



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 28, 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 Don Christensen
4. Special Recognitions
5. Approval of Minutes:
  - A. May 21, 2019
6. Awards, Ceremonies and Proclamations:
  - A. Presentation of the Mayor's Star of Excellence Awards to Students of Granger, Hunter, Cyprus, and Taylorsville High Schools
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. Ordinances:

A. 19-14: Amend Section 16-6-101 of the West Valley City Municipal Code to Adopt the 2018 Edition of the International Fire Code

9. Resolutions:

A. 19-54: Authorize the City to Enter into a Real Estate Purchase Agreement and Accept a Warranty Deed With and From Robert and Shelene Mitchell for Property Located at Approximately 4059 South 6000 West

B. 19-55: Authorize the Purchase of a Tymco 600 Street Sweeper from Intermountain Sweeper

C. 19-56: Approve the License for Use of West Valley City Right-of-Way at Approximately 3550 South Market Street

D. 19-57: Authorize the City to Enter into a First Amendment to the Parking Structure Management and Use Agreement

10. Motion for Closed Session (if necessary)

11. Adjourn

**MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019**

**-1-**

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, MAY 21, 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 PRO-TEM BUHLER.

THE FOLLOWING MEMBERS WERE PRESENT:

Steve Buhler, Mayor Pro-Tem/ Councilmember District 2  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Karen Lang, Councilmember District 3  
Jake Fitisemanu, Councilmember District 4

ABSENT:

Ron Bigelow, Mayor

STAFF PRESENT:

Wayne T Pyle, City Manager  
Tera Smith, Deputy City Recorder

Nicole Cottle, Assistant City Manager/General Counsel/ CED Director  
Eric Bunderson, City Attorney  
Don Groo, Acting Finance Director  
Colleen Jacobs, Police Chief  
John Evans, Fire Chief  
Layne Morris, CPD Director  
Nancy Day, Parks and Recreation Director  
Sam Johnson, Strategic Communications Director  
Jake Arslanian, Public Works Department

**OPENING CEREMONY**

Jake Fitisemanu conducted the Opening Ceremony. He recognized in the audience Jolynn Koehler, Principal of Redwood Elementary and Rebecca Spence, Assistant Principal of Redwood Elementary. He invited Jolynn to come to the podium to lead the members of the audience, City Staff, and the Council in the Pledge of Allegiance.

**SPECIAL RECOGNITIONS- SCOUTS**

Mayor Pro-Tem Buhler welcomed a Scout Troop that was present in the audience. However, the troop declined to approach the podium.

## **MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019**

**-2-**

### **APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 14, 2019**

The Council considered the Minutes of the Regular Meeting held May 14, 2019. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held May 14, 2019. Councilmember Huynh seconded the motion.

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

### **COMMENT PERIOD**

#### **A. PUBLIC COMMENTS**

Aseteria is a mother of four stated that all of her children have played rugby. She stated that the boys have talent, but that the team has been kicked out for not having a home field. She said that she is here to support her boys. She is hoping that someone will step-up to continue to help and that some of the boys that her son is graduating with have received rugby scholarships. She stated that they don't like football anymore, but they like rugby. She has lived in West Valley her whole life and doesn't want to go anywhere else. Her boys deserve a nice field in West Valley City. She is here to support rugby and looking for someone to help to have a home field in West Valley City.

Don Nichols stated that he has a problem with the code enforcement who wrote him up for some "petti little crap." His wife of 43 years has breast cancer and has had two surgeries in the last six weeks. This afternoon they were discussing chemotherapy, his wife has heart problems and chemotherapy is bad for your heart. He has done a lot for the city by doing his civic duty. He stated that he walked into a domestic violence situation that involved the police. Him and his wife were the first responders where a gun was on a table. He stated that a true leader is the first guy through the door, which himself and his wife were the first ones. Six police officers responded, one with an A.R. They went home to watch TV after the police arrived and the guy was arrest for an unpaid ticket which he guesses is protocol. One of the young cops said that they need to go talk to the neighbors since they were the first ones there, but an older cop said no. His wife feeds stray cats, and this is bad for P.R. and the city should not do things like this. He is not disabled and not handicap. Things are out of hand at his place with a lot of stress. They have an acre and half with a big lot out back. When they first bought that place they took all trees out so that they could keep the ryegrass mowed down because it can be a fire hazard. The neighbors to the east and west have tall grass right now, but he doesn't care because he has a barrier. They are not needy people. He has talked to ordinance and been down to city hall and everyone says, "well that is someone else deal we can't do anything." He stated, this is wrong, and I don't like people bullying me. He also stated that they have property on 5600 West, a rental, and when 5600 West was redone, about 20 years ago, they did not put the sidewalk back

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-3-

in. He contacted West Valley City and was told they did not have the money, so they waited and when they poured a patio they ordered two extra yards and poured the concrete themselves and never asked West Valley for reimbursement.

Mike Markham stated that in the study meeting last week commercial vehicles parking on the street was discussed. His feeling is that no commercial vehicles should be parked on the street. If an employer sends a car home with an employee, they need to have a place to park that is not on the street. Then he discussed unlicensed cars on the street. He was told that they can't be cited for being unlicensed but can be tagged. Unless it is not gone in 3 days then it can be towed. He stated that three days is terrible because he has people in his neighborhood who run a car dealership and they will just move the cars around. Another issue that he brought up is abandoned buildings that should be torn down. There is one on the eastside and one on the westside of Bangerter Highway and 3500 South. He stated that they are probably owned by UDOT so they can put the overpass in, would like to get UDOT to step-up to tear down the buildings in order to make it look halfway decent. The old Don Antonio lot could look better with taking down the sign and cleaning up the property. Would like to change the rules regarding notification of dumpster. Last year the notifications went out on Monday and the dumpsters were delivered on Tuesday. He stated that this is not enough time for people to prepare. He has asked if they would have Neighborhood Watch Meetings over at Valley Jr. High, but they complained about the \$50 fee that is charged. He stated that he is willing to pay that fee, however they still have the meetings at the ward. He thinks the city does a good job of getting code notifications out but stated that if people don't want to be notified they won't. He would like to keep seeing a push on parking ordinances since some streets are hard to drive down.

Mike Smithen is a parent that stated he is here to talk about the rugby team. His son graduated two years ago. He was one of the original founding parents. He was the team treasurer. He works for a global bank and does data analytics. The team started winning in his son's sophomore year. They have had 57 wins, 3 state and one national championship. The team ranked number one in the nation 2 or 3 times in the last 5 years. They are constantly in the top 10 and a lot of times in the top 5. They are not trying to earmark money from the city. He stated that it makes him proud to see the little guys that are playing. He loves these boys and stated that they are good players. They have a great team and great coaches who have worked hard.

Lars Moleni is a Captain in the U.S. Field Arterially. Also, an employee of Hopeful Beginnings. He is hoping to finish his J.D. from the University of Utah next year. In his free time, he is a rugby coach. In 2015 his friends and himself founded the Hunterville Rugby Club and trained 50 kids on how to play rugby. In 2017 they changed the name to the West Valley Warriors. He is here to speak about three

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-4-

things. Number one, Why rugby matters? Number two, Why West Valley City is so special? And number three, how support from the West Valley City government will provide positive effects back into the community in economic and civic ways? He gave many facts as why rugby matters. Rugby 7's is now an Olympic sport, scholarships for passing grades are available, many top NFL players grew up playing rugby, the sport is growing in popularity and can bring revenue, rugby 15 is a multi-billion dollar industry, there are now 12 professional teams, television contracts with NBC and ESPN with over 40 million viewers, 2.2 million rugby players are female, fastest growing sport in America, per capita rugby is growing faster in Utah than in any other state and suppose to host the 2027 World Cup. With the right kind of support West Valley City could potentially see multiple players from our own backyard represent our nation.

Second, why is West Valley City so special? He grew up in New Zealand they have had the best national rugby team for the past 10 years. The three things they have are interest, accessibility and talent. In West Valley City we have interest and a gold mine of talent, but what we are lacking is accessibility. We currently must practice in Kearns because we cannot play in West Valley City. We did have access to the West Valley City Centennial Park on the Southeast field. Now soccer and softball have precedence over that field. All we are asking for is a field of our own or access back to that field with goal posts and lines so that we can have a place to practice.

Shelly Larsen from the West Valley City Warriors stated that she has been with the team since it started in 2014. She loves these boys and her husband coaches. She stated that we need to be able to keep boys out of trouble and teach them leadership. We have tried to find a field for the team but have not had any success. We have played at many parks. They have tried to play at schools however they charge fees and since they are a non-profit it is hard to raise money to rent these fields. The fields are being used for other sports and not being kept up. One concern is field safety and they are requesting the help from West Valley City to get them a field to practice on and hold their games. They have only had two home fields in 5 years. They were able to use a field at Centennial Park because they were able to hold a rugby clinic with West Valley City Recreation Center. They went back this year and asked the recreation center if they would be able to go back and use those fields, however were told no because of the low number of kids in the clinic the year before. They have four state championships that were won back-to-back. In 2017 they traveled to Colorado and won the Rocky Mountain Challenge. In 2015, ranked 12<sup>th</sup> in the nation. In 2016 ranked 13<sup>th</sup> in the nation and in 2017 ranked 4<sup>th</sup> in the nation. In 2018 ranked number one in high school. Would like to empower youth and put them on a pathway to higher education. Coaches have a passion for the game and for the players. They want to help the youth be successful on and off the field. All volunteer work will continue, but at this time West Valley City Warriors

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-5-

would like to be partners with the city to help them find a field to have games. They want to be ranked number one in the nation again.

LaToya Paea stated that she had the task of finding a field. Her husband is a coach. She started by making an appointment at the recreation center with Nancy Day. She expressed interest and came prepared with what they wanted and what they needed. She stated she was turned away instantly and told that there wasn't enough interest in rugby and they wouldn't be able to help us. She was frustrated and at a loss of where to turn to and that is why they are here now to show the interest. There is a lot of talent in the city and they would thrive by having their own field.

Sinai Pauni stated that she is a West Valley rugby Mom. Her boys have played the past couple of years. She is here to voice the concern that they do not have a home field, so they have traveled as far as St. George to play. She stated they have been kicked off fields due to soccer teams and other teams needing it. They have taken championships the past years and there would be nothing greater than to win on a home field. The two boys that are signed up on the list are my two boys. They did not know that I signed them up to speak, but I wanted you to hear from some of the players. Thank you for the opportunity.

Brydan Pauni has played rugby and feels that it has kept him out of trouble. He stated that it is hard getting up on Saturday to go play in other cities and that it does take a toll on you to play on field in other cities. Stated that it would be very nice to have a home field, so they would not have to travel so far.

Gideon Pauni stated that he has played ruby since 8<sup>th</sup> grade. It has kept him and his friends out of trouble and kept him from sitting at home doing nothing and they are able to play a sport that they love. Having a home field would be nice to have support from the West Valley community because going to different cities they do not get that support.

### B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, had no comments.

### C. CITY COUNCIL COMMENTS

Councilmember Christensen stated that he fell into rugby through his bonus grandson that came to live with his grandson. He asked members of the audience who attends Hunter High School and who attends Granger High School. He stated that the results looked the same as with the West Valley City area hockey team that he participated on. He stated that West Valley City hockey team also encountered many of the same problems. He thanked them for their participation and congratulated them on their championships.

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-6-

Councilmember Fitisemanu thanked them for their civic engagement. He also, commended the Parks and Recreation Department who have been very responsive about different and option. He stated that he also wished there was an immediate and very affordable option right now. He is stated that they are committed to finding options and thanked those in attendance.

Councilmember Huynh stated that West Valley City has multiple ethnic groups. He stated that he does not know much about rugby, however appreciates the time agrees that it would be nice to have a home field here in the city.

Mayor Pro-Tem Buhler made a few comments to conclude. He stated that he noted comments regarding ordinance enforcement (which they speak about a regularly), parking (which they speak about regularly), dumpster and Neighborhood Watch (which they do not speak about as often) were all discussed. He asked the council if a policy discussion was needed. No members of the council stated that a policy discussion was necessary. Mayor Pro-Tem Buhler stated that they have certainty showed that there is an interest in rugby. He informed the audience that they had one gentleman that came for 15 years hoping to have a skate park in the city and now there is a skate park in the city. A rugby field is on the list of things to do. And he appreciates support shown. He stated that it is all about allocating resources and having room for everyone and those can be difficult things. He also stated that sometimes things we would like to do as a city take longer and thanked them again for their time.

### **ORDINANCE 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**

Mayor Pro-Tem Buhler discussed proposed Ordinance 19-13 that would 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.

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

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.

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-7-

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.

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

Councilmember Christensen moved to approve Ordinance 19-13.

Councilmember Lang seconded the motion.

A roll call vote was taken:

|                      |     |
|----------------------|-----|
| Mr. Fitisemanu       | Yes |
| Ms. Lang             | Yes |
| Mr. Huynh            | Yes |
| Mr. Christensen      | Yes |
| Mr. Nordfelt         | Yes |
| Mayor Pro-Tem Buhler | Yes |

Unanimous.

### **RESOLUTION 19-52: AWARD A CONTRACT TO MC GREEN & SONS, INC. FOR THE 2540 SOUTH ROADWAY PROJECT**

Mayor Pro-Tem Buhler discussed proposed Resolution 19-52 that would award a contract to MC Green & Sons, Inc. for the 2540 South Roadway Project.

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

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.

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-8-

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

Wayne Pyle, City Manager, stated that this has been considered for a long time and that this will help with future transportation. He also stated that this was well responded to with six bids being received.

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

Councilmember Nordfelt moved to approve Resolution 19-52.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

|                      |     |
|----------------------|-----|
| Mr. Fitisemanu       | Yes |
| Ms. Lang             | Yes |
| Mr. Huynh            | Yes |
| Mr. Christensen      | Yes |
| Mr. Nordfelt         | Yes |
| Mayor Pro-Tem Buhler | Yes |

Unanimous.

### **RESOLUTION 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**

Mayor Pro-Tem Buhler discussed proposed Resolution 19-53 that would 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.

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

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.

## MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019

-9-

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.

Wayne Pyle, City Manager, stated that this would help with elevation differences and be able to measure where storm water flows. Being able to monitor the system would provide more efficient data to make better decisions in the future.

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

Councilmember Lang moved to approve Resolution 19-53.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

|                      |     |
|----------------------|-----|
| Mr. Fitisemanu       | Yes |
| Ms. Lang             | Yes |
| Mr. Huynh            | Yes |
| Mr. Christensen      | Yes |
| Mr. Nordfelt         | Yes |
| Mayor Pro-Tem Buhler | Yes |

**MINUTES OF COUNCIL REGULAR MEETING – MAY 21, 2019**

**-10-**

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 21, 2019 WAS ADJOURNED AT 7:18 P.M. BY MAYOR PRO-TEM BUHLER.

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.

---

Tera Smith  
Deputy City Recorder

Presentation of the Mayor's Star of Excellence Awards to...

|             |                  |                  |      |     |              |
|-------------|------------------|------------------|------|-----|--------------|
| Allison     | Jensen           | West Valley City | Utah | 134 | Hunter       |
| Ivy         | Madsen           | West Valley City | Utah | 134 | Hunter       |
| Nathaniel   | Mckenzie         | West Valley City | Utah | 134 | Cyprus       |
| Miranda     | Wilkey           | West Valley City | Utah | 133 | Granger      |
| Alondra     | Castro           | West Valley City | Utah | 132 | Taylorsville |
| Kaitlyn     | Richards         | West Valley City | Utah | 132 | Taylorsville |
| Miriam      | Noffsonger       | West Valley City | Utah | 132 | Hunter       |
| Jacob       | Pentico          | West Valley City | Utah | 132 | Cyprus       |
| Ashton      | Gilmore          | West Valley City | Utah | 131 | Taylorsville |
| Katy        | Gidney           | West Valley City | Utah | 131 | Granger      |
| Vanya       | Do               | West Valley City | Utah | 129 | Taylorsville |
| Naomi       | Howald           | West Valley City | Utah | 129 | Hunter       |
| Corinne     | Morris           | West Valley City | Utah | 129 | Hunter       |
| Harley      | Hennessy         | West Valley City | Utah | 129 | Granger      |
| Murphy      | Rickett          | West Valley City | Utah | 129 | Cyprus       |
| Katelynn    | Ewell            | West Valley City | Utah | 127 | Hunter       |
| Alyssa      | Bentley          | West Valley City | Utah | 127 | Granger      |
| Isabel      | Cossa            | West Valley City | Utah | 127 | Cyprus       |
| Damion      | Ly               | West Valley City | Utah | 127 | Cyprus       |
| Tyler       | Gale             | West Valley City | Utah | 126 | Hunter       |
| Leslie      | Jara Ortiz       | West Valley City | Utah | 126 | Granger      |
| Karleah     | Stucky           | West Valley City | Utah | 126 | Granger      |
| Alaina      | Atkinson         | West Valley City | Utah | 126 | Cyprus       |
| Sunny       | Nguyen           | West Valley City | Utah | 125 | Taylorsville |
| Jeremy      | Blackett         | West Valley City | Utah | 125 | Hunter       |
| Kinsey      | Hoffman          | West Valley City | Utah | 125 | Hunter       |
| Daniel      | Cox              | West Valley City | Utah | 124 | Hunter       |
| Anna        | Goodwin          | West Valley City | Utah | 124 | Hunter       |
| Danny       | Le               | West Valley City | Utah | 124 | Hunter       |
| Christopher | Loera            | West Valley City | Utah | 124 | Hunter       |
| Brenda      | Suaste Hernandez | West Valley City | Utah | 124 | Hunter       |
| Kelsey      | Tran             | West Valley City | Utah | 124 | Hunter       |
| Megan       | Hammond          | West Valley City | Utah | 124 | Granger      |
| Tommy       | Bangon           | West Valley City | Utah | 124 | Cyprus       |
| Chloe       | Koehler          | West Valley City | Utah | 124 | Cyprus       |
| Hunter      | Larsen           | West Valley City | Utah | 122 | Taylorsville |
| Megan       | Timpson          | West Valley City | Utah | 122 | Taylorsville |
| Alison      | Foster           | West Valley City | Utah | 122 | Hunter       |
| Donna       | Giles            | West Valley City | Utah | 122 | Hunter       |
| Kylee       | Neil             | West Valley City | Utah | 122 | Hunter       |
| Rachel      | Nguyen           | West Valley City | Utah | 122 | Hunter       |
| Taea        | Edwards          | West Valley City | Utah | 122 | Granger      |
| Rachel      | Gomez            | West Valley City | Utah | 122 | Granger      |
| Valeria     | Lopez Torres     | West Valley City | Utah | 122 | Granger      |

|           |            |                  |      |     |         |
|-----------|------------|------------------|------|-----|---------|
| Kevin     | Tann       | West Valley City | Utah | 122 | Granger |
| Stephanie | Aguado     | West Valley City | Utah | 122 | Cyprus  |
| Jared     | Adams      | West Valley City | Utah | 122 | Cyprus  |
| Mikaella  | Dover      | West Valley City | Utah | 122 | Cyprus  |
| Kandace   | Keddington | West Valley City | Utah | 122 | Cyprus  |
| Kahory    | Lopez      | West Valley City | Utah | 122 | Cyprus  |
| Eve       | Roundy     | West Valley City | Utah | 122 | Cyprus  |
| Taryn     | Sahagian   | West Valley City | Utah | 122 | Cyprus  |

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

Fiscal Impact: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Account #: \_\_\_\_\_ N/A

Budget Opening Required: ☐

**ISSUE:**

Adoption of the 2018 edition of the International Fire Code.

**SYNOPSIS:**

Every three years revised editions of the building and fire codes, which are 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 and fire codes that are considered obsolete. The building and fire 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 edition of the International Fire Code with the 2018 edition.

**RECOMMENDATION:**

City staff recommends approval to the City Council.

**SUBMITTED BY:**

Carl Andreasen, Fire Marshal

1 WEST VALLEY CITY, UTAH

2  
3 ORDINANCE NO. \_\_\_\_\_

4  
5 Draft Date: 5/15/2019 \_\_\_\_\_

6 Date Adopted: \_\_\_\_\_

7 Date Effective: \_\_\_\_\_

8  
9 AN ORDINANCE AMENDING SECTION 16-6-101 OF THE  
10 WEST VALLEY CITY MUNICIPAL CODE TO ADOPT THE  
11 2018 EDITION OF THE INTERNATIONAL FIRE CODE.

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

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

17 WHEREAS, in order to comply with the actions of the State Uniform Building Codes  
18 Commission, the State Legislature and current State law, West Valley City wishes to adopt the  
19 2018 edition of the International Fire Code to replace the previous 2015 edition; and

20 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is  
21 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend  
22 Section 16-6-101 of the West Valley City Municipal Code;

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

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

27 Section 2. Amendment. Section 16-6-101 of the West Valley City Municipal Code  
28 is hereby amended as follows:

30 **16-6-101. ADOPTION OF INTERNATIONAL FIRE CODE.**

31 (1) For the purpose of prescribing regulations governing conditions hazardous to life and  
32 property from fire and explosion, the entire ~~2015~~ 2018 edition of the International Fire Code  
33 ("IFC"), including the International Fire Code Standards, is hereby adopted as recommended  
34 by the International Code Council and the International Conference of Building Officials,  
35 including Appendix B, Fire-Flow Requirements for Buildings, Appendix C, Fire Hydrant  
36 Locations and Distribution, and Appendix D, Fire Apparatus Access Roads, with such  
37 deletions, modifications, exceptions, and amendments as set forth below. The IFC, as  
38 adopted above, is hereby fully incorporated as if set out at length herein, and from the  
39 effective date of this Chapter, the provisions thereof shall be controlling within the corporate  
40 limits of the City.

41 (2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, three copies of  
42 the Code have been filed for use and examination by the public in the office of the City  
43 Recorder prior to the adoption of this Ordinance.

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

46 **Section 4. Effective Date.** This Ordinance shall take effect on July 1, 2019.

47

48 PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

49

50 WEST VALLEY CITY

51

52

53

\_\_\_\_\_  
MAYOR

54

55 ATTEST:

56

57

58 CITY RECORDER

59

## 19-54: Authorize the City to Enter into a Real Estate...

|                          |              |
|--------------------------|--------------|
| Item #:                  |              |
| Fiscal Impact:           | \$350,000.00 |
| Funding Source:          | General Fund |
| Account #:               |              |
| Budget Opening Required: |              |

### **ISSUE:**

Purchase 1.24 acres located at 4059 South 6000 West for park property.

### **SYNOPSIS:**

Property owner is willing to sell the 1.24 acres to the city. The property is located between West View Park and the sports field installed at the current end of Mountain View Corridor. Parks and Recreation would like to purchase the property and develop it into park property that would join West View Park to the new sports field.

### **BACKGROUND:**

West Valley City assisted UDOT in the construction of the sports field located at the current end of Mountain View Corridor (4100 S and 5908 W) with the plan of obtaining at least one the adjacent properties to link the new field to existing West View Park.

Salt Lake County will also be starting construction of phase 3 of the Utah and Salt Lake Canal Trail, which will be located on the south side of the canal and will run adjacent to the property located at 4059 S 6000 W and will join the shared use path along Mountain View corridor to the Utah and Salt Lake Canal Trail.

West Valley City Parks and Recreation was contacted by Robert B Mitchell and Shelene S. Mitchell to determine if there was interest in purchasing the property from them. An appraisal of the property was obtained from Valbridge Property Advisors, and an offer of \$350,000 was presented and accepted by the Mitchells.

### **RECOMMENDATION:**

Approve the purchase of 1.24 acres from Robert B Mitchell and Shelene S. Mitchell, located at 4059 South 6000 West, for \$350,000.00 for park property.

### **SUBMITTED BY:**

Jason Erikson, Assistant Parks and Recreation Director  
Nancy Day, Parks and Recreation Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM ROBERT AND SHELENE MITCHELL FOR PROPERTY LOCATED AT APPROXIMATELY 4059 SOUTH 6000 WEST.**

**WHEREAS**, Robert and Shelene Mitchell (herein “Owners”) have entered into a Real Estate Purchase Agreement for property located at 4059 South 6000 West that is affected by the expansion of West View Park (herein “Project”); and

**WHEREAS**, Owners have signed or will sign Warranty Deeds and other documents required to accomplish the sale of the property to the City (the “Documents”), as required for the Project; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Real Estate Purchase Agreement with Owners, and to accept the Documents;

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

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

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_ day of \_\_\_\_\_, 2019.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

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

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT, herein the "Agreement," is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Robert B. Mitchell and Shelene S. Mitchell, together herein the "Seller," and West Valley City, a municipal corporation of the State of Utah, herein the "Buyer."

### RECITALS:

- A. The Seller owns a parcel of property located at 4059 South 6000 West, in West Valley City, Salt Lake County, State of Utah, herein the "Property." The Property is more particularly described and depicted on the attached Exhibit "A," which is incorporated herein. For purposes of this Agreement, the term "Property" shall include the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller desires to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

### AGREEMENT:

- 1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Seller hereby agrees to effect this purchase and sale transaction through the use of a Warranty Deed, subject only to those title matters which are acceptable to the Buyer.
- 2. **Purchase Price.**
  - a. Purchase Price. The Purchase Price shall be \$350,000 payable in United States dollars.
  - b. Earnest Money. Within 10 days of the execution of this Agreement by all parties, the Buyer shall pay \$5,000 earnest money into escrow account with the title company to be paid to the Seller at Closing. If the Buyer terminates this Agreement

for any reason by the expiration of the Inspection Deadline under section 3.b, the Earnest Money shall be returned to the Buyer.

- c. Balance of Purchase Price. The Buyer shall pay the entire Purchase Price, less the Earnest Money, in cash at the Closing.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied, in the Buyer's sole discretion, prior to the Closing; provided, however, that the Buyer is entitled to waive any of the conditions in writing.
- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer in its sole discretion. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
  - b. Property Inspections. The Property shall be in a physical condition acceptable to the Buyer, in its sole discretion. The Buyer shall have until June 1, 2019 (herein, the "Inspection Deadline") to perform physical inspections of the Property, including, but not limited to: any surveys, soils tests, groundwater tests, environmental tests, and any other tests Buyer determines, at the Buyer's discretion. If the Buyer fails to terminate this Agreement within on or before the Inspection Deadline, the Buyer will be deemed to have accepted the physical condition of the Property.
  - c. Water Rights. The parties agree that all water rights, water shares, or stock owned by the Seller and associated with the property, if any, shall be conveyed to the Buyer.
  - d. Mineral Rights. The sale includes all mineral rights to the Property.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur on or before July 1, 2019, unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the balance of the cash Purchase Price.
  - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the following to the Buyer:
    - (i) The duly executed and acknowledged Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
    - (ii) Original copies, as available, of all leases, subleases and contracts relating to the Property. If applicable, all such leases, subleases and contracts shall be assigned to the Buyer at Closing.

- (iii) All security deposits of current tenants, if any.
  - (iv) The Seller shall not pay closing costs, including title insurance, escrow or recording costs.
- c. Buyer's Costs. The Buyer shall pay the following items at or before the Closing:
  - (i) The Purchase Price.
  - (ii) Closing, escrow and recording costs.
  - (iii) The cost of title insurance.
- d. Failure to Deliver.
  - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action for damages, or bring an action to compel specific performance by the Buyer. All costs shall be borne by the party incurring the cost. The Seller expressly agrees that the action for damages, or action for specific performance pursuant to this section shall be the Seller's sole remedies for the Buyer's failure to perform or deliver at the Closing.
  - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.
- e. Prorations.
  - (i) All water, sewer, and utility charges for the Property.
  - (ii) Seller is paying the prorated 2018 General Property Taxes through the date of Closing, however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, including rollback taxes, it is the responsibility of the Seller to pay said taxes since the Buyer is tax exempt.
  - (iii) All levied or pending assessments affecting the Property.
  - (iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. **Seller's Representations, Warranties and Covenants.**

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
- (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, free and clear of all encumbrances, except for those found acceptable by the Buyer.
  - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
  - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property.
  - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject the Property to any new lease agreements, or any other right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
  - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
  - (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

The Seller hereby agrees and covenants that the Purchase Price being paid by the Buyer constitutes full and adequate consideration for the Property and rights being acquired by the Buyer. The Seller also agrees and covenants that the sale of the Property is a transaction with the Buyer at arm's length in accordance with the terms and conditions set forth herein this Agreement and that the Seller was not induced, threatened, or otherwise compelled by Buyer to consummate the transaction.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** The Buyer and Seller are not represented by brokers or agents. Accordingly, the Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement. In addition, Buyer agrees that Seller may remain in possession of the Property after Closing until December 31, 2019, after which time Buyer shall take possession of the Property.
8. **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 telecopy (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 Seller: | Robert B. and Shelene Mitchell<br>4059 South 6000 West<br>West Valley City, Utah 84128 |
|-------------------|----------------------------------------------------------------------------------------|

|                  |                                                                                                                                      |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| If to the Buyer: | Nancy Day<br>Parks and Recreation Director<br>3600 Constitution Boulevard<br>West Valley City, Utah 84119<br>Telephone: 801-955-4009 |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|

|                 |                           |
|-----------------|---------------------------|
| With a copy to: | West Valley City Attorney |
|-----------------|---------------------------|

3600 Constitution Boulevard  
West Valley City, Utah 84119  
Telephone: 801-963-3271

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

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to Buyer taking possession of the Property, the Property or any portion thereof, including Seller's personal property, is damaged by fire, flood, Seller's negligence, acts of God, or any other casualty or cause, the Buyer shall not be responsible or liable in any way whatsoever.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **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.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.

18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.

19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

*(Signatures follow on the next page.)*

BUYER:

West Valley City

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM

City Attorney

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

Date: \_\_\_\_\_

SELLER:



Robert B. Mitchell

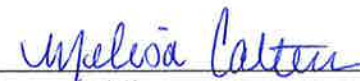
State of Utah )

County of Salt Lake ) :ss

On this 8 day of May, 20 19,  
personally appeared before me

Robert Brent Mitchell [name of  
person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and  
acknowledged that he/she/they executed the same.



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

SELLER:

Shelene S. Mitchell  
Shelene S. Mitchell

State of Utah )  
County of Salt Lake ) :ss

On this 8 day of May, 20 19,  
personally appeared before me

Shelene Mitchell [name of  
person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and  
acknowledged that he/she/they executed the same.



Melisa Catten  
Notary Public

**EXHIBIT "A"**  
Property Legal Description

Parcel No.: 14-35-452-002

Beginning at a point North 89°57'13" East 33.0 feet and North 0°06'33" West 283.0 feet from the South quarter corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°57'13" East 250.0 feet; thence North 0°06'33" West 73.57 feet; thence North 89°57'13" East 134.626 feet; thence North 0°06'33" West 46.258 feet; thence North 76°36'33" West 395.676 feet; thence East to a point North 0°06'33" West from the point of beginning; thence South 0°06'33" East 212.17 feet to the point of beginning.

Said property is also known by the street address of: 4059 South 6000 West, West Valley City, Utah 84128

## 19-55: Authorize the Purchase of a Tymco 600 Street...

|                          |                          |
|--------------------------|--------------------------|
| Item #:                  |                          |
| Fiscal Impact:           | \$174,300                |
| Funding Source:          | Storm Water Utility      |
| Account #:               | 36-7531-40740-00000-0000 |
| Budget Opening Required: | No                       |

### **ISSUE:**

Purchase a new Tymco 600 Sweeper valued at \$274,300.00 less \$100,000.00 trade-in value of a Tymco 600 Sweeper.

### **SYNOPSIS:**

Intermountain Sweeper submitted a proposal to the Public Works Department. The proposal qualifies under the provisions of the West Valley City Procurement Code 5-3-110, Procurement to Meet Existing Needs. The code allows the procurement of matching equipment when it is beneficial to operations and maintenance. The Fleet Manager and Operations Managers have negotiated the best price available. Intermountain Sweeper is the only authorized Tymco dealer in the state of Utah.

### **BACKGROUND:**

Street sweepers are high maintenance vehicles. The current policy of replacing sweepers every four years has proven economical by avoiding high repair costs and recouping high trade-in values for the old sweepers. The street sweeper being replaced is a 2015 Tymco 600.

The Public Works Department has used Tymco sweepers for many years, and has been pleased with the equipment performance, and the customer service received from Intermountain Sweeper, the local Tymco vendor.

### **RECOMMENDATION:**

Approve the purchase of the Tymco 600 Sweeper, with a 2015 Tymco 600 Sweeper as a trade-in. Cost of the new sweeper is \$274,300.00 minus the trade-in value of \$100,000, with the net purchase cost at \$174,300.

### **SUBMITTED BY:**

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

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF A  
TYMCO 600 STREET SWEEPER FROM INTERMOUNTAIN  
SWEEPER.**

**WHEREAS**, the Public Works Department requires a new street sweeper for use in maintaining the City's roads; and

**WHEREAS**, the sweeper must be compatible with existing Tymco equipment and operational requirements; and

**WHEREAS**, Intermountain Sweeper is the only authorized Tymco dealer who can provide the required equipment; 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 authorize the purchase of said equipment;

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

1. The City is authorized to trade in an existing street sweeper and purchase a Tymco 600 street sweeper for an additional amount not to exceed One Hundred Seventy Four Thousand Three Hundred Dollars (\$174,300.00).
2. The Mayor and City Manager are hereby authorized to execute any other documents necessary to effect the purchase, subject to the 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

## 19-56: Approve the License for Use of West Valley City...

|                          |      |
|--------------------------|------|
| Item #:                  |      |
| Fiscal Impact:           | None |
| Funding Source:          | N/A  |
| Account #:               | N/A  |
| Budget Opening Required: | No   |

### **ISSUE:**

License Agreement for use of West Valley City Right-of-Way for a Pedestrian Bridge crossing Market Street at 3550 S.

### **SYNOPSIS:**

With this agreement, West Valley Land Holdings, LLC (“WVLH”, the entity building the Office Tower) will be allowed to construct a pedestrian bridge over Market Street to connect the Fairbourne Station Parking Structure with the Office Tower.

### **BACKGROUND:**

Parking for the Office Tower is located in the Parking Structure across Market Street. The plans submitted by WVLH for the Office Tower, include a pedestrian bridge connecting the office building to the parking.

This agreement allows WVLH to construct the privately-owned bridge in the City right-of-way, at WVLH’s expense. WVLH is responsible for maintenance of the bridge and must remove the structure upon demand by the City.

### **RECOMMENDATION:**

Approve License Agreement with WVLH.

### **SUBMITTED BY:**

Russ Willardson  
Public Works Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION APPROVING THE LICENSE FOR USE OF  
WEST VALLEY CITY RIGHT-OF-WAY AT  
APPROXIMATELY 3550 SOUTH MARKET STREET IN  
WEST VALLEY CITY.**

**WHEREAS**, an Agreement for Disposition of Land for Private Development (“ADL”) by and between West Valley Land Holdings, LLC (“WVLH”), West Valley City, and the Redevelopment Agency of West Valley City was executed on October 10, 2017; and

**WHEREAS**, the ADL includes a pedestrian cross bridge at approximately 3550 South Market Street, between the Office Tower and the Parking Structure; and

**WHEREAS**, in order for the pedestrian cross bridge to be constructed and exist in City’s right-of-way, a license from the City must be issued; and

**WHEREAS**, an agreement with WVLH has been prepared entitled “License for Use of West Valley City Right-of-Way” (the “Agreement”), which contains the terms and conditions under which WVLH shall be allowed to use the City’s right-of-way for the pedestrian cross bridge; 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 approve the Agreement with WVLH;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute the Agreement in its final form, provided that the final form of the Agreement is materially consistent to the form attached, and subject to the approval of the final form by the City Manager and City Attorney’s Office, for and in behalf of West Valley City.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2019.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

## LICENCE FOR USE OF WEST VALLEY CITY RIGHT-OF-WAY

This License for Use of West Valley City Right-of-Way (herein “License”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019. West Valley City (herein the “City”) hereby grants this License to \_\_\_\_\_ (herein “Licensee”) for use of the City’s Right-of-Way (herein “ROW”) upon the following terms and conditions:

1. **Pedestrian Cross Bridge/Licensed ROW.** The Licensed ROW is described in Exhibit A, attached hereto and incorporated herein. The Licensed ROW shall be used exclusively for a pedestrian cross bridge between the Parking Structure and Officer Tower and is described and depicted in Exhibit B, attached hereto and incorporated herein. Plans for the pedestrian cross bridge in Exhibit B shall include a minimum clearance of sixteen feet (16’) from the Licensed ROW surface as well as any other construction specifications required by the City. No other use is permitted under this License in the Licensed ROW.
2. **Term.** This License shall be active for a period of up to twenty (20) years and shall be renewable for additional five (5) year terms, hereinafter referred to as “Renewal Terms,” provided this License has not terminated in accordance with Section 10.
3. **Fee.** Waived.
4. **Compliance With Laws.** Licensee shall be responsible for complying with all applicable federal, state and local laws, statutes, rules, regulations, orders and ordinances.
5. **Repairs, Maintenance.** Licensee shall be responsible for making all repairs and maintenance to the pedestrian cross bridge in the Licensed ROW, including, but not limited to: all landscaping, utility lines and systems, graffiti and any other vandalism repair and/or removal, wear and tear, and any other repairs or maintenance necessary to ensure the aesthetic quality and safe operation of the pedestrian cross bridge. Licensee shall obtain the applicable City permits prior to commencing any repairs or maintenance within the Licensed ROW.
6. **Indemnification.** Licensee is completely responsible for the Licensed ROW and pedestrian cross bridge. Accordingly, Licensee hereby indemnifies, holds harmless and agrees to defend the City from and against all claims, damages, expenses (including, without limitation, reasonable attorneys’ fees and reasonable investigative and discovery costs), liabilities and judgments on account of or related to any injury to persons, loss of life, or damage to property occurring in the Licensed ROW and in, on, or around the pedestrian cross bridge. Licensee’s obligations with respect to the indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this License, as to claims arising or accruing prior to the expiration or termination of this License.
7. **Prohibitions.** Licensee shall not allow in the Licensed ROW: (a) any unlawful, disreputable or ultra-hazardous activities (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by the laws of the State of Utah); (b) any activity that constitutes or gives rise to a nuisance of any kind; (c) dangerous exhibits, materials, objects, vehicles or the like; (d) any other action detrimental to the Licensed ROW or the City, specifically, any signs of any size, type or nature whatsoever, fences, or lights that are not

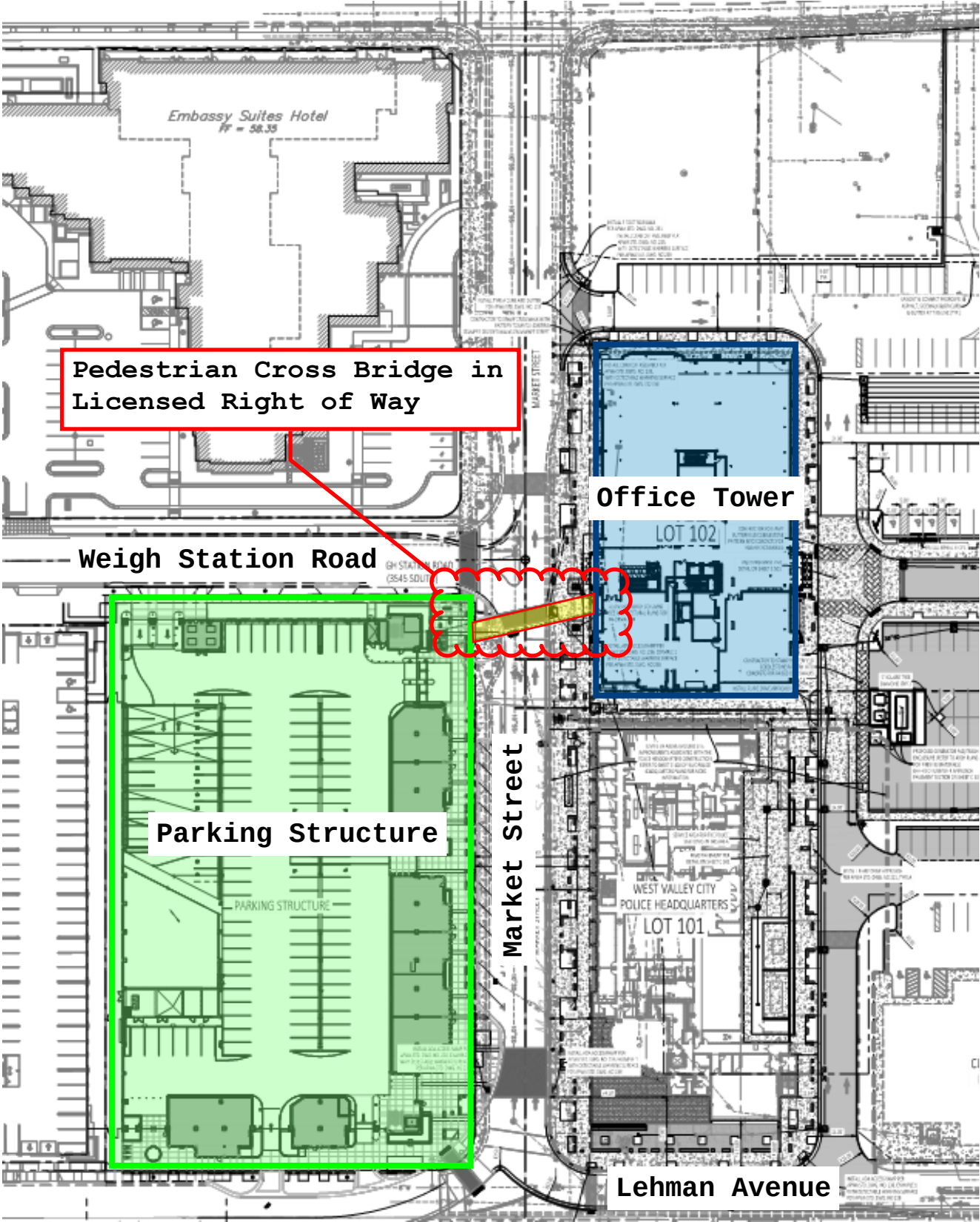
approved in writing by the City. Licensee shall be liable for all damages associated with failure to comply with any provision under this Section.

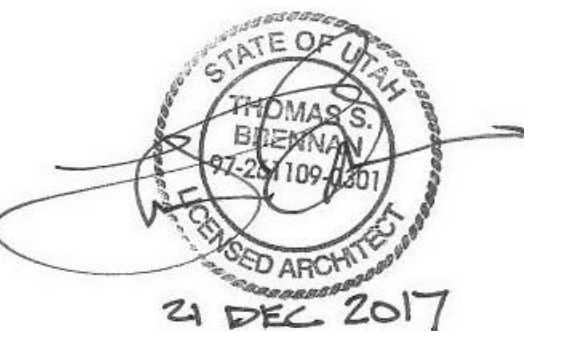
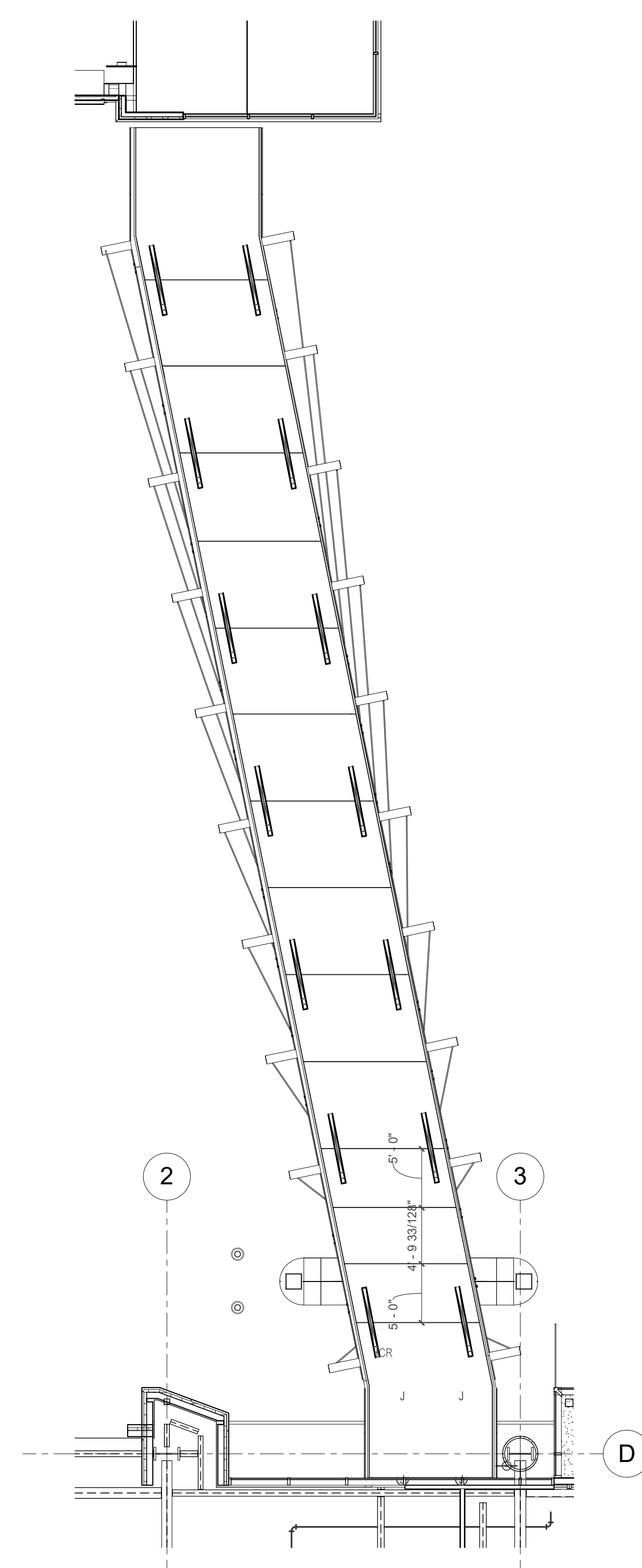
8. **Insurance.** Licensee shall obtain and maintain general commercial liability insurance, including coverage for explosion and collapse for the Licensed ROW and pedestrian cross bridge in the amount of Three Million Dollars (\$3,000,000) for bodily injury/property damage per occurrence and Four Million Dollars (\$4,000,000) in the general aggregate. The Certificates of insurance shall name West Valley City as primary, noncontributory, additionally insured and shall be provided to the City within ten (10) days of the execution of this License. Further, Licensee shall notify the City thirty (30) days prior to any change, modification or cancellation of the insurance required herein. The City may change the foregoing amounts, limits and coverages, in the City's sole discretion, and shall notify Licensee and allow Licensee a reasonable time obtain any new amounts, limits, or coverages.
9. **Condition of the Licensed Property.** Licensee acknowledges that West Valley City makes no warranty as to the safety or fitness of the Licensed ROW. Any changes, additions or alterations, other than as defined in Section 1 in the Licensed ROW must first be approved in writing by the City.
10. **Termination.** If the owner of the Office Tower (the "Office Tower Owner") files for bankruptcy, the City shall have the right to terminate the Office Tower Owner's rights under this License. In such event, the City shall provide the Bankruptcy Trustee with continued access to the pedestrian cross bridge for the Office Tower tenants, and work in good faith with the Bankruptcy Trustee and/or any successor owner on a new license. This License may be terminated by the City if any of the following occur: a) ~~In the event the owner of the Office Tower (the "Office Tower Owner") files for bankruptcy;~~ b) In the event Licensee defaults or otherwise violates any term or provision of this License and such default or violation is not cured after receipt of sixty (60) days written notice to the Licensee and Officer Tower Owner; or b) In the event the Office Tower is sold by Office Tower Owner without the prior, written consent of the City. If this License is terminated in accordance with the foregoing, ~~the City shall have the right to require removal of the pedestrian cross bridge by written notice, in which event,~~ Licensee shall have ninety (90) days from the date of ~~such notice termination~~ to remove the pedestrian cross bridge and any other encumbrances in the ROW.
11. **Security.** Licensee is responsible for the safety, security, and operation of the pedestrian cross bridge. Licensee shall implement security measures as necessary, or at the direction of the City, to maintain the safety of persons and property.
12. **Successors, Assignment.** This License is binding upon and shall inure to the benefit of all successors in interest to the Office Tower, depicted in Exhibit B.
13. Reserved.
14. **Access.** Licensee shall not improperly access areas outside of the Licensed ROW and shall not post signs or install barriers or otherwise impede or restrict access to areas outside of the Licensed ROW.
15. **Right to Enter/Reservation of Rights.** Provided such entry does not unreasonably interfere





**Exhibit A - Depiction of Project Areas**





FAIRBOURNE STATION  
OFFICE BUILDING

3550 S. MARKE I  
WEST VALLEY CITY, UT 84119



#9 EXCHANGE PLACE  
SUITE 1100  
SALT LAKE CITY  
UTAH 84111  
O: 801 531 7600  
F: 801 363 3149

|                   |    |
|-------------------|----|
| PROJECT ARCHITECT | AP |
| PROJECT MANAGER   | SM |

EDA PROJECT #: 217016

[illegible]

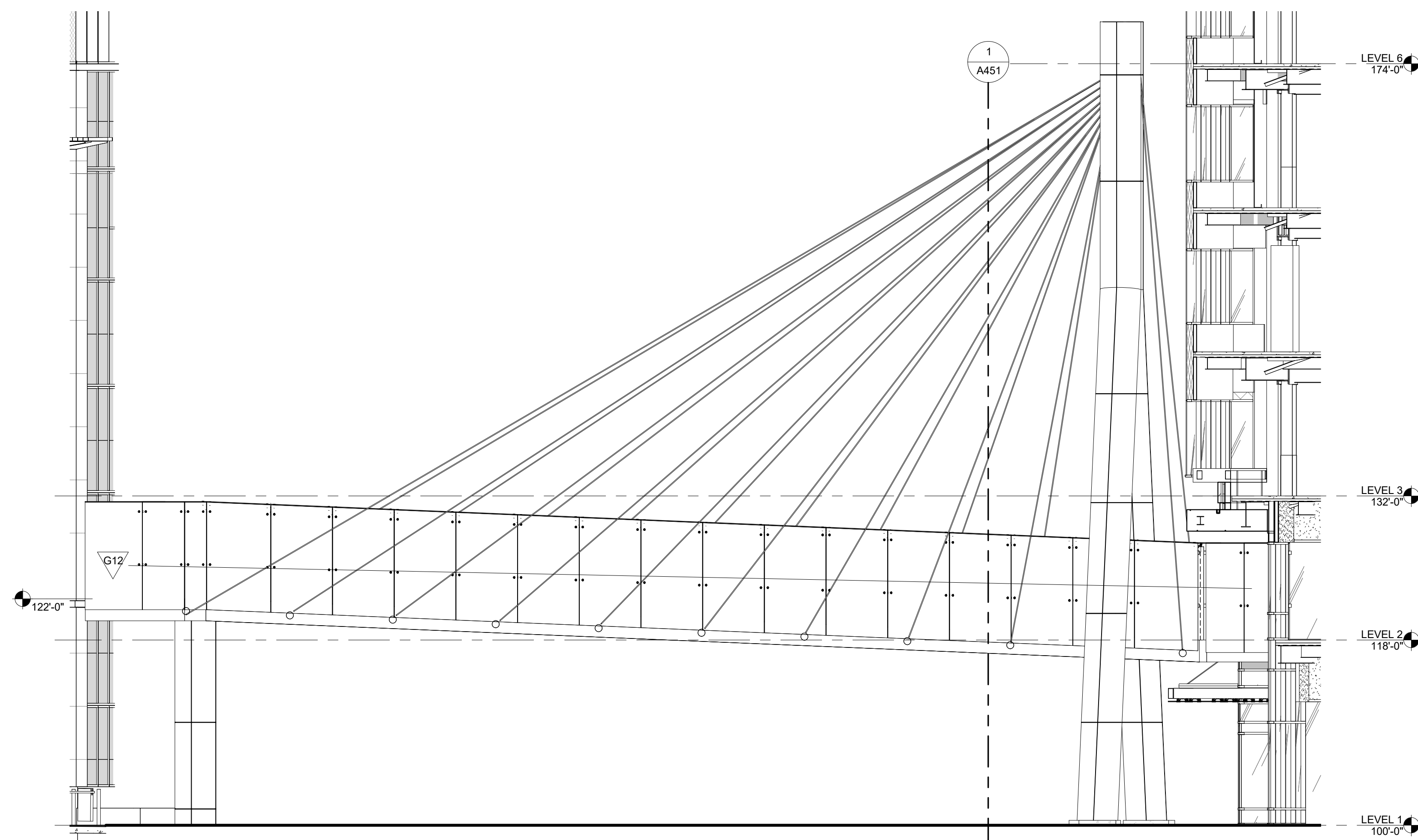
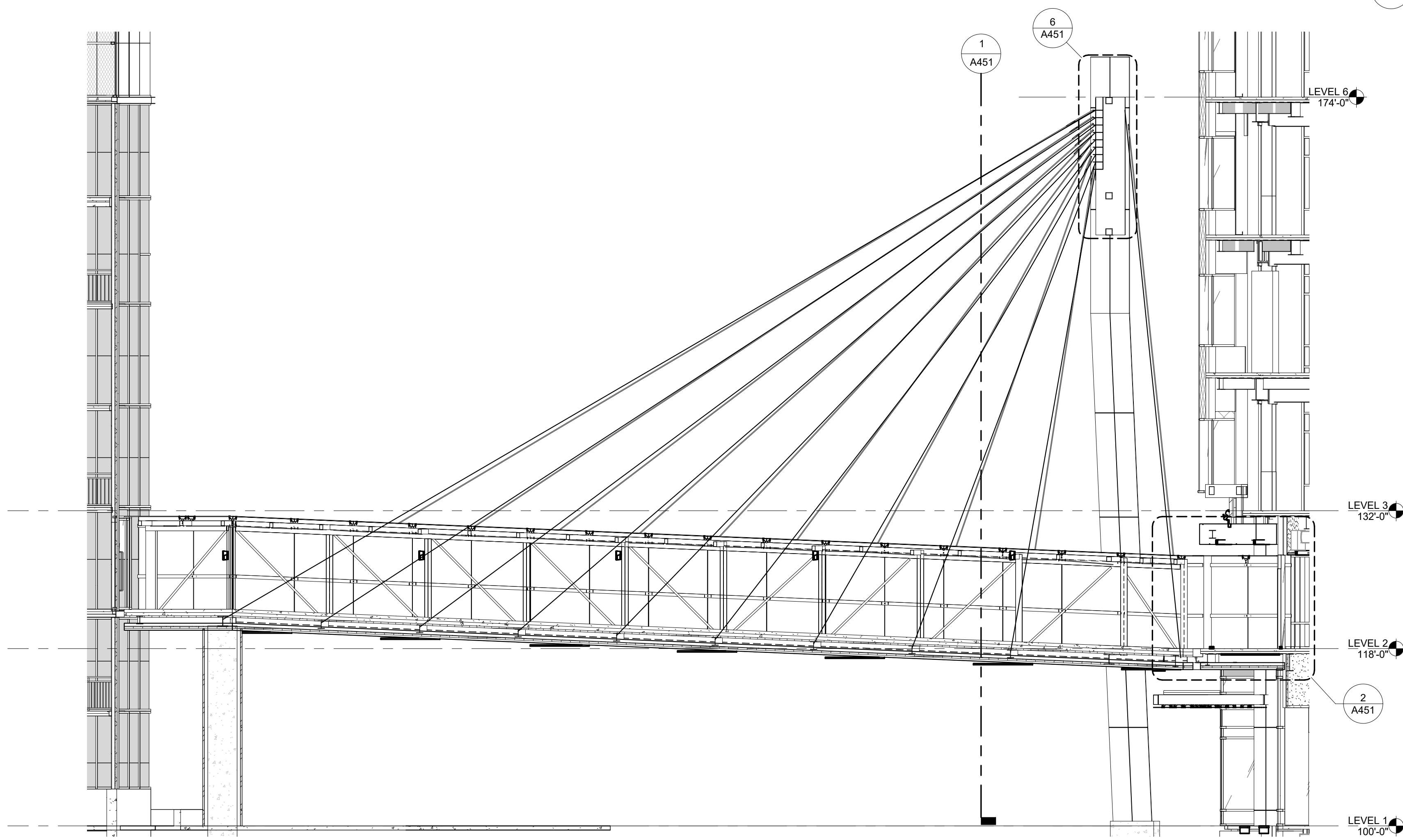
BRIDGE ENLARGED  
PLANS,  
ELEVATIONS, AND  
SECTIONS

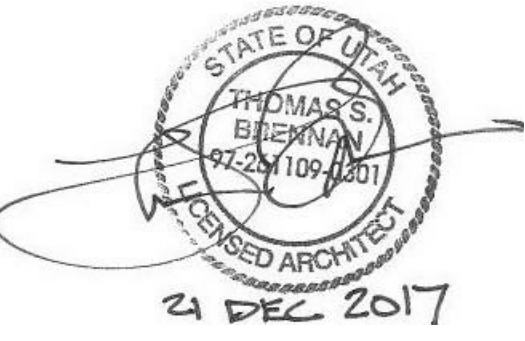
PERMIT REVIEW SET

Date 12/21/2017

A450

© EDA ARCHITECTS, INC. - 2014





FAIRBOURNE STATION  
OFFICE BUILDING

3550 S. MARKET  
WEST VALLEY CITY, UT 84119



#9 EXCHANGE PLACE  
SUITE 1100  
SALT LAKE CITY  
UTAH 84111  
O: 801 531 7600  
F: 801 363 3149

PROJECT ARCHITECT AP  
PROJECT MANAGER SM

EDA PROJECT #: 217016

| # | Description | Date |
|---|-------------|------|
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |
|   |             |      |

BRIDGE SECTIONS  
AND DETAILS

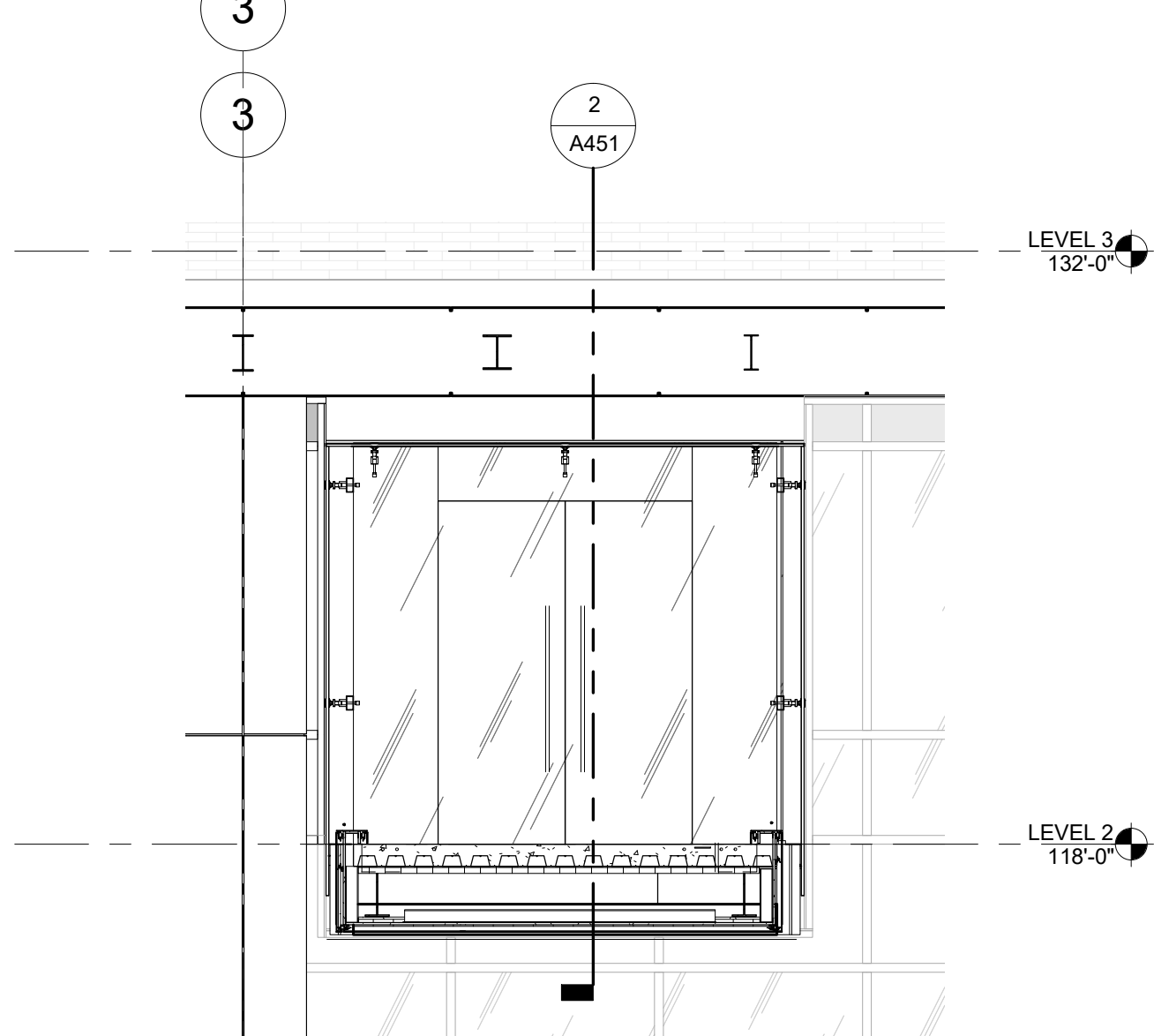
PERMIT REVIEW SET

Date 12/21/2017

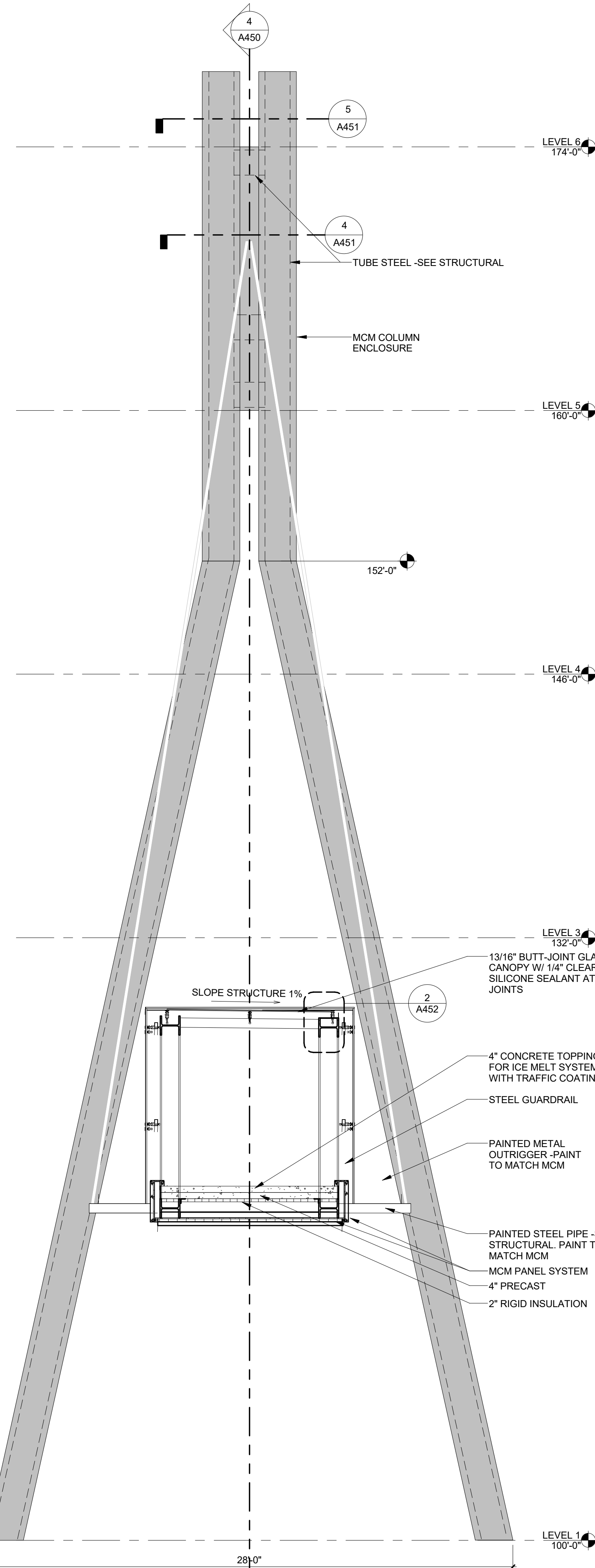
A451

EDA ARCHITECTS, INC. - 2014

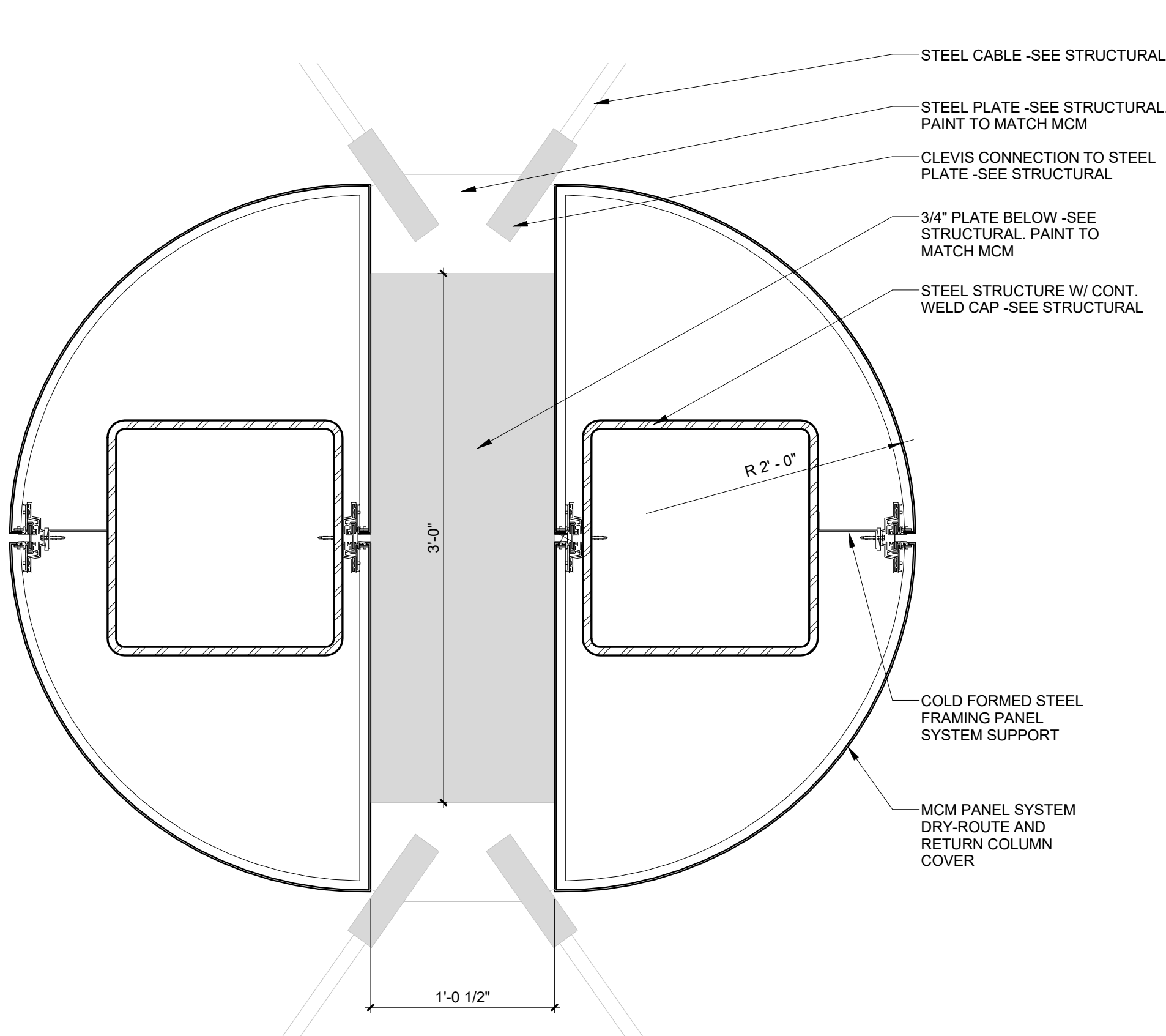
12/21/2017 5:29:52 PM



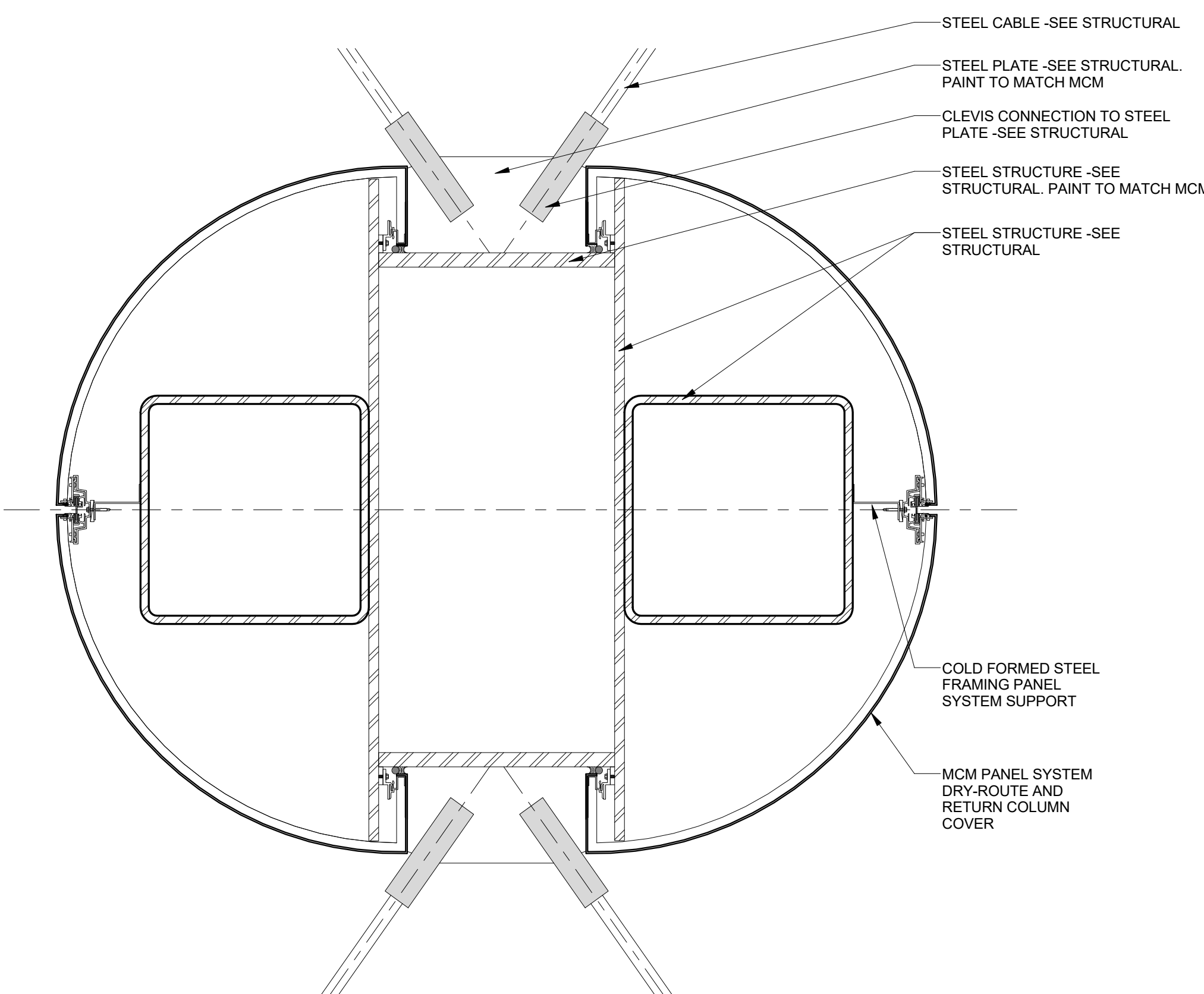
7 BRIDGE SECTION @ VESTIBULE  
1/4" = 1'-0"



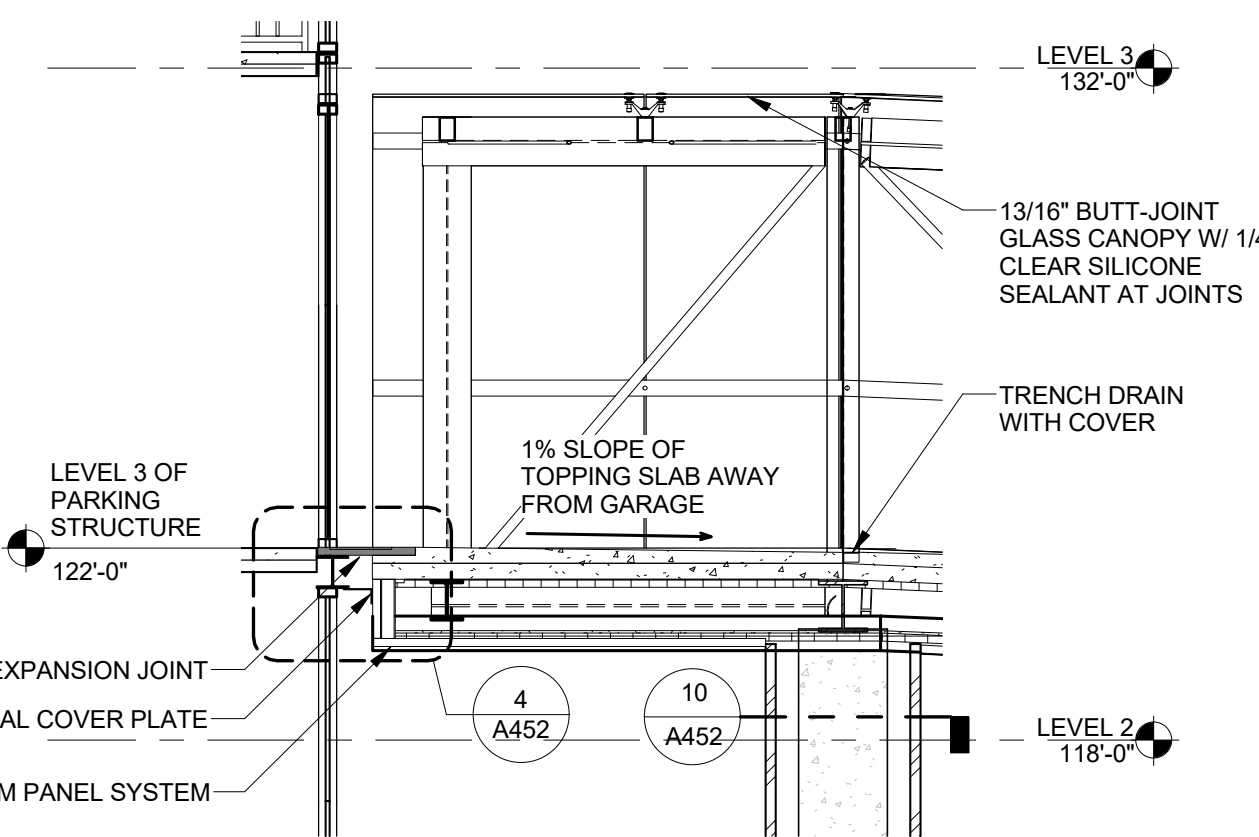
1 BRIDGE SECTION  
1/4" = 1'-0"



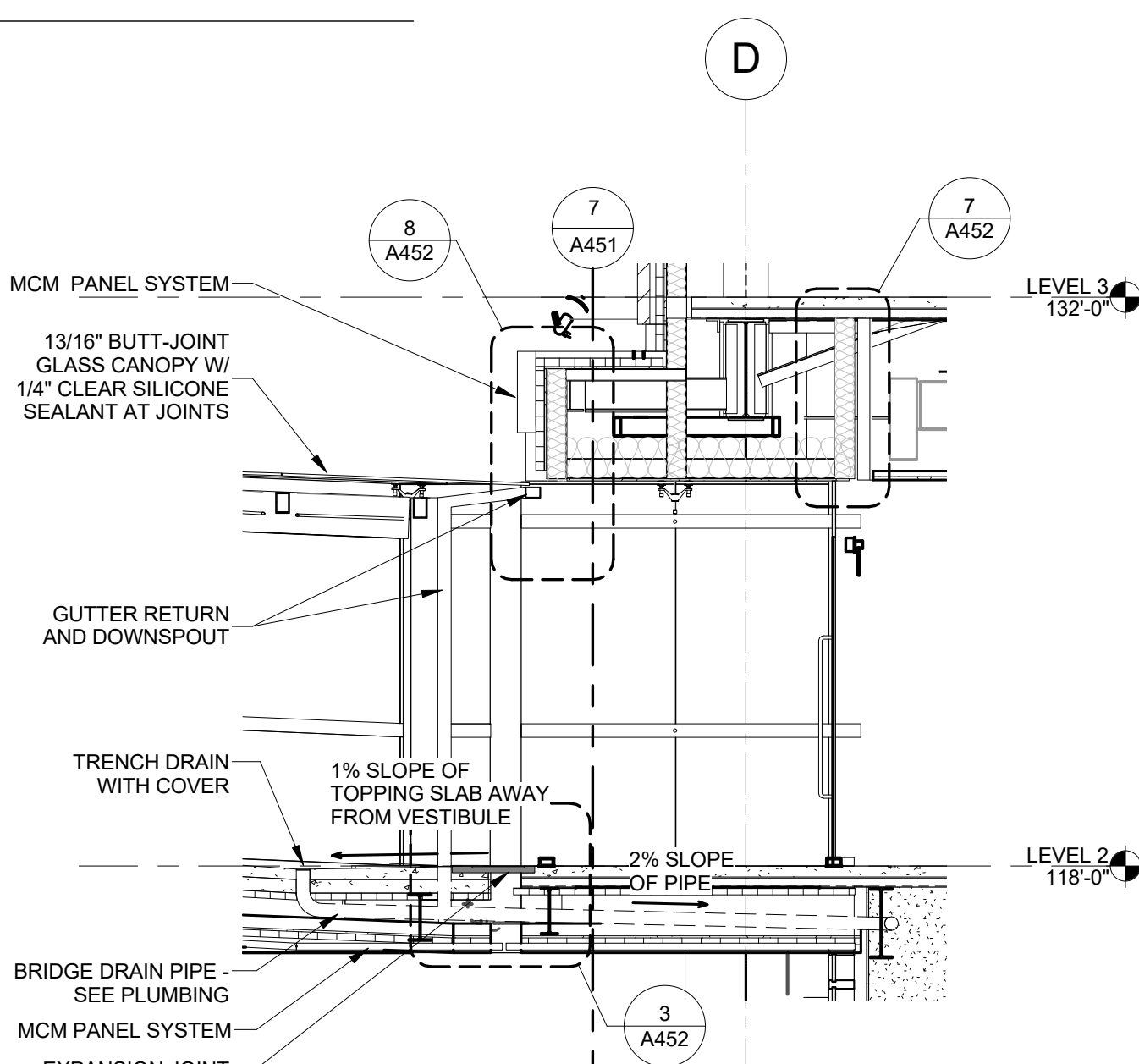
5 BRIDGE UPPER MAST DETAIL  
1 1/2" = 1'-0"



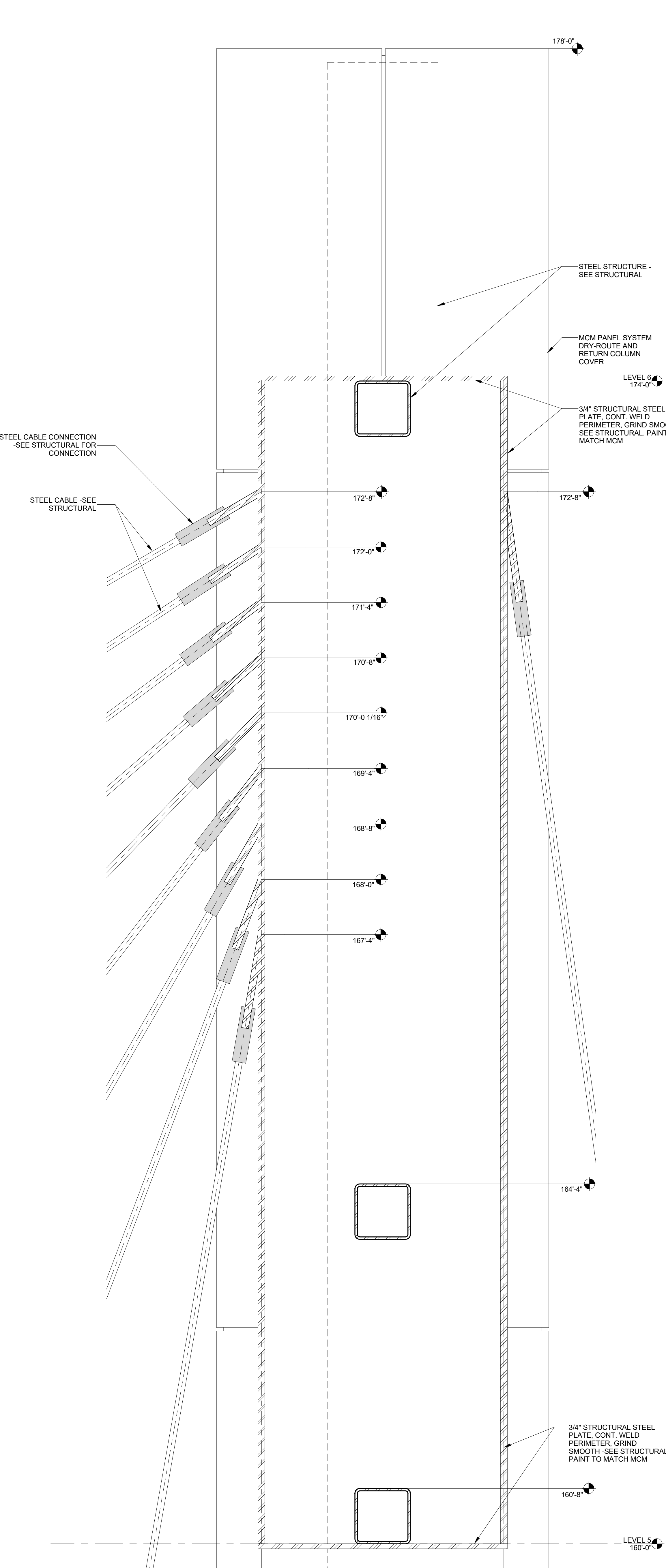
4 BRIDGE MAST DETAIL  
1 1/2" = 1'-0"



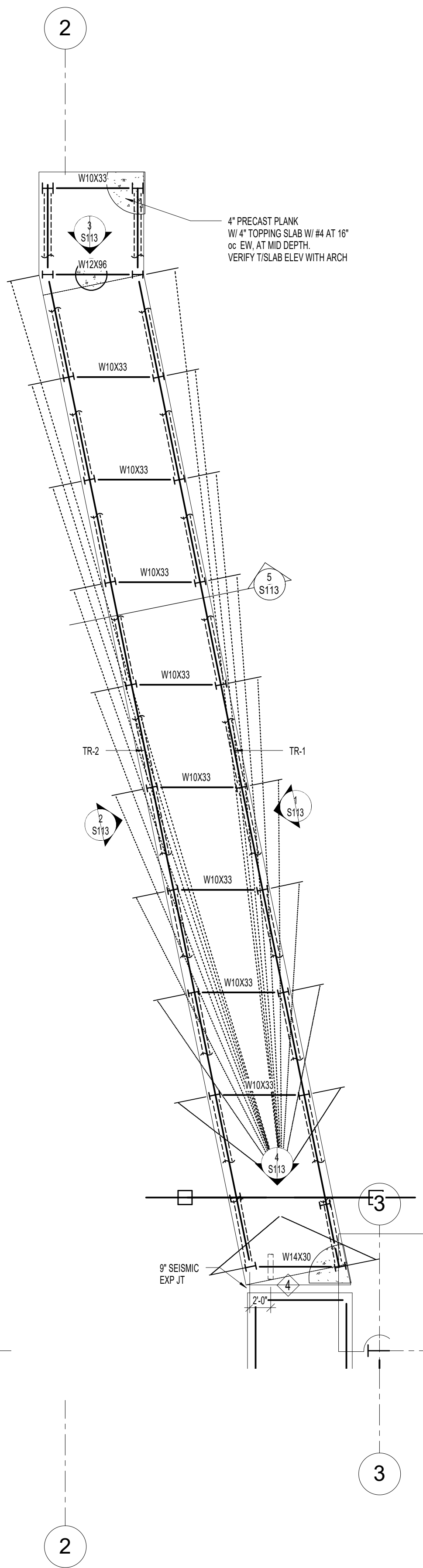
3 BRIDGE SECTION AT PARKING GARAGE  
1/4" = 1'-0"



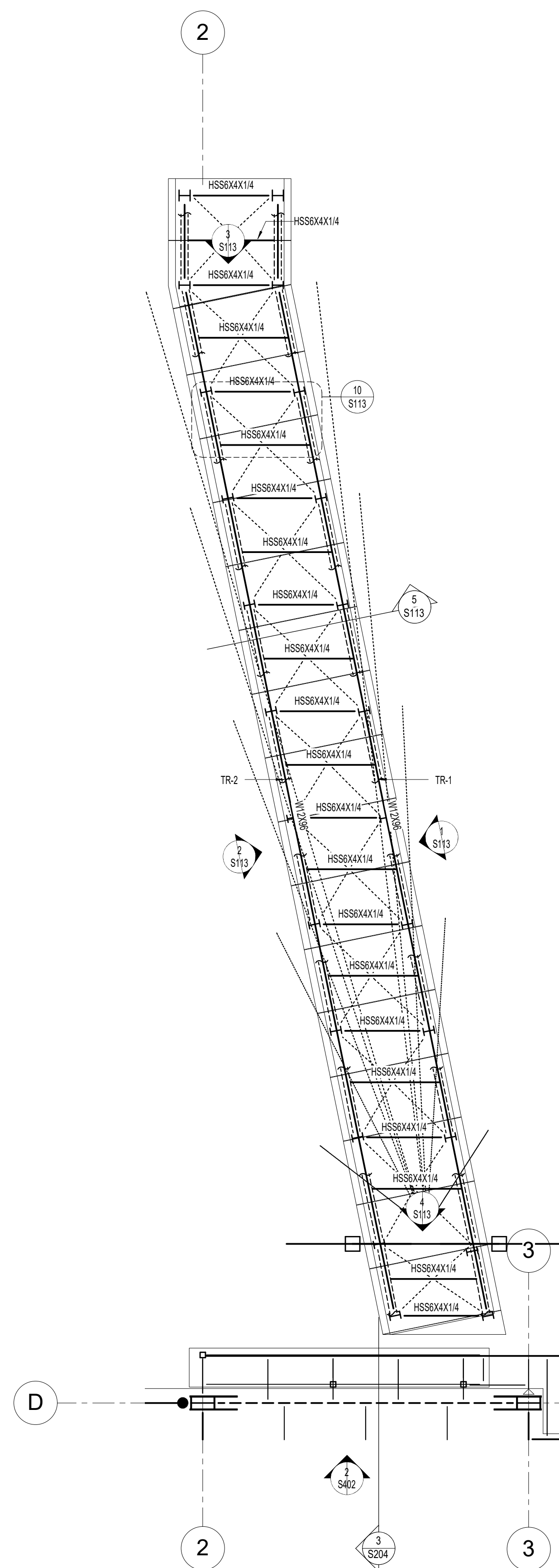
2 BRIDGE VESTIBULE SECTION  
1/4" = 1'-0"



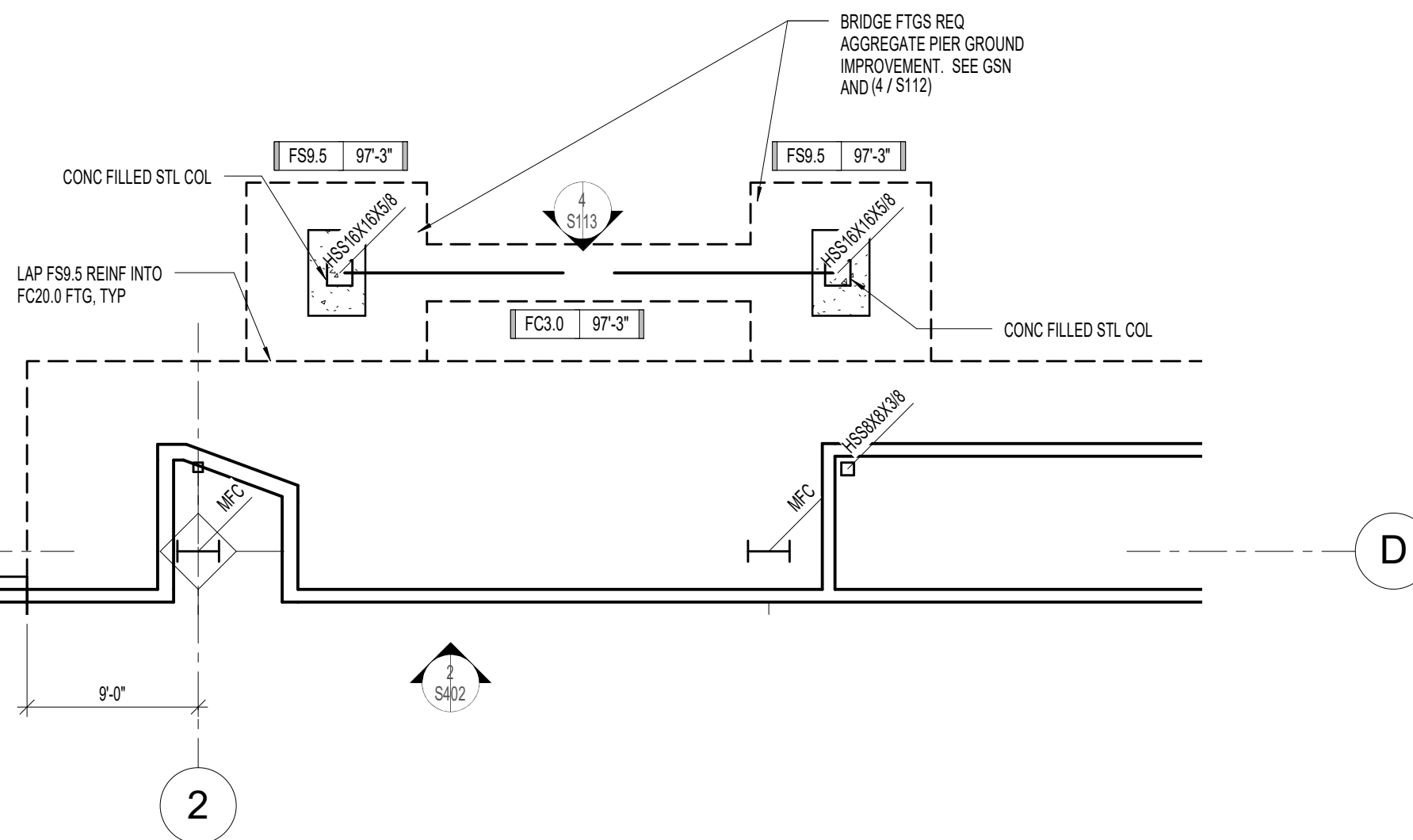
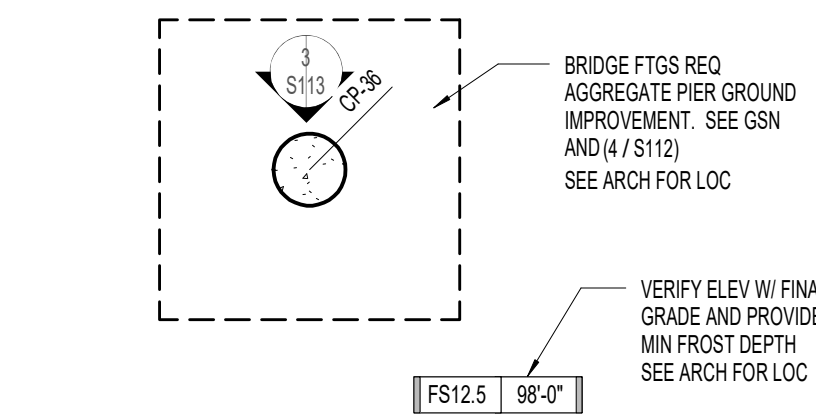
6 SECTION OF TOP OF MAST  
1 1/2" = 1'-0"



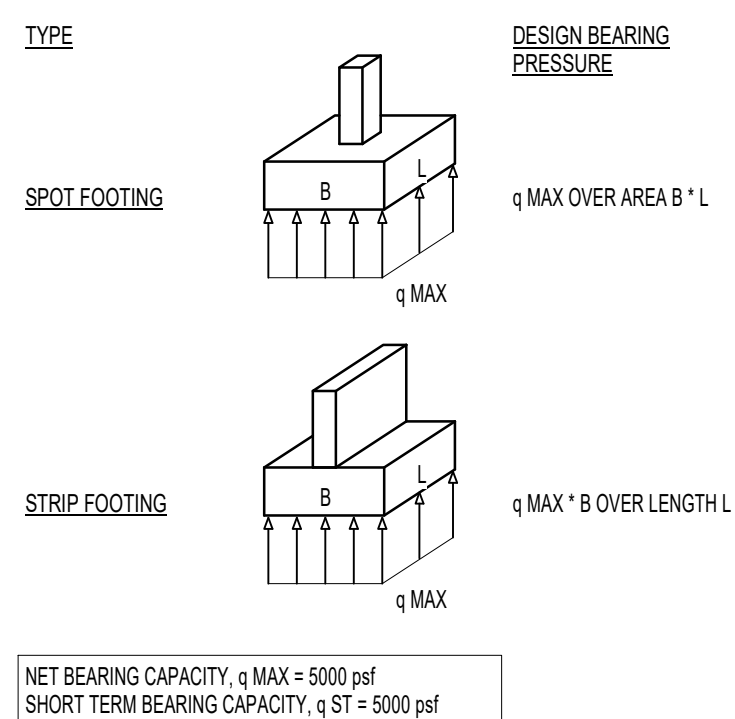
**1 LEVEL 1 FRAMING PLAN**  
S112 SCALE: 1/8" = 1'-0"



**2 LEVEL 2 FRAMING PLAN**  
S112 SCALE: 1/8" = 1'-0"



**3 FOOTING AND FOUNDATION PLAN**  
S112 SCALE: 1/8" = 1'-0"



**4 AGGREGATE PIER DESIGN CRITERIA**  
S112 NO SCALE

- BRIDGE NOTES:**
- STRUCTURAL STRANDS ARE NOT REQUIRED FOR THE SUPPORT THE STRUCTURE. DO NOT STRESS STRANDS UNTIL ALL BRIDGE DECK AND ROOF DEAD LOADS INCLUDING FINISH MATERIALS.
  - DIMENSIONS AND LENGTHS SHOWN ARE THEORETICAL. STRAIGHT LINE DIMENSIONS AND DO NOT INCLUDE SAG.
  - 1" DIA STRUCTURAL STRAND (ASTM A588) SHALL BE GALVANIZED CLASS A COATING THROUGHOUT. PRESTRESS STRAND TO A FINAL EFFECTIVE FORCE OF 2.5 KIPS.
  - STRESSING SEQUENCE: STRESS (2) CABLES SIMULTANEOUSLY AT EACH LOCATION IN STRAND NUMBER SEQUENCE AS LABELED.
  - THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE REQUIRED STRAND LENGTH FOR FABRICATION, INSTALLATION, STRESSING AND ADJUSTMENT.
  - THE STRAND ANGLES SHALL MEET A 1:1.5 DEGREE ANGLE TOLERANCE FROM THE CORRECT THEORETICAL ANGLE WHEN COMPLETED. THIS THEORETICAL ANGLE SHALL BE ADJUSTED FOR CABLE SAG DUE TO STRAND SELF HEIGHT.
  - THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL ANCHORAGE HARDWARE FITS WITHIN STEEL COMPONENTS SHOWN.
  - SOCKET DIMENSIONS ARE SHOWN FOR INFORMATION ONLY. OVERALL SOCKET DIMENSIONS AND DETAIL SHALL SUBSTANTIALLY CONFORM TO THESE DETAILS.
  - DURING INSTALLATION OF THE STRANDS, CARE SHALL BE EXERCISED TO AVOID ANY PERMANENT KINK OF THE STRAND. ANY STRAND WITH A PERMANENT KINK OR BROKEN STRAND SHALL BE REPLACED AT NO ADDITIONAL COST.
  - VERIFY ROOF ELEVATIONS, DRIVING DECK BEARING ELEVATIONS, AND STRAND ELEVATIONS WITH ARCH DRAWINGS. SEE DETAILS ON SHEET (S113).
  - STEEL THERMAL FORCES:
    - COEFFICIENT OF THERMAL EXPANSION: 0.0000085/F
    - TEMPERATURE RISE: +75 F
    - TEMPERATURE FALL: -70 F
    - ASSUMED TEMPERATURE AT TIME OF ERECTION: 60 F

- FOOTING AND FOUNDATION PLAN NOTES:**
- COORDINATE LOCATION OF DEPRESSED SLABS, SLOPED SLABS, AND FLOOR DRAINS WITH ARCHITECTURAL AND MECHANICAL DRAWINGS.
  - SEE ARCHITECTURAL DRAWINGS AND CIVIL DRAWINGS FOR EXTERIOR CONCRETE WORK AT DOORS, SIDEWALKS, ETC.
  - CENTER ALL SPOT FOOTINGS UNDER COLUMNS AS SHOWN ON PLAN, TYPICAL UNO.
  - SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS TO ALL STEEL COLUMNS.
  - SEE FOOTING AND FOUNDATION DETAILS ON SHEET (S301) FOR BURIED PILES RUNNING PARALLEL AND PERPENDICULAR TO FOOTINGS.
  - SEE FOOTING AND FOUNDATION DETAILS ON SHEET (S301) FOR FULL BENEATH FOOTINGS.
  - SEE ARCHITECTURAL DRAWINGS FOR ALL SLAB EDGE LOCATIONS.

- FLOOR FRAMING PLAN NOTES:**
- VERIFY WALL FLOOR OPENINGS FOR MECHANICAL SHAFTS, STAIRS, ETC. WITH ARCHITECTURAL DRAWINGS.
  - SEE FLOOR FRAMING DETAILS ON SHEET (S301) FOR FRAMING AROUND MISCELLANEOUS OPENINGS.
  - SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS TO STEEL COLUMNS AND SLAB EDGES.
  - SEE ARCHITECTURAL DRAWINGS FOR ALL SLAB EDGE LOCATIONS.

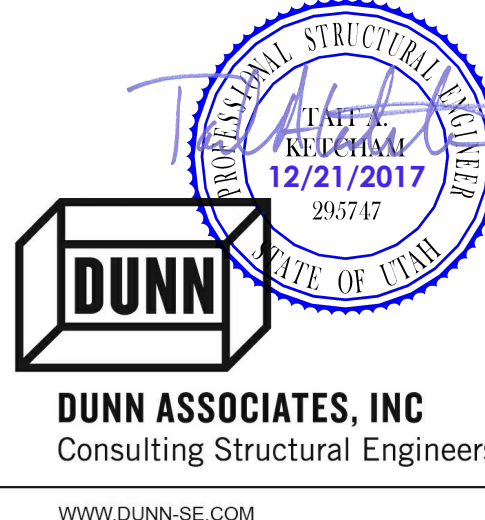
**MARKS AND SYMBOLS LEGEND**

|  |                                                                                                                                                                  |       |                                                                          |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------------------------------|
|  | SECTION MARK SHEET NUMBER                                                                                                                                        | CP-x  | CONC PIER, SEE SCHED ON (S301)                                           |
|  | TRUSS FRAME EL ON (S302)                                                                                                                                         | W-x   | COMPOSITE STL BMS, SEE GSN ON (S301)                                     |
|  | FTG DESIGNATION TOP EL. SEE SET ON (S301) FOR RECD FROST DEPTH                                                                                                   | (x)   | NUMBER OF HSA FOR SECTION OF COMPOSITE STL BM, SEE GSN ON (S301)         |
|  | 4\"/>                                                                                                                                                            | (=,") | RECD PRE-CAMBER AT MID-SPAN OF BMS. CAMBER TOLERANCE SHALL BE +1/4", -0" |
|  | ADDITIONAL CONC REINF OF (2) #4 BARS x 6'-0", CTR ON CORNERS. NO SPLICES                                                                                         | [x"]  | DIFFERENCE IN TOP OF BEAM ELEVATION FROM TYPICAL TOP OF FLOOR STEEL      |
|  | CONC WALL, SEE SCHED ON (S301)                                                                                                                                   | TR-x  | STEEL TRUSS ELEV, SEE (S113)                                             |
|  | STL COL                                                                                                                                                          |       |                                                                          |
|  | GRAVITY MOMENT CONNECTIONS                                                                                                                                       |       |                                                                          |
|  | DBL SHEAR CONNECTION, SEE SCHED ON (S302)                                                                                                                        |       |                                                                          |
|  | INDICATES A BM WEB PENETRATION. SEE SCHED ON (S301). PROVIDE A MAT OF REINFORCING IN THE SLAB OF #4 AT 12"oc EW. SEE SCHED FOR EXTENT OF REINF OVER PENETRATION. |       |                                                                          |
|  | CONT FTG, SEE SCHED ON (S301)                                                                                                                                    |       |                                                                          |
|  | SPOT FTG, SEE SCHED ON (S301)                                                                                                                                    |       |                                                                          |

12/21/2017  
PERMIT REVIEW SET

NOTE:  
THESE STRUCTURAL DRAWINGS ARE BASED ON ARCHITECTURAL DRAWINGS DATED 12/20/2017

DIMENSIONS AND ELEVATIONS AS THEY RELATE TO THE BUILDING IN GENERAL, I.e. GRID TO GRID DIMENSIONS OR DECK BEARING ELEVATIONS, ARE SUPPLIED BY THE ARCHITECT. THEY ARE PROVIDED ON THE STRUCTURAL PLANS AND DETAILS FOR THE CONVENIENCE OF THE CONTRACTOR. VERIFY DIMENSIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS.



**FAIRBOURNE STATION OFFICE  
BUILDING**

3550 S. MARKET  
WEST VALLEY CITY, UTAH 84119



#9 EXCHANGE PLACE  
SUITE 1100  
SALT LAKE CITY  
UTAH 84111  
O: 801 531 7600  
F: 801 363 3149

PROJECT ENGINEER TK  
PROJECT MANAGER TK

OWNER'S PROJECT # ###  
DUNN PROJECT # PROJECT #

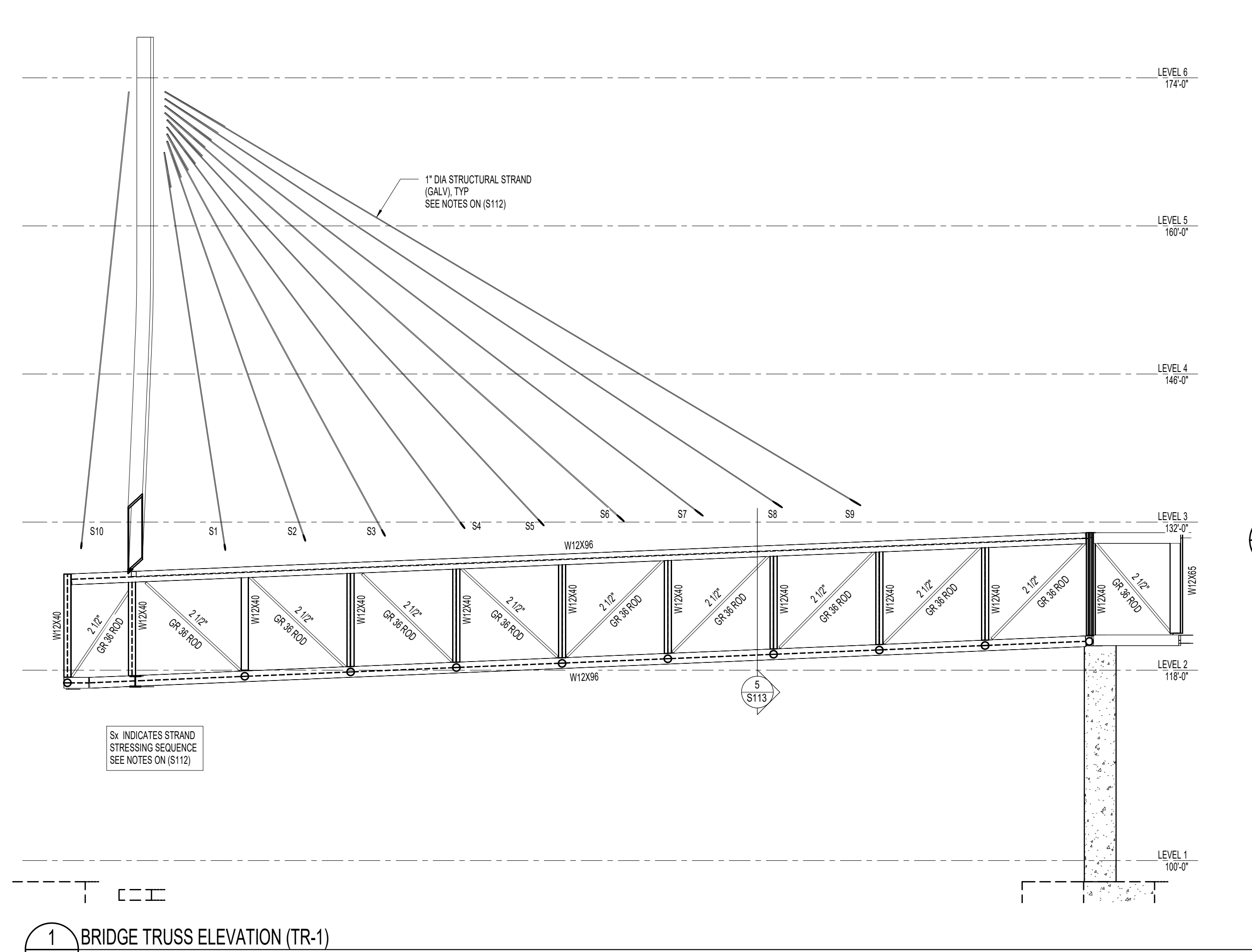
| # | Description       | Date     |
|---|-------------------|----------|
|   | PERMIT REVIEW SET | 12/21/17 |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |

**BRIDGE FRAMING  
PLANS**

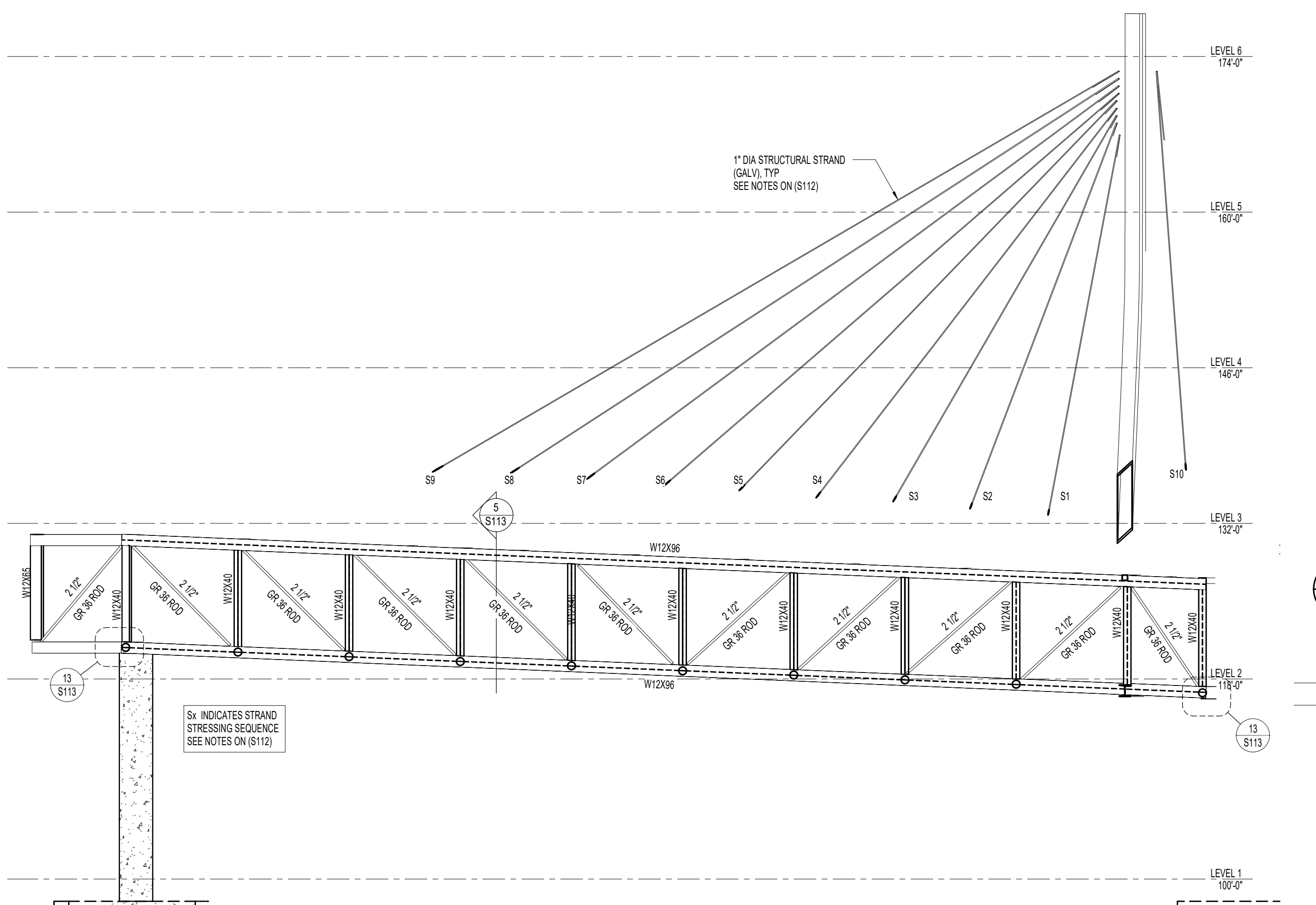
Date 12/21/2017

**S112**

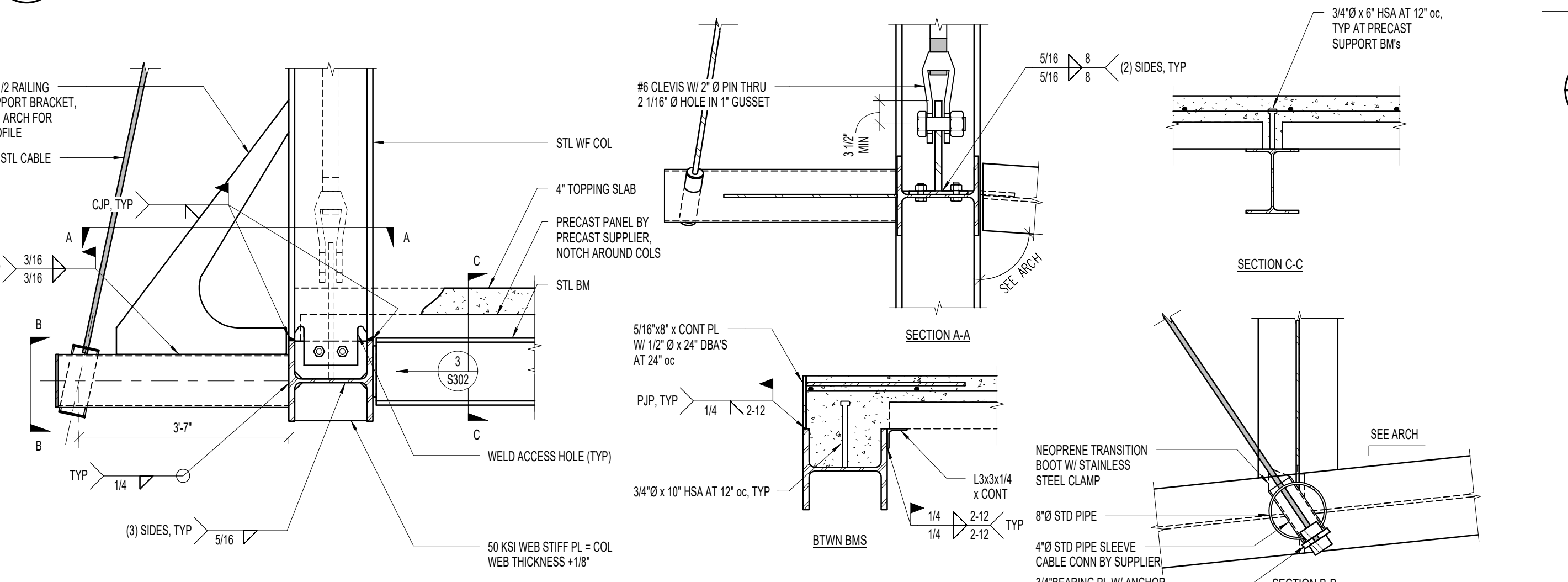
EDA ARCHITECTS, INC. - 2014



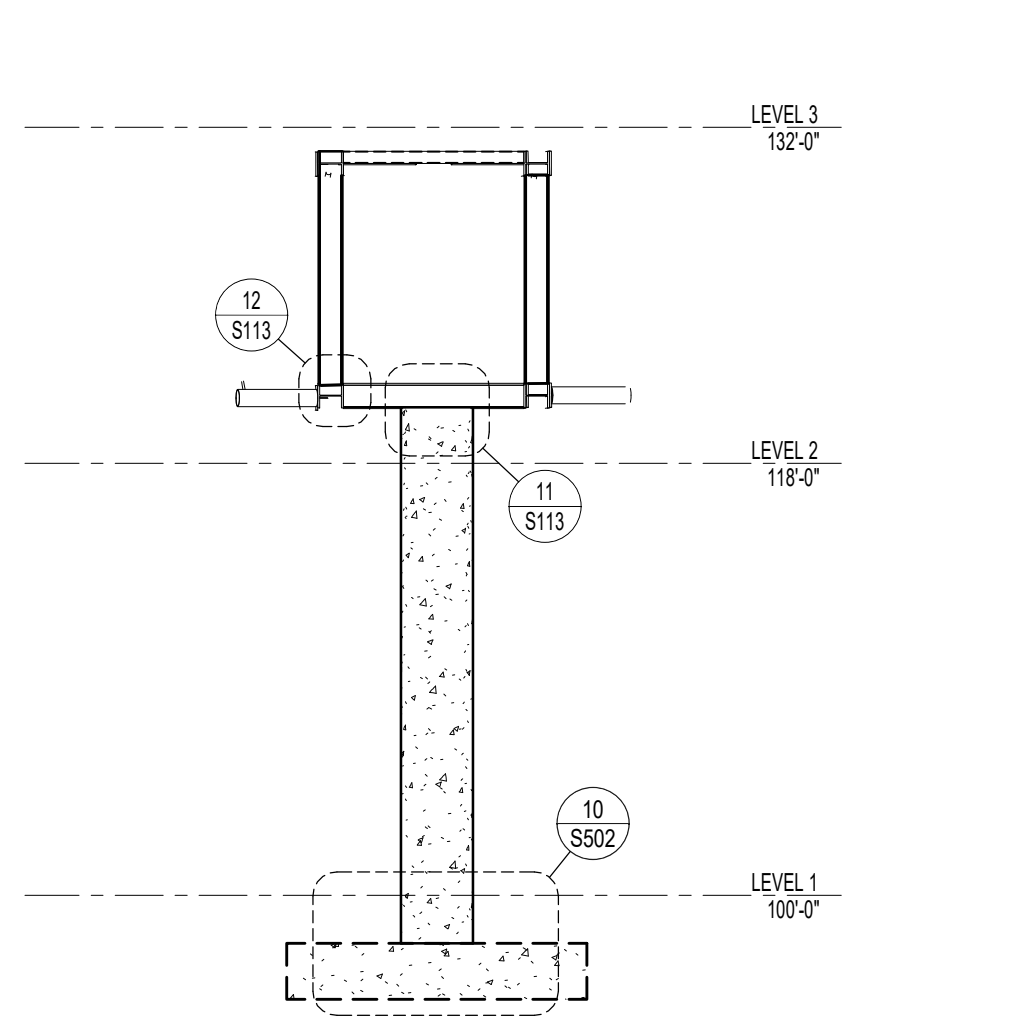
**1 BRIDGE TRUSS ELEVATION (TR-1)**  
S113 SCALE: 1/8" = 1'-0"



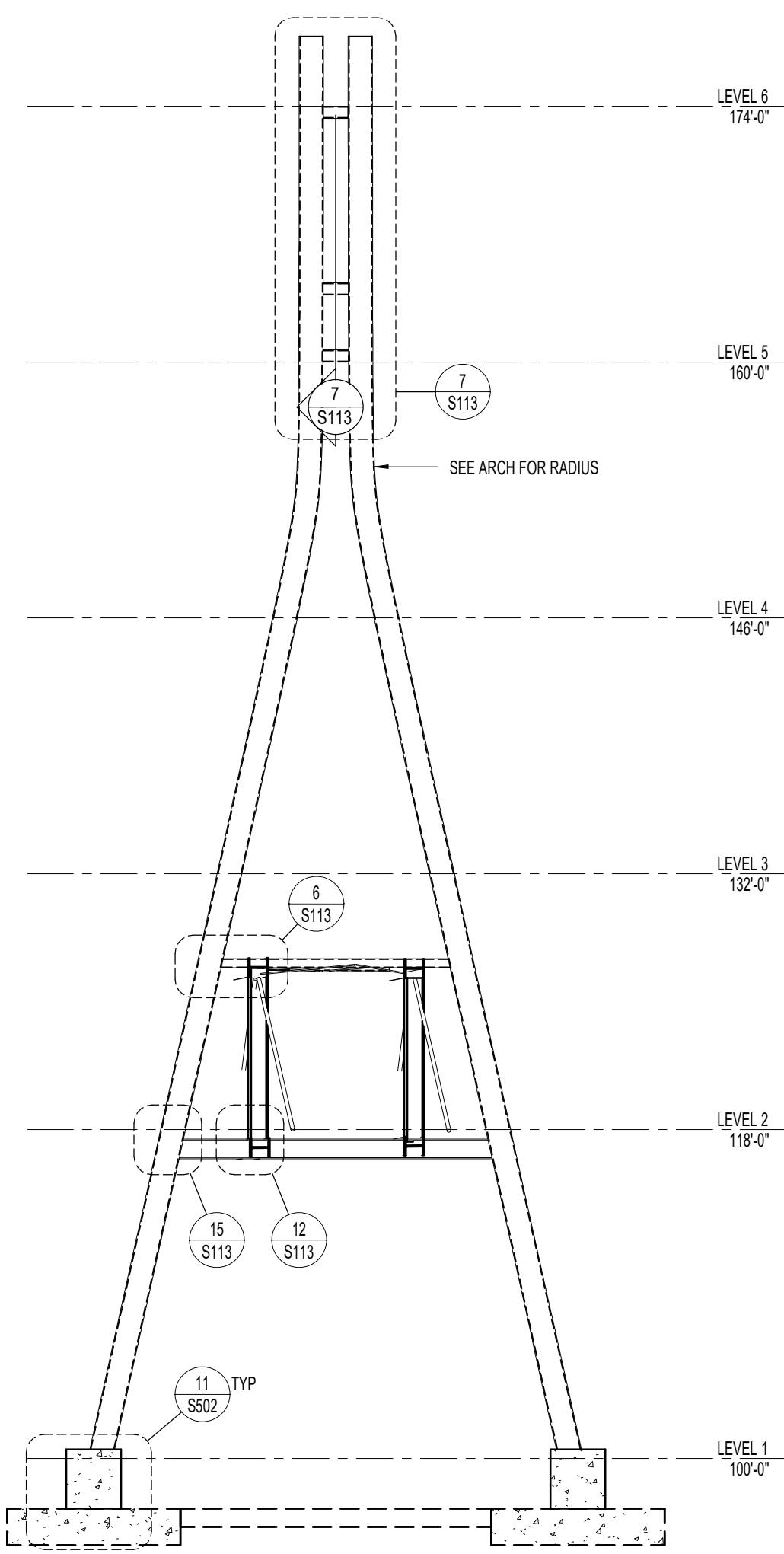
**2 BRIDGE TRUSS ELEVATION (TR-2)**  
S113 SCALE: 1/8" = 1'-0"



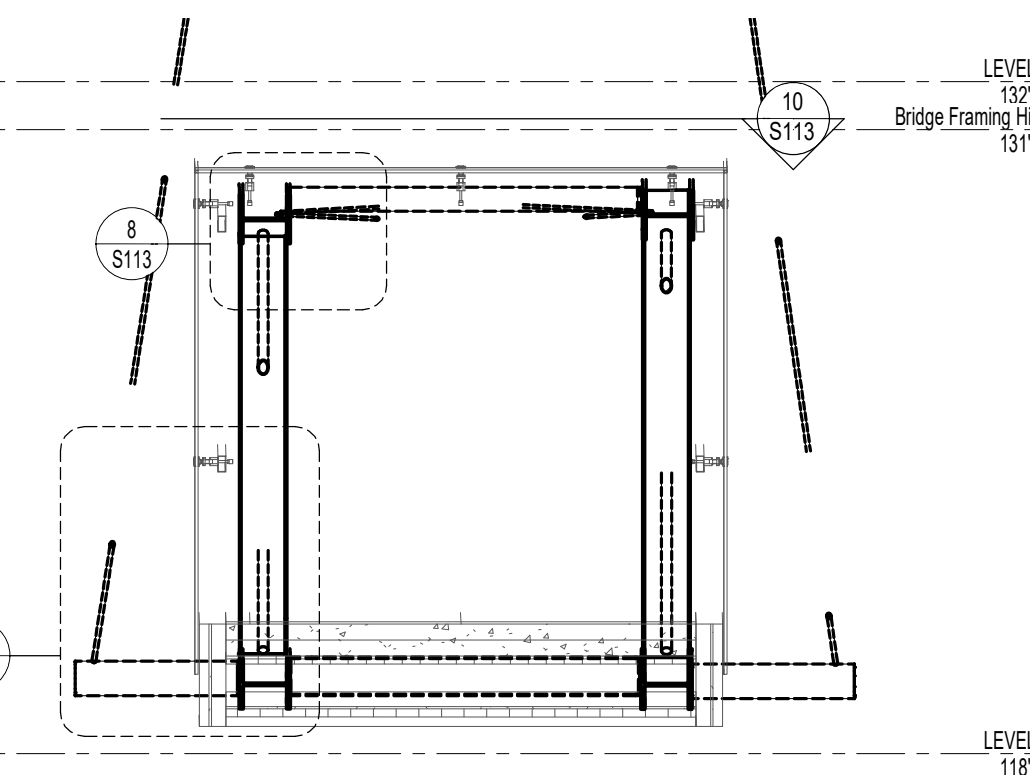
**14 TYPICAL BEAM TO BEAM MOMENT CONNECTION THRU EQUAL DEPTH BEAM**  
S113 NO SCALE



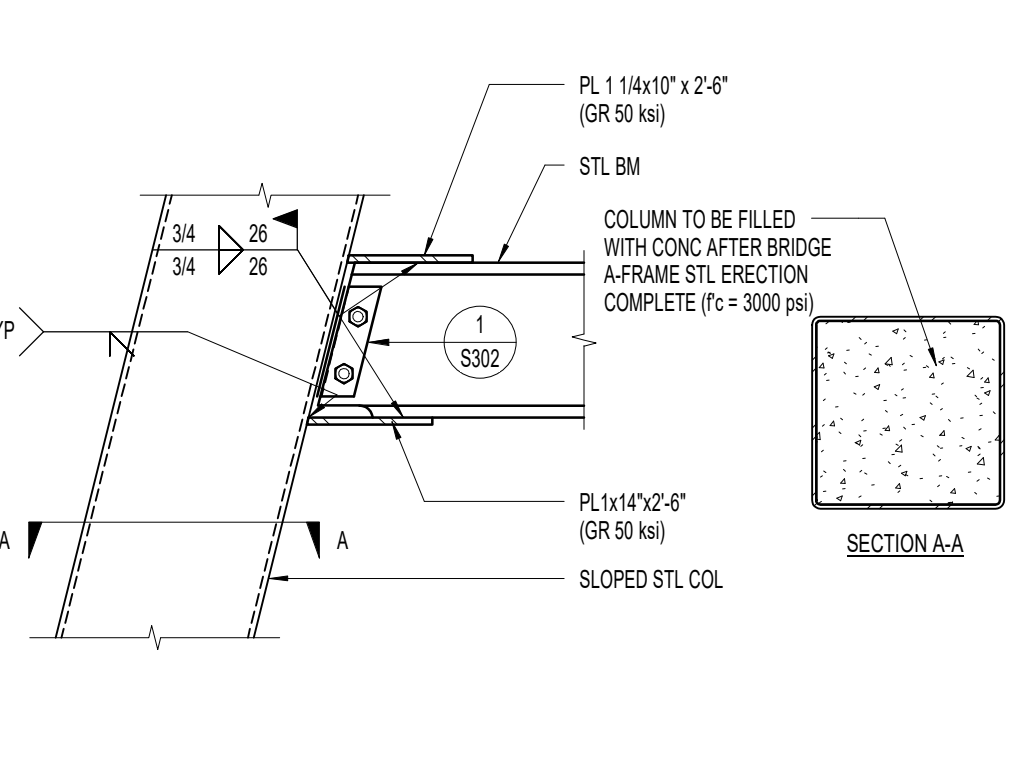
**3 TENSION CORD TOWER FRAME ELEVATION**  
S113 SCALE: 1/8" = 1'-0"



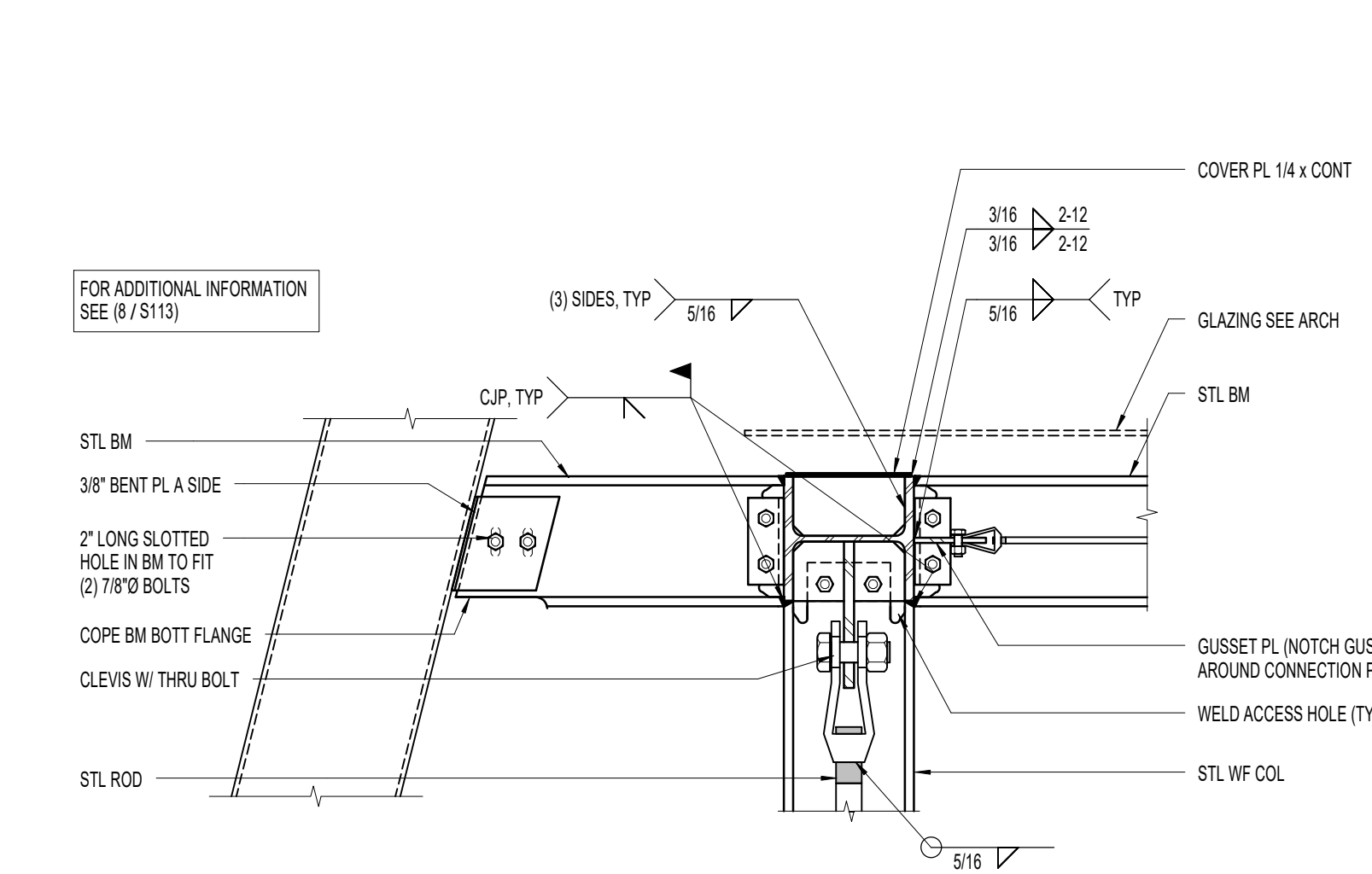
**4 TENSION CORD TOWER FRAME ELEVATION**  
S113 SCALE: 1/8" = 1'-0"



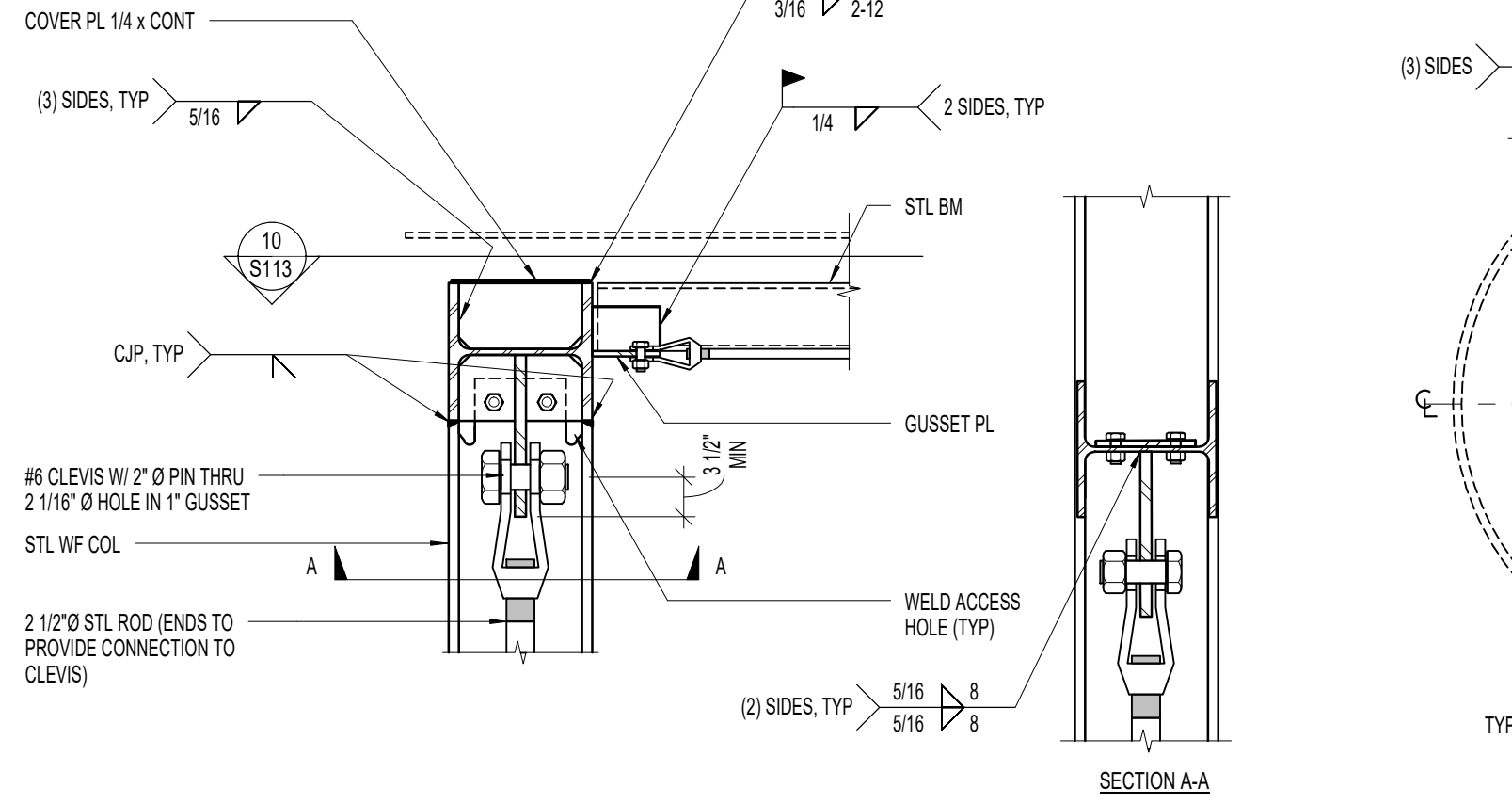
**5 TYPICAL SECTION AT BRIDGE**  
S113 SCALE: 1/4" = 1'-0"



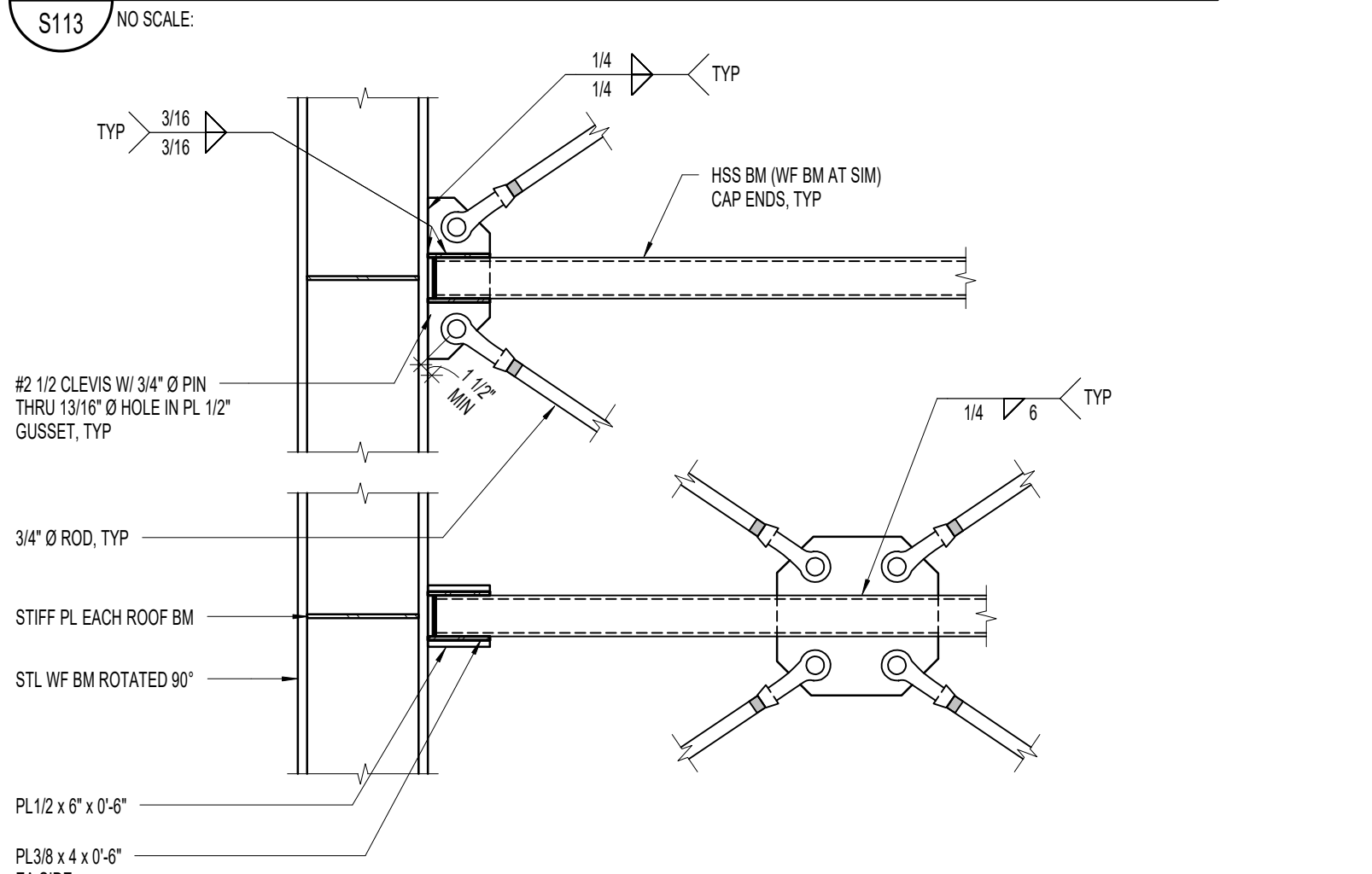
**15 BRIDGE SLOPED COLUMN CONNECTION AT SUPPORT BEAM**  
S113 NO SCALE



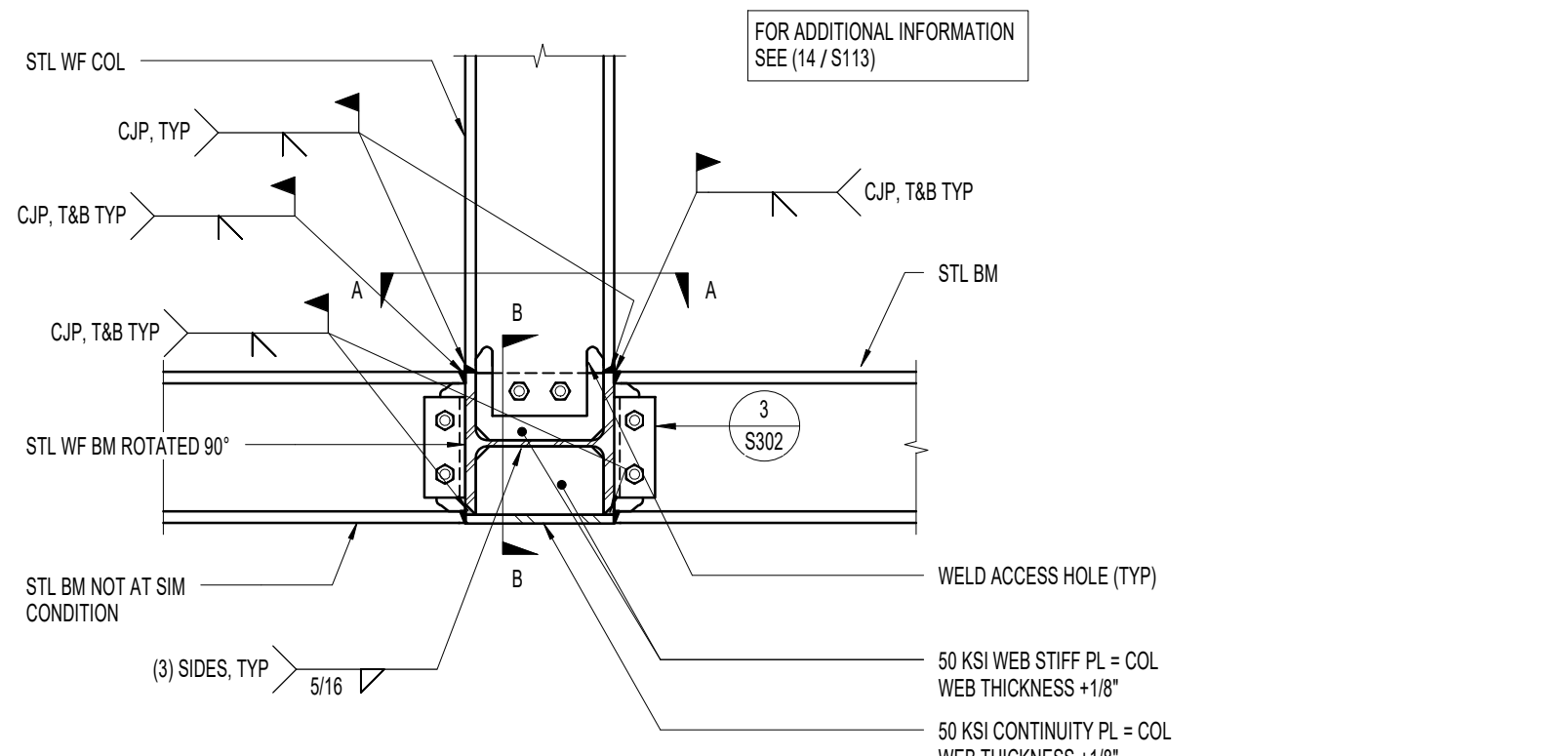
**6 TYPICAL BEAM TO BEAM MOMENT CONNECTION THRU EQUAL DEPTH BEAM**  
S113 NO SCALE



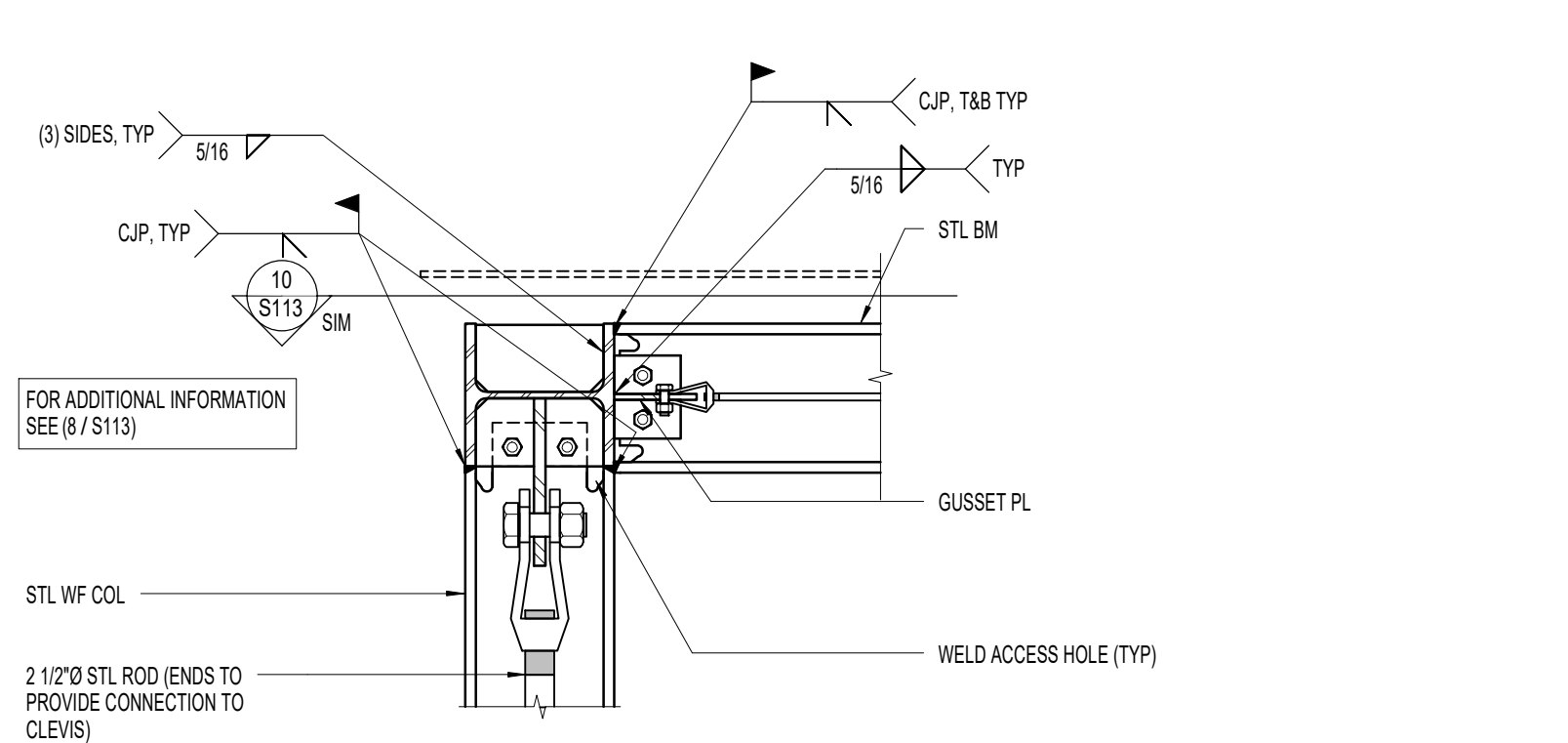
**8 HSS BEAM CONNECTION AT BRIDGE TRUSS TOP CHORD**  
S113 NO SCALE



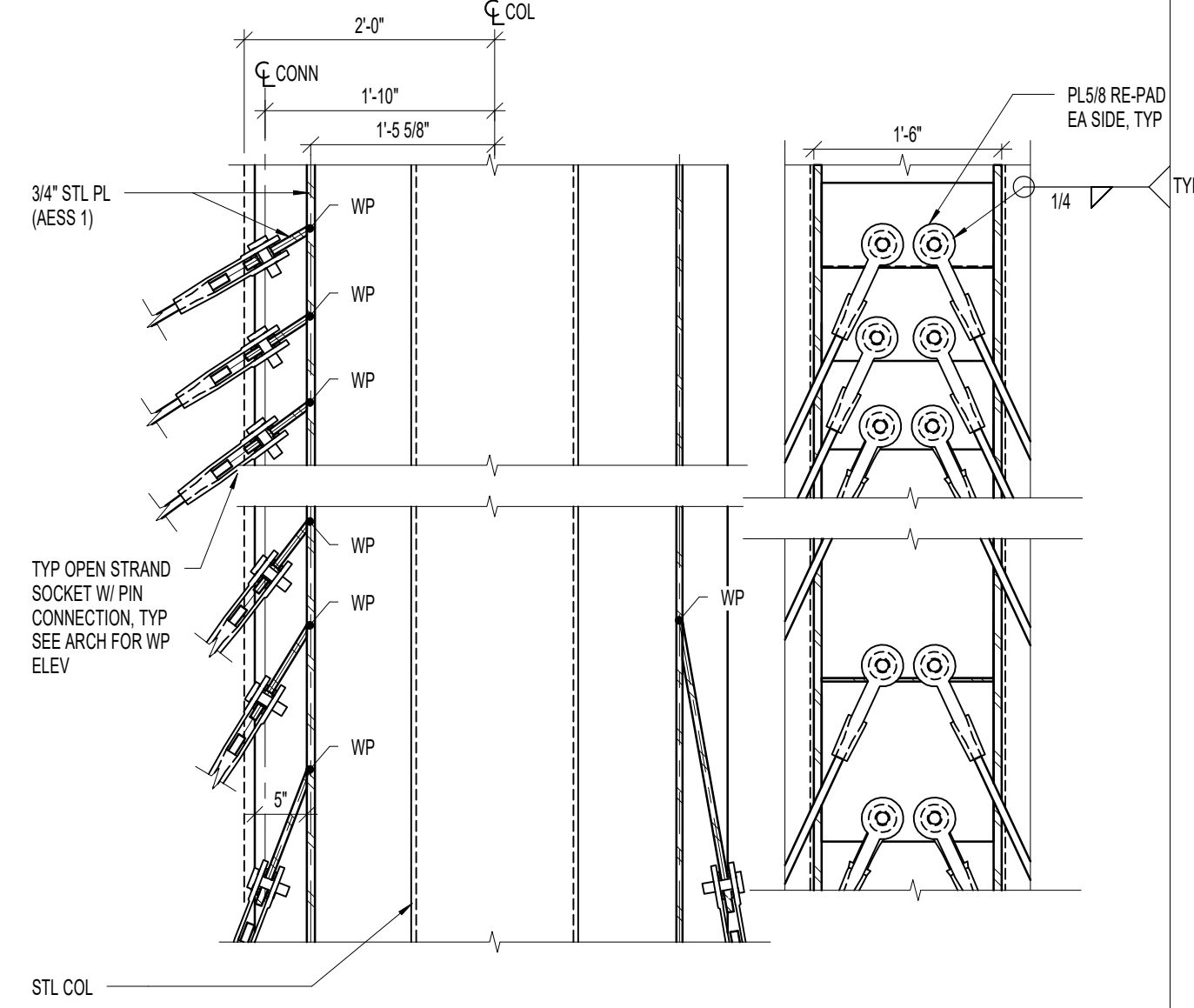
**10 HORIZONTAL BRACES AT BRIDGE TRUSS TOP CHORD**  
S113 NO SCALE



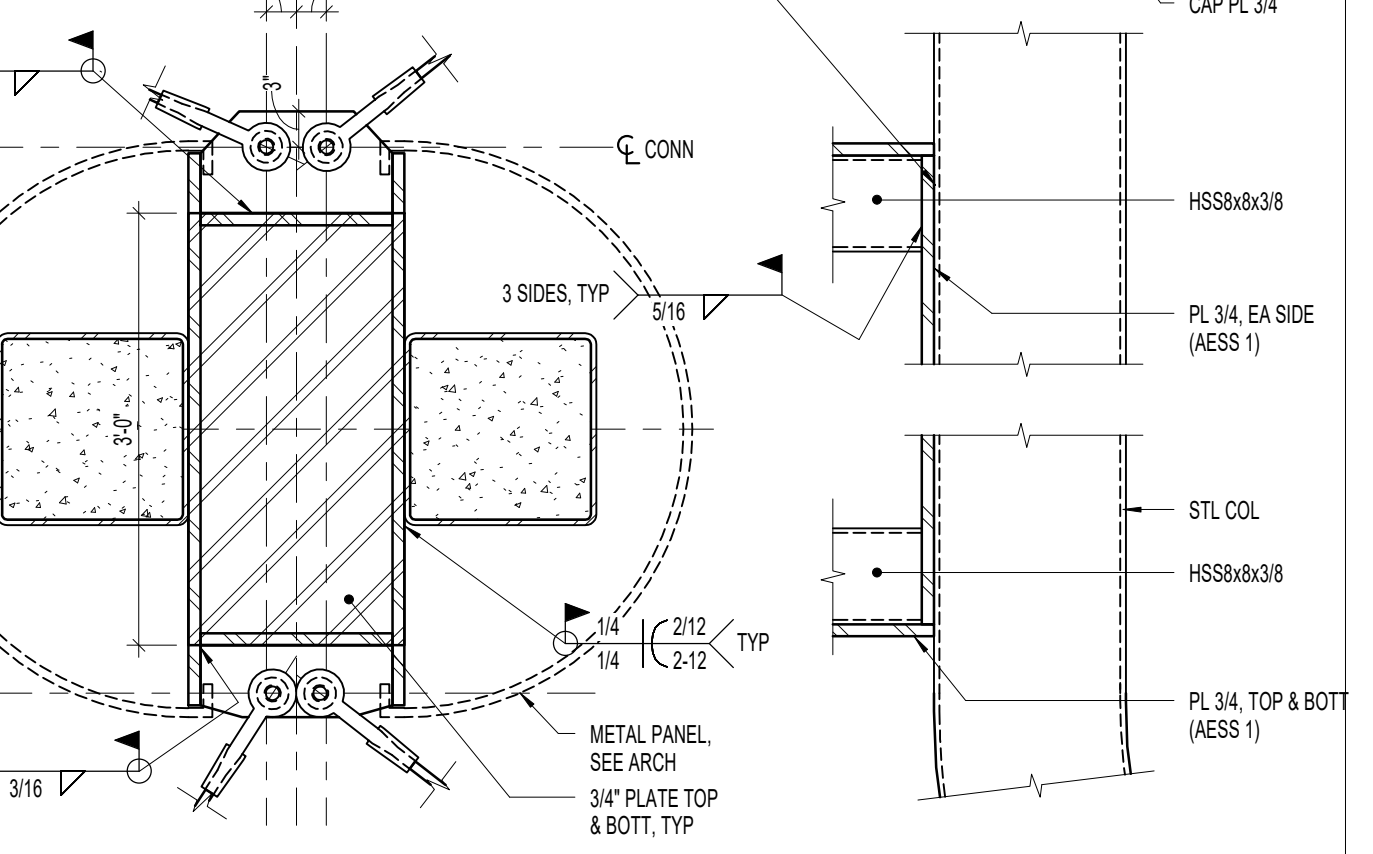
**12 MOMENT CONNECTION AT BRIDGE**  
S113 NO SCALE



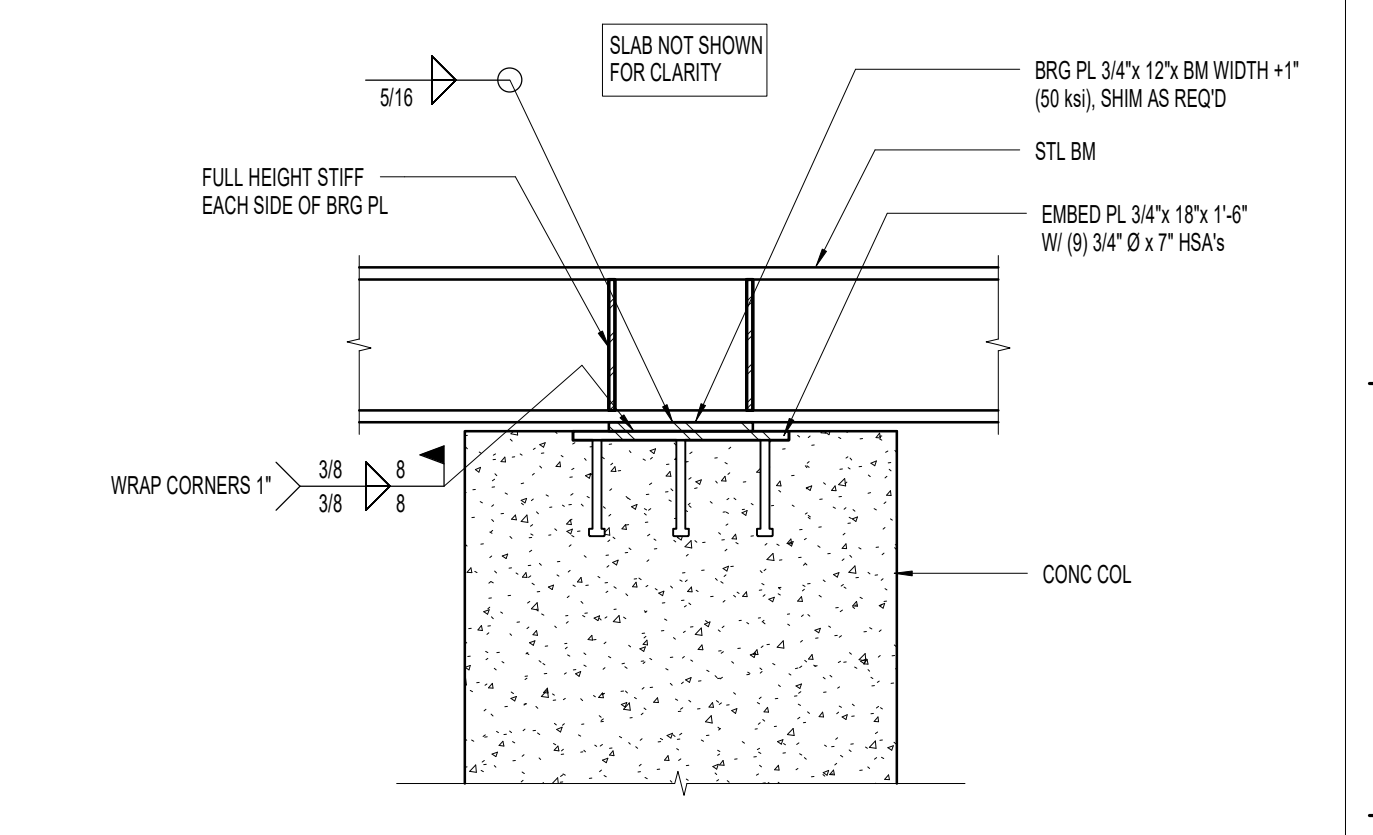
**16 HSS BEAM CONNECTION AT BRIDGE TRUSS TOP CHORD**  
S113 NO SCALE



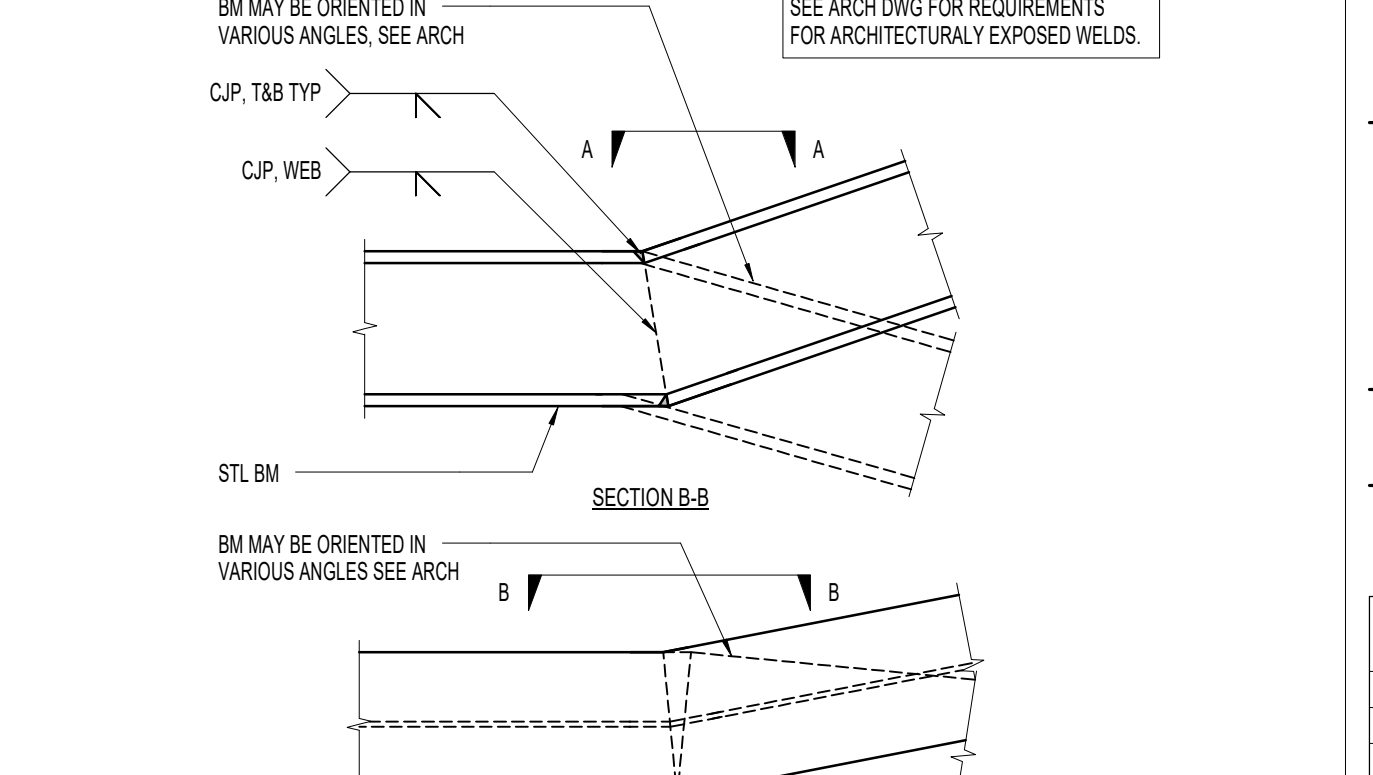
**7 STRAND CONNECTION TO TOP OF COLUMNS**  
S113 NO SCALE



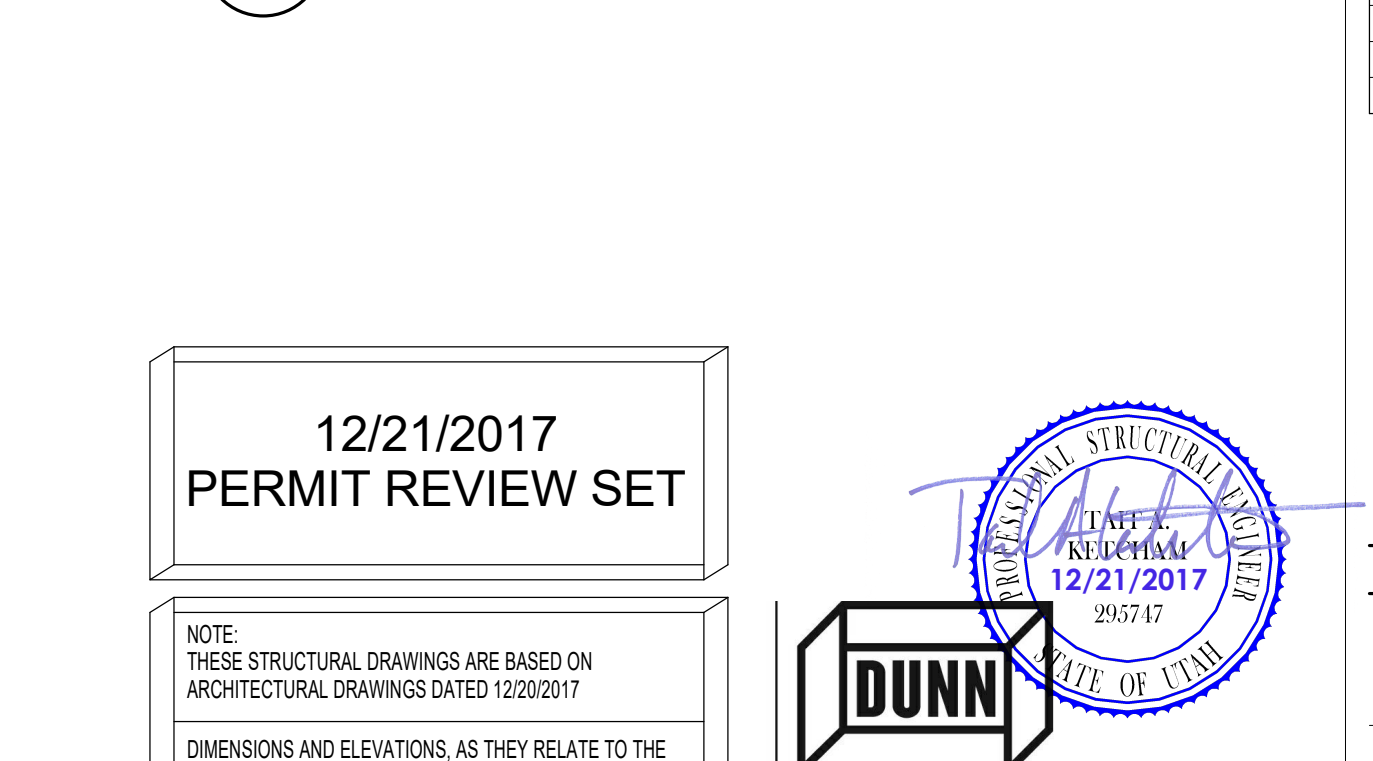
**11 BEAM TO COLUMN CONNECTION AT BRIDGE**  
S113 NO SCALE



**13 BROKEN BACK BEAM WITH ANGLED CONNECTION**  
S113 NO SCALE



**11 BEAM TO COLUMN CONNECTION AT BRIDGE**  
S113 NO SCALE



**13 BROKEN BACK BEAM WITH ANGLED CONNECTION**  
S113 NO SCALE

# FAIRBOURNE STATION OFFICE BUILDING

3550 S. MARKET  
WEST VALLEY CITY, UTAH 84119

#9 EXCHANGE PLACE  
SUITE 1100  
SALT LAKE CITY  
UTAH 84111  
O: 801 531 7600  
F: 801 363 3149

PROJECT ENGINEER TK  
PROJECT MANAGER TK

OWNER'S PROJECT # ###  
DUNN PROJECT # PROJECT #

| # | Description       | Date     |
|---|-------------------|----------|
| 1 | PERMIT REVIEW SET | 12/21/17 |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |
|   |                   |          |

**BRIDGE FRAMING  
ELEVATIONS**

12/21/2017  
PERMIT REVIEW SET

NOTE:  
THESE STRUCTURAL DRAWINGS ARE BASED ON  
ARCHITECTURAL DRAWINGS DATED 12/20/2017

DIMENSIONS AND ELEVATIONS, AS THEY RELATE TO THE  
BUILDING IN GENERAL, IN A GRID TO GRID DIMENSIONS FOR  
DECK BEARING ELEVATIONS, ARE SUPPLIED BY THE  
ARCHITECT. THEY ARE PROVIDED ON THE STRUCTURAL  
PLANS AND DETAILS FOR THE CONVENIENCE OF THE  
CONTRACTOR. VERIFY DIMENSIONS AND ELEVATIONS  
WITH ARCHITECTURAL DRAWINGS.

**DUNN ASSOCIATES, INC.**  
Consulting Structural Engineers

WWW.DUNN-SE.COM  
PH: 801-575-3877

Date 12/21/2017

## S113

EDA ARCHITECTS, INC. - 2014

Page 11 of 11

12/21/2017 10:56:56 AM

## 19-57: Authorize the City to Enter into a First...

|                          |      |
|--------------------------|------|
| Item #:                  |      |
| Fiscal Impact:           | None |
| Funding Source:          | N/A  |
| Account #:               | N/A  |
| Budget Opening Required: | No   |

### **ISSUE:**

Amend Parking Structure Management and Use Agreement for the Parking Structure located at approximately Market Street at 3550 S.

### **SYNOPSIS:**

This amendment shall allow the construction financing for the new Office Tower (also on Market Street at about 3200 South) to be completed.

### **BACKGROUND:**

Parking for the Office Tower is located in the Parking Structure across Market Street. The lender securing the final construction financing for the Office Tower requested an amendment to the Parking Structure Management Agreement in order to protect the Office Tower in the event of bankruptcy or foreclosure.

This amendment requires that the City be notified in the event of foreclosure of the Office Tower as well as a continuation of the Parking Management Agreement in the event of foreclosure of the Office Tower. Further, this amendment states that the City will cooperate in the event of a bankruptcy.

### **RECOMMENDATION:**

Approve Amendment to Parking Structure Management Agreement.

### **SUBMITTED BY:**

Nicole Cottle  
General Council  
Assistant City Manager  
CED Director

**WEST VALLEY CITY, UTAH**

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

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A  
FIRST AMENDMENT TO THE PARKING STRUCTURE  
MANAGEMENT AND USE AGREEMENT.**

**WHEREAS**, West Valley City (hereinafter the “City”), Wasatch Commercial Management Inc, (hereinafter “WCM”) and West Valley Office Holdings, LLC (hereinafter “WVOH”) entered into that certain Parking Structure Management and Use Agreement dated November 28, 2018 (hereinafter the “Agreement”); and

**WHEREAS**, the Agreement sets forth duties and obligations for management of the new Parking Structure located on Market Street in Fairbourne Station; and

**WHEREAS**, the Agreement provides the parking necessary for the new Office Tower also located on Market Street in Fairbourne Station; and

**WHEREAS**, the final construction financing for the Office Tower is underway; and

**WHEREAS**, the lender securing the financing requires an amendment to the Agreement to process the construction loan; and

**WHEREAS**, an amendment has been prepared for execution by and between the City, WCM, and WVOH, copy of which is attached hereto and entitled “First Amendment to Parking Structure Management and Use Agreement” (hereinafter the “Amendment”), 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 Amendment;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Amendment with WCM and WVOH is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Amendment in its final form, provided the final form is materially consistent with the form attached, and subject to approval of the final form of the Amendment by the City Manager and the City Attorney’s Office, for and in behalf of West Valley City.

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

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_

CITY RECORDER

**FIRST AMENDMENT**  
**TO**  
**PARKING STRUCTURE MANAGEMENT AND USE AGREEMENT**

THIS FIRST AMENDMENT TO PARKING STRUCTURE MANAGEMENT AND USE AGREEMENT (the “*Amendment*”), is dated as of the 22<sup>nd</sup> day of May, 2019, by and among WEST VALLEY CITY, a municipal corporation (the “*City*”); WASATCH COMMERCIAL MANAGEMENT, INC., a Utah corporation (the “*Manager*”); and WEST VALLEY OFFICE HOLDINGS, LLC, a Utah limited liability company (the “*Office Tower Owner*”), and constitutes an amendment to that certain Parking Structure Management and Use Agreement dated November 28, 2018, by and among the City, the Manager, and the Office Tower Owner (the “*Parking Structure Agreement*”). Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Parking Structure Agreement.

In consideration of the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Manager, and the Office Tower Owner agree as follows:

1. Section 17(a). The City, the Manager, and the Office Tower Owner hereby agree that Section 17(a) of the Parking Structure Agreement is hereby revoked, and replaced in its entirety with the following:

17. Termination. This Agreement may be terminated only as follows:

(a) Bankruptcy or Foreclosure. In the event that the Office Tower Owner files for bankruptcy during the Term of this Agreement, the City may terminate the rights of the Office Tower Owner and Manager under this Agreement immediately by providing written notice to the Office Tower Owner and Manager. During any such bankruptcy, the City shall provide the Bankruptcy Trustee with continued access to the Parking Structure for the Office Tower tenants, and will work in good faith with the Bankruptcy Trustee and/or a successor owner on a new parking agreement. In the event that the adjacent office tower owned by the Office Tower Owner (the “*Office Tower*”) is foreclosed upon, this Agreement shall not terminate due to such foreclosure and the City shall receive a copy of the Notice of Default within 24 (hours) of recording in accordance with Exhibit A-1 to this Amendment.

2. References. All references in the Parking Structure Agreement to the “*Agreement*” shall mean the Parking Structure Agreement, as amended by this Amendment.

3. Full Force and Effect. Except as expressly modified by this Amendment, all other terms and conditions of the Parking Structure Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**THE CITY:**

WEST VALLEY CITY

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

ATTEST:

\_\_\_\_\_  
Nicole Camac, City Recorder

Approved as to form:

\_\_\_\_\_  
J. Eric Bunderson  
West Valley City Attorney

**OFFICE TOWER OWNER:**

WEST VALLEY OFFICE HOLDINGS, LLC  
A Utah Limited Liability Company

By \_\_\_\_\_  
Dell Loy Hansen, Manager

**MANAGER:**

WASATCH COMMERCIAL MANAGEMENT, INC.  
A Utah Corporation

By \_\_\_\_\_  
Anita Lockhart, COO