or PM classes for nonmembers
- ii. Adult Group Swim Lesson—\$22.50/month for FFC members; \$27.50/month for nonmembers
- iii. Private Swim Lesson—\$15/30 minutes
- iv. Semi-Private Lesson (2—3 people)—\$20/30 minutes
- v. Pre-Competitive Swim Team—\$28.50 for FFC members; \$37.50 for nonmembers
- vi. American Red Cross Lifeguard Training—\$130 for FFC members; \$140 for nonmembers
- vii. American Red Cross Water Safety Instructor Class—\$100 for FFC members; \$110 for nonmembers
- viii. American Red Cross Community CPR and First Aid Class—\$40 for FFC members; \$50 for nonmembers
- ix. American Red Cross Recertification Fee—\$15
- x. Boy Scout Swimming or Lifesaving Class—\$12/person or \$60/troop
- xi. Swim Team Membership (FFC Members)—\$35/month for one swimmer, \$65/month for two swimmers, \$95/month for three or more swimmers; or \$105/quarter for one swimmer, \$195/quarter for two swimmers, \$285/quarter for three or more swimmers
- xii. Swim Team Membership (Nonmembers)—\$40/month for one swimmer, \$75/month for two swimmers, \$105/month for three or more swimmers; or \$120/quarter for one swimmer, \$225/quarter for two swimmers, \$315/quarter for three or more swimmers
- xiii. USA Swim Registration—\$60 annually plus swim meet fees of \$7—\$35 depending on number of events

g. Family Fitness Center Childcare Fees:

- i. Per Child, Per Hour – \$2/hour; Members: first hour free, \$1.50 for each additional hour
- ii. Kidz Kamp Program – \$97 115 /week per child; \$87 105 /week for additional children; or \$24 26 /day per child
- iii. Kindergarten Kamp – \$45 60/week per child; or \$10 14/day per child
- iv. Afterschool Kamp – \$30 40/week per child; or \$7 9/day per child
- v. Busy Bee Preschool—\$45/month per child for FFC members; \$50/month for nonmembers; additional \$10/month per child for Kindergarten Prep
- vi. Jr. High Summer Program—\$100/child 12—14 years for all summer or \$35/month

h. Fitness Center Special Programs:

- i. ~~Breakfast Events (Breakfast with the Bunny, Halloween, Santa)—\$7/Adult, 12 and up; \$5 Youth, 4—11; \$3 Child, 1—3~~
 - ii. ~~Easter Egg Hunt—\$2 FFC member; \$3/nonmember~~
 - iii. ~~Dog Days of Summer, Canine Pool Party—\$4 per dog~~
 - iv. ~~Nightmare Alley—\$4/person or \$20/6 people~~
 - i. ~~Recreation Special Programs:~~
 - i. ~~Recycle Run 5K—\$15/Adult, 18 and older; \$10/Youth, 17 and under; \$45/family, 3—6 family members; \$5/each additional family member~~
 - ii. ~~Westfest 5K—\$10/Adult, 18 and older; \$5/Youth, 17 and under; \$35/family, 3—6 family members; \$5/each additional family member; Kids Fun Run (8 and under)—FREE/family members of 5k participants, \$5 for all others~~
 - iii. ~~Triathlon—Standard Division: \$30/person, \$75/team; Novice Division: \$30/person, \$75/team; Kids Mini: \$15/person~~
 - iv. ~~Turkey Trot 5K—\$15/Adult, 18 and older; \$10 Youth, 17 and under; \$45/family, 3—6 family members; \$5/each additional family member, plus a can of food for each racer for the Utah Food Bank~~
 - j. ~~Youth Sports:~~
 - i. ~~Spring and Fall Soccer—\$40/player for FFC members; \$42/player for nonmembers~~
 - ii. ~~Spring and Fall T Ball—\$40/player; \$42/player for nonmembers~~
 - iii. ~~Spring and Fall Machine Pitch—\$42/player~~
 - iv. ~~Fall and Winter Big Kids Ball—\$40/player; \$42/player for nonmembers~~
 - v. ~~Fall and Winter Itty Bitty Ball—\$40/player; \$42/player for nonmembers~~
 - k. ~~Adult Sports:~~
 - i. ~~Fall Men's Softball—\$325/team (maximum of 20 players)~~
 - ii. ~~Coed Softball—\$325/team (maximum of 20 players)~~
 - iii. ~~Spring Men's Softball—\$500/team (maximum of 20 players)~~
 - iv. ~~Spring Coed Softball—\$500/team (maximum of 20 players)~~
 - v. ~~Dodgeball League—\$17/player~~
 - vi. ~~Westfest Softball Tournament—\$150/WVC FFC Teams; \$180/non-WVC FFC Teams~~
- (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 in the event any approved fee differs substantially from the foregoing standard.

~~The City Manager is authorized to implement changes in the Family Fitness Center fees as recommended by the Parks and Recreation Department. The City Manager shall notify the City Council of any such changes at the next scheduled City Council Meeting following the implementation of any changes.~~

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

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

PASSED and APPROVED this 14th day of May, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

19-46: Award a Contract to Courts Unlimited, LLC for...

Item #:	
Fiscal Impact:	\$122,170.00
Funding Source:	Park Maintenance Budget
Account #:	10-7602-40260-00000-0000
Budget Opening Required:	None

ISSUE:

Repair and Resurface tennis courts at Centennial Park (four courts), Parkway Park (two courts), and West View Park (one court).

SYNOPSIS:

The tennis courts at Centennial Park, Parkway Park and West View Park are in serious need of repair and resurfacing. This needs to be done to have a safe, consistent, and usable surface. It is anticipated that grant monies totalling \$41,924.00 from the United States Tennis Association (USTA) will be provided to offset the cost of this project.

BACKGROUND:

Tennis courts at Centennial Park, Parkway Park and West View Park have aged and are in need of repair and resurfacing. The cracks are unsightly and create issues with sports being played on them. Annual maintenance has not been available due to lack of funding which has accentuated the need for this work. A program modification was approved for this purpose.

A RFP was issued, and we had one responder, Courts Unlimited, who bid this project at \$174,470.00. This price also included the repair and resurfacing of the two tennis courts at Woodledge Park. Woodledge Park was eliminated from the process as funding needed would exceed what was approved in the program modification. The cost of repair work has increased over what was originally estimated. Additionally, grant dollars from the USTA were not available for the Woodledge Park tennis courts as they are located in a detention basin. This brings the amount needed for the proposed work to \$122,170.00. If grant funds from the USTA are not provided as anticipated, other tennis courts will be eliminated from the repair schedule.

We have called and spoken to the Courts Unlimited references, and it appears that they will do excellent work. They are currently repairing and resurfacing the basketball courts and pickleball conversion at Centennial Park.

RECOMMENDATION:

Staff recommends approving the repair and resurfacing of tennis courts at Centennial Park, Parkway Park and West View Park from Courts Unlimited for \$122,170.00.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO COURTS
UNLIMITED, LLC FOR THE REPAIR AND RESURFACING
OF TENNIS COURTS AT CENTENNIAL PARK, PARKWAY
PARK, AND WEST VIEW PARK.**

WHEREAS, proposals were solicited from qualified contractors to resurface repair and resurface seven tennis courts at park facilities within the City (herein the “Work”); and

WHEREAS, Courts Unlimited, LLC (“Courts Unlimited”) submitted a proposal for said Work that met the specifications of the request for proposals and fits within City budget requirements; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by and between the City and Courts Unlimited that sets forth the terms on which the Work will be completed; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to execute the Agreement with Courts Unlimited;

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

1. Courts Unlimited is hereby awarded the contract for the Work in an amount not to exceed One Hundred Twenty Two Thousand One Hundred and Seventy Dollars (\$122,170.00), with an additional amount not to exceed five percent of the maximum compensation for change orders.
2. The Mayor and City Manager are hereby authorized to execute the Agreement with Courts Unlimited and other documents necessary to perform the Work, subject to the final approval of the Agreement and other related documents by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**PROFESSIONAL SERVICES AGREEMENT
SPORTS COURT RESURFACING**

THIS AGREEMENT is made this 25th day of April, 2019, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Courts Unlimited, LLC (hereinafter, "Courts Unlimited"), located at 12407 South 1450 West, Riverton, Utah. The City and Courts Unlimited shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City seeks to contract with a qualified contractor to resurface seven tennis courts and perform other related services (the "Project"); and

WHEREAS, the City has determined that Courts Unlimited is the best qualified firm to provide the City with design and construction services for the Project; and

WHEREAS, the City desires to retain Courts Unlimited's expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** Courts Unlimited shall resurface seven tennis courts.
2. **Courts Unlimited's Services.** Courts Unlimited shall provide all of the services, labor, and materials necessary to complete the Project as set forth in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Courts Unlimited shall comply with all requirements set forth in the Request for Proposals, which is attached hereto and incorporated herein as Exhibit "B". Courts Unlimited agrees to attend all meetings and hearings that pertain to the Project at the request of the City. Courts Unlimited shall perform the services set forth in the Scope of Work in accordance with generally accepted standards for Utah contractors.
3. **Courts Unlimited's Responsibilities.** Courts Unlimited will provide all professional services necessary for the conceptual design and development of the Project. Courts Unlimited agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement. Courts Unlimited further agrees as follows:

- A. Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Courts Unlimited pursuant to this Agreement, Courts Unlimited and Courts Unlimited's consultants shall be solely responsible, as measured by the standard of care as defined herein, for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the City, if any. Courts Unlimited shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by Courts Unlimited, Courts Unlimited's consultants, or their subconsultants of any tier.
- B. Responsibility of Consultants.** Courts Unlimited shall be responsible for all its consultants and subconsultants of any tier for the services set forth in this Agreement. Courts Unlimited shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement.
- 4. Additional Services.** The City shall only be obligated to compensate Courts Unlimited as set forth in this Agreement. The City shall not be obligated to compensate Courts Unlimited for any additional services unless those services are approved, in writing, by the City.
- 5. City's Responsibilities.** The City shall be responsible for the following:
- A. Compensation.** The City shall compensate Courts Unlimited for services provided under this Agreement in an amount not to exceed One Hundred Twenty Two Thousand One Hundred and Seventy Dollars (\$122,170.00). Courts Unlimited's bid (which includes work not included in the scope of this Agreement) is attached hereto as Exhibit D.
- 6. Instruments of Service.** The Parties acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad 2007 or compatible or similar files) prepared by Courts Unlimited or by Courts Unlimited's consultants or its subconsultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. Courts Unlimited represents and warrants that it owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, Courts Unlimited hereby assigns to the City ownership of all Instruments of Service and hereby assigns to the City all common law, statutory, or other reserved rights, including all copyrights that Courts

Unlimited has in the Instruments of Service. Courts Unlimited shall require similar assignment by its consultants and subconsultants of any tier to the City. At the completion of the Project or upon termination of this Agreement, whichever occurs first, Courts Unlimited, its consultants, and subconsultants at any tier shall promptly deliver reproducible files (including AutoCad 2007 or compatible or similar files) to the City of all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the City for any project other than the Project will be at the City's sole risk, and Courts Unlimited, its consultants, and subconsultants shall not be liable.

7. Termination. The Parties may terminate this Agreement as follows:

- A.** Courts Unlimited shall provide the City with thirty (30) days' written notice of Courts Unlimited's intention to suspend or terminate this Agreement. The notice shall state Courts Unlimited's grievance, if one exists, and the means by which the City may cure the grievance.
- B.** If the Project is suspended by the City for more than ninety (90) consecutive days, Courts Unlimited shall be compensated for services performed prior to the ninety (90) day period.
- C.** This Agreement may be terminated by the City without cause, or for the City's convenience, upon five (5) days' written notice to Courts Unlimited. In the event of such termination, Courts Unlimited shall be compensated for services rendered prior to termination.
- D.** In the event of termination, Courts Unlimited shall deliver to the City all Instruments of Service in accordance with Section 6 of this Agreement.

8. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY: West Valley City
 Attn: City Manager
 3600 Constitution Blvd.
 West Valley City, Utah 84119

With a copy to: West Valley City
 Attn: City Attorney

3600 Constitution Boulevard
West Valley City, Utah 84119

If to Courts Unlimited: Courts Unlimited, LLC
12407 South 1450 West
Riverton, Utah 84065

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Courts Unlimited is an independent contractor, and that the officers and employees of Courts Unlimited shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.
10. **Conflict of Interest.** Courts Unlimited warrants that no City employee, official, or agent has been retained by Courts Unlimited to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Courts Unlimited, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Courts Unlimited further warrants that Courts Unlimited shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Courts Unlimited's professional judgment with respect to the Project.
11. **Indemnification.** To the fullest extent permitted by law, Courts Unlimited agrees to indemnify, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Courts Unlimited's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Courts Unlimited and/or Courts Unlimited's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, Courts Unlimited agrees to procure from each consultant retained by Courts Unlimited with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Limitation of Liability of City for Document Review Services.** The City shall review all documents prior to approval of such documents. However, the City's document review in no way relieves Courts Unlimited of design liability or contractual responsibility under this Agreement. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The City shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. Courts Unlimited covenants and agrees not to bring any claim or assert any defense against the City for any alleged negligence or fault of the City in failing to discover errors or omissions in the documents prepared by Courts Unlimited or Courts Unlimited's consultants. Any defective documents prepared by Courts Unlimited or Courts Unlimited's consultants shall be promptly corrected at no cost to the City. The City's approval, acceptance, or use of, or payment for, all or any part of Courts Unlimited's services hereunder shall in no way constitute any waiver of claims or acceptance of defective services, or alter Courts Unlimited's obligations or the City's rights hereunder.
13. **Insurance.** Courts Unlimited shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Courts Unlimited hereunder), such insurance as will protect Courts Unlimited and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$1,000,000, annual aggregate: \$2,000,000.
 - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$1,000,000.
 - C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. **Employer's Liability Insurance.** In an amount not less than \$1,000,000.
 - E. **Professional Liability Insurance.** In an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate.
 - F. **Consultants.** Courts Unlimited shall require that any and all consultants engaged or employed by Courts Unlimited, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.

- G. Conditions.** Courts Unlimited shall not commence services under this Agreement until Courts Unlimited has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Courts Unlimited shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Courts Unlimited or Courts Unlimited's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Courts Unlimited shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
- 14. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.
- 15. No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Courts Unlimited and the City.
- 16. Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
- 17. Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
- 18. No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
- 19. Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder

of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
21. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.
22. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
23. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
24. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
25. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
26. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
27. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

City Recorder

APPROVED AS TO FORM
West Valley City Attorney's Office

By: BMT
Date: 5/2/19

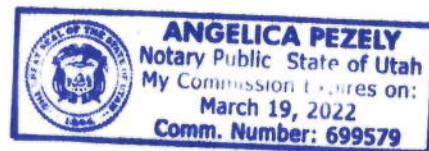
COURTS UNLIMITED, LLC

[Signature]
By:
Its:

State of Utah)
County of Salt Lake :ss

On this 25 day of April, 20 19, personally appeared before me Michael Ray Wren [name of person(s)], 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 Owner [title], of Courts Unlimited, LLC, and that this *Professional Services Agreement* was signed by him/her in behalf of said limited liability company by authority of its Articles of Organization or of a Resolution of its members, and he/she acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public



**United States Tennis Association
Tennis Court Resurfacing
Contract Checklist**

Number of Courts _____

Project Resurfacing Scope (please check all that apply):

1. ☐ **Court Cleaning/Preparation** - The contractor shall sand, scrape and/or power wash the entire court surface to remove dirt, stains, debris, mildew, loose surfacing material and other materials that may impact the adhesion of the acrylic coatings.
2. ☐ **Low Spot/Birdbath Repair** - Prior to the application of the court surface system, the entire court area shall be water flooded and allowed to drain for sixty minutes. At that time the surface shall be inspected for depressions, and areas holding water deeper than 1/8 inch shall be clearly marked to establish the bird bath outline. Once they are completely dried, the outlined area shall be patched and leveled using acrylic court leveling material.
3. ☒ **Crack Repair** – The contractor shall rout, air blow and clean all structural cracks in the pavement. All cracks will filled their entire depth with acrylic patch binder material. Multiple applications may be necessary. The contractor shall feather and sand all crack repairs to be even with the adjacent court surface.
4. ☒ **Manufactured Crack Repair** – The contractor shall overlay _____ linear feet of pavement cracks with a manufactured crack repair system in accordance with the manufacturer's instructions and recommendations.
5. ☒ **Resurfacer Coats** – The contractor shall provide and install _____ coat(s) of acrylic resurfacer at an undiluted coverage rate of _____ gallons per square yard per coat.

6. ☐ **Color Coats** – The contractor shall provide and install ____ coat(s) of acrylic color (with sand) at an undiluted coverage rate of _____ gallons per square yard per coat.
7. ☒ **Playing Lines** – The contractor shall provide and install ____ coat(s) of playing lines in accordance with the Rules of Tennis. Lines shall be installed using line masking tape that is primed to seal the edge and minimize any bleed under the tape. Lines shall be crisp and straight. Fuzzy lines shall not be accepted. All playing lines will be installed with textured line paint.
8. ☒ **Blended Playing Lines** – The contractor shall provide and install blended 36/60 foot tennis playing lines on 78 foot tennis courts at the facility, in accordance with the USTA recommendations for blended playing line installation.
9. ☐ **Clean Up** – The contractor shall remove all materials, equipment, barrels, etc. from the site and restore the general site to an acceptable condition.

10. **Other Scope Items:** _____

11. **Price Proposal** – The contractor shall furnish materials and labor to complete the scope of work above for the sum of _____

12. **Other Terms/Conditions** (Please attached additional documents as necessary)- _____

Item: _____
Fiscal Impact: \$40,328
Funding Source: Existing Budget
Account #: 45-9612-40750-00000-0000
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the implementation of a Public Record Request Management Solution using OnBase, the City's Document Management System.

SYNOPSIS:

Nationally, government organizations spend four hours a day on the fulfillment and management of public records requests. Currently West Valley City Staff receive Government Records Access and Management Act (GRAMA) records requests throughout the City by email and phone requests. Departments are currently using adhoc methods of tracking GRAMA requests, but the City does not have a centralized solution to ensure the timeliness and accuracy of the request fulfillment.

BACKGROUND:

The Public Records Request Management Solution using OnBase will utilize the City's Document Management System for managing all public records requests. This solution will manage routing and workflow for all requests to retrieve all City Documents in a timely manner in compliance with the Government Records Access and Management Act, ensuring that all data/documents are vetted before release. The Public Records Request Management Solution will be utilized by the Legal Department, the City Recorder and City Departments for accurate request tracking, work flow and documentation.

RECOMMENDATION:

City Staff recommends approval of the Resolution.

SUBMITTED BY:

Paul Isaac/Ken Cushing

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION FOR THE IMPLEMENTATION OF A
PUBLIC RECORDS MANAGEMENT SOLUTION USING
ONBASE.**

WHEREAS, the City does not have a centralized system for tracking, routing, and retrieving documents responsive to requests pursuant to the Government Records Access Management Act (“GRAMA”); and

WHEREAS, the City’s document management system, OnBase, provides a solution for tracking, routing, and retrieving GRAMA requests; and

WHEREAS, an agreement (the “Agreement”) has been prepared which implements a public records management solution, which will serve as a centralized system for the City; and

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

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council that the Mayor is hereby authorized to execute the Agreement in behalf of the City in substantially the form attached, subject to the final approval of the Agreement and any attachments by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Public Records Request Solution
Published: 3/14/2019
Q-83973

Katie Viehbeck
Account Manager
+1.440.788.5365
katie.viehbeck@hyland.com

Pricing Details

Quote#	Q-83973
PO#	
Quote Delivered	3/14/2019
Vendor Contact	Katie Viehbeck
Vendor Phone	+1.440.788.5365
Vendor Email	katie.viehbeck@hyland.com

HSI#	15198
Customer Name	West Valley City - MIS Department
Address	3600 South Constitution Blvd. West Valley City, Utah 84119 United States
Contact Name	Kamie Macaluso
Phone	801-963-3508
Email	kamie.macaluso@wvc-ut.gov

One-time

Product Name	Module Code	Quantity	Unit Price(USD)	Total(USD)
OnBase Interaction with ShareBase	OSHIP11	1	\$5,000.00	\$5,000.00
Local Government Workflow/Workview Concurrent SL	GV-B-MU2-WWIPC1	2	\$1,740.00	\$3,480.00
One-time Total:				\$8,480.00

Maintenance

Maintenance Period	Full Year Maintenance	Prorated Maintenance
4/1/2019 to 9/30/2019	\$1,696.00	\$848.00

TOTAL: \$9,328.00

Product Details

Product Name	Description
OnBase Interaction with ShareBase	Allows for automating the creation and sharing of documents and folders in ShareBase by leveraging OnBase Workflow. With the interaction license, users can execute configured Workflow tasks in OnBase to add OnBase documents to ShareBase, create or delete ShareBase folders, and create links to ShareBase folders that can be shared with non-ShareBase users.
Local Government Workflow/Workview Concurrent SL	Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.

Terms

- 1 Pricing is valid until 3/31/2019. Pricing is based on information and assumptions provided by you; should such information or assumptions change, this pricing quote may also change.
- 2 The maintenance fees actually invoiced will be a prorated amount based on the number of months remaining in your current maintenance period at the time of the order.

Make Purchase order out to:

Hyland Software, Inc.

28500 Clemens Rd

Westlake, Ohio 44145

United States

Notice

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Prices are exclusive of all taxes and governmental charges (such as duties). All invoices issued by Hyland and any affiliates will include all applicable taxes based on the jurisdiction in which the customer is located. Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

PROFESSIONAL SERVICES PROPOSAL

West Valley City

Public Record Request
Management (PRRM) Solution

Document Version: 2

Document Date: 15-Mar-2019

THIS PROPOSAL IS VALID FOR A
PERIOD OF **90** DAYS FROM THE
ABOVE DATE.

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Details in this document are based on information given to Hyland Software Inc. and its affiliates and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. and its affiliates until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

The information contained in this document is confidential and proprietary to Hyland Software Inc. and its affiliates. It is provided solely for the use of West Valley City to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software Inc. and its affiliates without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

Hyland

Global Services

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TABLE OF CONTENTS

INTRODUCTION	3
PROPOSAL TERMS & USAGE.....	3
PROJECT AREAS	4
Point Solution Implementation: Public Record Request Management	4
<i>Deliverables</i>	5
<i>Exclusions</i>	6
KEY ASSUMPTIONS/CUSTOMER OBLIGATIONS.....	6
PRICING ESTIMATE	8
PROJECT CHANGE CONTROL PROCESS	9
SIGNATURES	9
APPENDIX A – RESOURCE DESCRIPTIONS	10
APPENDIX B – PUBLIC RECORD REQUEST MANAGEMENT POINT APPLICATION SOLUTION SCOPE.....	10
APPENDIX C – PUBLIC RECORD REQUEST MANAGEMENT POINT APPLICATION SCENARIO.....	10

INTRODUCTION

The purpose of this document (the “Services Proposal”) is to define the goals, scope, fees, and other important details supporting the delivery of professional services for one or more projects defined in the Project Areas section.

PROPOSAL TERMS & USAGE

Hyland Software Inc. (“Hyland”) is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System Software (“Software”) for West Valley City (“Customer”) as shown in the Description of Services section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the applicable services contract between the parties within which this Services Proposal is incorporated. Such services contract may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement or Subscription Agreement. If such services contract provides that services will be provided under a Statement of Work, this Services Proposal shall be considered the Statement of Work.

After execution, all changes to this Services Proposal will follow the [Project Change Control Process](#). All changes must be made to this Services Proposal through an authorized change order unless otherwise agreed to in writing by both Hyland and Customer.

PROJECT AREAS

POINT SOLUTION IMPLEMENTATION: PUBLIC RECORD REQUEST MANAGEMENT

Hyland will provide implementation services to Customer related to the delivery of Hyland's Public Record Request Management solution also referred to as PRRM. The implemented point solution, built upon Software, is an out of the box, ready to use solution aimed to help Customer more efficiently manage requests for public records.

With the ready to use point solution, services related to the deployment are minimized through the use of a rapid deployment methodology. Below details the services to be provided by Hyland to Customer. For information on point solution features and functionality, see [Appendix B](#) for a solution overview.

Initiation: Project activities to schedule and plan for the engagement. During this process, Hyland will work with Customer to review the overall project timeline and scope, as well as infrastructure, security and software deployment requirements.

Installation: Onsite implementation and setup along with administrative training on the configuration and use of the point solution. Services shall take place over the course of three (3) business days to complete the following:

- a. Initial setup and testing of server infrastructure for one (1) environment (e.g. Software database, file server, Application Server, and Unity Server);
- b. Reviewing security setup and validating Software user authentication;
- c. Reviewing Software workstation deployment process and testing installation on up to five (5) workstations;
- d. Training on the configuration and use of Software Point Solution, utilizing [Appendix C](#) as a test scenario;
- e. Consultation and assistance on the configuration and setup of Software based on one (1) specific scenario (e.g. standard public record request or subpoena), as identified by Customer; and
- f. Training and guidance on the overall administration of Software point solution.

Project Closure: Hyland will return onsite for a period of two (2) additional days for additional consultation and guidance related to the implemented point solution. Consultation may include areas such as:

- a. Configuration changes;
- b. Expansion or rollout;
- c. Solution administration best practices;
- d. Environmental setup or migrations into additional environment; and/or
- e. Support for go live planning.

Project Timeline: Below is the project timeline for delivery.

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Initiation							
	Customer Readiness Activities						
				Installation			
					Customer Internal Training and Rollout		
							Project Closure

*Blue: Indicates scheduled involvement from Hyland resource(s).

*Red: Indicates Customer activities, with limited involvement from Hyland resource(s).

*Where mutually agreed, timeline may be condensed.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- Customer has seen the PRRM point solution Software demonstration;
- Total project duration is eight (8) weeks or less;
- Customer identified System Administrator is actively involved throughout the project;
- Customer is responsible for solution customization, including but not limited to: configuration changes or enhancements, custom scripts, integrations, and/or rollout to end users;
- Customer is responsible for setup of all third party software and/or hardware; and
- If services are requested beyond the scope and/or timeframe outlined within the project description, Customer understands additional cost will apply.

Required Resources

Resource	Rate Type
Technical Consultant	Solution Consultant

For details about the required resources, please review [Appendix A](#).

Deliverables

The following table is intended to provide Customer an understanding of all deliverables resulting from the service engagement.

Description
Installation of the Public Record Request Management offering
Public Record Request Management Worksheet

Exclusions

The following items are considered out of scope for this engagement:

- a. Customer and Hyland mutually agree that all optional items described within Appendix B/C are excluded from the scope and thus will not be implemented;
- b. Custom Solution Administration and/or User Guides;
- c. End User training;
- d. Training on Software modules, features, or functionality outside core point solution; and
- e. Extended user testing support or go live support beyond the timeline outlined.

KEY ASSUMPTIONS/CUSTOMER OBLIGATIONS

The following are key assumptions that impact the success of the solution, and are applicable for all Project Areas within this proposal:

- a. Services will be provided both onsite at Customer's location in West Valley City, UT as well as remotely from Hyland.
- b. To ensure anticipated timeframes are met, Customer will review deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process.
- c. Hyland and Customer will review remaining work effort throughout the project. If at any time the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours.
- d. Customer is responsible for ensuring all hardware is in place and made ready as dictated by the implementation schedule. This includes full access to all environments in which Hyland is required to work including environments required for migrations, integrations, or multiple development, testing, and production environments for Software.
- e. Customer will provide trained technical team members to assist in supporting and maintaining all aspects of the hardware, network, and database maintenance plans throughout the project.
- f. Customer will designate a Software administrator who will undergo any applicable Software training recommended before the start of requirements gathering to participate in the design and implementation process effectively. Recommended training courses are provided along with the Software license estimate separately from this proposal.
- g. Customer will provide appropriate access to facilities and office space for all onsite or remote work. This includes, but is not limited to, work desks, networked computers, team meeting rooms, conference phones, whiteboards, the internet and VPN connection as dictated by Customer's reasonable security measures.
- h. Customer will provide subject matter experts who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles.
- i. Customer will make commercially reasonable efforts to maintain consistent project resources throughout the project. Any anticipated changes to the core

team must be communicated in writing within five (5) business days unless termination or illness is the result of the change.

- j. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays.
- k. Customer will provide Hyland resources a properly setup environment per Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third-party software.
- l. Customer will include third-party vendors or subject matter/technical experts as required.
- m. Customer will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions. The project sponsor will also ensure that the appropriate Customer personnel are made available to execute the project successfully.
- n. Customer will provide subject matter experts who are responsible for the development and execution of user test cases and associated activities.
- o. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project cost.
- p. While onsite, the Resource will work during normal operating hours generally between 8:00 AM and 5:00 PM, Monday through Friday in the Customer's local time zone. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
- q. Customer is responsible for configuring training room(s) and ensuring that all resources participating will have the proper materials, as set forth by Hyland. If these provisions are not met, Hyland has the right to cancel and reschedule the onsite training.

PRICING ESTIMATE

Customer acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above Project Areas.

#	Project		Estimated Totals (USD)
1	Public Record Request Management	Fixed Fee	\$30,000.00
2	(Optional) ShareBase Integration	Fixed Fee	\$1,000.00
	Totals		\$31,000.00

Pricing Assumptions

The cost estimates were created using the following assumptions:

- The pricing for the Public Record Request Management Offering represents a fixed price services engagement, including services fees and travel time and expenses;
- The fixed price was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Work Agreement, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the services, this fixed price shall be adjusted equitably to reflect the impacts of such circumstances; and
- Fixed price includes up to two (2) onsite visits to Customer location, as described within the scope of the Project Areas.

Payment Milestones

Payment milestones for this engagement will be invoiced as follows:

- Payment Milestone 1:
 - \$10,000.00 of the total fixed price will be invoiced by Hyland to Customer upon contract execution.
- Payment Milestone 2:
 - \$10,000.00 of the total fixed price will be invoiced by Hyland to Customer upon implementation of Software.
- Payment Milestone 3:
 - \$11,000.00 of the total fixed price will be invoiced by Hyland to Customer upon project closure activities.

PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a change request (“Change Request”) in writing. The Customer’s project team and Hyland project team will review the request, determine the impact on the Services Proposal, and agree to the requested changes. Once the requested change(s) is accepted, Hyland will provide a formal change order (“Change Order”) to Customer outlining the change in service, the impact on hours, and the related impact on cost and/or timeline.

Customer and Hyland will fully execute the Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect services, timelines, and deliverables, and therefore will make commercially reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project.

SIGNATURES

West Valley City

Hyland Software Inc.

By :

By :

Name : (Print)

Name : (Print)

Title :

Title :

Date :

Date :

APPENDIX A – RESOURCE DESCRIPTIONS

The following table is intended to provide Customer an understanding of the Hyland Global Services resource types required for the engagement and their corresponding responsibilities.

Resource Type	Responsibilities
Technical Consultant	Provides expertise on the installation and configuration of the Software and solution and associated training and support described in the scope.

APPENDIX B – PUBLIC RECORD REQUEST MANAGEMENT POINT APPLICATION SOLUTION SCOPE



PRRM - Solution
Scope R01.docx

APPENDIX C – PUBLIC RECORD REQUEST MANAGEMENT POINT APPLICATION SCENARIO



PRRM - Example
Test Scenario R02.doc

*** END OF DOCUMENT ***

19-48: Award a Contract to Lyndon Jones Construction...

Item #:	
Fiscal Impact:	\$365,000
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-75249-0500
Budget Opening Required:	Yes

ISSUE:

Award Contract for the Derby Street Storm Drain Project

SYNOPSIS:

Lowest responsible bid was submitted by Lyndon Jones Construction

BACKGROUND:

Bids for the project were opened on April 16, 2019 and a total of four (4) bids were received. The lowest responsible bidder was Lyndon Jones Construction.

This project is in the Chesterfield Subdivision which has many drainage deficiencies. The subdivision plat is over 100 years old, and the roads lack adequate drainage facilities.

This project will replace a corrugated metal storm drain pipe that currently extends from Parkway Avenue to 2400 South through private property and will redirect runoff through a new storm drain in Parkway Avenue and Derby Street.

The project will eliminate a drainage problem in the intersection of Parkway Avenue and Derby Street and will also install a shallow drain to collect a large area of ponded water in the shoulder on the south side of Parkway Avenue.

RECOMMENDATION:

Award the contract to Lyndon Jones Construction in the amount of \$329,893.25 and authorize the Public Works Department to spend no more than \$365,000 on the project by change order.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO LYNDON
JONES CONSTRUCTION FOR THE DERBY STREET
STORM DRAIN PROJECT.**

WHEREAS, bids were solicited from qualified contractors to install certain storm drain infrastructure in and around the Chesterfield Subdivision and Derby Street (herein the “Work”); and

WHEREAS, Lyndon Jones Construction (“LJC”) submitted the lowest responsive and responsible bid; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to award the contract to LJC.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

1. LJC is hereby awarded the contract for the Work in the amount of Three Hundred and Twenty Nine Thousand Eight Hundred Ninety Three Dollars and Twenty Five Cents (\$329,893.25), with authorization to spend not more than Three Hundred and Sixty Five Thousand Dollars, inclusive of change orders (\$365,000.00).
2. The Mayor and City Manager are hereby authorized to execute an agreement and any other documents necessary to perform the Work, subject to the final approval of the agreement and other related documents by the City Attorney’s Office.

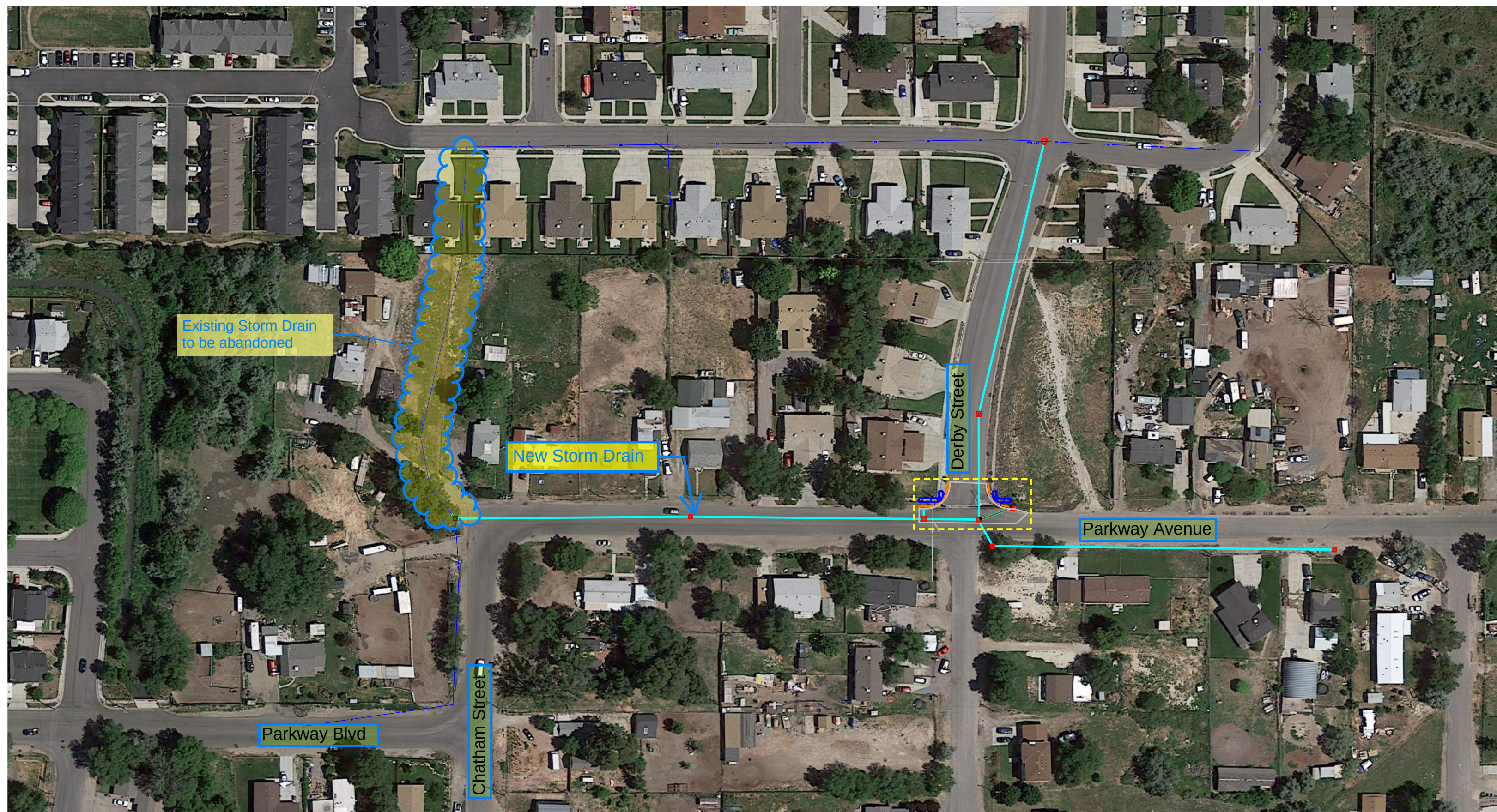
PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



Derby Street Storm Drain Project

West Valley City, Utah - Bid Tabulation Summary
Derby Street Storm Drain

4/16/2019

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	\$ 432,565.00				
Response 1		(\$3,298.93)	(\$3,298.93)		
Lyndon Jones Construction	\$ 329,893.25	-1%	-1%	(\$6,597.87)	\$323,295.39
Response 2		\$0.00	\$0.00		
Cody Ekker Construction	\$ 398,840.00	0%	0%	\$0.00	\$398,840.00
Response 3		\$0.00	(\$4,381.28)		
Beck Construction	\$ 438,128.00	0%	-1%	(\$4,381.28)	\$433,746.72
Response 4		\$0.00	\$0.00		
England Construction	\$ 646,235.00	0%	0%	\$0.00	\$646,235.00

19-49: Approve an Agreement with Rocky Mountain...

Item #:	
Fiscal Impact:	\$164,342
Funding Source:	State Transportation Funds
Account #:	45-9610-40750-75198-0600
Budget Opening Required:	Yes

ISSUE:

Rocky Mountain Power – Customer Requested Work Agreement – 4100 South Power Burial

SYNOPSIS:

Agreement with Rocky Mountain Power to bury some overhead crossings on 4100 South between Bangerter Highway and 5460 West.

BACKGROUND:

The city has asked Rocky Mountain Power to bury certain overhead crossings on 4100 South between Bangerter Highway and 5460 West.

This agreement covers the cost for Rocky Mountain Power to bury various overhead facilities into conduit and boxes installed by the City's road reconstruction contractor. Total cost by Rocky Mountain Power is \$164,342.00.

Aerial crossings at the following locations will be buried:

4121 West	4700 West
4129 West	4850 West
4200 West	4870 West
4250 West	5000 West
4380 West	5070 West
4430 West	5093 West
4460 West	Holder Drive
4490 West	5160 West
4508 West	5250 West
4556 West	5280 West
4650 West	5350 West

RECOMMENDATION:

Authorize the city to execute the agreement with Rocky Mountain Power.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH
ROCKY MOUNTAIN POWER TO BURY POWER LINES
ALONG 4100 SOUTH IN WEST VALLEY CITY.**

WHEREAS, the City desires to bury power lines along 4100 South from Bangerter Highway to 5450 West and

WHEREAS, Rocky Mountain Power “RMP” has agreed to bury certain overhead crossings; and

WHEREAS, an agreement titled Customer Requested Work Agreement (the “Agreement”) has been prepared which sets forth the locations of the overhead crossings to be buried as well as the rights, duties, and obligations of the City and RMP; and

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

NOW, THEREFORE, BE IT RESOLVED by the West Valley City Council that the Mayor is hereby authorized to execute the Agreement in behalf of the City in substantially the form attached, subject to the final approval of the Agreement and any attachments by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated April 5, 2019 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **WEST VALLEY CITY**, ("Customer"), for work to be performed by Company for Customer at or near **Bangerter Highway to 5450 West, West Valley City, Ut** in **Salt Lake** County, State of Utah.

Description:

Burying as many of the overhead crossings along 4100 South as possible from Bangerter Highway to 5450 West.

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0.00. The total advance for this work is \$164,342.00, with a **balance due of \$164,342.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: July, 2019

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

West Valley City
Dan Johnson
3600 S Constitution Blvd
West Valley City, UT 84119
Phone (801) 936-3228
Cellular ()
Fax ()

Rocky Mountain Power
Dustin Rudd (Estimator)
1569 W North Temple
Salt Lake City, UT 84116
Phone (801) 220-7233
Cellular (385) 290-2498
Fax ()

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

WEST VALLEY CITY

By _____
 Signature

Title _____

 Print name of Signing Officer

 Date

ROCKY MOUNTAIN POWER

By _____
 Signature.

Title Manager

Brady Allen
 Print name of Signing Manager/Officer

 Date

Appendix A GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless Company to this Agreement and Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten Company's ability to continuously provide electric service as it is required to do by law or by contract, then Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that Company and those persons employed by Company in connection with the work described herein are not employed by or employees of the Customer.

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

The Customer may, at reasonable times and by written agreement with Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay Company and such changes in scope are reasonably acceptable to Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

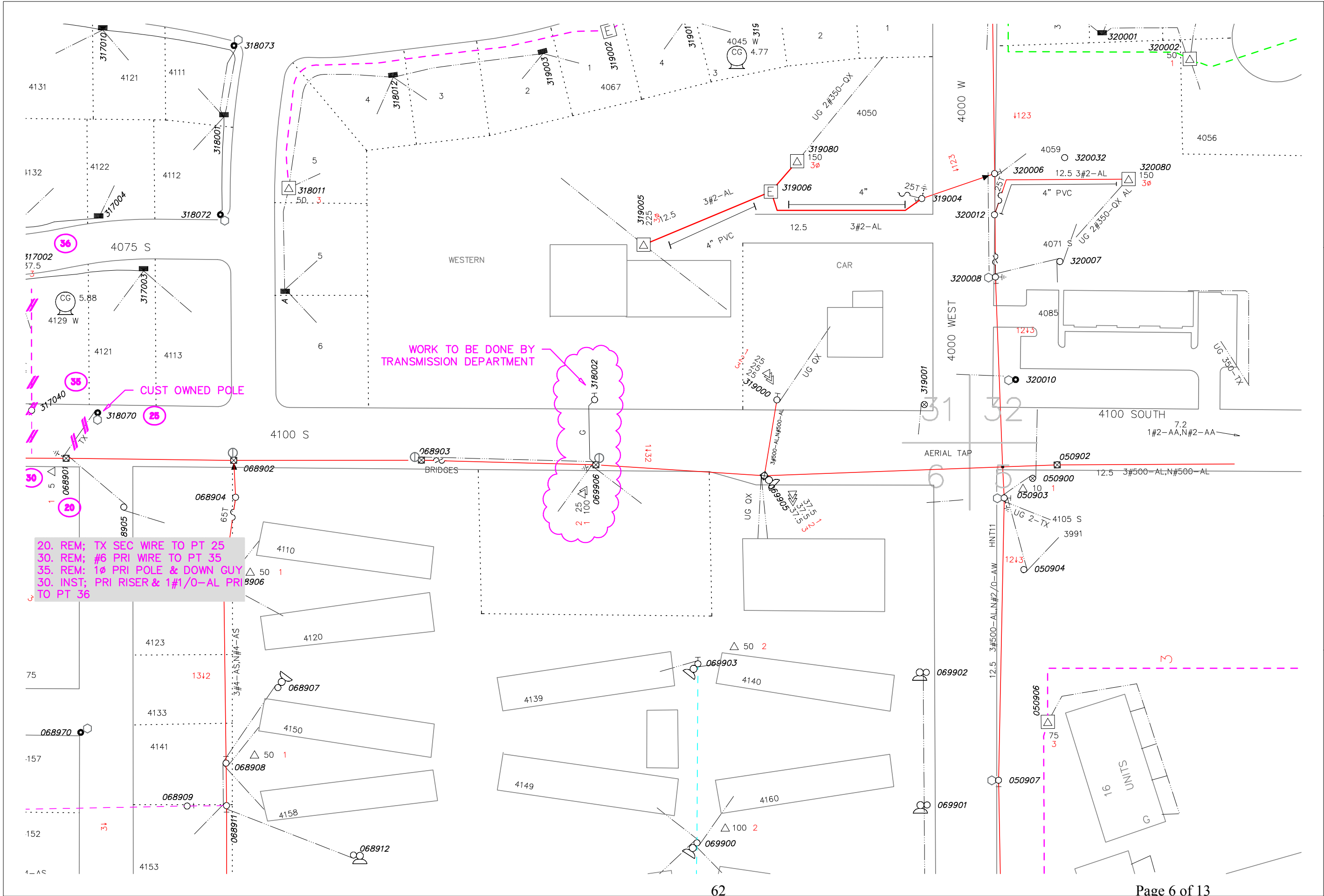
GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

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



A BERKSHIRE HATHAWAY ENERGY COMPANY

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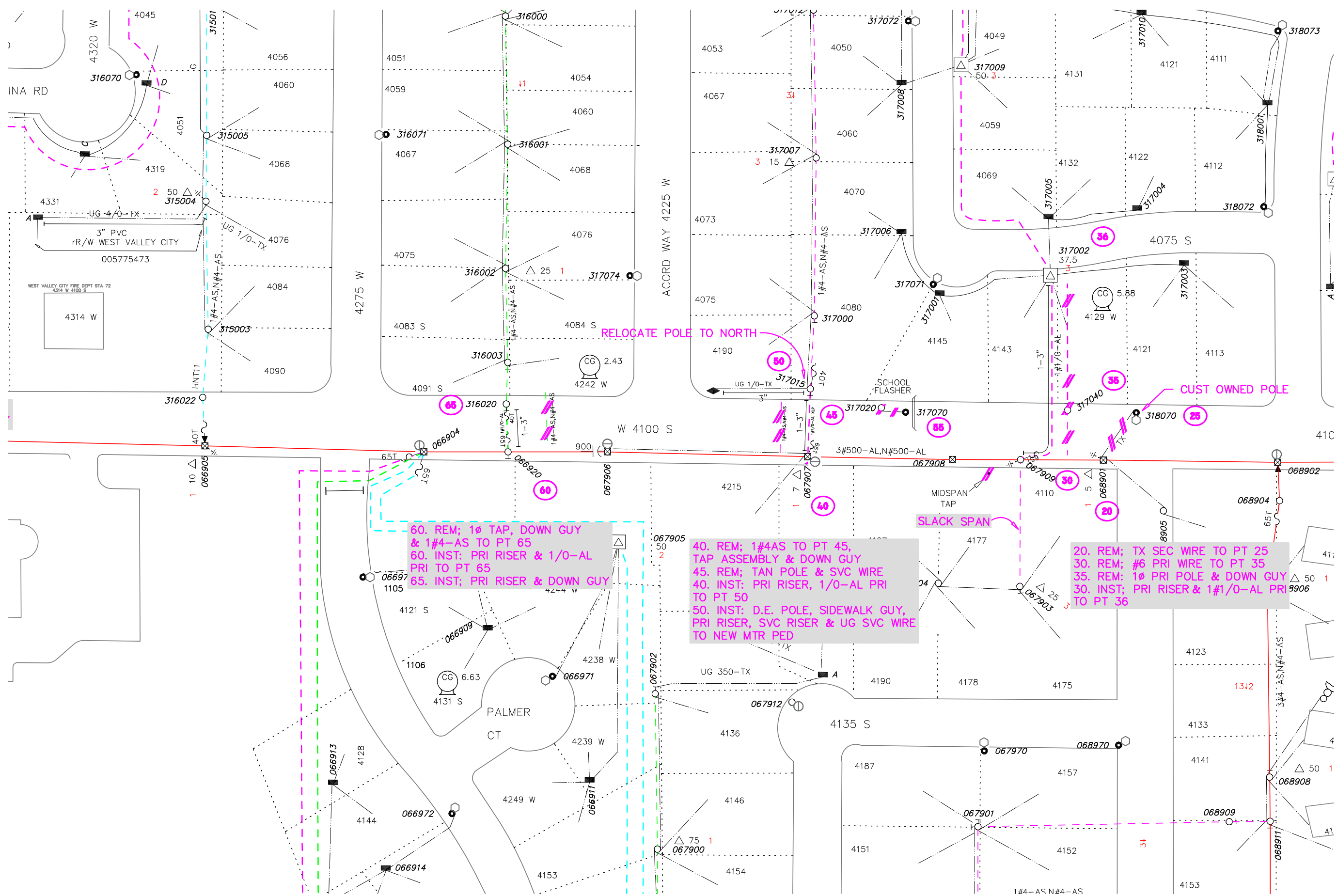
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EST ID#

Print Date
04/17/19

Scale
1=100'

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CC#	WO# / REQ# 006463607	Map String 11302001.0			
CUSTOMER : West Valley City ADDRESS : Bangarter Hwy to 5400 West West Valley City					





2 OF 8

04/17/19

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Job Start Date

Job Complete Date

Circuit

Emp #

Map String

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CC#

WO# / REQ#

006463607

Foreman

CC#

WO# / REQ#

006463607

Customer : West Valley City

Address : Bangarter Hwy to 5400 West

West Valley City

EST ID#

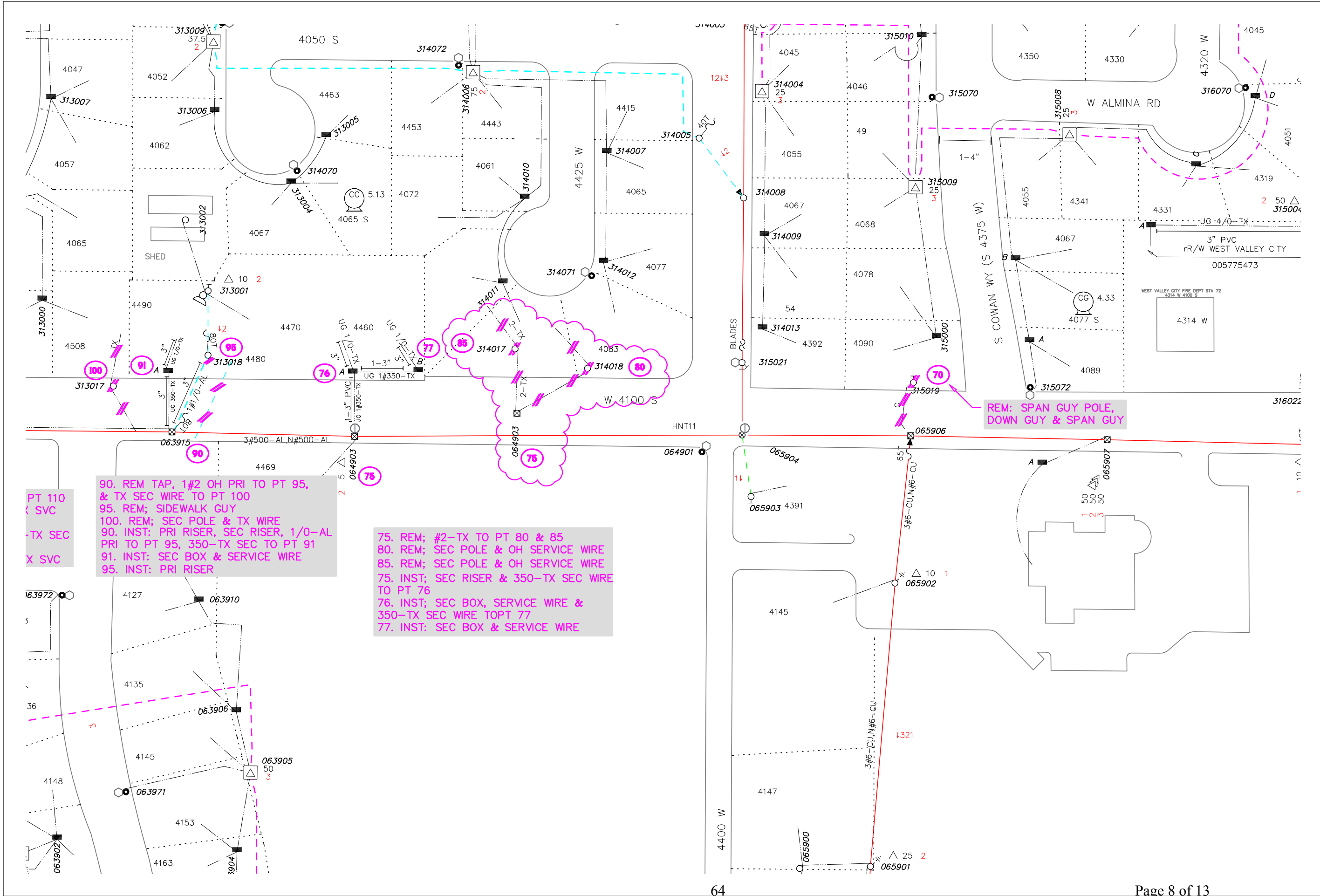
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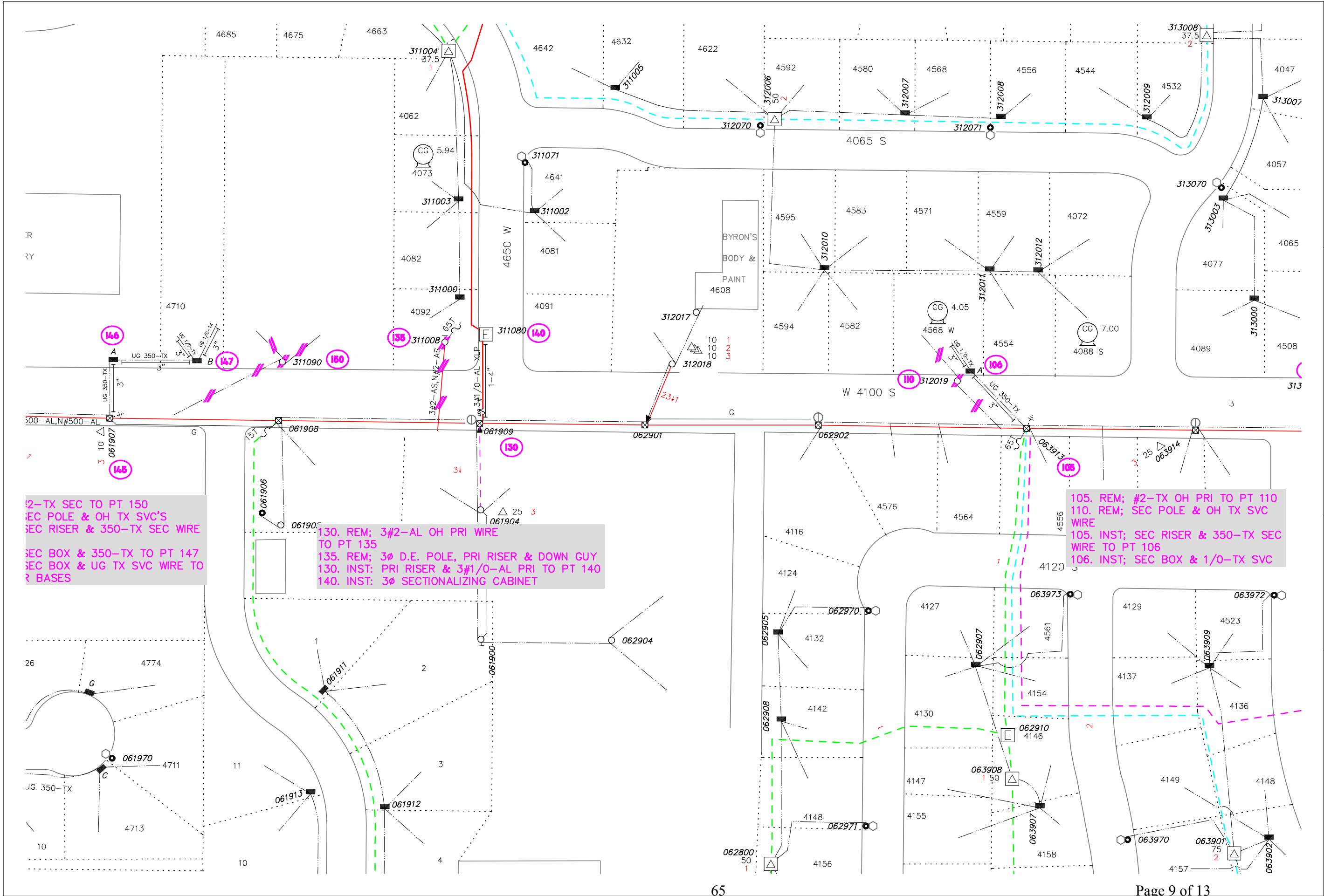
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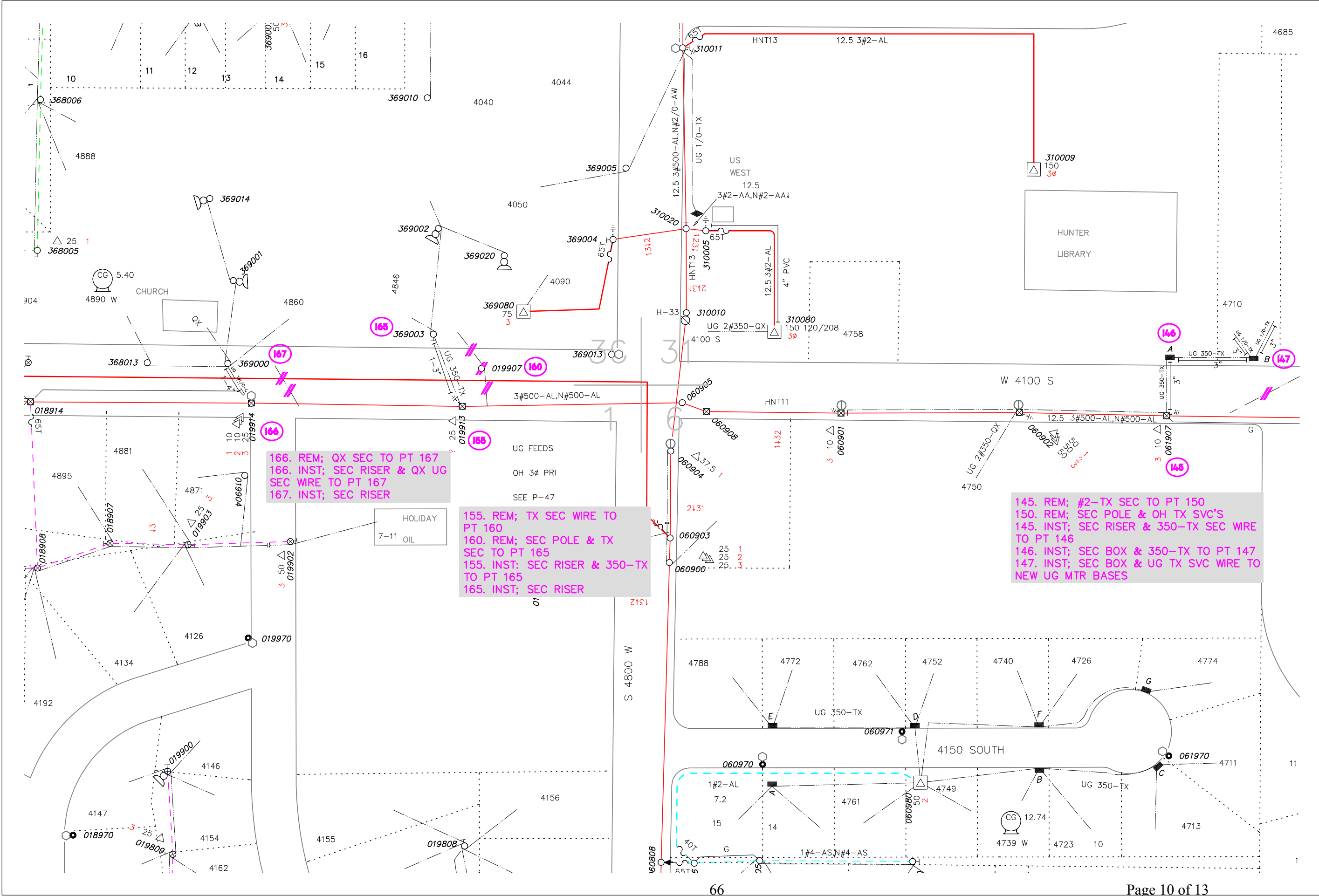
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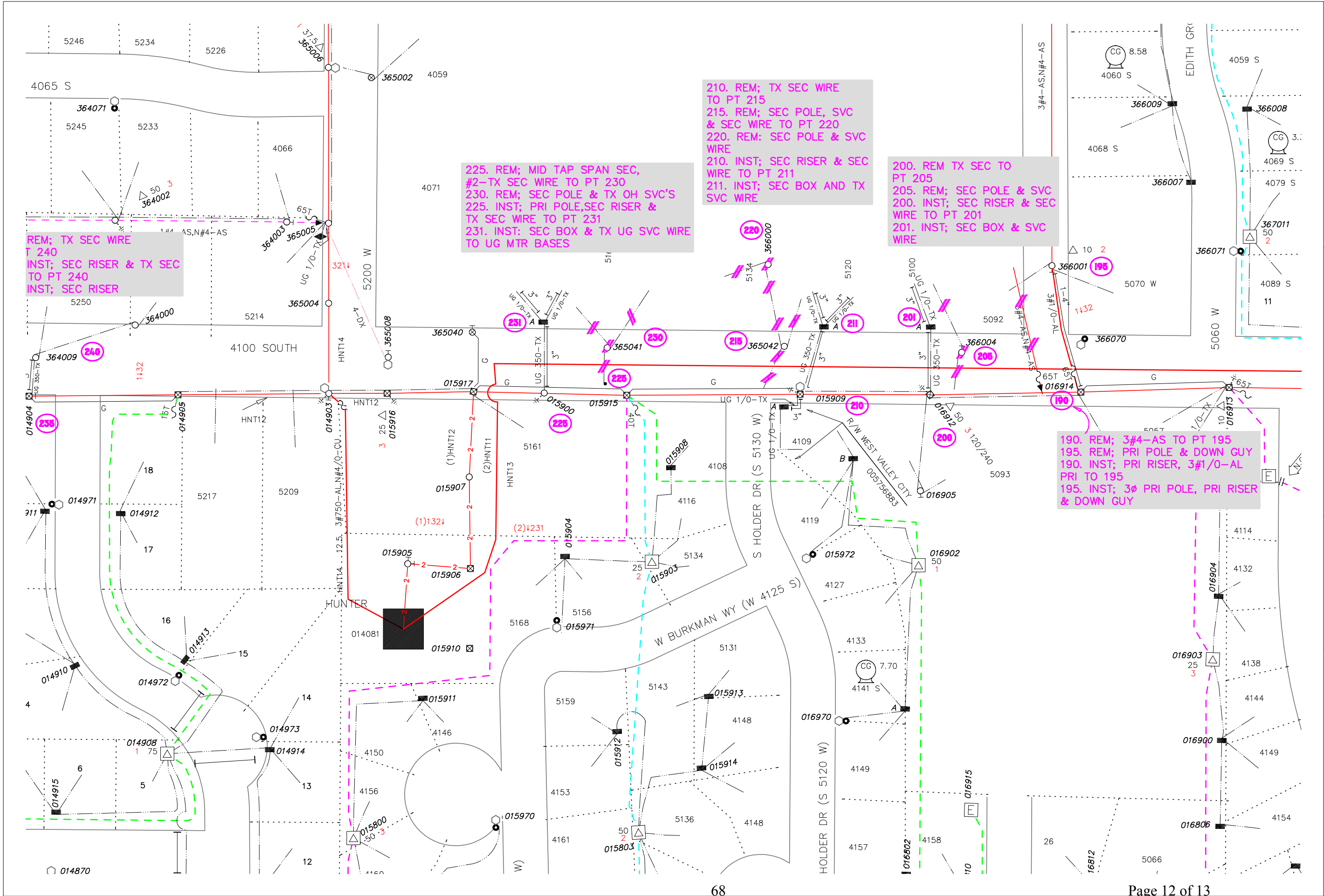
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CUSTOMER : West Valley City ADDRESS : Bangarter Hwy to 5400 West West Valley City				





A BERKSHIRE HATHAWAY ENERGY COMPANY

7 OF 8

Print Date 04/17/19

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Job Start Date

Job Complete Date

Circuit HNT12

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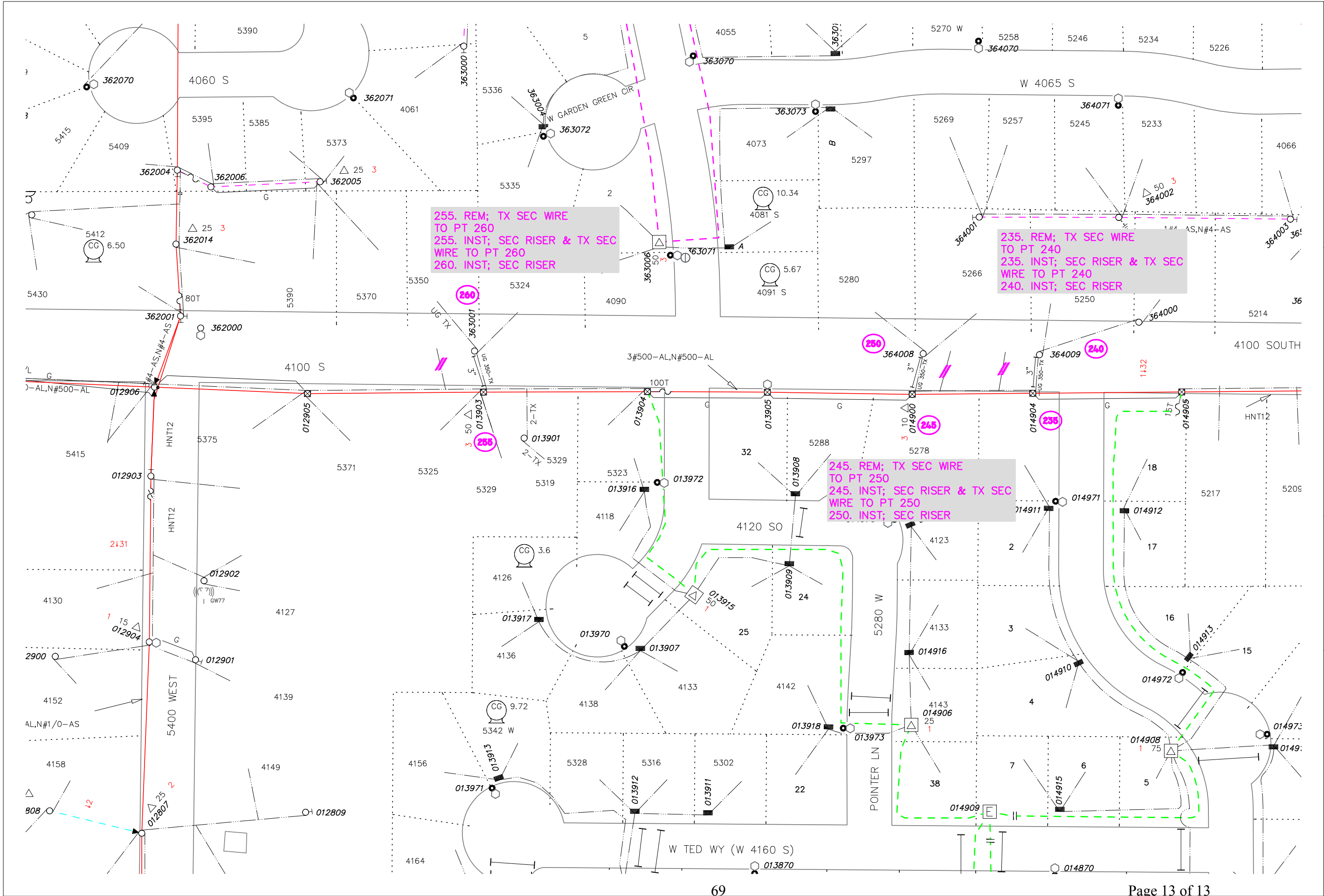
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Emp #

Map String 11302001.0

WO# / REQ# 006463607

CUSTOMER : West Valley City
 ADDRESS : Bangor Hwy to 5400 West
 West Valley City





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CC#	WO# / REQ#	
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Foreman	CUSTOMER : West Valley City ADDRESS : Bangarter Hwy to 5400 West West Valley City	

Item:

Fiscal Impact: N/A

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution appointing Jim Coleman to the Professional Standards Review Board for a term commencing May 14, 2019 and ending July 1, 2020.

SYNOPSIS:

Jim Coleman is willing to serve as a member of the West Valley City Professional Standards Review Board.

BACKGROUND:

Members of the West Valley City Professional Standards Review Board are appointed for a two year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution appointing Jim Coleman as a member of the West Valley City Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY
MANAGER'S APPOINTMENT OF JIM COLEMAN
AS A MEMBER OF THE PROFESSIONAL
STANDARDS REVIEW BOARD.**

WHEREAS, the Professional Standards Review Board consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint Jim Coleman as a member of the Professional Standards Review Board for a term commencing immediately and ending July 1, 2020; and

WHEREAS, Jim Coleman is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Jim Coleman as a member of the Professional Standards Review Board for a term commencing immediately and ending July 1, 2020.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Here is my work history dating back to 1972.

I worked for Brinks Armored Truck (Brinks Inc.) From October 19, 1972 through July 1, 1995. I had various positions during that time frame. The positions were: Messenger, Driver, Guard, and Manager. My whole career with Brinks Inc. was done in San Diego, Ca.. The Home office of Brinks, Inc. is : 1801 Bayberry Ct., Richmond, Va. 23226. Phone number is: 1-804-289-9777.

My Career with the USPS (United States Postal Service) Started in 1984 through 2001. I started out as a Letter Carrier from 1984 thru 1987. Then joined the USPIS (United States Postal Inspection Service) In 1987 thru 1997 as a Postal Police Officer. Then from 1997 thru 2001 as a Clerk for the USPS. I retired in Salt Lake City, Utah January 30, 2001. My career with the USPS started in San Diego, Ca, then Chicago, Illinois, back to San Diego, Ca. then to Salt Lake City, Utah where I retired. I retired from the Main Post Office Located at 1700 W. 2100 S. , Salt Lake City, Utah.

Item:

Fiscal Impact: N/A

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution appointing Jim Vesock as a member of the West Valley City Clean and Beautiful Committee for a term commencing May 14, 2019 and ending June 30, 2022.

SYNOPSIS:

Jim Vesock is willing to serve as a member of the West Valley City Clean and Beautiful Committee.

BACKGROUND:

Members of the West Valley City Clean and Beautiful Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

RECOMMENDATION:

City staff recommends approval of the resolution appointing Jim Vesock as a member of the West Valley City Clean and Beautiful Committee.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY
MANAGER'S APPOINTMENT OF JIM VESOCK
AS A MEMBER OF THE CLEAN AND BEAUTIFUL
COMMITTEE.**

WHEREAS, the Clean and Beautiful Committee consists of members appointed by the City Manager; and

WHEREAS, the City Manager desires to appoint Jim Vesock as a member of the Clean and Beautiful Committee for a term commencing immediately and ending June 30, 2022; and

WHEREAS, Jim Vesock is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Jim Vesock as a member of the Clean and Beautiful Committee for a term commencing immediately and ending June 30, 2022.

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

I have lived in WVC apx. 1 ½ years now.

I was born in San Diego, CA and spent more than ½ my life there. (I have lived in many other cities in CA While I was working)

I have also lived in FL and ID.

I started working at a very young age (8) My grandfather had a nursey and I would water plant after school.

I have held many different jobs in my live time such as a construction Forman (at 16) over landscaping and irrigation, asst. superintendent for a construction co at 18.

I have been a fast food MGR

I have also been in the Navy.

I was a Store MGR. for Home Depot. (early years of the Co.) (8 years)

I also was a Store MGR for a grocery store.

I have been doing volunteer work for over 15 year with Kids and Seniors.

I was taught at a young age to give back and have done so most of my life.

I was also thought if you see something wrong, be part of the fix, not part of the problem.