The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 21, 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 Jake Fitisemanu

4. Special Recognitions

5. Approval of Minutes:

   A. May 14, 2019

6. Comment Period:

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

- 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.

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Ordinances:

A. 19-13: Amend Sections 16-1-101, 16-2-101, 16-4-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of Title 16 of the West Valley City Municipal Code to Adopt the 2018 Editions of the International Codes

8. Resolutions:

A. 19-52: Award a Contract to MC Green & Sons, Inc. for the 2540 South Roadway Project

B. 19-53: Authorize the City to Enter into an Agreement With Bowen Collins & Associates, Inc. to Provide Professional Services for Installation of a Storm Water Management Equipment Monitoring System

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – MAY 14, 2019
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, MAY 14, 2019, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
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 Fitisemanu, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager/Assistant City Manager/ HR Director
Nichole Camac, City Recorder

Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Jason Erekson, Acting Parks and Recreation Director
Jake Arslanian, Public Works Department

OPENING CEREMONY
Karen Lang conducted the Opening Ceremony. She requested that members of the audience, City Staff, and the Council rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS- SCOUTS
Mayor Bigelow welcomed Scout Troop No. 547 attendance at the meeting to complete requirements for the Communications merit badge.

Mayor Bigelow also welcomed Salt Lake County Commissioner Shireen Ghorbani.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 7, 2019

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The Council considered the Minutes of the Regular Meeting held May 7, 2019. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held May 7, 2019. Councilmember Christensen seconded the motion.

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

AWARDS, CEREMONIES AND PROCLAMATIONS

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

Councilmember Lang read the Proclamation declaring May 18, 2019 as Kids to Parks Day in West Valley City.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock stated that last week the City Manager made note of some of the language that he had used to describe the Code Enforcement department. He indicated that he could have used different language but indicated that he was frustrated by some of the comments that were made. Mr. Vesock stated that he was getting numbers regularly from the Animal Shelter on the number of animals in the shelter before being told he needed to submit a GRAMA request for the information. He indicated that he submitted a GRAMA for numbers on Code Enforcement statistics and was only given job descriptions. Mr. Vesock stated that he feels the numbers he requested should be readily available and expressed concern about rules being changed when details are asked for. He stated that he sat in on an ACE hearing and calculated that the City is likely receiving at least $500,000 annually on Code Enforcement fees. Mr. Vesock stated that he isn't opposed to Code Enforcement but does feel the notification process needs to be updated.

Rodrigo Alvarez stated that he is concerned about speed bumps in his neighborhood. He indicated that he had a petition signed by his neighbors, but the City has told him that there is not enough funding to provide a speed bump on his street at this time. Mr. Alvarez stated he lives on Westlake Road and indicated that many children have almost been hit.

B. **CITY MANAGER COMMENTS**

Assistant City Manager, Paul Isaac, had no comments.

C. **CITY COUNCIL COMMENTS**

Councilmember Huynh thanked the scout group from Chesterfield for attending.

PUBLIC HEARINGS SCHEDULED FOR MAY 14, 2019

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**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 14, 2019, in order for the City Council to hear and consider public comments regarding the West Valley City Community and Economic Development Block Grant (CDBG) annual action plan and budget proposal on recommended projects for fiscal year 2019-2020.

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

> 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 was held on May14, 2019 at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.
>
> 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

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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.

Mayor Bigelow opened the Public Hearing.

Kim Cree stated that she represents the Inn Between, a community hospice and assisted living center for the elderly who cannot afford care elsewhere. Ms. Kree thanked the Council for their support and funding.

Becky with YWCA Utah stated that her organizations provides essentials, bedding, meals, medical, etc. to victims of domestic violence. She stated 10% of these victims are from West Valley City so the support of the Council is greatly appreciated.

Bobby Lord, Crisis Nursery Support Center, stated that there were 755 confirmed victims of child abuse in West Valley City for last year. She indicated that the goal of the nursery is prevention, but 9,000 children are cared for every year. Ms. Lord stated that the West Valley location is the most utilized and the program is thankful for funding it receives.

Mayor Bigelow closed the Public Hearing.

ACTION: RESOLUTION NO. 19-45, APPROVE THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGET PROPOSAL AND RECOMMENDED PROJECTS FOR FISCAL YEAR 2019-2020

The City Council previously held a public hearing regarding proposed Resolution 19-45 that would approve the West Valley City Community Development Block Grant (CDBG) budget proposal and recommended projects for fiscal year 2019-2020.

Councilmember Nordfelt thanked the groups for everything they do to support the community and the hard work they put into their jobs.

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 Resolution 19-45.

Councilmember Fitisemanu 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.

ORDINANCE 19-12: AMEND SECTION 1-2-107 OF THE WEST VALLEY CITY MUNICIPAL CODE TO UPDATE THE PARKS AND RECREATION CONSOLIDATED FEE SCHEDULE

Mayor Bigelow discussed proposed Ordinance 19-12 that would amend Section 1-2-107 of the West Valley City Municipal Code to update the Parks and Recreation consolidated fee schedule.

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

> 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.
>
> 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.

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

> Councilmember Christensen moved to approve Ordinance 19-12 subject to the Mayor's revisions included in the packet with the modification of the word "citizens" to "residents" wherever located in the document.
>
> Councilmember Buhler 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.

RESOLUTION 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

Mayor Bigelow discussed proposed Resolution 19-46 that would award a Contract to Courts Unlimited, LLC for the repair and resurface of tennis courts at Centennial Park, Parkway Park, and West View Park.

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

> 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 totaling $41,924.00 from the United States Tennis Association (USTA) will be provided to offset the cost of this project.
>
> 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.

Councilmember Fitisemanu noted that some of the courts at Centennial will be lined for pickleball as well.

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 Resolution 19-46.

Councilmember Huynh 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.

RESOLUTION 19-47: IMPLEMENT A PUBLIC RECORDS MANAGEMENT SOLUTION USING ONBASE

Mayor Bigelow discussed proposed Resolution 19-47 that would implement a Public Records Management Solution using Onbase.

Written documentation previously provided to the City Council included information as

follows:

> 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.
>
> 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.

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 19-47.

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.

RESOLUTION 19-48: AWARD A CONTRACT TO LYNDON JONES CONSTRUCTION FOR THE DERBY STREET STORM DRAIN PROJECT

Mayor Bigelow discussed proposed Resolution 19-48 that would award a Contract to Lyndon Jones Construction for the Derby Street Storm Drain Project.

Written documentation previously provided to the City Council included information as

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follows:

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 Aveune.

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

Councilmember Huynh moved to approve Resolution 19-48.

Councilmember Buhler 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.

RESOLUTION 19-49: APPROVE AN AGREEMENT WITH ROCKY MOUNTAIN POWER TO BURY POWER LINES ALONG 4100 SOUTH IN WEST VALLEY CITY

Mayor Bigelow discussed proposed Resolution 19-49 that would approve an Agreement with Rocky Mountain Power to bury power lines along 4100 South in West Valley City.

Written documentation previously provided to the City Council included information as

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follows:

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

Councilmember Christensen stated that not all power lines will buried, only those that cross 4100 South.

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 19-49.

Councilmember Huynh 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

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Unanimous.

CONSENT AGENDA

A. **RESOLUTION 19-50: RATIFY THE CITY MANAGER'S APPOINTMENT OF JIM COLEMAN AS A MEMBER OF THE PROFESSIONAL STANDARDS REVIEW BOARD**

Mayor Bigelow discussed proposed Resolution 19-50 that would ratify the City Manager's appointment of Jim Coleman as a member of the Professional Standards Review Board.

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

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

B. **RESOLUTION 19-51: RATIFY THE CITY MANAGER'S APPOINTMENT OF JIM VESOCK AS A MEMBER OF THE CLEAN AND BEAUTIFUL COMMITTEE**

Mayor Bigelow discussed proposed Resolution 19-51 that would ratify the City Manager's appointment of Jim Vesock as a member of the Clean and Beautiful Committee.

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

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

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

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Councilmember Buhler moved to approve Resolutions 19-50 and 19-51 on the Consent Agenda.

Councilmember Fitisemanu 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 14, 2019 WAS ADJOURNED AT 7:06 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, May 14, 2019.

_____
Nichole Camac, CMC
City Recorder

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Item: _____
Fiscal Impact: $1000.00
Funding Source: CED Budget
Account #: N/A
Budget Opening Required: ☐

ISSUE:

Adoption of the 2018 editions of the International Building Code, International Existing Buildings Code, International Energy Conservation Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, and International Property Maintenance Code.

SYNOPSIS:

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions.

BACKGROUND:

In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2015 editions of the International Building Code by adopting the 2018 editions of said code.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

Jerry Thompson, Chief Building Official

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: 5/7/2019
Date Adopted: _____
Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 16-1-101, 16-2-101, 16-4-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, AND 16-15-101 OF TITLE 16 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT THE 2018 EDITIONS OF THE INTERNATIONAL CODES.

WHEREAS, the State of Utah adopts building codes as the minimal building standards for all buildings within the State; and

WHEREAS, from time to time, revised editions of the building codes must be adopted by local municipalities to replace the older building codes that are considered obsolete; and

WHEREAS, in order to comply with the actions of the State Uniform Building Codes Commission, the State Legislature and current State law, West Valley City wishes to adopt the 2018 editions of the International Building Code, the International Energy Conservation Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Existing Building Code, and the International Property Maintenance Code to replace the previous 2015 editions; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 16-1-101, 16-2-101, 16-4-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 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 other provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 16-1-101, 16-2-101, 16-4-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code are hereby amended as follows:

16-1-101. ADOPTION OF INTERNATIONAL BUILDING CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of the buildings and structures and certain equipment within the City, the entire ~~2015~~ 2018 edition of the International Building Code, as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-1-102. The International Building Code, as adopted above, is hereby fully incorporated as if set herein in its entirety, with the amendments as set forth in Section 16-1-102, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Building Code has been filed for use and examination by the public in the City Recorder's Office.

16-2-101. ADOPTION OF INTERNATIONAL MECHANICAL CODE.

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances with the City, the entire ~~2015~~ 2018 edition of the International Mechanical Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Mechanical Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Mechanical Code has been filed for use and examination by the public in the City Recorder's Office.

16-4-101. ADOPTION OF THE INTERNATIONAL PLUMBING CODE.

(1) For the purpose of providing minimum requirements and standards for the protection of the public health, safety and welfare by regulation the erection, installation, alteration, addition, repair, relocation, replacement, and maintenance or use of any plumbing system, the entire ~~2015~~ 2018 edition of the International Plumbing Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Plumbing Code is hereby fully incorporated, as adopted above, as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Plumbing Code has been filed for use and examination by the public in the City Recorder's Office.

16-12-101. ADOPTION OF INTERNATIONAL FUEL GAS CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the City, the entire ~~2015~~ 2018 edition of the International Fuel Gas Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Fuel Gas Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Fuel Gas Code has been filed for use and examination by the public in the City Recorder’s Office.

16-13-101. ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE.

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design of building envelopes to provide for adequate thermal resistance and minimal air leakage, and to regulate the selection of utility equipment for buildings within the City, the entire ~~2015~~ 2018 edition of the International Energy Conservation Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as promulgated by the International Code Council. The International Energy Conservation Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Energy Conservation Code has been filed for use and examination by the public in the City Recorder's Office.

16-14-101. ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

(1) For the purpose of prescribing regulations governing building maintenance for the interior and exterior of structures, space requirements and maximum occupancy, and heating, plumbing, light and ventilation in buildings, the entire ~~2015~~ 2018 edition of the International Property Maintenance Code ("IPMC") is hereby adopted as recommended by the International Code Council.

(2) Pursuant to §10-3-711, Utah Code Annotated, 1953 as amended, one copy of the Code has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of this Ordinance.

16-15-101. ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE.

(1) For the purpose of providing alternative approaches to repair, alteration, and additions to existing buildings which do not comply with current building codes, and to avoid cost prohibitive retrofits in excess of the value of the existing building, the entire ~~2015~~ 2018 edition of the International Existing Building Code, including any amendments that have

been or may be made by the State of Utah, is hereby adopted as recommended by the International Code Council.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Existing Building Code has been filed for use and examination by the public in the City Recorder's Office.

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 on July 1, 2019.

PASSED and APPROVED this _____ day of _____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item:_____
Fiscal Impact: $3,865,000
Funding Source: CIP
Account No: 45-9610-40750-75210-0000

Budget Opening Required: No

ISSUE:

Award contract for the 2540 South Roadway Project

SYNOPSIS:

Lowest responsible bid was received by MC Green & Sons, Inc, in the amount of $3,680,580.25.

BACKGROUND:

Bids were opened for the project on May 7, 2019. A total of six (6) bids were received. Lowest responsible bid was received by MC Green & Sons, Inc, in the amount of $3,680,580.25.

The City is building a new road to connect 2540 South at Beagley Lane from 7200 West to 6750 West, and to extend the road to the east from 6400 West to approximately 6100 West. The road will ultimately connect to 2400 South on the west side of Mountain View Corridor, connecting to 5600 West, per the Major Street Plan. The project includes the construction of the Cross Towne Trail parallel to the road, a new traffic signal at 7200 West, concrete paving and street lights.

MC Green is a qualified contractor, capable of performing the work.

The road is being funded through State and County transportation funds. It is anticipated that the road construction will be completed in fall 2019.

RECOMMENDATION:

Award the contract to MC Green & Sons, Inc. in the amount of $3,680,580.25 and authorize the Public Works Department to spend no more than $3,865,000 on the project by change order.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO MC GREEN & SONS, INC., FOR THE 2540 SOUTH ROADWAY PROJECT.

WHEREAS, sealed bids were publicly solicited from qualified contractors for the 2540 South Roadway Project (the "Project"); and

WHEREAS, MC Green & Sons, Inc. ("MC Green") submitted the lowest responsive, responsible bid for the Project; and

WHEREAS, MC Green meets all other requirements of the bid specifications and standards; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the 2540 South Roadway Project to MC Green;

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

1. MC Green is hereby awarded the contract to perform the Project.

2. Said contract shall be in an amount not to exceed $3,865,000 for the Project, with authorization to spend an additional amount not to exceed $200,000 for Project change orders, if necessary.

3. The Mayor is hereby authorized to execute a contract with MC Green to construct the Project, subject to the final approval of the contract 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

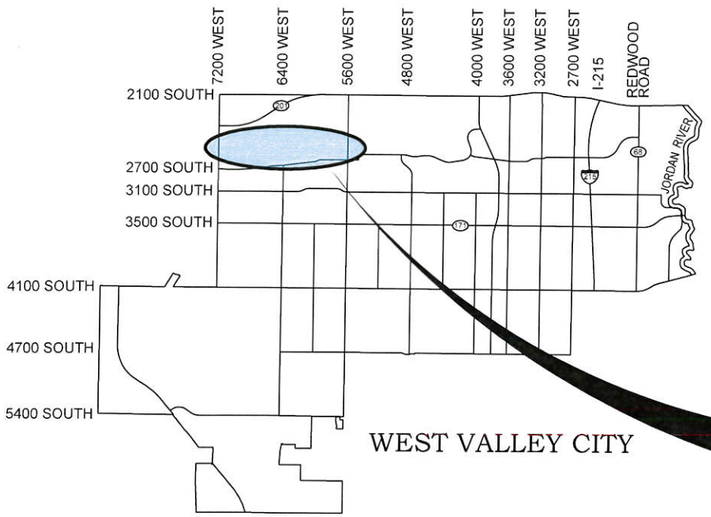
West Valley City, Utah - Bid Tabulation Summary
2540 South Roadway Project
Bid Opening Date: May 07, 2019

	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	$ 4,279,898.50				
Response 1	$ 3,680,580.25	$0.00	$0.00	$0.00	***$3,680,580.25***
M.C.Green & Sons, INC.		0%	0%		
Response 2	$ 4,126,925.40	$0.00	$41,269.25	$41,269.25	**$4,168,194.65**
ACME CONSTRUCTION, INC		0%	1%		
Response 3	$ 4,138,779.00	$0.00	$41,387.79	$41,387.79	**$4,180,166.79**
Dry Creek Structures, LLC		0%	1%		
Response 4	$ 4,501,283.70	$0.00	$45,012.84	$45,012.84	**$4,546,296.54**
Ralph L. Wadsworth Construction Company, LLC		0%	1%		
Response 5	$ 4,767,222.00	$0.00	$47,672.22	$47,672.22	**$4,814,894.22**
STAPP Construction		0%	1%		
Response 6 - NON RESPONSIVE BID					
Geneva Rock Products, INC					

WEST VALLEY CITY

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

2540 SOUTH ROADWAY EXTENSION
7200 WEST TO 6000 WEST
WVC SP-429





PROJECT LOCATION

DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTE SHEET
SURVEY CONTROL SHEET 1 OF 1	SURVEY CONTROL SHEET
TS-1 TO TS-3	TYPICAL SECTION
DT-1 TO DT-10	DETAIL
PP-1 TO PP-15	PLAN AND PROFILE
DP-1 TO DP-3	DRAINAGE PROFILE
CP-1 TO CP-6 & CP-11 TO CP-14	CONCRETE PAVING
SS-1 TO SS-14	SIGNING AND STRIPING PLAN
LT-1 TO LT-14	LIGHTING
SG-S1 TO SG-S3	SIGNAL SCHEDULE
SG-1 TO SG-3	SIGNAL PLANS
AT-S1	ATMS SCHEDULE
AT-1	ATMS SHEET
AS SHOWN	WVC STANDARD DRAWINGS

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W E
S

PROFESSIONAL ENGINEER
No. 8317629
COBY S. WILSON
4-17-19
ELECTRONIC SEAL
STATE OF UTAH

PROJECT ENGINEER

PROFESSIONAL ENGINEER
No. 4939787
DANIEL W. JOHNSON
4-18-19
ELECTRONIC SEAL
STATE OF UTAH

APPROVED

WEST VALLEY CITY ENGINEER

Item #:	
Fiscal Impact:	$66,300
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-75121-0600
Budget Opening Required:	No

ISSUE:
Agreement with Bowen Collins & Associates – Storm Water Equipment Monitoring System

SYNOPSIS:
An agreement with an engineering firm to install status monitoring equipment on two city storm drain system components.

BACKGROUND:
The Riter Canal receives storm water runoff from an area approximately 12 square miles (nearly 1/3 of the city). Over time, the city has built various stormwater conveyance systems to move and store storm water runoff through the Riter drainage basin.

Recently the city built a large control structure on the Riter Canal at approximately 7000 West, to store water in the property purchased by the city for this purpose. This structure was required by Salt Lake County Flood Control and Kennecott, who operates the canal, to restrict the quantity of water leaving West Valley City to minimize the risk of downstream flooding. This control structure has a trash rack to prevent debris from blocking the opening of the structure. Through normal operations of the canal and during storm events, this trash rack collects large amounts of debris that require cleaning to ensure proper flow through the structure.

The Public Works Department has requested the services of Bowen Collins & Associates to design and install certain storm water monitoring equipment (SCADA – Systems Control and Data Acquisition) on the Riter Canal control structure and a pump station operated by the Storm Water Utility. Equipment on the control structure will monitor and record the elevation of the water level upstream and behind the trash rack. The data will be sent via cellular modem and will monitor the difference in elevation between the two sensors and notify maintenance crews of the need to remove debris to prevent the flooding of adjacent properties, and to protect the structure from failure during a large event. The sensor on the pump station will record pump usage for maintenance purposes and will notify maintenance crews of problems with the pump station to prevent flooding.

This will serve as a pilot project to determine the effectiveness and applicability of the use of SCADA systems on other city-owned storm drain pump stations and other facilities.

RECOMMENDATION:
Authorize the city to execute the agreement with Bowen Collins & Associates.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH BOWEN COLLINS & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SERVICES FOR INSTALLATION OF A STORM WATER MANAGEMENT EQUIPMENT MONITORING SYSTEM.

WHEREAS, West Valley City (hereinafter the "City") desires to install storm water monitoring equipment on the Riter Canal control structure (hereinafter the "Project"); and

WHEREAS, the storm water monitoring equipment shall monitor and record the elevation of the water level upstream and behind the control structure; and

WHEREAS, the City requires engineering services to complete the Project and wishes to enter into an agreement with Bowen Collins, a qualified firm with experience on the Riter Canal, to provide the necessary services to the City; and

WHEREAS, an agreement has been prepared for execution by and between the City and Bowen Collins, a copy of which is attached hereto and entitled "West Valley City Professional Services Agreement, Storm Water Management Equipment Monitoring System" (hereinafter the "Agreement"), that sets forth the rights, duties and obligations of each of the parties thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement with Bowen Collins is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 20_____.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City
Professional Services Agreement
Storm Water Management Equipment Monitoring System

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between West Valley City (the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Boulevard, West Valley City, Utah, 84119, and Bowen Collins & Associates, Inc., a Utah corporation located at 154 East 14075 South, Draper, Utah, 84020 ("BC&A"). The City and BC&A shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, the City seeks to contract with a professional engineering firm for services to implement a stormwater equipment monitoring system for two (2) priority facilities (the "Project"), in West Valley City, Utah; and

WHEREAS, BC&A is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the City for the Project; and

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

AGREEMENT:

1. BC&A's Obligations. BC&A shall purchase from FleetZoom.com, a subsidiary of AutoCache, Inc., 12600 Hill Country Boulevard, Ste. R-275, Austin, TX 78738, equipment monitoring devices with cellular telemetry, and provide all services required, including electrical and mechanical, to install and program these devices in coordination with the City so that the requested data and alarms are available through the internet to City personnel. The equipment monitoring devices will monitor water surface elevations, pump running status, high level alarms and pump run hours and transmit recorded data to a website that provides up to 1,000 alarm updates per month by SMS and e-mail. BC&A also agrees to perform the work necessary to complete the following tasks as outlined below:

    a. Site 1 – Riter Canal Detention Structure Water Level Monitoring. BC&A shall purchase, install, and program monitoring devices and PLC hardware and programming to be shared by Site 1 and Site 2 that will include an Allen-Bradley Compact Logix 1769-L16ER PLC and a FleetZoom FZ400 equipment monitoring

device with cellular data telemetry. BC&A will provide design details for installation of an additional stilling well and water level sensor at the detention structure at Site 1. The additional water level sensor will be located on the downstream side of the trash rack and upstream of the 48-inch side gate. Both sensors shall be tied to a new Hydroranger installed in the existing controls enclosure located at Site 1.

BC&A will program the following I/O into the PLC and FleetZoom cellular radio for Site 1:

i. AI – Existing Hydroranger water level (and high high level alarm) (hardwired)
ii. AI – New Hydroranger water level (hardwired)

b. Site 2 – 2540 South Storm Drain Pump Station at approximately 6400 West. A new motor management relay shall be installed with Ethernet I/P protocol to monitor the signals. The motor running and fault signals shall be tied back to the PLC and the FleetZoom equipment via Ethernet I/P for monitoring. BC&A will program the following I/O into the PLC and FleetZoom cellular radio for Site 2:

i. DI – Pump #1 Run Status (via Ethernet I/P)
ii. DI – Pump #2 Run Status (via Ethernet I/P)
iii. DI – Pump #3 Run Status (via Ethernet I/P)
iv. DI – Pump #1 Fail Status (via Ethernet I/P)
v. DI – Pump #2 Fail Status (via Ethernet I/P)
vi. DI – Pump #3 Fail Status (via Ethernet I/P)
vii. DI – Wet well High High Level alarm (Float) (hardwired)

2. Project Schedule. BC&A shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the execution of this Agreement, which completion time may be extended by the City, at the City's sole discretion.

3. City's Obligations. In consideration for the work performed by BC&A, as set forth in Sections 1 and 2 above, the City agrees to pay BC&A for the cost of equipment and services up to a maximum fee of Sixty- Six Thousand Three Hundred Dollars ($66,300). In addition, the City shall be responsible for all monthly cellular plan services and annual equipment and website renewal costs.

4. Term of Agreement. This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:

a. BC&A completes the work set forth in this Agreement.

b. The City has paid BC&A the maximum compensation amount of Sixty-Six Thousand Three Hundred Dollars ($66,300).

5. Termination.

a. In the event BC&A fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the City may serve written notice thereof upon BC&A, and if BC&A fails within a period of three (3) days thereafter to correct failure, the City may terminate this Agreement upon written notice to BC&A. Upon such termination, BC&A shall immediately cease its performance of this Agreement and the City shall determine and pay to BC&A the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, BC&A shall not be relieved of liability to the City for damages sustained by virtue of any breach by BC&A.

b. The City also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to BC&A. Upon receipt of such notice, BC&A shall immediately cease work. Payment to BC&A shall be made for work performed prior to receipt by BC&A of such termination notice and BC&A shall have no claim for loss of anticipated profits or any additional compensation.

c. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to BC&A, BC&A may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, BC&A may terminate this Agreement upon written notice to the City. BC&A accepts no liability in such circumstances for damages or delays that result from its suspension of work.

6. City Representative. The City hereby appoints Dan Johnson as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by BC&A is timely and adequately performed, and to provide for City approvals as may be required by this Agreement or the nature of the work. The City's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. BC&A understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed by BC&A, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of BC&A.

7. Additional Conditions.

a. City will furnish all applicable criteria and operating standards needed to meet City requirements.

b. Standards of Care and Service/Consultants/Subcontractors. All services provided by BC&A hereunder shall be performed in accordance with the professional standards of experienced and competent licensed Engineers in the intermountain region as set forth in the scope of services in Section 1 of this Agreement. BC&A shall be responsible for all services provided hereunder, whether such services are provided by BC&A directly or by the BC&A's consultants. All services provided by BC&A's consultants or subcontractors hereunder shall be performed in accordance with the professional standards of licensed professionals of their respective disciplines in the intermountain region. BC&A shall be responsible for all subcontractors and consultants and shall not allow any liens upon the Project, Site 1 or Site 2. BC&A shall indemnify, defend and hold the City harmless from any all claims from consultants or subcontractors hired by BC&A in the performance of this Agreement.

c. 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 or compatible or similar files) prepared by BC&A, or by the BC&A's consultants or its subconsultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. BC&A represents and warrants that BC&A 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, BC&A 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 the BC&A has in the Instruments of Service. BC&A 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, BC&A, its consultants, and subconsultants at any tier shall promptly deliver reproducible files (including AutoCad or compatible or similar files) to the City 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 BC&A, its consultants, and subconsultants shall not be liable.

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

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

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

BC&A will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

a.	Worker's Compensation	
	State	Statutory
	Employer's Liability	$100,000
b.	Commercial General Liability	
	Bodily Injury and Property Damage	$3,000,000
	Aggregate	$4,000,000
c.	Automobile Liability	
	Per-Occurrence Limit	$3,000,000
d.	Professional Liability	$3,000,000

11. Subcontract Assignment. Neither party shall assign any rights or interest herein without prior written consent of the other party.

12. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

13. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

14. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.

15. Modification of Agreement. This Agreement may be modified only by written amendment executed by all of the parties hereto.

16. Applicable Law. This Agreement shall be governed by the laws of the State of Utah.

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

If to BC&A:	Bowen Collins & Associates, Inc. Attn: Craig R. Bagley, P.E. 154 East 14075 South Draper, Utah 84020 Telephone: (801) 495-2224 Facsimile: (801) 495-2225
If to the City:	West Valley City Attn: Dan Johnson, City Engineer 3600 South Constitution Boulevard West Valley City, Utah 84119 Telephone: (801) 963-3318 Facsimile: (801) 963-3540

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

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

WEST VALLEY CITY

Ron Bigelow, Mayor

Wayne T. Pyle, City Manager

ATTEST:

APPROVED AS TO FORM
West Valley City Attorney's Office
By: _____
Date: 5/9/19

Nichole Camac, City Recorder

BOWEN COLLINS & ASSOCIATES, INC.

Craig K. Bagley

By: Craig K. Bagley
Its: President

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

On this 1st day of May, 2019, personally appeared before me Craig K. Bagley, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the President [title] of Bowen Collins & Associates, Inc., and that this Professional Services Agreement was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

GWEN O. RASMUSEN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 699772
COMM. EXP. 04-02-2022

Gwen O. Rasmusen

Notary Public