The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, July 16, 2019, at 4:00 PM, in the Multi-Purpose Room, 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. Travel to Centennial Park Located at 5405 West 3100 South at Approximately 4:00 PM

   A. Bike Pump Track Ribbon Cutting and Event Program

4. Return to City Hall and Reconvene the Study Meeting at Approximately 5:15 PM (or As Soon As Possible) in the Multi-Purpose Room Located at 3600 South Constitution Blvd.

5. Approval of Minutes:

   A. July 9, 2019

6. Review Agenda for Regular Meeting of July 16, 2019

   A. Regular Meeting Agenda

- 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.

7. Awards, Ceremonies and Proclamations Scheduled for July 23, 2019

   A. A Proclamation Declaring August as "Neighborhood Nights" Month and August 6, 2019 as "National Night Out 2019" in West Valley City

8. Resolutions:

   A. 19-92: Approve the Purchase of Twenty Five (25) Vehicles from Young Ford

   B. 19-93: Approve the Purchase of Four (4) Vehicles from Young Toyota

   C. 19-94: Authorize the Execution of a General License Agreement Between West Valley City and Utah Transit Authority for the Completion of the Winton Street Sidewalk Project

9. Communications:

   A. Parking Ordinance Presentation

   B. Council Calendar

10. New Business:

   A. Potential Future Agenda Items

      A. Council Suggestions

      B. HOA's and Enforcement

C. Accessory Dwelling Units

B. Council Reports

C. Review Agenda for Special Redevelopment Agency Meeting Scheduled July 23, 2019

A. Special RDA Meeting Agenda- Draft

11. Motion for Closed Session (if necessary)

12. Adjourn

AGENDA

Program Begins at 4:15 PM

Welcome and Introduction of Mayor Bigelow – Nancy Day, Parks and Recreation Director

Comments – Mayor Bigelow

Comments- Nancy Day, Parks and Recreation Director

Ribbon Cutting- Mayor Bigelow, City Council, Citizens/Users

Demonstration – Bicycle Group

Mayor Bigelow and the City Council will be transported to the Pickleball Court Complex to briefly see the courts in use before returning to City Hall.

MINUTES OF COUNCIL STUDY MEETING – JULY 9, 2019
-1-

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, JULY 9, 2019, AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4 *(arrived as noted)*

ABSENT:

Lars Nordfelt, Councilmember At-Large

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Ryan Robinson, Acting City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Layne Morris, CPD Director
Russ Willardson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
John Rock, Administration
Andrew Wallentine, Administration
Steve Pastorik, CED
Jason Erekson, Parks and Recreation
Jerry Thompson, CED

APPROVAL OF MINUTES OF STUDY MEETING HELD JULY 2, 2019

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The Council considered the Minutes of the Study Meeting held July 2, 2019. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Study Meeting held July 2, 2019. Councilmember Huynh seconded the motion.

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

REVIEW AGENDAS FOR REGULAR CITY COUNCIL MEETING OF JULY 9, 2019

Councilmember Fitisemanu arrived at 4:35 PM.

Councilmember Lang detailed concerns she had noted in the Parking Ordinance. The Mayor and Council discussed the proposed ordinance in further detail including the time for appeal, issuing citations on private property for expired vehicles, citations in snowy weather, unloading and loading of trailers and the amount of time the ordinance allows for this, etc.

Upon inquiry by Mayor Bigelow, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council Meeting scheduled later this night.

PUBLIC HEARINGS SCHEDULED FOR JULY 16, 2019

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION GP-1-2019, FILED BY WEST VALLEY CITY, REQUESTING AN AMENDMENT TO THE WEST VALLEY CITY GENERAL PLAN TO UPDATE THE CITY'S MODERATE INCOME HOUSING PLAN**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 16, 2019, in order for the City Council to hear and consider public comments regarding application GP-1-2019, filed by West Valley City, requesting an amendment to the West Valley City General Plan to update the City's Moderate Income Housing Plan.

Proposed Ordinance 19-21 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 19-21, ADOPT THE 2019 MODERATE INCOME HOUSING PLAN AS PART OF THE WEST VALLEY CITY GENERAL PLAN

Steve Pastorik, CED, discussed proposed Ordinance 19-21 that would adopt the

2019 Moderate Income Housing Plan as part of the West Valley City General Plan.

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

> During the 2018 and 2019 general sessions, the Utah legislature passed HB 259 and SB 34. Both bills modified requirements for municipalities' moderate income housing plans as well as reporting. The purpose of this General Plan amendment is to update the City's Moderate Income Housing Plan to bring it into compliance with State code. Compliance is required by State code by December 1, 2019.
>
> The most significant changes include:
> - requiring municipalities to implement three or more (four or more for municipalities with fixed guideway public transit stations) of the 23 strategies listed in State code,
> - withholding transportation funding from those municipalities that fail to adopt a moderate income housing plan or fail to implement the requirements of the moderate income housing plan and
> - increasing the reporting frequency from biennially to annually.
>
> Key points from the attached 2019 update to the City's Moderate Income Housing Plan are as follows:
> - Despite rent and value increases, West Valley City continues to be one of the most affordable municipalities in Salt Lake County with 2/3rds of the City's housing units being affordable to low income households.
> - The City has already implemented 19 of the 23 strategies recommended by the State.
> - The City plans to continue to use 18 of the 23 strategies recommended by the State in the following situations:
>   - to preserve and maintain existing affordable housing,
>   - to redevelop blighted multi-family residential with higher density residential and
>   - to build new multi-family residential near light rail transit stations.

Councilmember Fitisemanu asked who the enforcing body is. Steve replied Workforce Services. Upon inquiry, Steve explained what criteria the City meets, why the City is updating the plan, and discussed the number of moderate income homes in the City. He indicated the City already meets the qualifications required

by the Code and is simply updating the plan to meet Legislative changes needed by December 2019.

The City Council will consider Ordinance 19-21 at the Regular Council Meeting scheduled July 16, 2019 at 6:30 P.M.

RESOLUTION 19-89: EXPRESS THE CITY COUNCIL'S SUPPORT FOR AND COMMITMENT TO THE VETERANS HALL AND PARK

Wayne Pyle, City Manager, and Jake Arslanian, Public Works, presented proposed Resolution 19-89 that would Express the City Council's Support For and Commitment to the Veterans Hall and Park.

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

> This resolution expresses the City's support for the location of the Veterans Hall, authorizes a grant agreement, and indicates the City's willingness to work with the Veterans Hall Foundation to raise funds necessary to obtain grant funding and to complete the project.
>
> The Utah Cultural Celebration Center offers a variety of arts and cultural programming administered by the Division of Arts and Culture. The Veterans Hall Foundation is in the process of raising funding to establish a Veterans Hall to commemorate the service of veterans of the armed forces and to highlight their experiences at a facility within the City. This resolution establishes the City's support for the location of the facility and commitment to administer the facility, which is a necessary step to obtain certain grant funding administered by the County.

Jake Arslanian detailed the proposed concept, budget, plan, etc. Councilmember Huynh stated that there have been events at the Family Fitness Center that have honored Veterans recently and questioned if there will be space to do that here in the future. Jake replied that there is a space to accommodate traveling exhibits that is being proposed and indicated where this would be located. Mayor Bigelow stated that most of the building is designed as one story with high ceilings but the second floor could be used as a mechanical area. He added that he would like to clarify that the City is asking for the money from the County because this process must be conducted by a governmental entity. Mayor Bigelow stated that the Foundation is continuing to get donations and funding to pay for the building and will continue to do so. Councilmember Huynh asked if maintenance funds will also come from the County. Jake replied that requests for this will occur at later phases.

Councilmember Buhler stated he is excited to see this project progress and is looking forward to this amenity being provided by the City. Members of the Council agreed.

The City Council will consider Resolution 19-89 at the Regular Council Meeting scheduled July 9, 2019 at 6:30 P.M.

RESOLUTION 19-90: AWARD A CONTRACT TO BLACK FOREST PAVING LLC FOR CONSTRUCTION OF THE 6750 WEST PROJECT

Russ Willardson, Public Works Director, presented proposed Resolution 19-90 that would award a contract to Black Forest Paving LLC for construction of the 6750 West Project.

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

> Bids were opened for the project on July 2, 2019. A total of three (3) bids were received. The lowest responsible bidder was Black Forest Paving.
>
> 6750 West (Parkway Court) is a new road being built to accommodate access to the new West Valley City Parks Department maintenance building and will serve as improved access to Magna Water as well a few residential properties that use the existing paved private street for access. Magna Water will be sharing in the construction costs for the new road.
>
> Black Forest Paving was the lowest responsible bidder. It is recommended that the project be awarded to Black Forest Paving.

Councilmember Lang asked if the road is currently paved. Russ replied it is. Councilmember Lang asked if existing paving will be removed before the new road is constructed. Russ replied yes. Councilmember Lang asked if there will be curb and gutter. Russ replied yes and added that there will be a cul-de-sac at the entrance to the Parks Building. Councilmember Lang asked if the road will be constructed once all the heavy construction on the building is done. Russ replied yes. Councilmember Lang asked if Magna Water will need to close for a time. Russ replied the City has asked this question and Magna Water said they do not see this as a problem.

The City Council will consider Resolution 19-90 at the Regular Council Meeting scheduled July 16, 2019 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR JULY 16, 2019

A. RESOLUTION 19-91: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND

RIGHT OF WAY EASEMENT WITH AND FROM JD DEVELOPMENT, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 5696 WEST 3500 SOUTH

Mayor Bigelow discussed proposed Resolution 19-91 that would authorize the City to enter into a Right of Way Contract and accept an Underground Right of Way Easement with and from JD Development, LLC for property located at approximately 5696 West 3500 South.

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

> The JD Development LLC parcel located at 5696 West 3500 South (former Dairy Queen site) is one of several parcels affected by this project and which require acquisitions Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project will be constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, the City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the Underground Right of Way Easement and improvements is $2,000.00 based upon the compensation estimate prepared by the DH Group, LLC.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will consider Resolution 19-91 at the Regular Council Meeting scheduled July 16, 2019, at 6:30 P.M.

COMMUNICATIONS

A. ELECTRICAL HOOKUPS FOR FOOD TRUCKS AT FAIRBOURNE STATION

Jason Erekson, Parks and Recreation, presented a diagram and explained various proposals summarized as follows:

- The Parks and Recreation Department has been asked to review the electrical options at the Promenade to reduce the use of food truck generators, which could contribute to noise pollution during events. As part of this assignment, parks and recreation leadership consulted with the Food Truck League, a West Valley City electrician and an electrical contractor.

According to Taylor Harris of the Food Truck League (FTL), West Valley City meets typical electrical standards and is set up similarly to most sites. Trucks generally require 220v power. FTL requires quiet generators with few exceptions. The league has not received noise complaints for any event their members have attended.

- Assessment
  - There are currently 3 power pedestals in the promenade with 100 amps each.
  - There are 24 electrical "trees," with 110v power to each.
  - There are 3-4 "trees" per breaker in 3/4" conduit

- Option 1
  - Cost: $45,000 - $50,000
    - Switch from 24 outlets with 110v to 6 220v and 3 110v outlets.
    - Replace ¾" conduit with 1 ½" conduit to each 220v outlet location
    - Pedestal will need to be installed at every other 220v location
    - Because each outlet uses 40 amps, we will get two 220 v outlets per pedestal, leaving only 20 amps available for 110 v power
    - Requires tear out and replace concrete.

- Option 2
  - Cost: $50,000 - $55,000.00
    - Pull power from meter panel
    - More power available
    - It's possible to keep many of the 110v outlets
    - Concrete will have to be removed and replaced.

- Option 3
  - Cost: $80,000 to $85,000
    - Pull power from future Leventhal property park
    - Will need to install a large transformer at an estimated cost of $20K

Councilmember Buhler clarified that option 2 and option 3 are equivalent in amount of power but there is a cost factor. Wayne replied yes and stated that the City would suggest option 3 but added that would also take the longest amount of time, likely several years. Councilmember Lang asked why the City couldn't put a transformer along the sidewalk with a wrap on it. Wayne replied that this would definitely stick out and would take from the appeal of the area. Mayor Bigelow stated that people would adjust in time. Wayne discussed integrating various future projects in the

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area as well. Councilmember Huynh asked if there is a demand. Wayne replied no and indicated that noise is common with food truck generators but doesn't deter visitors. He indicated that he wouldn't be opposed to this but there is a financial cost that doesn't create a significant benefit at this time. Councilmember Buhler stated he would prefer to keep option 3 in mind and wait to see how things play out with this property. He added that quieter generators may become more common and necessary. Councilmember Fitisemanu agreed. Councilmember Huynh asked if the City designates the location of specific food trucks. Jason replied that the food truck league does this, not the City. Wayne and the Council discussed trends.

B. COUNCIL CALENDAR

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Nichole Camac, City Recorder, indicated that there is a field trip scheduled next week and the Study Meeting will begin at 4 PM and then a bus will take the Council to Centennial Park. She added that another Field Trip is scheduled the following week to Fire Station 71 and that meeting will begin at 3:30 PM and a bus will take the Council there as well.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Council Suggestions

Councilmember Fitisemanu stated he had questions regarding needing borders for gravel borders. The Council discussed gravel borders when gravel driveways are next to each other, etc. Councilmember Lang asked how long gravel driveways were prohibited in the ordinance. She indicated that she would like to investigate a potential ordinance change for gravel to gravel driveway and borders. Mayor Bigelow indicated that maintenance is important.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN- HIGHBURY BLOCK PARTY, CONCERT AT CULTURAL CENTER, SOLOMON FARMS BREAKFAST

Councilmember Christensen stated he attended the Highbury block party and fireworks show which was well done. He indicated that he attended a wonderful concert at the Cultural Center and had a great time. Councilmember Christensen also added that he attended the Solomon Farms neighborhood breakfast which was a fun and well attended event. Mayor Bigelow stated that the Highbury block party has grown to such a large, successful event and questioned whether the City should

be more involved. Councilmember Lang stated that she feels the City shouldn't become overly involved in neighborhood parties. Councilmember Buhler indicated that if Highbury asked for assistance because their event got too large, the City could partner with them.

MOTION TO ADJOURN
Upon motion by Councilmember Buhler, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JULY 9, 2019 WAS ADJOURNED AT 6:04 PM BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, July 9, 2019.

_____
Nichole Camac, CMC
City Recorder

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The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 16, 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. July 9, 2019

6. Comment Period:

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

   A. Public Comments

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is 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.

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application GP-1-2019, Filed by West Valley City, Requesting an Amendment to the West Valley City General Plan to Update the City's Moderate Income Housing Plan

Action: Consider Ordinance 19-21, Adopt the 2019 Moderate Income Housing Plan as Part of the West Valley City General Plan

8. Resolutions:

A. 19-90: Award a Contract to Black Forest Paving LLC for Construction of the 6750 West Project

9. Consent Agenda:

A. Reso. 19-91: Authorize the City to Enter into a Right of Way Contract and Accept an Underground Right of Way Easement With and From JD Development, LLC for Property Located at Approximately 5696 West 3500 South

10. Motion for Closed Session (if necessary)

11. Adjourn

WEST VALLEY CITY, UTAH

A PROCLAMATION DECLARING AUGUST AS "NEIGHBORHOOD NIGHTS" MONTH AND AUGUST 6, 2019, AS "NATIONAL NIGHT OUT 2019" IN WEST VALLEY CITY.

WHEREAS, West Valley City strives to reinforce the importance of Crime Prevention awareness in the City; and

WHEREAS, Crime Prevention events have been planned throughout the month of August; and

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 6, 2019 entitled "National Night Out"; and

WHEREAS, the "36th Annual National Night Out" provides a unique opportunity for West Valley City to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program; and

WHEREAS, the Mayor and City Council of West Valley City, do hereby determine that it is essential that all citizens of West Valley City be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in West Valley City.

NOW, THEREFORE, the Mayor and City Council of West Valley City do hereby proclaim August as "Neighborhood Nights" month and August 6, 2019, as "National Night Out 2019" in West Valley City and encourage residents to participate in the various activities taking place though out the City in the month of August.

DATED this _____ day of _____, 2019.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

Item #:	
Fiscal Impact:	Not to exceed $880,000
Funding Source:	Light Vehicle Replacement
Account #:	45-9620-40730-00000-0000
Budget Opening required:	

ISSUE:

Authorization the purchase of twenty-five (25) vehicle from the 2019/20 light vehicle replacement list.

SYNOPSIS:

This resolution authorizes the purchase of twenty-five (25) vehicle from Young Ford.

BACKGROUND:

The City has decided to purchase eleven (11) Ford Interceptor Hybrid SUV that will be used by the police department patrol division. In addition, the City will be purchasing ten (10) F-150 and two (2) F-550 and two (2) F-350. The above listed vehicles will be used by the following departments: Public Works, Fire, Community & Economic Development, and Parks Department. Young Ford has a State contract (AV2529) to sell Ford vehicles.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
2	Ford F-550 Reg Cab & Chassis	$37,108.00
1	Ford F-350 Reg Cab & Chassis	$28,656.00
1	Ford F-350 Reg Cab	$28,244.00
11	Ford Interceptor Hybrid SUV	$37,897.00
5	Ford F-150 Super Cab	$30,013.00
4	Ford F-150 Crew Cab	$32,348.00
1	Ford F-150 Crew Cab	$47,697.00
	TOTAL	$875,137.00

Replaced Vehicle	Make Model Year	Miles
25	PLEASE SEE ATTACHMENT	

RECOMMENDATION:

Approve purchase of twenty-five (25) vehicles from Young Ford.

SUBMITTED BY:

Eric Madsen, Fleet Manager.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TWENTY FIVE (25) VEHICLES FROM YOUNG FORD.

WHEREAS, West Valley City wishes to replace twenty five (25) vehicles on the Light Vehicle Replacement List for use by various City departments; and

WHEREAS, West Valley City desires to purchase the vehicles from Young Ford; and

WHEREAS, Young Ford has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Young Ford is within price parameters and meets the City's needs; 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 purchase said vehicles;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase twenty five (25) vehicles from Young Ford for an amount not to exceed $880,000.00, and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

ICN #	Miles	Year	Make	Models	Dept.	Re Models	Price.	Upfitting.	Disposition
711373	105604	2010	Ford	Crown Vic	Police	Hybrid Explorer	$37,897	$10,000	Auction
710722	68000	2000	Ford	E-350	Police	Hybrid Explorer	$37,897	$10,000	Auction
711404	92365	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711401	92059	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711409	87659	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711407	85332	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711435	90918	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711405	83000	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711450	91598	2013	Ford	Interceptor Sedan	Police	Hybrid Explorer	$37,897	$10,000	Line-Car
711429	96344	2014	Ford	Interceptor SUV K/9	Police	Hybrid Explorer	$37,897	$12,000	Auction
711433	98398	2014	Ford	Interceptor SUV K/9	Police	Hybrid Explorer	$37,897	$12,000	Auction
731139	72114	2010	Ford	Ranger	Fire	F-150	$30,013	$3,000	Auction
731160	60747	2012	Ford	F-150	Fire	F-150	$32,348	$7,000	Facilities
731161	77537	2012	Ford	F-150	Fire	F-150	$32,348	$7,000	Facilities
731194	78231	2013	Ford	F-150	Fire	F-150	$32,348	$4,000	Facilities
731477	84110	2014	Ford	F-150	Fire	F-150	$47,697	$4,000	Fire Line car
741110	70000	2009	Ford	F-150	CED/BI	F-150	$30,013	$3,000	Parks
751030	79440	2007	Toyota	Tacoma	Public Work	F-150	$30,013	$3,000	Parks
751107	10000	2009	Ford	F-150	Public Work	F-150	$30,013	$3,000	Auction
751137	94660	2010	Ford	F-150	Public Work	F-150	$30,013	$3,000	Parks
751162	82714	2012	Ford	F-150	Public Work	F-150	$32,348	$3,000	Parks
780795	37416	2001	Dodge	Ram 2500	Parks	F-550	$37,108	$17,770	Auction
781004	29644	2006	Ford	F-250	Parks	F-350	$28,656	$17,770	Auction
781114	74928	2009	Ford	F-350	Parks	F-350	$28,244	$3,000	Auction
781115	32189	2009	Ford	F-550	Parks	F-550	$37,108	$17,770	Auction
							$875,140	$210,310	$1,085,450

ICN #	Miles	Year	Make	Models	Dept.	Re Models	Price.	Upfitting.	Disposition
711358	101539	2011	Toyota	Camry Hybrid	Police	Camry Hybrid	$25,638	$3,000	Line-Car
711354	113249	2011	Toyota	Camry Hybrid	Police	Camry Hybrid	$25,638	$3,000	Line-Car
711350	98169	2011	Toyota	Camry Hybrid	Police	Camry Hybrid	$25,638	$3,000	Line-Car
711351	117875	2011	Toyota	Camry Hybrid	Police	Camry Hybrid	$25,638	$3,000	Line-Car
							$102,552	$12,000	$114,552

Item #:	
Fiscal Impact:	Not to exceed $103,000.00
Funding Source:	Light vehicle replacement
Account #:	45-9620-40730-00000-0000
Budget Opening Required:	

ISSUE:

Authorization of replacement vehicle purchases from the 2019/20 Light Vehicle Replacement List.

SYNOPSIS:

This resolution authorizes the purchase of four (4) vehicles from Young Toyota. The vehicles will be utilized by the police department (Investigation Division).

BACKGROUND:

The City has selected Young Toyota as the supplier of four (4) vehicles.
Young Toyota has the State contract (AV2531).

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
4	Toyota Camry Hybrid LE	$25,638.00
	TOTAL	$102,552.00

Following are the vehicles being replaced:

Replaced Vehicle	Make Model Year	Miles
711358	Toyota Camry 2011	101539
711354	Toyota Camry 2011	113249
711351	Toyota Camry 2011	98169
711356	Toyota Camry 2011	117875

RECOMMENDATION:

Approve purchase of four (4) replacement vehicles from the Light Vehicle Replacement List.

SUBMITTED BY:

Eric E Madsen, Fleet Manager.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) VEHICLES FROM YOUNG TOYOTA.

WHEREAS, West Valley City wishes to replace four (4) vehicles on the Light Vehicle Replacement List for use by the Police Department; and

WHEREAS, West Valley City desires to purchase the vehicles from Young Toyota; and

WHEREAS, Young Toyota has been awarded the State Contract to supply said vehicles; and

WHEREAS, the price awarded to Young Toyota is within price parameters and meets the City's needs; 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 purchase said vehicles;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase four (4) vehicles from Young Toyota for an amount not to exceed $103,000.00, and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Pricing Simulator

Simulation Date:	09/05/2018
Performed By:	JEFF HEILESON : YOUNG TOYOTA/FLEET
Program Code:	H7 - GOVERNMENT PROGRAM
Model Year:	2019
Model:	2559 CAMRY HYBRID HYBRID LE SEDAN - ECVT - Continously Variable
Destination:	Utah
Delivery Window:	10/02/2018 - 08/31/2019

Standard Features

MECHANICAL & PERFORMANCE

- Hybrid Synergy Drive System
- 2.5L Dynamic Force 4-Cyl DOHC 16V D-4S Dual Injection w/Dual VVT-i Engine
- Hybrid System Net Power: 208 hp
- Electronic Continuous Var Tran (ECVT) w/Sequential Shift Mode
- EV, Normal, Sport & Eco Modes
- Battery Type: Lithium Ion

SAFETY & CONVENIENCE

- Toyota Safety Sense P: Pre-Collision Sys w/Pedestrian Detection, Full-Speed Range Dynamic Radar Cruise Control, Lane Departure Alert w/Steering Assist, Automatic High Beams
- Star Safety System: VSC, TRAC, ABS, Elect Brake-Force Distribution, Brake Assist(BA) & Smart Stop Technology (SST)
- LATCH-Lower Anchor & Tether for CHildren
- Whiplash-Injury-Lessening Front Seats
- Ten Airbags

EXTERIOR

- 16" Steel Wheels with P205/65R16 tires
- Bi-LED Combination Headlights w/Auto On/Off Feature
- LED DRLs w/On/Off Feature
- Color-Keyed Power Outside Mirrors

INTERIOR

- Entune 3.0 Audio w/App Suite 7" Touch Screen, 6 Speakers, HandsFree Bluetooth Phone/Music, USB Media Port, Siri Eyes Free, Apple CarPlay Compatible
- Fabric Trimmed Heated Seats w/8-Way Power Driver Seat w/Lumbar Support
- Steering Wheel w/Audio and Bluetooth Hands-Free Phone & Voice Command Cntrls
- Backup Camera w/Projected Path
- 4.2" TFT Multi-Information Display
- Tire Pressure Monitor System
- Smart Key System w/Push Button Start
- Dual-Zone Auto Climate Control
- Electric parking brake

NOTE: Standard features are based on information available when this page was posted and are subject to change without notice.

Factory Accessories

FE	50 State Emissions	NA

Post Production Options

2T	All Weather Floor Liners/Cargo Tray	$ 170
EF	Rear Bumper Applique	$ 39

Est. Dealer Price per Unit*

Base Price:	$ 25,054.00
Accessories:	$ 209.00
Fleet Credit:	($ 563.00)
H7 Credit:	($ 1,000.00)
Fuel Charge:	$ 16.00
Sub-total:	$ 23,716.00
DPH:	$ 920.00
FR & HB:	$ 845.00
Price Adjustment:	○ Plus ◉ Minus $ 845
Total Est. Price*:	**$ 24,636.00**

NOTE:
1) If you have selected a Special Color Paint, an additional charge of up to $500 will be added to your invoice. Please check the Price Guide for current pricing. Special Colors currently include: 0070 - Blizzard Pearl, 03T3 - Ruby Flare Pearl, 0082 - Moonglow, 037J - Whiteout, 0K1X - Halo, 04X3 - Tangerine Splash Pearl, 2NS - Crushed Ice/Black Sand Pearl, 2NU - Barcelona Red Metallic/Black Sand Pearl, 03T7 - Hypersonic Red, 0089 - Wind Chill Pearl, 02PS - Mid Blk Metallic/Wind Chill Pearl and 0792 - Tide Pool Pearl.
2) All information on this website is based on data available at time of posting, is subject to change without notice and pertains specifically to continental U.S.A. vehicles only.
3) Pricing for Post Production Options installed by the manufacturer. Actual prices for dealer installed accessories may vary. Please see your local Toyota dealer for pricing. Prices and product availability are subject to change without notice.

* Dealer Price Excludes taxes, license, title and available or regionally required equipment. Actual dealer price may vary. Pricing, specifications, standard features and available equipment are based on information available when this page was posted and are subject to change without notice. PPO Pricing represents TMS pricing and may vary from SET and GST pricing.
** DPH (Delivery, Processing and Handling Fee) Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure. Toyota may make a profit on the Delivery, Processing and Handling Fee.

State Contract #AV2531
Contract Order Price:
Vehicle Cost $ 24,636.00
State Admin Fee 61.59
Total Cost $ 24,697.59

(1) 2019 Available at the same price you paid before. It is Galactic Aqua with a tan interior

2020 Model Year Price
25,638

Item #:	
Fiscal Impact:	S1,592.00
Funding Source:	Class C Roads
Account #:	
Budget Opening Required:	No

ISSUE:

Approval and authorization of a General License Agreement for Pedestrian Walkway.

SYNOPSIS:

The Utah Transit Authority (UTA) has prepared a General License Agreement for Pedestrian Walkway between UTA and West Valley City for properties located at 2505 S. Winton Street (15-23-326-006, 15-23-326-007 and 15-23-326-009.

BACKGROUND:

The Utah Transit Authority is requiring a General License Agreement for Pedestrian Walkway between UTA and West Valley City, as Licensee for the Winton Street Sidewalk Project. This project scheduled for construction in 2019 will include construction of curb, gutter, sidewalk and textured colored concrete across portions of properties owned by UTA. The project also crosses the UTA Trax line at 1070 West Parkway Avenue and will include a six-foot wide sidewalk along the Parkway Avenue and Winton Street frontages of property owned by the Utah Transit Authority. This project will provide a pedestrian walkway from the existing mosque at the end of Parkway Avenue to the Islamic Cemetery at the south end of Winton Street.

RECOMMENDATION:

Accept General License Agreement for Pedestrian Walkway and authorize the Mayor to execute said agreement (two originals) for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A GENERAL LICENSE AGREEMENT BETWEEN WEST VALLEY CITY AND UTAH TRANSIT AUTHORITY FOR THE COMPLETION OF THE WINTON STREET SIDEWALK PROJECT.

WHEREAS, West Valley City desires to provide for the completion of curb, gutter, and sidewalk as part of the Winton Street Sidewalk Project (the "Project"); and

WHEREAS, portions of the Project will require the construction of improvements on property owned by Utah Transit Authority (hereinafter, "UTA"); and

WHEREAS, UTA desires to permit the construction of said improvements; and

WHEREAS, an agreement has been prepared for execution by and between the City and UTA, a copy of which is attached hereto and entitled "General License Agreement" (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

GENERAL LICENSE AGREEMENT FOR PEDESTRIAN WALKWAY
(Interlocal Municipal Form)

UTA Contract # WV/S/6585/PT
Mile Post: WV 1.79
Latitude: 40.717551
Longitude: -111.924027
West Valley City, Utah

THIS GENERAL LICENSE AGREEMENT FOR PEDESTRIAN WALKWAY (the "Agreement") is made and entered into as of the _____ day of _____, 2019 **(to be dated after the final executing signature by UTA)**, by and between UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and West Valley City Corporation, a political subdivision of the state of Utah, with a principal address of 3600 South Constitution Blvd, West Valley City, UT 84119 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as West Valley Light Rail Line (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Licensee intends to install and maintain a paved pedestrian walkway and crossing improvements that will extend along Parkway Avenue crossing the Right of Way at approximately Mile Post 1.79 and parallel heading westerly approximately 360 feet along Winton Street (the "Pedestrian Walkway) in West Valley City, Utah; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pedestrian Walkway.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pedestrian Walkway (or any improvements to the Pedestrian Walkway) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, , restoration or rehabilitation of the Pedestrian Walkway (or any improvements to the Pedestrian Walkway) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is (801) 562-1229. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 "Freight Operator" means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 "Governmental Authority" means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental Law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any Environmental Law.

1.6 "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term "Losses" shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement judgements, interest or other costs excluded from Licensee's indemnification obligations and assumed by UTA pursuant to Section 8.1 and 8.2 of this Agreement.

1.7 "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pedestrian Walkway (or any improvements to the Pedestrian Walkway) in or otherwise materially affecting the Right of Way.

1.8 "Mater Interlocal Agreement" means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA's rights of way are situated.

1.9 "Party" and "Parties" mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.11 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.12 "UTA System" means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.13 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.14 Pedestrian Walkway" means the concrete ADA compliant sidewalk and pedestrian signal headsto be installed and maintained by Licensee pursuant to this Agreement and located on and across the Right of Way at Mile Post WV 1.79 (Latitude 40.717551, Longitude -111.9724027) on the West Valley Light Rail Line in West Valley City, Utah as described in Exhibit "A". The term "Pedestrian Walkway" shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pedestrian Walkway that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pedestrian Walkway within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II
GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expenses incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pedestrian Walkway in the location shown and in conformity with the dimensions and specifications indicated on the attached approved by UTA Engineer dated **June 21, 2019** marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **$500.00** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of **$788.00** and Special Inspection cost of **$304.00** (these fees are more clearly described in Section 5.1).

ARTICLE III
ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once

granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed by telephone prior to entering the Right of Way.

ARTICLE IV
CONSTRUCTION AND MAINTENANCE OF THE PEDESTRIAN WALKWAY

4.1 All Construction and Maintenance with respect to the Pedestrian Walkway shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pedestrian Walkway shall be performed in compliance with the standards set forth in the National Electric Safety Code ("NESC") and/or the National Electric Code ("NEC"). UTA may impose requirements in addition to or more stringent than the NESC or NEC, if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pedestrian Walkway shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or materially affecting the Right of Way in connection with the Pedestrian Walkway to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pedestrian Walkway, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval.

4.1.1 With respect to any overhead facilities related to the Pedestrian Walkway, the Design Plans shall include: (a) a vertical clearance of not less than twenty-three and a half (23.5) feet on Commuter Rail between (above) the top of the highest rail and the lowest portion of the Pedestrian Walkway; (b) a vertical minimum of ten (10) feet above Light Rail catenary wires; (c) a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail; and (d) in any event not less than the minimum clearance standards set forth in the NESC and/or the NEC.

4.1.2 With respect to any underground facilities related to the Pedestrian Walkway, Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pedestrian Walkway shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pedestrian Walkway, Licensee shall

properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pedestrian Walkway "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pedestrian Walkway. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pedestrian Walkway; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company, proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pedestrian Walkway. Except to the extent that liability is assumed by UTA as set forth in Section 8.1 and 8.2 of this Agreement. Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pedestrian Walkway including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefor.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pedestrian Walkway in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pedestrian Walkway in compliance with all applicable environmental laws. Licensee shall take all suitable

precautions to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for whatever reason the Construction of the Pedestrian Walkway causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pedestrian Walkway, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of UTA.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pedestrian Walkway and related appurtenances at the Right of Way boundaries (where the Pedestrian Walkway enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pedestrian Walkway, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pedestrian Walkway. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pedestrian Walkway, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Pedestrian Walkway are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the Pedestrian Walkway or if Licensee's Contractor fails to obtain a Contractor Agreement Licensee agrees to pay UTA an additional three thousand dollars **($3,000)** as a fee for the initial inspection of the Pedestrian Walkway, together with any other additional fees incurred by UTA to verify that the Pedestrian Walkway was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of/height of and materials installed. If the Pedestrian Walkway was not installed in the approved location, depth/height, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Pedestrian Walkway and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is $788/day for an eight (8)-hour day and $1,058/day for a twelve (12) - hour day. Flagging is charged in blocks, with a minimum billing of an eight (8) - hour period. The current cost for a special inspector is $76/hour with a two (2) -hour minimum charge per

inspection/inspector. UTA has determined that one (1), eight (8)-hour day for Flagging and two (2), two (2)-hour day for a Special Inspection will be needed for the construction of this Pedestrian Walkway. Licensee will pre-pay **$1,092.00** for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pedestrian Walkway extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within thirty (30) days of the date of completion of the Pedestrian Walkway. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO PEDESTRIAN WALKWAY

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pedestrian Walkway.

ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PEDESTRIAN WALKWAY

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pedestrian Walkway is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within sixty (60) days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pedestrian Walkway as UTA may reasonably designate. To the extent that the modification or relocation of the Pedestrian Walkway is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pedestrian Walkway is necessitated because the Pedestrian Walkway is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pedestrian Walkway, then Licensee shall be responsible for the costs of such modification or relocation. All the terms, conditions and stipulations herein expressed with reference to the Pedestrian Walkway in the location described herein shall, so far as the Pedestrian Walkway remains on UTA property, apply to the Pedestrian Walkway as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII
INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any affiliates, successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees") from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pedestrian Walkway; (b) negligence on part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pedestrian Walkway; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pedestrian Walkway exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX
CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pedestrian Walkway, and for all labor performed with respect to the Pedestrian Walkway. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pedestrian Walkway to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pedestrian Walkway or any improvements, appliances, or fixtures connected therewith.

ARTICLE X
TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pedestrian Walkway in an active and substantial way for any continuous period of one (1) year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pedestrian Walkway from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI
INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number WV/S/6585/PT, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

> "Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Pedestrian Walkway Crossing Agreement WV/S/6585/PT in the railroad right of way known as the West Valley Light Rail Line at approximately Mile Post WV 1.79 in West Valley, Salt Lake County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements

to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the Pedestrian Walkway which is the subject of this Agreement.

ARTICLE XII
REMOVAL OF PEDESTRIAN WALKWAY UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pedestrian Walkway from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefor. In the event UTA removes the Pedestrian Walkway pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII
ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV
SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

ARTICLE XV
SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding

or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI
NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

With a Copy to:

Utah Transit Authority
Attn: Assistant Attorney General
669 West 200 South
Salt Lake City, UT 84101

If to Licensee:

West Valley City
Attn: City Manager
3600 South Constitution Blvd
West Valley, UT 84119

ARTICLE XVII
NO IMPLIED WAIVER

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part, of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

ARTICLE XX
SPECIAL PROVISIONS

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

{Remainder of Page Intentionally Blank}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

UTA Engineering

Mike Bell
Assistant Attorney General

UTAH TRANSIT AUTHORITY

By: _____
Paul Drake
Senior Manager Real Estate & TOD

By: _____
Spencer Burgoyne
Manager, Property Administration

By: _____
Shelley Nielsen
Sr. Property Administrator

LICENSEE

By: _____
Wayne T. Pyle, City Manger
West Valley City

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

LICENSEE

By: _____
Ron Bigelow, Mayor
West Valley City

Attest: _____
West Valley City Recorder

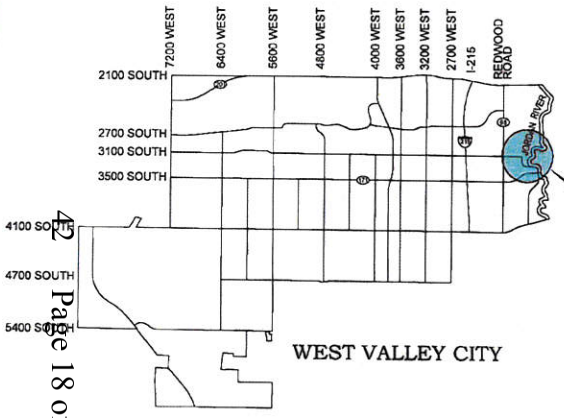
EXHIBIT "A"
DESIGN PLANS

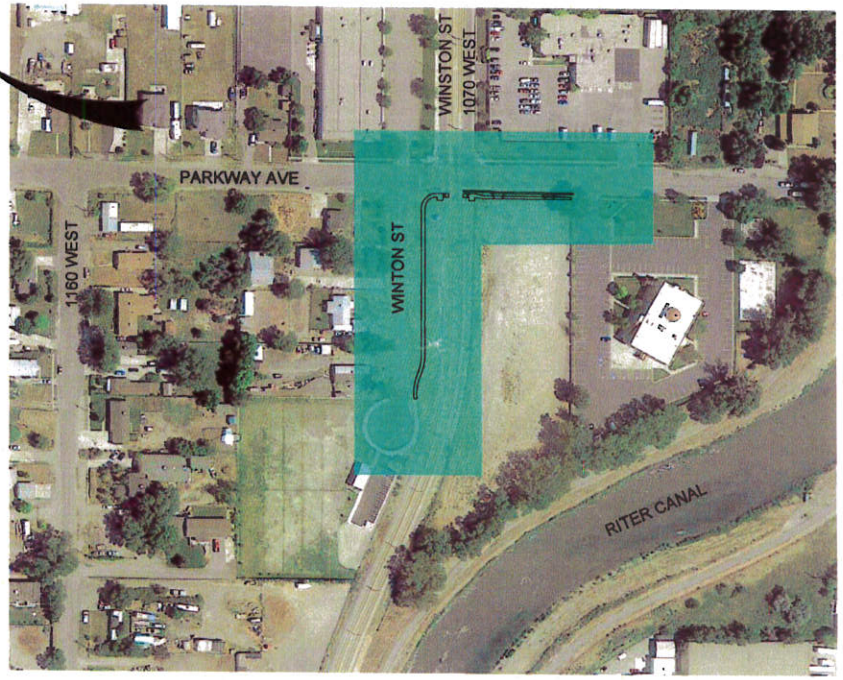
[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and mile post location]

WEST VALLEY CITY

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

WINTON STREET SIDEWALK PROJECT
WINTON STREET AND PARKWAY AVE
WVC ENG SP-452





PROJECT LOCATION

DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
SC-1	SURVEY CONTROL AND INDEX SHEET
TS-1	TYPICAL SECTION
PP-1 TO PP-2	PLAN AND PROFILE
DT-1	DETAIL

N W E S

PROFESSIONAL ENGINEER
No. 9303001
ROGER RAPPLEYE
ELECTRONIC SEAL
STATE OF UTAH

PROJECT ENGINEER

PROFESSIONAL ENGINEER
No. 4939787
DANIEL W. JOHNSON
ELECTRONIC SEAL
STATE OF UTAH

APPROVED

WEST VALLEY CITY ENGINEER

ABBREVIATIONS AND LEGEND

ASPH	ASPHALT
BC	BRASS CAP
BEG	BEGIN
BOW	BACK OF SIDEWALK
BT	BURIED TELEPHONE
CTV	CABLE TELEVISION
C & G	CURB AND GUTTER
CB	CATCH BASIN - SINGLE GRATE
CCB	COMBINATION INLET / CLEANOUT BOX
CF / CU FT	CUBIC FEET
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
COB	CLEANOUT BOX
CONC	CONCRETE
CP	CONTROL POINT
CY / CU YD	CUBIC YARD
DCB	CATCH BASIN - DOUBLE GRATE
DIA	DIAMETER
DWG	DRAWING
DYL	DOUBLE YELLOW LINE
E	EAST
EA	EACH
EB	EASTBOUND
EL / ELEV	ELEVATION
ELEC	ELECTRIC
EOP	EDGE OF PAVEMENT
ES	FLARED END SECTION
ESMT	EASEMENT
ESTR	FLARED END SECTION WITH TRASH RACK
EX / EXIST	EXISTING
FO	FIBER OPTIC
FL	FLOW LINE
FT	FEET
GA	GALLONS
GHID	GRANGER HUNTER IMPROVEMENT DISTRICT
GMH	GAS MANHOLE
GV	GAS VALVE
HGL	HYDRAULIC GRADE LINE
HMA	HOT MIX ASPHALT
HP	HIGH PRESSURE
INFO	INFORMATION
INV	INVERT
IR / IRR	IRRIGATION
IRB	IRRIGATION BOX
JCT	JUNCTION
JT	JOINT
LOC / LIP	LIP OF CURB
LT	LEFT
LIN	LINEAR
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MON	MONUMENT
N	NORTH
NO / #	NUMBER
NTS	NOT TO SCALE
O.C.	ON CENTER
OH	OVERHEAD
PC	POINT OF CURVATURE
PE	PEPERPETUAL EASEMENT
PED	PEDESTRIAN
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POE	POINT OF ENDING
PRC	POINT OF REVERSE CURVE
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVMNT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
QC	QUARTER CORNER
R	RADIUS
R & C	REBAR AND CAP
R.P.	REFERENCE POST
R / W	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RT	RIGHT
S	SOUTH
S&SKYL	SOLID & SKIP YELLOW LINE
SKWL	SKIP WHITE LINE
SKWLLD	SKIP WHITE LINE - LANE DROP
SS	SANITARY SEWER
SB	STOP BAR
SC	SECTION CORNER
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SH	SPRINKLER HEAD
SHLD	SHOULDER
SHT	SHEET
SSMH / SMH	SEWER MANHOLE
SF / SQ FT	SQUARE FEET
SY / SQ YD	SQUARE YARD
STA	STATION
STD	STANDARD
SW	SIDEWALK
SWL	SOLID WHITE LINE
TE	TEMPORARY CONSTRUCTION EASEMENT
TBC	TOP BACK OF CURB
TBS	TOP BACK OF SIDE WALK
TCB	TRAFFIC CONTROLLER BOX
TEL	TELEPHONE
TEMP	TEMPORARY
TFC	TOP FACE OF CURB
TMH	TELEPHONE MANHOLE
TP	TELEPHONE PEDESTAL
TYP	TYPICAL
UTBC	UNTREATED BASE COURSE
VC	VERTICAL CURVE
W	WEST
WB	WESTBOUND
WM	WATER METER
WMH	WATER MANHOLE
WV	WATER VALVE

LEGEND

- AREA DRAIN
- CATCH BASIN
- CLEANOUT BOX (Existing)
- CLEANOUT BOX (DRAINAGE)
- COMBO BOX (DRAINAGE)
- COMMUNICATION BOX
- CONCRETE PILLAR
- DRILL BORE HOLE
- FIBER OPTIC BOX
- FIRE HYDRANT
- FUSE BOX (LIGHTS)
- GUY WIRE
- GAS VALVE
- IRRIGATION BOX
- LIGHT POLE
- SPLICE BOX (LIGHTS)
- MAILBOX
- MANHOLE
- MANHOLE SANITARY SEWER
- MANHOLE STORM DRAIN
- MANHOLE WATER
- POLYMER CONCRETE JUNCTION BOX
- POWER POLE
- SHRUB
- SIGN (MULTI POST)
- SIGN (SINGLE POST)
- SIGNAL JUNCTION BOX
- SIGNAL POLE
- TELEPHONE BOX
- TELEPHONE PEDESTAL
- TREE
- UNDERGROUND SERVICE PEDESTAL
- UTILITY BOX
- WATER METER
- WATER SPIGOT
- WATER VALVE
- WELL

SURVEY CONTROL LEGEND

- CONTROL POINT
- SECTION CORNER MONUMENT

- CABLE (EXISTING)
- ELECTRIC/POWER (EXISTING)
- FENCE (EXISTING)
- FIBER OPTIC (EXISTING)
- FLOW LINE (EXISTING)
- GAS LINE (EXISTING)
- GUARDRAIL
- IRRIGATION (EXISTING)
- PRECAST CONCRETE WALL
- PROPERTY LINE
- RETAINING WALL
- RIGHT OF WAY LINE
- SANITARY SEWER (EXISTING)
- SAWCUT LINE
- STORM DRAIN (EXISTING)
- TELEPHONE LINE (EXISTING)
- TOE OF CUT
- TOE OF FILL
- VEGETATION
- WATER LINE (EXISTING)

NOTES

1. CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PUBLIC, PROJECT PERSONNEL AND WORKERS.
2. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND COMPLY WITH ALL REQUIREMENTS MANDATED BY STATE AND LOCAL JURISDICTION. A PERMIT ISSUED BY WEST VALLEY CITY WILL BE REQUIRED FOR ALL WORK WITHIN THE RIGHT-OF-WAY. CONTRACTOR WILL BE REQUIRED TO OBTAIN PERMITS FROM THE UTAH TRANSIT AUTHORITY.
3. VERIFY THE CONDITION OF ALL MONUMENTS AFFECTED OR REFERENCED IN THIS PROJECT, AND CONFIRM THAT THE FIELD LOCATIONS OF THE ESTABLISHED HORIZONTAL AND VERTICAL CONTROL CORRESPOND WITH THE DATA SHOWN ON THE DRAWINGS. NOTIFY THE ENGINEER IN WRITING OF ANY DISTURBED, DESTROYED, OR SUSPECT MONUMENTS.
4. ONLY THOSE TREES WITHIN THE RIGHT-OF-WAY AND IN CONFLICT WITH PERMANENT IMPROVEMENTS SHALL BE REMOVED AS SHOWN ON THE PLAN SET. CONTRACTOR SHALL MAKE EVERY EFFORT TO PROTECT TREES TO REMAIN IN PLACE. CONTRACTOR SHALL COORDINATE WITH WEST VALLEY CITY PRIOR TO THE REMOVAL OF ANY TREES OR SHRUBS THAT ARE NOT MARKED TO BE REMOVED ON THE PLAN SET.
5. THE ENGINEER HAS OBTAINED THE LOCATION OF UTILITIES FROM SITE RECORDS SUPPLIED BY THE OWNERS OF KNOWN UTILITIES, AND HAS SURVEYED THE LOCATIONS AND ELEVATIONS OF PERTINENT ITEMS THAT WERE VISIBLE AND ACCESSIBLE. THE CONTRACTOR IS REQUIRED TO VERIFY THE EXACT LOCATIONS, SIZE, DEPTH, AND TYPE OF UTILITIES WHICH PERTAIN TO AND AFFECT THE CONSTRUCTION OF THIS PROJECT. ALL EXISTING UTILITIES ARE TO BE PROTECTED IN PLACE UNLESS NOTED OTHERWISE IN THE PLAN SET. CONTRACTOR SHALL CALL BLUE STAKES OF UTAH (532-5000, OR 1-800-662-4111), FOR LOCATING UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION ON THIS PROJECT. CONTRACTOR WILL BE HELD RESPONSIBLE FOR DAMAGE TO UTILITES CAUSED BY CONSTRUCTION AS A DIRECT RESULT OF THE CONTRACTOR.
6. COORDINATE THE RELOCATION OF PRIVATE UTILITIES WITH THOSE COMPANIES AFFECTED BY THIS PROJECT. AFFORD THEM SUFFICIENT SPACE TO WORK AND FOR STORAGE OF MATERIALS AND EQUIPMENT IF NECESSARY. CONTRACTOR TO NOTIFY UTILITY COMPANIES 2 WEEKS IN ADVANCE OF UTILITY CONFLICTS REQUIRING RELOCATION OF MAIN LINES, AND 1 WEEK IN ADVANCE OF CONFLICTS REQUIRING RELOCATION OF SERVICE LINES.
7. ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), "LATEST EDITION".
8. NO CHANGE IN THE DESIGN LOCATION OR GRADE IS TO BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
9. CONTRACTOR SHALL NOTIFY RESIDENTS OF ANTICIPATED LOSS IN WATER SERVICE OR IRRIGATION ACCESS, DRIVEWAY ACCESS, OR ON-STREET PARKING AT LEAST 24 HOURS IN ADVANCE OF LOSS OF SERVICE.
10. COORDINATE WITH ENGINEER TO IDENTIFY LIMITS OF REMOVAL AND REPLACEMENT OF CURB & GUTTER, SIDEWALK, PARKSTRIP & FENCING.
11. PROVIDE SMOOTH CLEAN EDGES WITH ALL SAWCUTS.

CALLOUT LOCATION (UNLESS NOTED OTHERWISE)	
ITEM	CALLOUT TO
CURB AND GUTTER	TOP BACK OF CURB
CONCRETE SIDEWALK	BACK OF SIDEWALK
CONCRETE PARKSTRIP	BACK OF PARKSTRIP
FLARED DRIVEWAY APPROACH	BACK OF SIDEWALK
DETECTABLE WARNING SURFACE	SOUTHWEST CORNER
SIGNS	FACE OF SIGN
UTILITY STRUCTURE	CENTER OF STRUCTURE

UTILITY CONTACT LIST:

- GRANGER-HUNTER IMPROVEMENT DISTRICT
  DOUG BRADFIELD, (801) 955-2228
- WEST VALLEY CITY TRAFFIC ENGINEER
  ERIK BRONDUM, (801) 963-3406
- WEST VALLEY CITY PERMITS OFFICER
  RYAN RAMIREZ, (801) 965-5842
- WEST VALLEY CITY PARKS AND RECREATION INSPECTOR
  KELLY SIMPER (801) 965-7382
- WEST VALLEY CITY FIRE DEPARTMENT
  CARL ANDREASEN (801) 963-3551
- WEST VALLEY CITY POLICE DEPARTMENT
  (801) 963-3300
- UTAH TRANSIT AUTHORITY (UTA)
  ROBERT BROTHERSEN, (801) 287-2325
- ROCKY MOUNTAIN POWER
  BRAD JORDISON, (801) 220-7217 (EAST OF 3600 WEST)
  CHRIS BELLENGER, (801) 220-7313 (WEST OF 3600 WEST)
- CENTURYLINK
  DARREN KELLER, (801) 238-0414
  KIRK BALLIF, (801) 238-0349
- DOMINION ENERGY
  TYLER LEWIS, (801) 324-3725 (NORTH OF 4100 SOUTH)
  JOEY MARIANI, (801) 324-3842 (SOUTH OF 4100 SOUTH)
- UTOPIA FIBER
  KEITH PERKINS, (801) 613-3863
- COMCAST (XFINITY)
  DAVID MASCARENAS, (801) 831-6622
- SALT LAKE COUNTY SIGNAL COORDINATOR
  KENNY BARRIER, (385) 468-6101
- SALT LAKE COUNTY SURVEYOR
  PAMELA BIRT, (385) 468-8252
- ZAYO GROUP
  SYLVAN STEWART, (801) 708-6065

NO.	BY	DATE	REMARKS / REVISIONS

DESIGN ____ CHECK ____ DRAWN ____ CHECK ____

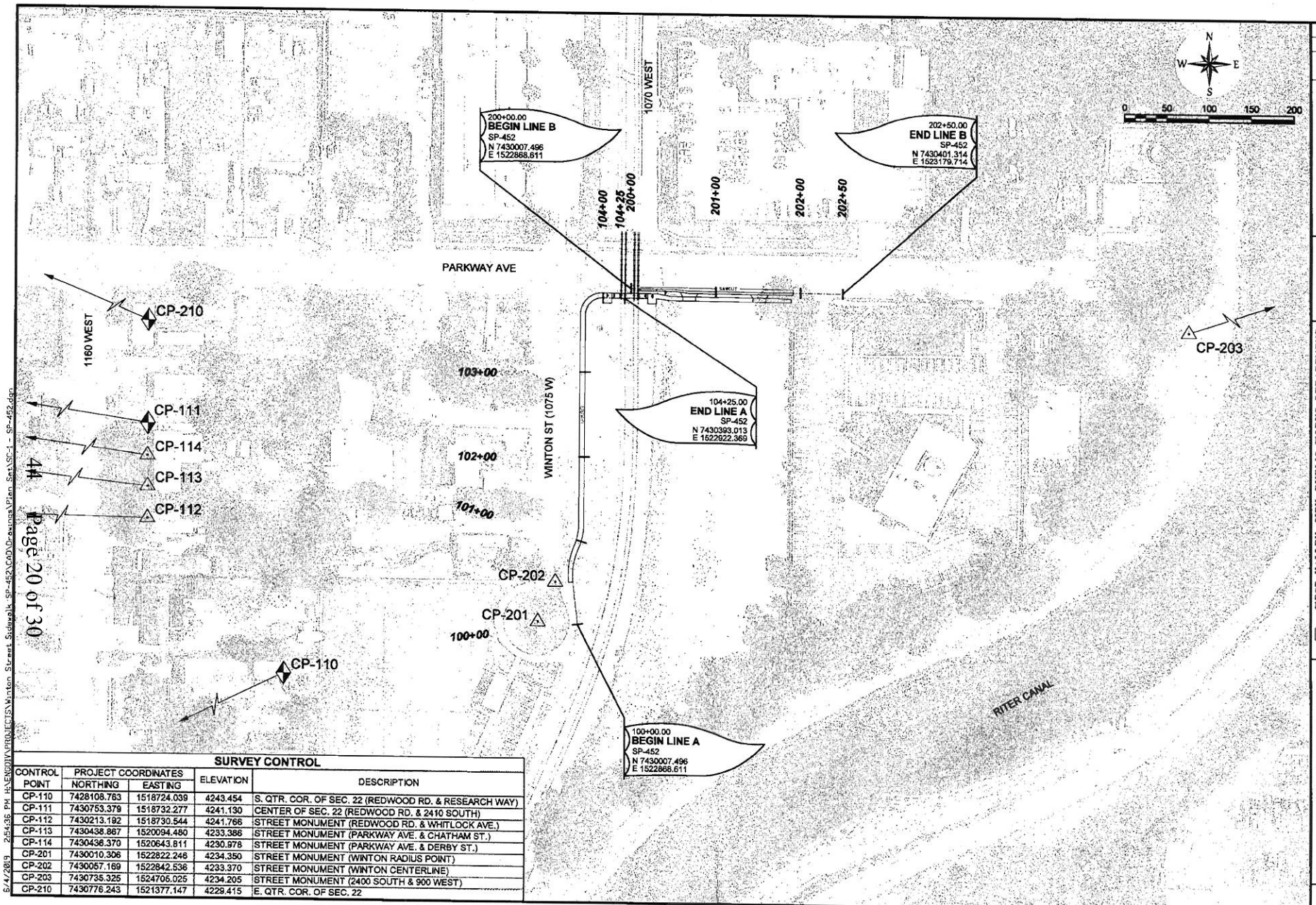
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN ____ PROFESSIONAL ENGINEER ____ DATE ____

WINTON STREET
SIDEWALK PROJECT
ABBREVIATION, LEGEND, AND NOTE SHEET
PROJECT NUMBER WVC ENG SP-452

SHEET NO. AB-1

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SURVEY CONTROL

CONTROL POINT	PROJECT COORDINATES NORTHING	PROJECT COORDINATES EASTING	ELEVATION	DESCRIPTION
CP-110	7428108.763	1518724.039	4243.454	S. QTR. COR. OF SEC. 22 (REDWOOD RD. & RESEARCH WAY)
CP-111	7430753.379	1518732.277	4241.130	CENTER OF SEC. 22 (REDWOOD RD. & 2410 SOUTH)
CP-112	7430213.192	1518730.544	4241.766	STREET MONUMENT (REDWOOD RD. & WHITLOCK AVE.)
CP-113	7430438.867	1520094.480	4233.386	STREET MONUMENT (PARKWAY AVE. & CHATHAM ST.)
CP-114	7430436.370	1520643.811	4230.978	STREET MONUMENT (PARKWAY AVE. & DERBY ST.)
CP-201	7430010.306	1522822.248	4234.350	STREET MONUMENT (WINTON RADIUS POINT)
CP-202	7430057.169	1522842.536	4233.370	STREET MONUMENT (WINTON CENTERLINE)
CP-203	7430735.325	1524705.025	4234.205	STREET MONUMENT (2400 SOUTH & 900 WEST)
CP-210	7430776.243	1521377.147	4229.415	E. QTR. COR. OF SEC. 22

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

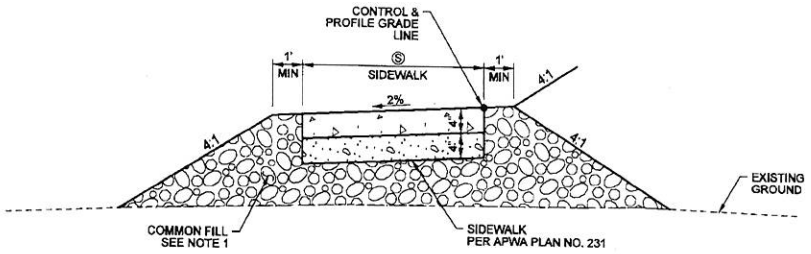
DESIGN — DATE — PROFESSIONAL ENGINEER

DESIGN — CHECK
DRAWN — CHECK
REMARKS — DATE — NO. — BY
REVISIONS

WINTON STREET
SIDEWALK PROJECT
SURVEY CONTROL
PROJECT NUMBER WVC ENG SP-452

SHEET NO. SC-1

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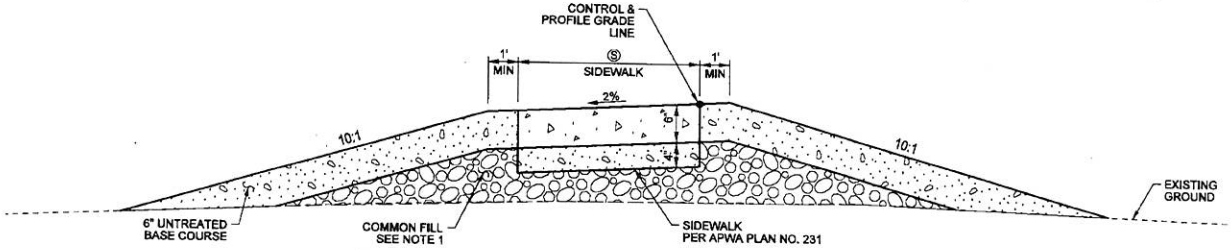


TYPICAL SECTION 1

NTS

STA 100+50 TO STA 102+40
STA 102+60 TO STA 104+19.4±

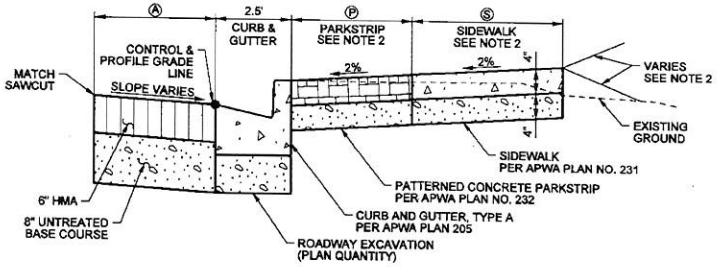
TRANSITION TABLE				
BEGIN	END	Ⓐ	Ⓟ	Ⓢ
100+50.00	100+92.20			5' TO 6'
100+92.20	104+00.00			6'
104+00.00	104+10.00			12'
104+10.00	104+19.4±			6'
200+10.00	200+20.00	2'	3'	6'
200+20.00	200+30.00	2'	3'	12'
200+30.00	200+46.00	2'	3' TO 6'	6' TO 5'
200+46.00	200+52.00	2'	6'	5'
200+52.00	200+68.12	2' TO 4'	6' TO 4'	5'
200+68.12	201+70.00	4'	4'	5'
200+70.00	201+91.5±	4'	4' TO 6'	5' TO 4'



TYPICAL SECTION 2

NTS

STA 102+40 TO STA 102+60



TYPICAL SECTION 3

NTS

STA 200+10.00 TO STA 201+91.5±

NOTES

1. GRANULAR BORROW TO BE USED UNDER SIDEWALK AND PARKSTRIP WITH A MAXIMUM PARTICLE SIZE OF 3 INCHES.
2. 4:1 MAX SLOPE, 10% MAX SLOPE THROUGH DRIVEWAYS.

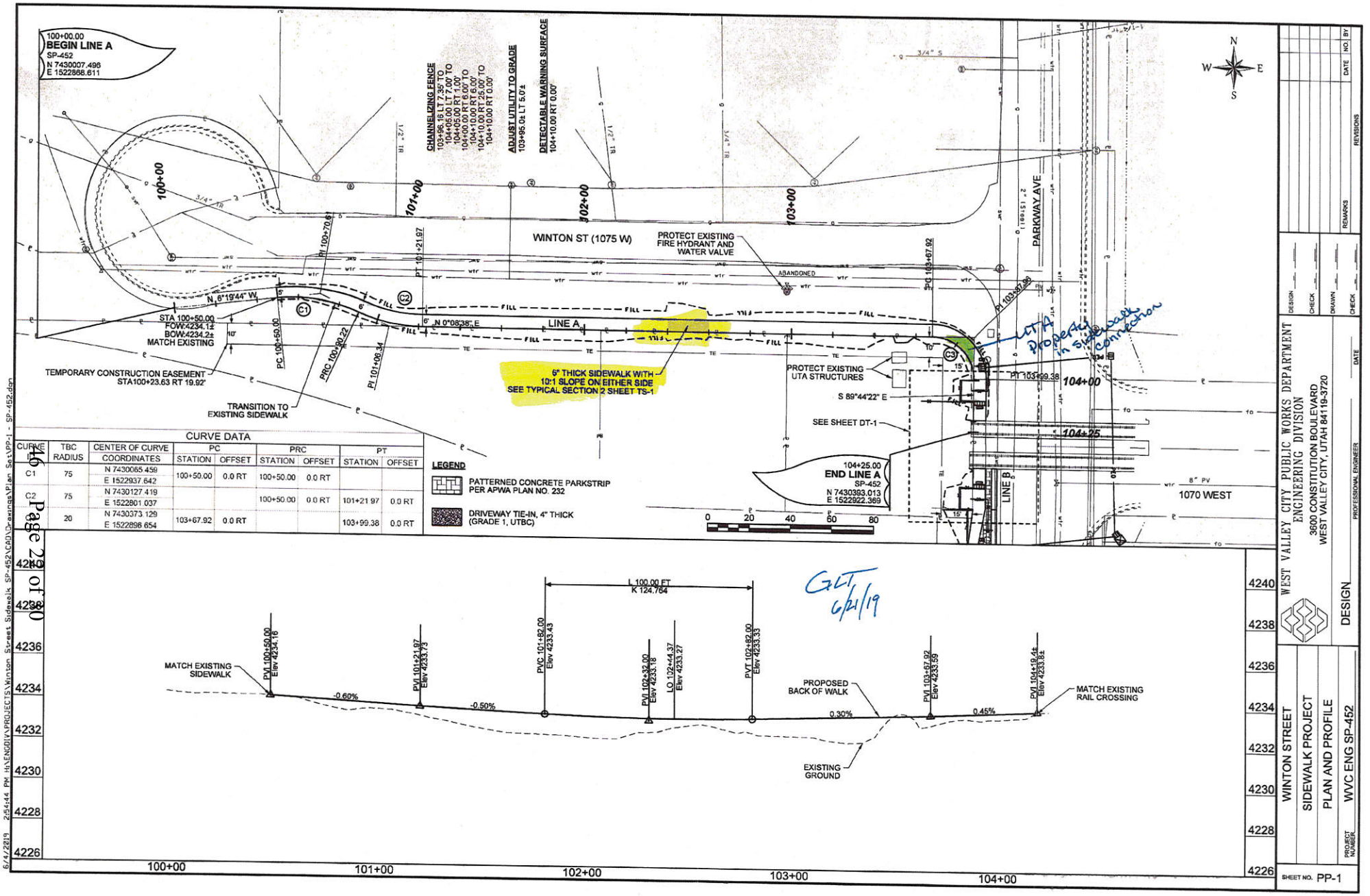
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN ___ CHECK ___ DRAWN ___ CHECK ___
PROFESSIONAL ENGINEER ___ DATE ___

NO.	BY	DATE	REMARKS	REVISIONS

WINTON STREET
SIDEWALK PROJECT
TYPICAL SECTIONS
PROJECT NUMBER WVC ENG SP-452
SHEET NO. TS-1

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CURVE DATA

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C2	75	N 7430127.419 E 1522801.037			100+50.00	0.0 RT	101+21.97	0.0 RT
C3	20	N 7430373.129 E 1522898.654	103+67.92	0.0 RT			103+99.38	0.0 RT

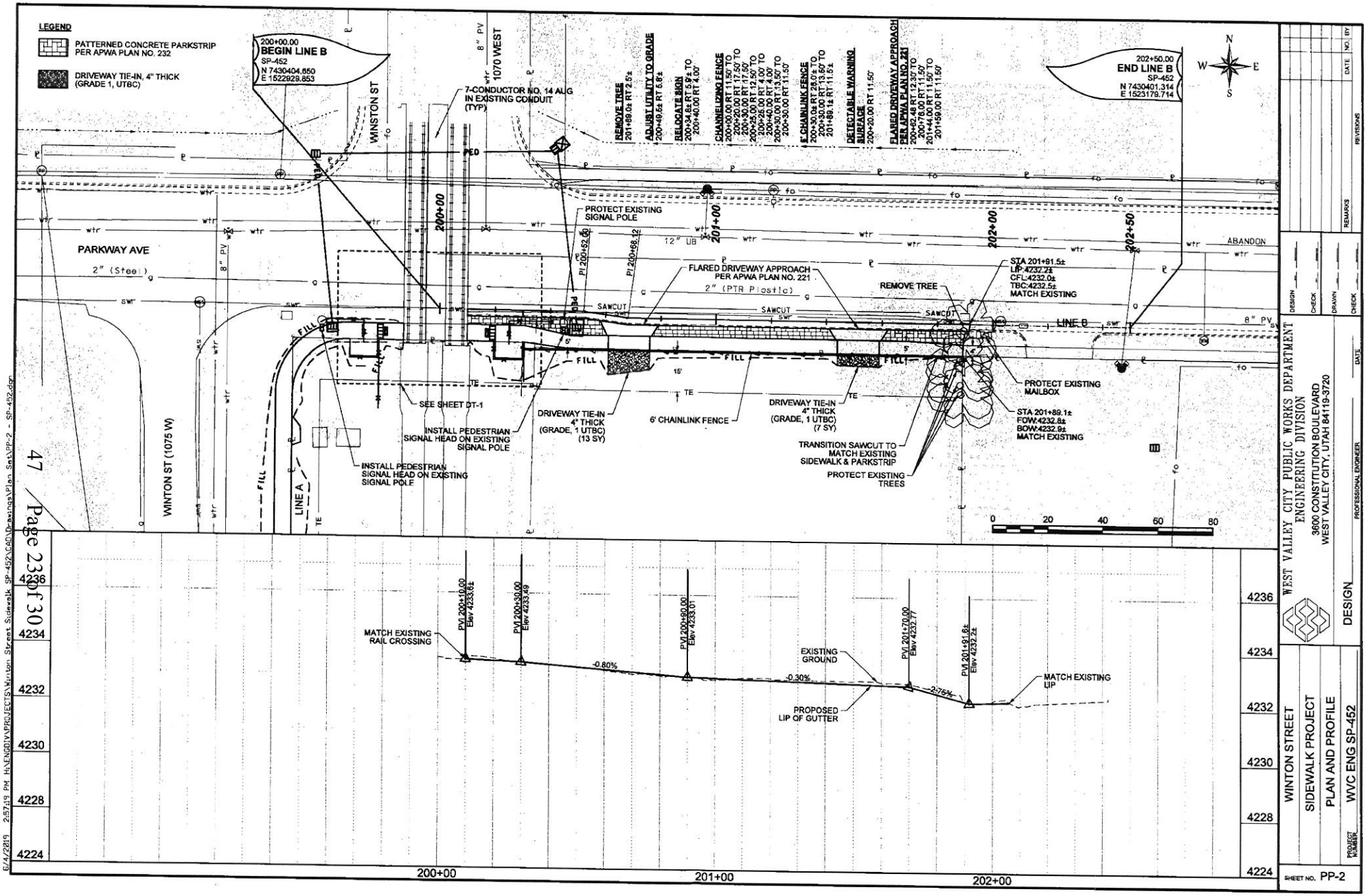
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN — CHECK — DRAWN — CHECK — DATE — PROFESSIONAL ENGINEER

NO.	BY	DATE	REMARKS	REVISIONS

WINTON STREET
SIDEWALK PROJECT
PLAN AND PROFILE
PROJECT NUMBER WVC ENG SP-452
SHEET NO. PP-1

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WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
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WEST VALLEY CITY, UTAH 84119-3720

DESIGN | DRAWN | CHECK | DATE | PROFESSIONAL ENGINEER

WINTON STREET
SIDEWALK PROJECT
PLAN AND PROFILE
PROJECT NUMBER: WVC ENG SP-452

SHEET NO. PP-2

DATE | NO. | BY | REVISIONS | REMARKS

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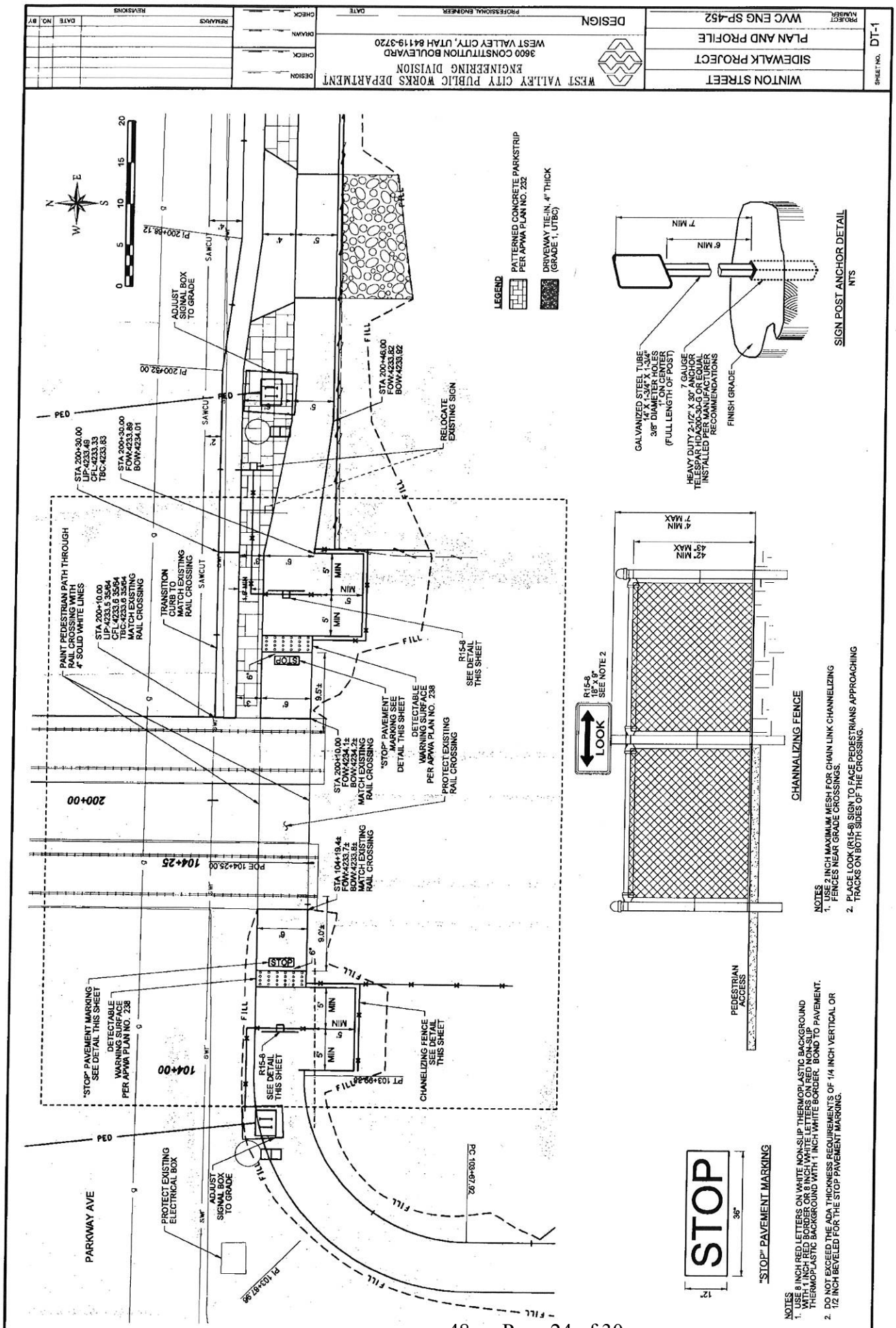

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720
DESIGN
WINTON STREET
SIDEWALK PROJECT
PLAN AND PROFILE
WVC ENG SP-452
DT-1
LEGEND
PATTERNED CONCRETE PARKSTRIP PER APWA PLAN NO. 232
DRIVEWAY TIE-IN, 4" THICK (GRADE 1, UTBC)
PAINT PEDESTRIAN PATH THROUGH RAIL CROSSING WITH 4" SOLID WHITE LINES
TRANSITION CURB TO MATCH EXISTING RAIL CROSSING
STA 200+10.00 LIP-4233.5 35/64 CFL-4233.6 35/64 TBC-4233.6 35/64 MATCH EXISTING RAIL CROSSING
STA 200+30.00 LIP-4233.48 CFL-4233.33 TBC-4233.83
STA 200+35.00 FOW-4233.89 BOW-4234.01
STA 200+46.00 FOW-4233.82 BOW-4233.92
RELOCATE EXISTING SIGN
ADJUST SIGNAL BOX TO GRADE
PROTECT EXISTING ELECTRICAL BOX
PROTECT EXISTING RAIL CROSSING
STA 200+10.00 FOW-4234.1± BOW-4234.2± MATCH EXISTING RAIL CROSSING
STA 104+19.44± FOW-4233.7± BOW-4233.8± MATCH EXISTING RAIL CROSSING
"STOP" PAVEMENT MARKING SEE DETAIL THIS SHEET
DETECTABLE WARNING SURFACE PER APWA PLAN NO. 238
R15-8 SEE DETAIL THIS SHEET
CHANELIZING FENCE SEE DETAIL THIS SHEET
PARKWAY AVE
PEDESTRIAN ACCESS
SIGN POST ANCHOR DETAIL
NTS
GALVANIZED STEEL TUBE 14'-0" LONG, 2-1/4" X 2-1/4" 3/8" DIAMETER HOLES (FULL LENGTH OF POST)
HEAVY DUTY 2-1/2" X 30" ANCHOR TELESPAR HDA200-30-G OR EQUAL INSTALLED PER MANUFACTURER RECOMMENDATIONS
7 GAUGE
FINISH GRADE
7' MIN
6' MIN
CHANNALIZING FENCE
R15-8 18" x 6" SEE NOTE 2
LOOK
4' MIN 7' MAX
42" MIN 48" MAX
NOTES
1. USE 2 INCH MAXIMUM MESH FOR CHAIN LINK CHANNELIZING FENCES NEAR GRADE CROSSINGS.
2. PLACE LOOK (R15-8) SIGN TO FACE PEDESTRIANS APPROACHING TRACKS ON BOTH SIDES OF THE CROSSING.
"STOP" PAVEMENT MARKING
STOP
36"
12"
NOTES
1. USE 8 INCH RED LETTERS ON WHITE NON-SLIP THERMOPLASTIC BACKGROUND WITH 1 INCH RED BORDER OR 8 INCH WHITE LETTERS ON RED NON-SLIP THERMOPLASTIC BACKGROUND WITH 1 INCH WHITE BORDER. BOND TO PAVEMENT.
2. DO NOT EXCEED THE ADA THICKNESS REQUIREMENTS OF 1/4 INCH VERTICAL OR 1/2 INCH BEVELED FOR THE STOP PAVEMENT MARKING.

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least $2,000,000 each occurrence or claim and an aggregate limit of at least $4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pedestrian Walkway is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.

   a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.

B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least $2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.

C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.

D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

   a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.

E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. **Other Insurance Provisions:**

a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.

c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE
($2,000,000 per occurrence/ $6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send or hand deliver Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
669 West 200 South
Salt Lake City, UT 84101

EXHIBIT "C"
SPECIAL PROVISIONS

Licensee or Licensee's contractor must first obtain a TRAX Track Access Permit from UTA before any access will be allowed on UTA property. The current contact person for obtaining a TRAX Track Access Permit is Owen Thompson at (385) 414-7795, or such other contact as shall be identified on UTA's website location noted below.

A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab.

http://www.rideuta.com/PropertyManagement

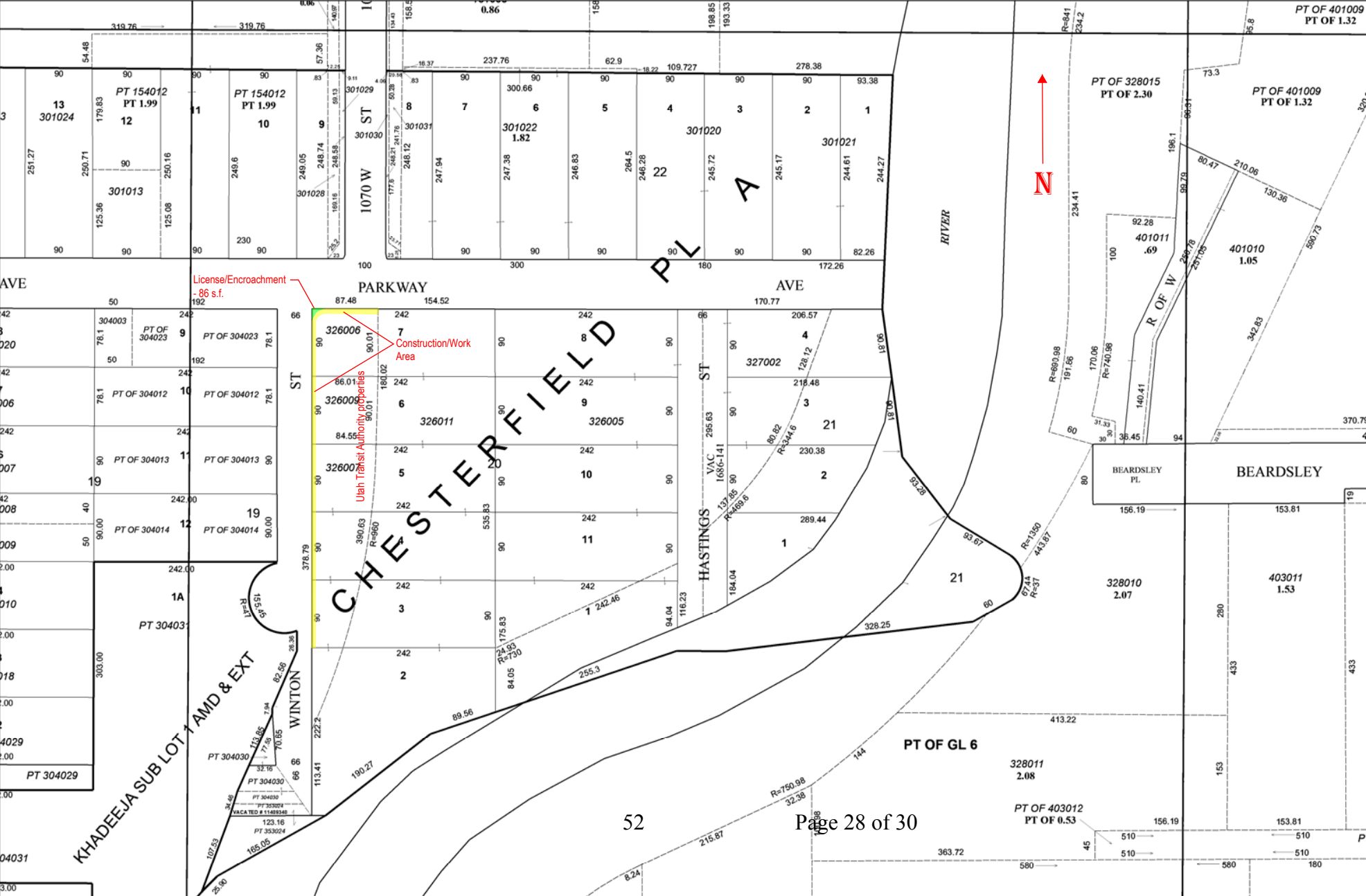
Note: Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training, if applicable.

Licensee or Licensee's Contractor acknowledge the Right of Way is utilized for storage of maintenance materials and shall cause to install concrete minimum thickness of 6" at the UTA ROW access point as identified in the Exhibit "A".

Licensee, Licensee's Contractor and UTA acknowledge that surface grading is necessary for the Pedestrian Walkway installation, UTA shall coordinate to ensure no materials are in the location during the course of the grading, Licensee or Licensee's contractor shall provide notice to UTA when grading is complete and UTA is able to store materials on the UTA Property.

Licensee or Licensee's Contractor acknowledge that width and height of equipment within a 10 foot proximity of overhead catenary system (OCS) shall require a complete shutdown of OCS subject at a cost of $600 per occurrence. OCS shutdowns at a UTA's sole discretion and are only available during UTA non-revenue hours of operation.

Licensee or Licensee's Contractor shall only cross at designated public crossings


License/Encroachment - 86 s.f.
Construction/Work Area
Utah Transit Authority properties
CHESTERFIELD PL A
PARKWAY
AVE
1070 W ST
WINTON ST
HASTINGS ST
RIVER
BEARDSLEY PL
BEARDSLEY
KHADEEJA SUB LOT 1 AMD & EXT
PT OF GL 6
N

100+00.00
BEGIN LINE A
SP-452
N 7430007.496
E 1522868.611

CHANNELIZING FENCE
103+96.16 LT 7.35' TO
104+05.00 LT 7.00' TO
104+05.00 RT 1.00'
104+00.00 RT 6.00' TO
104+10.00 RT 6.00'
104+10.00 RT 25.00' TO
104+10.00 RT 0.00'

ADJUST UTILITY TO GRADE
103+95.0± LT 5.0'±

DETECTABLE WARNING SURFACE
104+10.00 RT 0.00'

WINTON ST (1075 W)

PROTECT EXISTING FIRE HYDRANT AND WATER VALVE

ABANDONED

PARKWAY AVE

License/Encroachment Area

Construction/Work Area

LINE A

N 6°19'44" W

N 0°08'38" E

STA 100+50.00
FOW:4234.1±
BOW:4234.2±
MATCH EXISTING

TEMPORARY CONSTRUCTION EASEMENT
STA100+23.63 RT 19.92'

TRANSITION TO
EXISTING SIDEWALK

PC 100+50.00
PRC 100+90.22
PI 101+06.34
PI 100+70.61
PT 101+21.97
PC 103+67.92
PI 103+87.99
PT 103+99.38

PROTECT EXISTING UTA STRUCTURES

S 89°44'22" E

SEE SHEET DT-1

WINSTON ST

1070 WEST

104+00
104+25

104+25.00
END LINE A
SP-452
N 7430393.013
E 1522922.369

LINE B

0 20 40 60 80

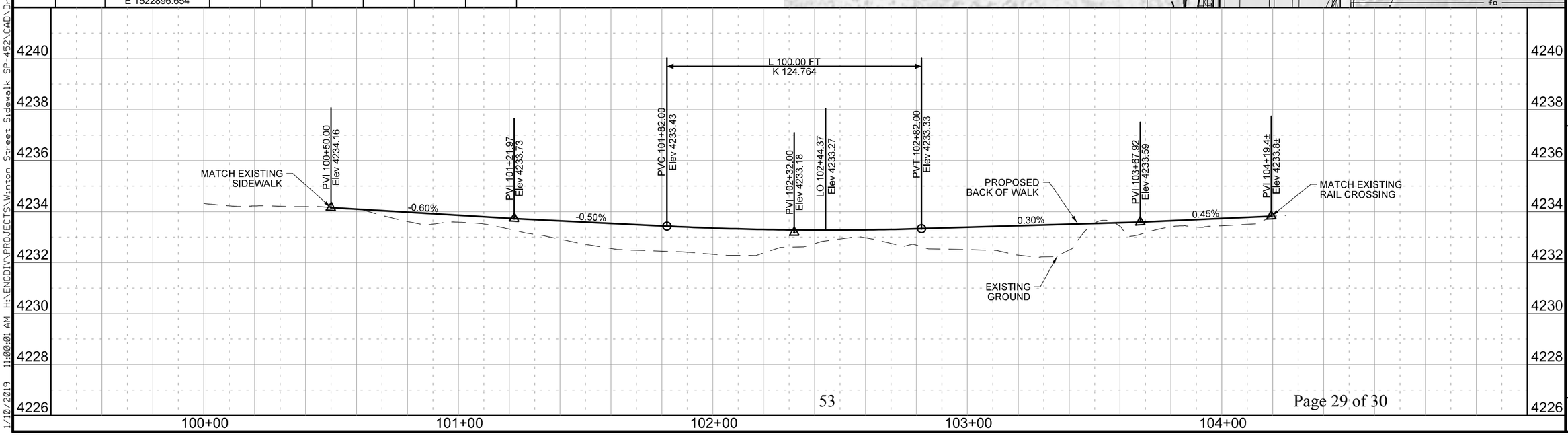
CURVE DATA

CURVE ID	TBC RADIUS	CENTER OF CURVE COORDINATES	PC STATION	PC OFFSET	PRC STATION	PRC OFFSET	PT STATION	PT OFFSET
C1	75	N 7430065.459 E 1522937.642	100+50.00	0.0 RT	100+50.00	0.0 RT		
C2	75	N 7430127.419 E 1522801.037			100+50.00	0.0 RT	101+21.97	0.0 RT
C3	20	N 7430373.129 E 1522896.654	103+67.92	0.0 RT			103+99.38	0.0 RT

LEGEND

PATTERNED CONCRETE PARKSTRIP PER APWA PLAN NO. 232

DRIVEWAY TIE-IN, 4" THICK (GRADE 1, UTBC)



WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

DESIGN
PROFESSIONAL ENGINEER

WINTON STREET
SIDEWALK PROJECT
PLAN AND PROFILE

PROJECT NUMBER WVC ENG SP-452

SHEET NO. PP-1

NO.	BY	DATE	REMARKS
			REVISIONS

DESIGN ___ CHECK ___
DRAWN ___ CHECK ___

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LEGEND

PATTERNED CONCRETE PARKSTRIP PER APWA PLAN NO. 232

DRIVEWAY TIE-IN, 4" THICK (GRADE 1, UTBC)

200+00.00
BEGIN LINE B
SP-452
N 7430404.650
E 1522929.853

279+00.00
END LINE B
SP-452
N 7430393.013
E 1522922.369

REMOVE TREE
201+89.0± RT 2.5±

ADJUST UTILITY TO GRADE
200+49.5± RT 5.8±

RELOCATE SIGN
200+34.8± RT 5.9± TO
200+40.00 RT 4.00'

CHANNELIZING FENCE
200+00.00 RT 11.50' TO
200+20.00 RT 17.50' TO
200+30.00 RT 17.50'
200+25.00 RT 12.50' TO
200+25.00 RT 4.00' TO
200+40.00 RT 4.00'
200+30.00 RT 13.50' TO
200+30.00 RT 11.50'

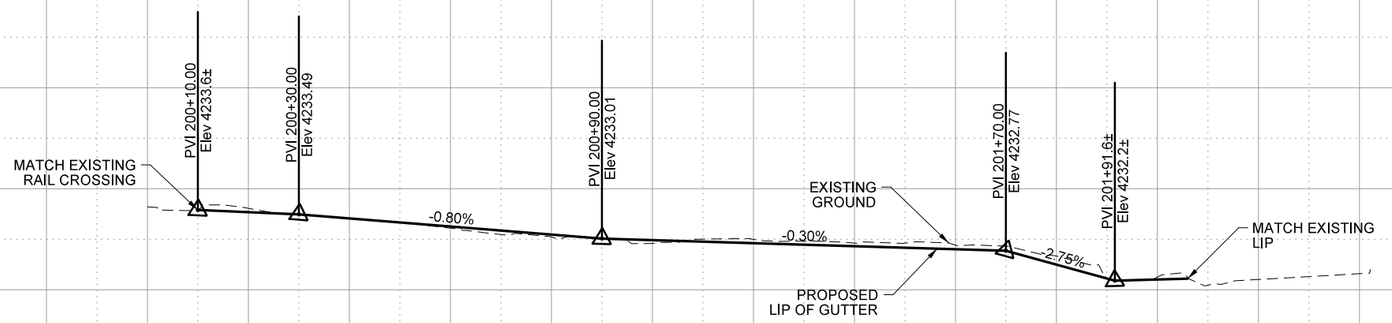
6' CHAINLINK FENCE
200+30.0± RT 26.0'± TO
200+30.00 RT 13.50' TO
201+89.1± RT 11.5'±

DETECTABLE WARNING SURFACE
200+20.00 RT 11.50'

FLARED DRIVEWAY APPROACH PER APWA PLAN NO. 221
200+62.48 RT 12.30' TO
200+76.00 RT 11.50'
201+44.00 RT 11.50' TO
201+59.00 RT 11.50'

WINSTON ST
1070 WEST
PARKWAY AVE
2" (Steel)
WINTON ST (1075 W)
LINE A
LINE B
ABANDON
12" UB
8" PV
2" (PTR Plastic)
SAWCUT
FILL
TE
PROTECT EXISTING SIGNAL POLE
PI 200+52.00
PI 200+68.12
FLARED DRIVEWAY APPROACH PER APWA PLAN NO. 221
REMOVE TREE
STA 201+91.5±
LIP:4232.2±
CFL:4232.0±
TBC:4232.5±
MATCH EXISTING
SEE SHEET DT-1
DRIVEWAY TIE-IN 4" THICK (GRADE, 1 UTBC) (13 SY)
6' CHAINLINK FENCE
DRIVEWAY TIE-IN 4" THICK (GRADE, 1 UTBC) (7 SY)
PROTECT EXISTING MAILBOX
STA 201+89.1±
FOW:4232.8±
BOW:4232.9±
MATCH EXISTING
TRANSITION SAWCUT TO MATCH EXISTING SIDEWALK & PARKSTRIP
PROTECT EXISTING TREES
ISLAMIC SOCIETY OF GREATER SALT LAKE CITY
200+00
201+00
202+00
202+50

0 20 40 60 80



NO.	BY	DATE	REVISIONS	REMARKS

DESIGN ___ CHECK ___
DRAWN ___ CHECK ___

WEST VALLEY CITY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119-3720

PROFESSIONAL ENGINEER ___ DATE ___

DESIGN

WINTON STREET
SIDEWALK PROJECT
PLAN AND PROFILE

PROJECT NUMBER WVC ENG SP-452

SHEET NO. PP-2

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July 10, 2019

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

July

July 16, 2019 *Tuesday*	City Council Field Trip/Ribbon Cutting and Event for Bike Pump Track at Centennial Park; 4 PM
July 16, 2019 *Tuesday*	What's on your Plate Group Exhibit; UCCC 1355 W 3100 S (7/16-8/28)
July 17, 2019 *Wednesday*	Brit Floyd, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
July 18, 2019 *Thursday*	Face of Utah Sculpture XV Exhibit Opening Reception, 6:00 PM; UCCC, 1355 W 3100 S, (7/18-8/28)
July 18, 2019 *Thursday*	Shinedown, 6:30 PM; USANA, 5150 Upper Ridge Road
July 19, 2019 *Friday*	Cardboard Boat Race, 6-7 PM; WVCFFC, 5415 W 3100 S
July 20, 2019 *Saturday*	Car Show, 9 AM – 1 PM; Centennial Park, 5405 W 3100 S

July 20, 2019 *Saturday*	Hunter Night Out- Lunar Party, 6-10:30 PM; Hunter Library, 4740 West 4100 South
July 20, 2019 *Saturday*	Jon Bellion: The Glory Sound Prep Tour, 7 PM; USANA, 5150 Upper Ridge Road
July 22, 2019 *Monday*	WorldStage: West Valley Symphony; UCCC, 1355 W 3100 S
July 23, 2019 *Tuesday*	City Council Field Trip/ Ribbon Cutting at Fire Station 71; 4160 S 6400 W, 3:30 PM
July 24, 2019 *Wednesday*	City Offices Closed for Pioneer Day
July 24, 2019 *Wednesday*	WVCFFC Hours 7AM-12PM. Pool closes at 11AM
July 25-27, 2019 *Thursday-Saturday*	The Basketball Tournament; Maverik Center, 3200 Decker Lake Drive
July 26, 2019 *Friday*	Movies in the Park; Centennial Park, 5405 W 3100 S
July 27, 2019 *Saturday*	Jason Aldean; USANA, 5150 Upper Ridge Road
July 29, 2019 *Monday*	WorldStage Concert – Mariachi di Me Tierra w/ Ballet Folklorico de Las Americas; UCCC, 1355 W 3100 S
July 30, 2019 *Tuesday*	No City Council Meetings- 5th Tuesday
July 30, 2019 *Tuesday*	Water Fight Royale, 12:30 PM – 1:30 PM; Centennial Park, 5405 W 3100 S
July 31, 2019 *Wednesday*	Cornhole Tournament, 5:30 PM – 6:30 PM; WVCFFC, 5415 W 3100 S

August

August 1, 2019	Knotfest Roadshow featuring: Slipknot, Volbeat, Gojira,

Thursday	Behemoth, 7:30 PM; USANA, 5150 Upper Ridge Road
August 2, 2019 *Friday*	Movie in the Park, Centennial Park
August 5, 2019 *Monday*	WorldStage Concert – Island Time II w/ Lavona's Polynesia; UCCC, 1355 W 3100 S
August 6, 2019 *Tuesday*	Election- Campaign Finance Statement Due
August 6, 2019 *Tuesday*	National Night Out Block Parties
August 6, 2019 *Tuesday*	No City Council Meetings- Neighborhood Night Out
August 7, 2019 *Wednesday*	Wiz Khalifa: The Decent Exposure Tour, 6:00 PM; USANA, 5150 Upper Ridge Road
August 9, 2019 *Friday*	Movies in the Park; Centennial Park, 5405 W 3100 S
August 10, 2019 *Saturday*	E-Waste and Shred Event, 9 AM to 11 AM; Maverik Center, North Parking Lot, 3200 Decker Lake Drive
August 10, 2019 *Saturday*	Wasatch International Food Festival; UCCC, 1355 W 3100 S
August 13, 2019 *Tuesday*	Primary Election Day
August 13, 2019 *Tuesday*	Mumford & Sons, 7:30 PM; USANA, 5150 Upper Ridge Road
August 20, 2019 *Tuesday*	311 & Dirty Heads, 6:00 PM; USANA, 5150 Upper Ridge Road
August 23, 2019 *Friday*	National Night Out Block Parties
August 24, 2019	Clean and Beautiful Awards Reception; UCCC, 1355 W

Saturday	3100 S
August 27, 2019 *Tuesday*	Election- City Council Canvass Election Returns from Primary
August 27, 2019 *Tuesday*	Dave Matthews Band, 8 PM; USANA, 5150 Upper Ridge Road
August 28, 2019 *Wednesday*	Walkable Cities SL County, 11:30AM-4PM, Vivint Smart Vivint Smart Home Arena Jazz 100 Club
August 30, 2019 *Friday*	Heart, 7 PM; USANA, 5150 Upper Ridge Road
August 31, 2019 *Saturday*	Sting and the Utah Symphony Celebrate 100 years of Zion National Park, 6:30 PM; USANA, 5150 Upper Ridge Road

September

September 2, 2019 *Monday*	City Offices Closed for Labor Day
September 2, 2019 *Monday*	Blink-182 & Lil Wayne, 7:00 PM; USANA, 5150 Upper Ridge Road
September 4, 2019 *Wednesday*	Utah Calligraphic Artists Exhibit; UCCC, 1355 W 3100 S (9/4-10/17)
September 4, 2019 *Wednesday*	Bon Iver; Maverik Center, 3200 Decker Lake Drive
September 5, 2019 *Thursday*	Utah Water Color Society Exhibit Opening Reception; UCCC, 1355 W 3100 S (9/5-10/16)
September 6, 2019 *Friday*	Election- Deadline for Candidates to Submit Profile to State Website
September 7, 2019 *Saturday*	WVCFFC Triathlon

September 11, 2019 *Wednesday*	Get into the River (Jordan River Event); TBD
September 11, 2019 *Wednesday*	Police Chief's Monthly Community Meeting – New Building Virtual Tour, 6 PM; West Valley City Hall, Multi-purpose Room
September 11-13, 2019 *Wednesday-Friday*	ULCT Annual Convention; Salt Lake City
September 12, 2019 *Thursday*	Florida Georgia Line; USANA, 5150 Upper Ridge Road
September 14, 2019 *Saturday*	KISS: End of the Road World Tour, 7:30 PM; USANA, 5150 Upper Ridge Road
September 17, 2019 *Tuesday*	Wildlife Art by Jennifer Seeley; UCCC, 1355 W 3100 S (9/17-11/6)
September 20, 2019 *Friday*	Lynyrd Skynyrd, 7 PM; USANA, 5150 Upper Ridge Road
September 20, 2019 *Friday*	Marco Antonio Solis, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
September 20, 2019 *Friday*	Greek Theater; UCCC, 1355 W 3100 S
September 25, 2019 *Wednesday*	Breaking Benjamin, 5:30 PM; USANA, 5150 Upper Ridge Road
September 28, 2019 *Saturday*	Ghost – The Ultimate Tour Named Death, 7:30 PM; Maverik Center, 3200 Decker Lake Drive

October

October 4, 2019 *Friday*	WVCFFC Member VIP Night, 6-9PM. Free for members
October 9, 2019 *Wednesday*	Police Chief's Monthly Community Meeting – VECC, 6 PM; West Valley City Hall, Multi-purpose Room

October 9, 2019 *Wednesday*	Godsmack; USANA, 5150 Upper Ridge Road
October 15, 2019 *Tuesday*	Logic "The Confessions of a Dangerous Mind Tour;" Maverik Center, 3200 Decker Lake Drive
October 17, 2019 *Thursday*	Gloria Trevi "Diosa De La Noche," 8:00 PM; Maverik Center, 3200 Decker Lake Drive
October 18, 2019 *Friday*	For King & Country, 7:00 PM; Maverik Center, 3200 Decker Lake Drive
October 19, 2019 *Saturday*	Free Halloween Safety Festival, 11AM-12PM, WVCFFC
October 19, 2019 *Saturday*	Sara Bareilles, 7:00 PM; Maverik Center, 3200 Decker Lake Drive
October 24, 2019 *Thursday*	Posada Exhibit; UCCC, 1355 W 3100 S (10/24-11/6)
October 25, 2019 *Friday*	Member Pumpkin Painting Event, 6PM, WVCFFC
October 25, 2019 *Friday*	Nightmare Alley, 7PM-10PM, WVCFFC
October 26, 2019 *Saturday*	Nightmare Alley, 6PM-9PM, WVCFFC
October 28, 2019 *Monday*	Day of the Dead Altar and Art Exhibition; UCCC, 1355 W 3100 S (10/28-11/7)
October 29, 2019 *Tuesday*	No City Council Meetings- 5th Tuesday
October 29, 2019 *Tuesday*	Election- Campaign Finance Statement Due

November

November 2, 2019 *Saturday*	Day of the Dead Celebration; UCCC, 1355 W 3100 S
November 5, 2019 Tuesday	General Election Day
November 5, 2019 *Tuesday*	No City Council Meetings- Election Day
November 11, 2019 *Monday*	City Offices Closed for Veteran's Day
November 13, 2019 *Wednesday*	Police Chief's Monthly Community Meeting – Protecting yourself from package theft, 6 PM; West Valley City Hall, Multi-purpose Room
November 14, 2019 *Thursday*	Frank Lloyd Wright Exhibit Opening Reception; UCCC, 1355 W 3100 S (11/14-1/13)
November 19, 2019 *Tuesday*	Election- City Council Canvass Election Returns from General Election
November 20, 2019 *Wednesday*	Winter Scenes & Holiday Dreams Exhibit; UCCC, 1355 W 3100 S (11/20-12/31)
November 20, 2019 *Wednesday*	Trees of Diversity Exhibit; UCCC, 1355 W 3100 S (11/20-12/31)
November 23, 2019 *Saturday*	Ugly Sweater 5K Fun Run, 8AM, WVCFFC
November 28, 2019 *Thursday*	City Offices Closed for Thanksgiving
November 28, 2019 *Thursday*	WVCFFC open 7AM-12PM. Pool closes at 11AM

December

December 2, 2019 *Monday*	Christmas Tree Lighting and Walk with Santa, 6:30PM, WVCFFC
December 2, 2019 *Monday*	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 5, 2019 *Thursday*	Election- Final Campaign Finance Statement Due
December 9, 2019 *Monday*	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 14, 2019 *Saturday*	Breakfast with Santa, WVCFFC
December 16, 2019 *Monday*	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 24, 2019 *Tuesday*	No City Council Meetings- Christmas Eve Holiday
December 25, 2019 *Wednesday*	City Offices Closed for Christmas
December 26, 2019 *Thursday*	City Offices Closed for Christmas Holiday
December 31, 2019 *Tuesday*	No City Council Meetings- 5th Tuesday

WEST VALLEY CITY

A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 7/23/2019, at 6:30 PM, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

DRAFT

1. Call to Order- Chair Jake Fitisemanu

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. June 4, 2019

5. Resolutions:

   A. 19-19: Authorize the Redevelopment Agency of West Valley City to Grant a License to ICO Commercial Construction for the Use of Agency Property in Fairbourne Station

6. Adjourn

- 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.

MINUTES OF RDA REGULAR MEETING – JUNE 4, 2019
-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, JUNE 4, 2019, AT 7:39 P.M. IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN FITISEMANU.

THE FOLLOWING MEMBERS WERE PRESENT:

Jake Fitisemanu, Chair
Don Christensen, Vice-Chair
Ron Bigelow
Lars Nordfelt
Tom Huynh
Steve Buhler
Karen Lang

STAFF PRESENT:

Wayne Pyle, Chief Executive Officer
Nichole Camac, Secretary

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Layne Morris, CPD Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Russ Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 7, 2019
The Agency considered the Minutes of the Regular Meeting held May 7, 2019. There were no changes, corrections or deletions.

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

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

PUBLIC HEARINGS

DRAFT

A. **ACCEPT PUBLIC INPUT REGARDING THE FY 2019-2020 BUDGET**
Chairman Fitisemanu informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 4, 2019, in order for the Agency to hear and consider public comments regarding the FY 2019-2020 Budget.

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

> This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2019-2020 fiscal year after receiving public comment at a hearing on June 4, 2019.
>
> The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2019-2020.

Chairman Fitisemanu opened the Public Hearing. There being no one to speak in favor or opposition, Chairman Fitisemanu closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 19-08, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020
The Redevelopment Agency previously held a public hearing regarding proposed Resolution 19-08 that would adopt the annual budget of the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

Upon inquiry by Chairman Fitisemanu there were no further questions from members of the Agency, and he called for a motion.

Ms. Lang moved to approve Resolution 19-08.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes

Mr. Bigelow	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Fitisemanu	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Mr. Buhler, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE REGULAR MEETING OF TUESDAY, JUNE 4, 2019, WAS ADJOURNED AT 7:41 P.M. BY CHAIRMAN FITISEMANU.

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 Redevelopment Agency held Tuesday, June 4, 2019.

_____
Nichole Camac
Secretary

DRAFT

Item:
Fiscal Impact: $8,352
Funding Source: ICO Commercial
Account #:

Budget Opening Required: ☐

ISSUE:

West Valley City is requesting approval of a License Agreement between the West Valley City Redevelopment Agency (RDA) and ICO Commercial (ICO) that will provide a license for ICO to park and stage for their Fairbourne Residences Phase 2.

SYNOPSIS:

ICO is beginning construction on Phase 2 of the Fairbourne Residences and has requested the use of three adjacent parcels. The parcels are owned by the West Valley City Redevelopment Agency. ICO plans on using the parcels for staging and parking. ICO will pay the City $348.00 per month for the period of 2 years for the license and will maintain the properties to the standards that the City requires.

BACKGROUND:

The Redevelopment Agency acquired these parcels as part of the Fairbourne Development. Plans for the parcels are still being discussed and so the need for them during this time will not be an issue.

RECOMMENDATION:
The WVC RDA Administrator recommends the WVC RDA Board approve the License agreement with ICO Construction.

SUBMITTED BY:

Mark Nord, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY TO GRANT A LICENSE TO ICO COMMERCIAL CONSTRUCTION, FOR THE USE OF AGENCY PROPERTY IN FAIRBOURNE STATION.

WHEREAS, on September 12, 2018, the Redevelopment Agency of West Valley City (hereinafter, the "Agency") and ICO Multi-Family Holdings, L.L.C., (hereinafter, "ICO") entered into an Agreement for the Disposition of Land (hereinafter, the "ADL") for the development of the Phase II residential project in Fairbourne Station (hereinafter, the "Project"); and

WHEREAS, ICO's construction company shall commence construction on the Project shortly and requires space for construction storage and parking near the Project site; and

WHEREAS, the Agency owns certain properties adjacent to the Project site and desires to allow ICO to use those properties as necessary for construction related activities; and

WHEREAS, an agreement has been prepared to allow ICO to use Agency property, a copy of which is attached hereto and entitled "License for the Use of Property in Fairbourne Station" (hereinafter, the "Agreement"), that describes the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and in behalf of the Agency, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

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

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

LICENSE FOR USE OF PROPERTY IN FAIRBOURNE STATION

This License for Use of property in Fairbourne Station (herein "License") is entered into this 2nd day of July, 2019. The Redevelopment Agency of West Valley City (herein the "Agency") hereby grants this License to ICO Construction (herein "Licensee") for use of the Agency's property upon the following terms and conditions:

1. **Licensed Property.** The Licensed Property is depicted in Exhibit A, attached hereto and incorporated herein. The Licensed Property shall be used exclusively for construction related staging and storage. No other use is permitted under this License on the Licensed Property.

2. **Term.** This License shall be active for a period of up to a period of two (2) years.

3. **License Fee.** Licensee shall pay the City $348.00 per month for the Term of this License.

4. **Compliance With Laws.** Licensee shall be responsible for complying with all applicable federal, state and local laws, statutes, rules, regulations, orders and ordinances. Licensee shall also be responsible for obtaining any required West Valley City permits for the use of the Licensed Property.

5. **Maintenance.** Licensee shall be responsible for all maintenance of the Licensed Property, including, but not limited to: all landscaping, graffiti and any other vandalism repair and/or removal, gravel for dust and dirt control, weed control, and any other measures deemed by the City necessary to prevent neighborhood complaints.

6. **Indemnification.** Licensee is completely responsible for the Licensed Property and shall exclusively control all areas of the Licensed Property. Accordingly, Licensee hereby indemnifies, holds harmless and agrees to defend the Agency from and against all claims, lawsuits, 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 Property and in, on, or around the Licensed Property. 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 Property: (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 Property or the Agency, specifically, any signs of any size, type or nature whatsoever, fences, or lights that are not approved in writing by the Agency. 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 for the Licensed Property, in the amount of Three Million Dollars ($2,000,000) for bodily injury/property damage per occurrence and Four Million Dollars ($4,000,000) in the general

aggregate. The Certificates of insurance shall name the Agency as primary, noncontributory, additionally insured and shall be provided to the Agency within ten (10) days of the execution of this License. Further, Licensee shall notify the Agency thirty (30) days prior to any change, modification or cancellation of the insurance required herein. The Agency may change the foregoing amounts, limits and coverages, in the Agency'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 the Agency makes no warranty as to the safety or fitness of the Licensed Property. Any changes, additions or alterations, on the Licensed Property must first be approved in writing by the Agency.

10. **Termination.** This License may be terminated by the Licensee or Agency at any time and for any reason upon Licensee's or Agency's receipt of sixty (60) days written notice of termination.

11. **Security/Hours.** Licensee is responsible for the safety, security, and operation of the Licensed Property. Licensee shall implement security measures as necessary to maintain the safety of persons and property. Further, Licensee shall operate on the Licensed Property only between the hours of 8:00am to 6:00pm.

12. **Successors, Assignment.** This License not assignable.

13. Reserved.

14. **Access.** Licensee shall not improperly access areas outside of the Licensed Property and shall not post signs or install barriers or otherwise impede or restrict access to areas outside of the Licensed Property.

15. **Right to Enter/Reservation of Rights.** Provided such entry does not unreasonably interfere with the activities being conducted on the Licensed Property, the Agency hereby reserves the right for itself, and its duly authorized agents and representatives, at all reasonable times, to enter upon the Licensed Property for the purpose of inspecting the same. In addition, the Agency may, at any time and in the Agency's sole discretion, enter in the Licensed Property for any emergency or threat to the health and safety of persons or property.

By signing below LICENSEE acknowledges to have read, understands and agrees to the terms and conditions written above, and agrees to be bound by the same.

LICENSEE

Allen Argyle

By: Allen Argyle
Its: Authorized Agent

State of Utah)
:ss
County of Salt Lake)

On this 2nd day of July, 2019, personally appeared before me Allen Argyle *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Authorized Agent *[title]*, of LCO Construction *[name of entity]*, a LLC, and said document was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

Notary Public

NOTARY PUBLIC
STEPHANIE Z SHERRELL
Commission No. 694878
Commission Expires
MAY 08, 2021
STATE OF UTAH

LICENSE APPROVED BY:

AGENCY

By:
Its:

By:
Its:

ATTESTED

Secretary