The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 8, 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 Tom Huynh

4. Special Recognitions

5. Approval of Minutes:

   A. October 1, 2019

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Declaring October 8, 2019 as No Child Goes Hungry Day in West Valley City

   B. Utah APWA Storm Water Inspector Award Presentation to Randy Petersen

7. Comment Period:

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

(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

B. City Manager Comments

C. City Council Comments

8. Resolutions:

A. 19-127: Approve the Purchase of an EOD Suit from Med-Eng, LLC

B. 19-128: Approve the Purchase of Streetlights from Mountain States Lighting

C. 19-129: Authorize the Execution of an Interlocal Agreement Between West Valley City and the Greater Salt Lake Municipal Services District for the Reconstruction of 4700 South

D. 19-130: Authorize the City to Approve a Delay Agreement with Wasatch Clean Energy, LLC to Delay Certain Improvements at 2265 South 5650 West

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL STUDY MEETING – OCTOBER 1, 2019
-1-

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, OCTOBER 1, 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
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

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

Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jeanette Carpenter, Acting Finance Director
Russ Willardson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Dan Johnson, Public Works
Steve Pastorik, CED

APPROVAL OF MINUTES OF STUDY MEETING HELD SEPTEMBER 24, 2019
The Council considered the Minutes of the Study Meeting held September 24, 2019. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Study Meeting held September 24, 2019. Councilmember Fitisemanu seconded the motion.

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

DRAFT

REVIEW AGENDAS FOR REGULAR CITY COUNCIL MEETING AND REDEVELOPMENT AGENCY MEETINGS OF OCTOBER 1, 2019

Councilmember Buhler stated that he would vote to approve the sign ordinance amendment scheduled on the Regular Meeting agenda as long as the sign is not increased in size, not modified in height, and not changed to electronic, etc. Councilmember Lang stated that her concern is location. She stated that a pole sign is not as offensive along 1-215 versus a major arterial such as 3500 South. Councilmember Lang noted that there is a significant elevation change in this area as well. Councilmember Buhler stated that the ordinance could possibly limit language to freeways. Councilmember Lang stated that there is a metro business sign along the 201 freeway that is a monument sign and is clearly visible but there is no elevation change. Councilmember Christensen stated that the pole sign is non-conforming due to the size of the property. Mayor Bigelow stated that currently the face of the sign can be changed but the shape of the sign cannot be changed. He indicated that he would be comfortable with modifying this to allow for a trademark sign as long as the sign maintains the overall same area. Councilmember Buhler stated that this would complicate the ordinance more. Councilmember Nordfelt stated that a new business owner cannot install a pole sign on a property under 2 acres. He expressed concern about missing the intent of the ordinance by modifying it to allow more exceptions. Councilmember Lang stated that she feels comfortable allowing for a change as proposed by Councilmember Buhler. Councilmember Buhler stated that he would suggest the language say "… a reasonable alteration that shall not increase the height, square footage, or type of sign." Mayor Bigelow stated that he doesn't like language that states "reasonable alternation" because he doesn't want to create ambiguity in the Code. Councilmember Lang stated that she would rather the Council pass the ordinance tonight and feels the majority of Council agreed with the intent of the potential motion suggested by Councilmember Buhler. Paul stated that he would be concerned about changing the code without fully understanding how it would impact policy and would request that Nicole Cottle, CED Director, clarify. Nicole stated that the sign ordinance is a first amendment issue and she would suggest that the Council not tie any changes to "trademark" as this regulates content. She indicated that she feels the language suggested by the Council appears to be okay. Staff and the Council discussed the Code as it relates to non-conforming pole signs both citywide and only freeway-oriented. Councilmember Christensen asked how many signs this change could potentially impact. Nicole replied that she is unsure offhand but noted that staff could determine this. Councilmember Christensen expressed concern that the applicant has stated that this pole sign would be removed in four years. Councilmember Nordfelt agreed and stated that the ordinance change opens the door for many other businesses as well.

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

DRAFT

AWARDS, CEREMONIES, AND PROCLAMATIONS SCHEDULED FOR OCTOBER 8, 2019

A. **PROCLAMATION DECLARING OCTOBER 8, 2019 AS NO CHILD GOES HUNGRY DAY IN WEST VALLEY CITY**

Mayor Bigelow indicated that he will read the Proclamation declaring October 8, 2019 as No Child Goes Hungry Day in West Valley City at the Regular City Council meeting scheduled October 8, 2019 at 6:30 PM. He added that there will be a ceremonial picture taking and signing.

B. **UTAH APWA STORM WATER INSPECTOR AWARD PRESENTATION TO RANDY PETERSEN**

Mayor Bigelow indicated that APWA will present Randy Petersen with the Storm Water Inspector Award at the Regular City Council Meeting scheduled October 8, 2019 at 6:30 PM.

RESOLUTION 19-127: APPROVE THE PURCHASE OF AN EOD SUIT FROM MED-ENG, LLC

John Evans, Fire Chief, presented proposed Resolution 19-127 that would approve the purchase of an EOD Suit from Med-Eng, LLC.

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

> The EOD suit which we are purchasing is replacing one of the suits which our team currently utilizes. The suits have a shelf life and at end of life they are determined to not be safe to go down range and disrupt or take care of explosive items. With this purchase we will be able to maintain two suits for the team.
>
> West Valley City is part of a statewide bomb team and is eligible for certain grant funding for safety equipment. Once we purchase the suit the State of Utah will reimburse the entire amount for the equipment.

Councilmember Buhler stated that he thought this type of use would be related to the Police Department. Chief Evans replied it is a combination of both departments. Councilmember Lang asked if robots are utilized. Chief Evans replied yes. Councilmember Buhler stated he hopes these don't have to be used often and is thankful it is being paid for with other funds. Councilmember Lang noted this is something that expires and has to be replaced.

The City Council will consider Ordinance 19-127 at the Regular Council Meeting scheduled October 8, 2019 at 6:30 P.M.

RESOLUTION 19-128: APPROVE THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING

Dan Johnson, Public Works, presented proposed Resolution 19-128 that would approve the purchase of streetlights from Mountain States Lighting.

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

> West Valley City is reconstructing 4100 South between Bangerter Highway and 5460 West. Included with the project is the installation of 70 new street lights.
>
> Mountain States Lighting is the supplier for the city standard street lights. Mountain States provides a substantial savings if the city purchases lighting products directly and supplies them to the contractor.
>
> This resolution is for the purchase of seventy acorn style light poles and fixtures for use in the project. The total cost for the lights is $134,260.
>
> The cost of these lights has been included in the budget planning process for this project.

Mayor Bigelow asked if these are LED. Dan replied yes. Mayor Bigelow asked if the City has thought about switching from acorn lights. Russ replied that the City would recommend staying with these lights. He noted that there is a cap that reduces light from shining upward. Mayor Bigelow stated that there are also shields that help light shine onto the street.

The City Council will consider Resolution 19-128 at the Regular Council Meeting scheduled October 8, 2019 at 6:30 P.M.

RESOLUTION 19-129: AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR THE RECONSTRUCTION OF 4700 SOUTH

Dan Johnson, Public Works, presented proposed Resolution 19-129 that would authorize the execution of an Interlocal Agreement between West Valley City and the Greater Salt Lake Municipal Services District for the reconstruction of 4700 South.

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

In 2015, West Valley City and Salt Lake County executed a federal aid agreement that enabled the city and county to access federal funds programmed for the 4700 South Reconstruction project. The City and the County also executed an interlocal cooperation agreement to define cost sharing arrangements associated with the project. After completing the environmental document, it became apparent that the project was underfunded for the proposed scope, and the City and the County put the project on hold to seek additional funds. Original project funds totaled approximately $8 million. New funding totals approximately $16 million in federal aid and other funds. Since the execution of the original agreements, the County Council created the MSD and the Kearns Metro Township came to be. The MSD recently executed a new Federal Aid Agreement, replacing and superseding the previous FAA, capturing the new funding totals. Under the FAA, the project gains access to the federal funds and other design and construction agreements will be executed under the umbrella of the FAA. Under this Interlocal Cooperation Agreement, the MSD and West Valley City agree to work together on the execution of the project.

Approximately ¼ of the project area falls within the jurisdiction of West Valley City. Through this agreement, the City and MSD agree to share the federal funds proportionally, and to pay matching funds and any overrunning costs proportionally. Under this agreement, the city agrees to pay up to a total of $500,000. This agreement will be amended if additional funds are necessary.

Because of the use of federal transportation funds, the project will be administered through UDOT. Currently, an engineering design consultant selection procurement process is taking place. It is anticipated that design will begin in the coming months. Construction is tentatively scheduled for spring of 2021.

Councilmember Buhler asked what the project encompasses. Dan replied there will be reconstruction and some widening. He stated additional lanes, center lanes, and bike lanes will be added in certain locations and the road will be reconstructed along the entire proposed area. Dan noted that staff is hoping construction will be completed in one construction season, beginning Spring 2021. Councilmember Lang stated that she recalls a proposed Michigan U-Turn near the Uhaul and Gas Station on 4700 S and 4000 W and questioned if this will still occur. Dan replied no. He stated that the bridge over the canal will be rebuilt and the railroad crossing near 5600 West will be reconstructed as well. Dan detailed traffic flow patterns for 4700 South. He indicated that the City will work cooperatively on this project with MSD and Salt Lake County Engineering (who represent Kearns Metro Township). Councilmember Buhler asked if this project will begin when 4100 South is completed. Dan replied yes and noted that the projects won't be worked on at the same time.

The City Council will consider Resolution 19-129 at the Regular Council Meeting scheduled October 8, 2019 at 6:30 P.M.

RESOLUTION 19-130: AUTHORIZE THE CITY TO APPROVE A DELAY AGREEMENT WITH WASATCH CLEAN ENERGY, LLC TO DELAY CERTAIN IMPROVEMENTS AT 2265 SOUTH 5650 WEST

Dan Johnson, Public Works, presented proposed Resolution 19-130 that would authorize the City to approve a Delay Agreement with Wasatch Clean Energy, LLC to delay certain improvements at 2265 South 5650 West.

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

> Wasatch Clean Energy LLC has requested to delay the installation of off-site improvements on 2265 South 5650 West as required by ordinance for their proposed site improvements. Improvements include the installation of curb, gutter, sidewalk and asphalt tie-in to the existing roadway. The applicant will be required to install asphalt pavement in the center of the roadway as no improvements currently exist on 5650 West.
>
> Presently, there are no existing adjoining improvements along this property. Postponing the construction of the required improvements would allow time for additional development to provide similar adjoining improvements, and would eliminate the creation of drainage problems.

Councilmember Lang asked if the City intends to install asphalt at the same time. Dan replied that the City will coordinate with the applicant and do something at the same time. Councilmember Buhler asked if this is a project where the delay agreements could potentially be called. Dan replied yes.

The City Council will consider Resolution 19-130 at the Regular Council Meeting scheduled October 8, 2019 at 6:30 P.M.

COMMUNICATIONS

A. ACCESSORY DWELLING UNIT DISCUSSION

Steve Pastorik, CED, presented a PowerPoint presentation summarized as follows:

- ADU Ordinance History
  - On 5/17/2016, the Council approved resolution 16-81 directing "staff to prepare an ordinance permitting the development of accessory dwelling units on appropriate properties…"

  - On 7/19/2016, the Council considered ordinance 16-33 to allow accessory dwelling units under certain conditions. The Council continued the ordinance to a date uncertain.
- Summary of Ordinance 16-33
  - On 5/17/2016, the Council approved resolution 16-81 directing "staff to prepare an ordinance permitting the development of accessory dwelling units on appropriate properties…"
  - On 7/19/2016, the Council considered ordinance 16-33 to allow accessory dwelling units under certain conditions. The Council continued the ordinance to a date uncertain.
- Utah Accessory Dwelling Use Survey
  - Steve displayed a map indicating location of participating cities, towns, and counties
  - Does your City permit accessory dwelling units in 1 or more zones?
    - 36.96%- no
    - 63.04%- yes
  - If ADU's are permitted, approximately what percentage of zones allow them?
    - 1-25%/ 19.30%
    - 25-50%/15.79%
    - 50-75%/12.28%
    - 75-100%/ 52.63%
  - Displayed a graph indicating what type of ADU's are permitted
    - Almost 60% detached
    - Almost 80% attached
    - Almost 20% other
  - Displayed a graph with responses to how many are allowed in zone

Councilmember Buhler asked how many parking stalls the City required in the original proposed ordinance. Steve replied one. Mayor Bigelow stated that he is concerned that there are a lot of ADU's that are constructed without licensing and approval and likely don't meet safety standards. He noted that he has seen many of these types of units throughout the City. Mayor Bigelow stated that he is concerned about creating an ordinance that would allow more of these types of units but also feels that an ordinance may help some that are illegal come into compliance. Councilmember Lang stated that the original proposed ordinance restricted how many there could be and in what locations. She added that many Cities are open to ADU's due to the increase in homelessness and the need for affordable housing and indicated that it may be time for the City to revisit a possible ordinance. Mayor

Bigelow stated that parking and traffic is a significant concern in neighborhoods, and he worries that ADU's would increase this problem. He noted that one parking stall per unit doesn't make sense in the environment that exists today where families have multiple vehicles per household. Mayor Bigelow stated he would be interested in finding out how the City can gain more control in regulating ADU's. Steve stated that the City recently passed an ordinance related to boarding homes that is similar to this issue. Mayor Bigelow stated that he prefers ADU's over boarding homes because units are completely separate, and health and safety standards seem to be clearer and make more sense. Mayor Bigelow asked if requiring a property owner to live on site in an ADU scenario is enforceable. Steve replied it is difficult but other cities have utilized deed restrictions. He explained some of the difficulties that occur with enforcing this. Councilmember Buhler stated that he feels it's a reasonable compromise to require a property owner to live on site, so they are not renting two separate units to two different families. Mayor Bigelow agreed. Councilmember Buhler stated that there are some people who would want to comply with the law if an ADU ordinance were in place. Mayor Bigelow stated that the Council would like more information that includes comparison to other Cities, information on what type of pressure there is in relation to the ADU movement, and information on whether this type of change makes sense for West Valley City at this time. He noted that he could see smaller homes and properties wanting ADU's more. Councilmember Fitisemanu stated that he would be open to adopting something. Mayor Bigelow stated that he isn't ready for a proposal but would like to see what trends there are and would like to understand if this is a problem existing in the City.

Ordinance 19-40/ Sign Ordinance

Nicole Cottle, CED Director, stated that staff has further discussed Ordinance 19-40 scheduled on the Regular City Council meeting at 6:30 PM. She stated that based on the conversation held by Council and the direction given, staff would recommend striking lines 36-39 and modifying line 33 and 34 to state "…overall, height, size, ~~shape~~, and square footage shall not be increased, nor shall the type be changed." She stated that she feels this accomplishes the goal of the Council as expressed in the earlier conversation but noted that she has not confirmed with the applicant if this will meet their need.

Barbara Riddle, ChamberWest, stated that the applicants sign is actually smaller in square footage so the proposed change would meet the needs of the applicant. She distributed an image of the sign proposed sign.

B. COUNCIL CALENDAR

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

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 that he was approached by a young resident of the City who would like the Council to pass a resolution in support of the Granite Symphony. Mayor Bigelow suggested a letter signed by himself on behalf of the Council.

B. COUNCIL REPORTS

COUNCILMEMBER FITSEMANU- CENSUS

Councilmember Fitisemanu stated that he met with the census group. He indicated progress has been great and he is hopeful for a great count in West Valley City.

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 OCTOBER 1, 2019 WAS ADJOURNED AT 6:01 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, October 1, 2019.

_____

Nichole Camac, CMC
City Recorder

DRAFT

WEST VALLEY CITY

PROCLAMATION

A PROCLAMATION DECLARING OCTOBER 8, 2019 AS NO CHILD GOES HUNGRY DAY IN WEST VALLEY CITY.

WHEREAS, the West Valley City Council values every child in our community, without regard to race, color, religion, national origin, sex, or familial or economic status; and

WHEREAS, we recognize and declare that no child in our community should ever go hungry when there is an abundance of food readily available, and that working together we can ensure that all children are provided with enough to eat; and

WHEREAS, the USANA Foundation's KidsEat program provides backpacks containing easy to prepare food and snacks for children to take home for the weekend or extended holiday breaks, as otherwise they may not have enough to eat until they return to school; and

WHEREAS, KidsEat provides over 800 backpacks full of food each week throughout the Salt Lake Valley, with over 750 extended holiday break backpacks are distributed specifically to Granite School District schools, with plans to expand to reach more schools: and

WHEREAS, the cost for the KidsEat! Foundation to provide food for the backpacks is approximately $7,000 per month, for which they rely solely on generous donations of food and money; and

WHEREAS, West Valley City is pleased to participate in the launch of the USANA Foundation KidsEat Center, a local humanitarian center and warehouse, including a packing line in which local businesses and families can participate, enabling KidsEat and the community to fight hunger together and enrich the lives of local children; and

WHEREAS, the City is grateful for the individuals and businesses that have contributed to this worthy cause;

NOW, THEREFORE, we, the Mayor and City Council of West Valley City, Utah, do hereby proclaim October 8, 2019 as No Child Goes Hungry Day in West Valley City and encourage all residents and businesses within the City to support efforts to end childhood hunger in the City and in Utah.

PASSED and APPROVED this 8th day of October, 2019.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item: _____
Fiscal Impact: 36,333.00_____
Funding Source: Grant Reimbursement
Account #: 6640-740
Budget Opening Required: ☐

ISSUE:

Purchase EOD suit and related protection devices for the West Valley City Bomb Unit.

SYNOPSIS:

The purchase of this protection device allows technicians to go down range and render safe explosive devices which may occur. The suit we are asking for is replacing a suit which has reached end of life. The suit will be purchased form MED-ENG LLC.

BACKGROUND:

The EOD suit which we are purchasing is replacing one of the suits which our team currently utilizes. The suits have a shelf life and at end of life they are determined to not be safe to go down range and disrupt or take care of explosive items. With this purchase we will be able to maintain two suits for the team.

West Valley City is part of a statewide bomb team and is eligible for certain grant funding for safety equipment. Once we purchase the suit the State of Utah will reimburse the entire amount for the equipment.

RECOMMENDATION:

City staff recommends approval to the City Council.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF AN EOD SUIT FROM MED-ENG LLC.

WHEREAS, West Valley City wishes to purchase an EOD suit for use by the Fire Department; and

WHEREAS, Med-Eng, LLC produces the EOD suit compatible with existing equipment and state grant requirements; and

WHEREAS, the price quoted by Med-Eng, LLC 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 equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase said equipment from Med-Eng, LLC for an amount not to exceed $36,333.00 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

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

Quote ID	Customer ID
QUO-04092-Y3B4X5	3017744

Customer:	West Valley City 3575 S Market St. Salt Lake City UT US 84119
Contact:	Kevin McLachlan

Ship To: West Valley City

Date	Payment Terms	Lead Time *	Expiry Date	Inco term	End user	Currency
9/16/19	Net30	22 Wks A.R.O.	2/4/20	DDP - UT	WEST VALLEY CITY	US Dollar

Item No.	Part Number	Quantity	Unit	Unit Price	Discount	Total Price
1.	**8000620**	1.00000	EA	$17,433.00		$17,433.00

Suit EOD 10 Olive Drab X-Large
ODG11310 X-Large
The EOD® 10 Bomb Suit Ensemble has been engineered to provide unprecedented personal protection against the threats of an explosive blast. Each component of the suit and helmet is developed to provide a balanced amount of protection to specific body areas. The SM ensemble will fit heights from 6'1" to 6'6" (95 to 125 cm), and weights from 209 to 275 lbs (95 to 125 kg). The XL Ensemble weighs 76.0 lbs (34.5 kg) with the EOD 10 Helmet.

NSN: 8470-20-010-4554

*All other sizes are $16,743

8000618 -Small
8000502 - Medium
8000619 - Large

2.	**8000737**	1.00000	EA	$13,873.00		$13,873.00

EOD 10 Helmet Pkg, Olive Drab
The EOD® 10 Helmet is lighter than the previous generation bomb suit helmet and provides higher levels of protection against the threats of overpressure and fragmentation. The Helmet incorporates an innovative inflatable liner and pump that allows a custom fit to more head profiles and sizes than previous generations without the need for fit pads. It Fits the 5th percentile female to 95th percentile male

*** Lead time subject to change due to product availability at time of order**

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

heads.

NSN: 8470-20-010-4555

3.	**8000807**	1.00000	PR	$285.00	$285.00

Full Foot Protection, Regular - Pair

NSN: 8470-20-010-4556

4.	**8002002**	1.00000	EA	$444.00	$444.00

Trouser Expansions EOD 10 X-Large

NSN: N/A

*All sizes are the same price

8001998 - Small
8002000 - Medium
8002001 - Large

5.	**8001061**	1.00000	EA	$963.00	$963.00

BB-2590 Battery W/Charger Kit
Contains a single BB-2590 Rechargeable Li-Ion Battery; 4.4" (112mm) x 2.4" (61mm) x 5.0" (127mm), weight 3.9 lb (1.8 kg). It has a state of charge indicator on the top and uses the floating U.S. Army connector. Total Voltage is 24.0V (2 sections 12.0V each). Maximum Voltage 31.0V (2 sections 15.5V each). Capacity in 24V Mode: 4.9 Ah, 12 12V Mode: 9.8 Ah. A single medium rate charger is included.

NSN: N/A

6.	**8001062**	1.00000	EA	$735.00	$735.00

AA Battery Housing W/24 AA Cells Kit
Contains; 24 x AA Alkaline Batteries for use in the EOD 10 AA Battery Housing, the AA Battery Housing, and the AA Battery Housing Pouch w/MOLLE clip.

NSN:

*** Lead time subject to change due to product availability at time of order**

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MED-ENG, LLC.
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www.med-eng.com

QUOTATION

7.	**8001051**	1.00000	EA	$2,600.00	$2,600.00

BA Face Shield Kit, EOD 10
The EOD® 10 Breathing Apparatus (BA) Face Shield Kit has been developed as a key part of an effective solution for CBRNe operations where Chemical-Biological threats are suspected. The BA Face Shield integrates with a large number of third-party respiratory protective ensembles, including Self-Contained Breathing Apparatus (SCBA) and Power Air Purifying Respirators (PAPR) models

NSN: N/A

Sub-Total:	**$36,333.00**
Total Discount:	**$0.00**
Total Freight Amount:	**$0.00**
Total Misc Amount	**$0.00**
Total Sales Tax:	**$0.00**
Total Amount:	**$36,333.00**

*** Lead time subject to change due to product availability at time of order**

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com

Item #:	
Fiscal Impact:	$134,260
Funding Source:	Class C Roads State Transportation Funds
Account #:	45-9610-40750-75198-0600
Budget Opening Required:	Yes

ISSUE:

4100 South; Bangerter Highway to 5460 West street light purchase

SYNOPSIS:

Purchase street lights to be installed by the 4100 South contractor

BACKGROUND:

West Valley City is reconstructing 4100 South between Bangerter Highway and 5460 West. Included with the project is the installation of 70 new street lights.

Mountain States Lighting is the supplier for the city standard street lights. Mountain States provides a substantial savings if the city purchases lighting products directly and supplies them to the contractor.

This resolution is for the purchase of seventy acorn style light poles and fixtures for use in the project. The total cost for the lights is $134,260.

The cost of these lights has been included in the budget planning process for this project.

RECOMMENDATION:

Authorize the Public Works Department to purchase street lights from Mountain States Lighting for a cost of $134,260 for use on the 4100 South Reconstruction Project.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF STREETLIGHTS FROM MOUNTAIN STATES LIGHTING.

WHEREAS, West Valley City is reconstructing 4100 South between Bangerter Highway and 5460 West (the "Project"); and

WHEREAS, streetlights compatible with the City's existing street lighting fixtures are required to complete the Project; and

WHEREAS, Mountain States Lighting is the manufacturer of the City's standard street lighting fixtures; and

WHEREAS, the price quoted by Mountain States Lighting 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 equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase street lighting fixtures and related equipment from Mountain States Lighting for an amount not to exceed $134,260.00 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

Item:
Fiscal Impact: $500,000
Funding Source: Class C Road Fund
Account #: 11-7582-40750-75166-0000

Budget Opening Required: Yes

ISSUE:

Interlocal Cooperation Agreement between Greater Salt Lake Municipal Services District and West Valley City – 4700 South Reconstruction Project

SYNOPSIS:

An interlocal cooperation agreement between the Greater Salt Lake Municipal Services District (MSD) and West Valley City relating to the reconstruction of 4700 South between 4000 West and 5600 West

BACKGROUND:

In 2015, West Valley City and Salt Lake County executed a federal aid agreement that enabled the city and county to access federal funds programmed for the 4700 South Reconstruction project. The City and the County also executed an interlocal cooperation agreement to define cost sharing arrangements associated with the project. After completing the environmental document, it became apparent that the project was underfunded for the proposed scope, and the City and the County put the project on hold to seek additional funds. Original project funds totaled approximately $8 million. New funding totals approximately $16 million in federal aid and other funds. Since the execution of the original agreements, the County Council created the MSD and the Kearns Metro Township came to be. The MSD recently executed a new Federal Aid Agreement, replacing and superseding the previous FAA, capturing the new funding totals. Under the FAA, the project gains access to the federal funds and other design and construction agreements will be executed under the umbrella of the FAA. Under this Interlocal Cooperation Agreement, the MSD and West Valley City agree to work together on the execution of the project.

Approximately ¼ of the project area falls within the jurisdiction of West Valley City. Through this agreement, the City and MSD agree to share the federal funds proportionally, and to pay matching funds and any overrunning costs proportionally. Under this agreement, the city agrees to pay up to a total of $500,000. This agreement will be amended if additional funds are necessary.

Because of the use of federal transportation funds, the project will be administered through UDOT. Currently, an engineering design consultant selection procurement process is taking place. It is anticipated that design will begin in the coming months. Construction is tentatively scheduled for spring of 2021.

RECOMMENDATION:

Approval and Execution of the Agreement

SUBMITTED BY:

Daniel Johnson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN WEST VALLEY CITY AND THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT FOR THE RECONSTRUCTION OF 4700 SOUTH.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City is completing the reconstruction of 4700 South between 4000 West and 5600 West (the "Project"); and

WHEREAS, funds are provided to several different entities pursuant to a federal aid agreement for the completion of the Project; and

WHEREAS, the City has executed Interlocal Agreements with the other entities involved and now needs to finalize the Project with the Greater Salt Lake Municipal Services District (the "MSD"); and

WHEREAS, an agreement has been prepared for execution by and between the City and MSD, a copy of which is attached hereto and entitled "Interlocal Cooperation 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 the Greater Salt Lake Municipal Services District 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

INTERLOCAL COOPERATION AGREEMENT

between

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

and

WEST VALLEY CITY

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into this ____ day of _____, 2019, with an effective date as provided in Section 16 of this Agreement, by and between Greater Salt Lake Municipal Services District, a Political Subdivision of the State of Utah (the "MSD"); and West Valley City, a municipal corporation of the State of Utah (the "City"). The MSD and the City are sometimes referred to collectively as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

W I T N E S S E T H :

WHEREAS, the MSD and the City are public agencies as defined by Title 11, Chapter 13, UTAH CODE ANN. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, pursuant to the Federal Aid Agreement ("FAA"), attached hereto as Exhibit "A" and incorporated herein, for Project No. F-2240(2)0 (the "Project"), 4700 South from 4000 West to 5600 West, the MSD is identified as a Local Government awarded financing from federal-aid highway funds; and

WHEREAS, in addition to the federal-aid highway funds, the City shall provide funds for the Project; and

WHEREAS, the City and the MSD desire to enter into an agreement, which sets forth the rights, obligations and responsibilities of each Party for the Project.

A G R E E M E N T :

NOW, THEREFORE, in reliance on the stated recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter 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:

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings, the Parties hereby agree as follows:

1. MSD Obligations. Except as provided in Section 2 of this Agreement, the MSD shall perform all of Section III of the FAA, Local Agency Roles and Responsibilities on a

Federally Funded Local Government Project. These obligations include, but are not limited to: design, bidding, and construction of the Project through the Utah Department of Transportation ("UDOT"). The MSD will consult with the City in making project decisions, and will give the City deference in making decisions within the jurisdictional area of the City provided that such deference does not increase the cost of the project at MSD's expense. The City shall diligently cooperate with MSD to ensure that the decisions are sound and made in a timely manner.

2. City Obligations.

a. The City shall perform the following:

i) The City agrees to pay the local matching funds on the portion of the Project determined to be within the West Valley City jurisdictional limits (the "WVC Local Match"). The local match is 6.77% of each federal dollar spent.

ii) In the event that the Project costs exceed or overrun the federal funds available through Federal-Aid Highway Funds, West Valley City agrees to pay its proportional cost exceeding the federal funds, (the "WVC Additional Amount") for improvements within the jurisdictional limits of the City only. However, the City shall not be obligated to pay any additional amount exceeding the federal funds that results from Change Orders that are not approved by the City and/or are unrelated to the improvements within the jurisdictional limits of the City.

iii) The City's obligations pursuant to Subsections 2(a)(i) and 2(a)(ii) are limited to a total of $500,000. In the event that additional funds are necessary, this Agreement may be amended by execution of the Parties.

iv) The Parties agree that the City will pay the WVC Local Match to the MSD within 30 days after the MSD's receipt of any invoice from UDOT, and the City will pay the WVC Additional Amount within 30 days after Project costs are known and approved by the City, which approval shall not unreasonably be withheld, delayed or conditioned.

3. Approval and Coordination. The MSD shall obtain City approval of all Project design plans, drawings, and specifications prior to bid for the portion of the Project within West Valley City limits. In addition, the MSD shall obtain City approval for the Project schedule, Project construction coordination, including change orders, and any Project modification within West Valley City limits. The City shall cooperate and respond to all requests for approval promptly after receipt of any such request and shall not unreasonably withhold, condition, or delay any approval required under this paragraph or elsewhere in this Agreement.

4. Services Performed in a Professional and Reasonable Manner. The MSD shall perform project management in a professional, reasonable and responsive manner in compliance with all applicable laws. Subject to the foregoing, the exact nature of how the services are to be performed, and any other matters incidental to providing services shall remain with the MSD. All construction will comply with applicable law.

5. Retaining Consultants and Contractors. The MSD will consult with the City and consider input from the City in selecting consultants.

6. Termination. If the design and construction of the Project are not completed by the end of the term as set forth herein, and the MSD desires to extend this Agreement, the MSD shall request an extension from the City as soon as reasonably possible. The request shall be in writing and shall indicate the reason for the request and the length of the extension desired. The City shall not unreasonably withhold, condition, or delay its acceptance of a request by the MSD for an extension. Within 30 days of receipt of such written request, the City shall notify the MSD in writing of its intent to accept or reject the request, and the Parties shall amend this Agreement with a new termination date if accepted. This Agreement may be terminated, for cause, upon 90 days written notice to the non-terminating Party if the other Party fails to cure the default identified in the written notice within the 90 day notice period.

7. Liability and Indemnification. The City and the MSD are governmental entities under the Utah Governmental Immunity Act (the "Act"), UTAH CODE ANN. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

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

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
(c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and
(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board consisting of the City Manager of the City and the General Manager of the MSD. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that

a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

9. *Reserved.*

10. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows, or (c) upon receipt of an e-mail notice addressed to the respective Parties as follows:

If to MSD:
Bart Barker
General Manager
2001 S. State St., N3 600
Salt Lake City, UT 84190
E-mail: bbarker@msd.utah.gov

With a copy to:
Mark H. Anderson
General Counsel
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, UT 84111
E-mail: mhanderson@fabianvancott.com

If to the City:
Wayne T. Pyle
City Manager
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: wayne.pyle@wvc-ut.gov

With a copy to:
J. Eric Bunderson
City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119
E-mail: eric.bunderson@wvc-ut.gov

11. *Reserved.*

12. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. Resolution of Claims and Disputes. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County, Utah.

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

15. Amendments. This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by the governing bodies of the MSD and City, including the adoption of any necessary resolutions or ordinances by the MSD and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the MSD and the City, respectively, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the execution by each respective attorney, and (d) filed with the keeper of the records of each Party.

16. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the adoption of a resolution by the governing body of each of the MSD and the City, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate on the earlier of (i) the completion of the Project or (ii) within five (5) years after the execution of this Agreement as set forth herein. Except as otherwise provided in Section 6 there is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

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

18. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that this Agreement requires administration other than as set forth herein, it shall be administered jointly by the MSD General Manager and the West Valley City Manager, each of whom will have one (1) vote.

19. Additional Provisions. The following provisions also are integral to this Agreement:

(a) *Titles and Captions*. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) *Pronouns and Plurals*. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) *Applicable Law*. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) *Integration*. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) *Time*. Time is the essence hereof.

(f) *Survival*. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

(g) *Waiver*. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) *Rights and Remedies*. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

(i) *Attorney Fees*. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party.

(j) *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(k) *Severability*. The provisions of this Agreement are severable and, should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(l) *Cumulative Remedies*. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(m) *Exhibits and Recitals*. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth in their entirety within the body of this Agreement.

(n) *No Agency*. Agents, employees or representatives of a Party shall not be deemed to be agents, employees or representatives of the other Party.

IN WITNESS WHEREOF, the MSD, by a resolution duly adopted by its governing authority, caused this Agreement to be signed and attested by the Chair of the MSD Board of Trustees, or his designee; and the City, by resolution of its Council, caused this Agreement to be signed by the Mayor, or his designee.

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By: _____
Joe Smolka, Chair

Approved as to Form and Legality:

Greater Salt Lake Municipal Services District

By: _____

Date: _____

WEST VALLEY CITY

By: _____
Mayor Ron Bigelow or Designee

ATTEST:

_____
City Recorder

Approved as to Form and Legality:

WEST VALLEY CITY ATTORNEY

By: _____
West Valley City Attorney
Date: _____

4836-0285-7376, v. 2

ITEM #_____
FISCAL IMPACT: $0.00
FUNDING SOURCE: N/A
ACCOUNT NUMBER: N/A

ISSUE:

Delay Agreement from Wasatch Clean Energy – Scott Haslam for property located at 2265 South 5650 West

SYNOPSIS:

A delay of the installation of improvements required by city development code

BACKGROUND:

Wasatch Clean Energy LLC has requested to delay the installation of off-site improvements on 2265 South 5650 West as required by ordinance for their proposed site improvements. Improvements include the installation of curb, gutter, sidewalk and asphalt tie-in to the existing roadway. The applicant will be required to install asphalt pavement in the center of the roadway as no improvements currently exist on 5650 West.

Presently, there are no existing adjoining improvements along this property. Postponing the construction of the required improvements would allow time for additional development to provide similar adjoining improvements, and would eliminate the creation of drainage problems.

RECOMMENDATION:

Approval of Delay Agreement.

SUBMITTED BY:

Daniel Johnson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO APPROVE A DELAY AGREEMENT WITH WASATCH CLEAN ENERGY LLC TO DELAY CERTAIN IMPROVEMENTS AT 2265 SOUTH 5650 WEST.

WHEREAS, Wasatch Clean Energy LLC ("Owner") is the owner of certain property located at 2265 South 5650 West (the "Property"); and

WHEREAS, the City Code requires that certain improvements be completed adjacent to the Property unless a delay agreement is executed; and

WHEREAS, a delay agreement would permit time for future development and ensure that the improvements adjacent to the Property are completed in a consistent manner that avoids drainage concerns and related complications; and

WHEREAS, a delay agreement (the "Agreement") has been prepared by and between the City and Owner setting forth the terms on which the improvements adjacent to the property may be delayed; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the delay agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced document entitled "West Valley City Delay Agreement For Completion of Improvements" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute, and the City Recorder is authorized to record, the Agreement for and on behalf of West Valley City, subject to final approval 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

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

Parcel I.D. #: 14-23-279-030, 14-23-279-029 & 14-23-279-026

WEST VALLEY CITY
DELAY AGREEMENT FOR COMPLETION OF IMPROVEMENTS

THIS AGREEMENT, (herein "Agreement"), is entered into this 9 day of September, 2019.

***** PARTIES *****

"APPLICANT": Wasatch Clean Energy LLC - Scott Haslam

a(n): ☐ individual ☐ corporation ☐ partnership ☒ limited liability company ☐ trust ☐ other

Address: 1985 S. Milestone Dr. Ste D

City: Salt Lake City State: Utah Zip: 84104

Telephone: (801) 6639811

Email scott@wasatchfleetservice.com

"CITY": West Valley City, a municipal corporation of the State of Utah,
Address: 3600 S. Constitution Boulevard, West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

PROCESSING FEE – This s a non-refundable fee to be paid at the time AGREEMENT is submitted ***(CHECK ONE):***
X_____ $300 – Commercial
_____ $100 – Residential

This Box For City Use Only		
□ Fee Paid	Agreement ID #	Check #:

*** * * * * RECITALS * * * * ***

WHEREAS, APPLICANT desires to execute the following type of Delay Agreement ***(CHECK ONE)***:

X_____ Delay Agreement for off-site improvements

_____ Delay Agreement for on-site improvements

_____ Other (explain): _____

with the CITY for Wasatch Fleet Services
(DESCRIPTION OR NAME OF PROJECT)

located at 2265 S. 5650 W. West Valley, Utah
(ADDRESS OF PROJECT)

the legal description of land contiguous to where the improvements described below are to be installed and/or constructed must be provided ***(CHECK ONE)***:

X_____ more particularly described in Exhibit A attached hereto and incorporated herein by reference;

- or -

_____ more particularly described as follows, to wit: _____

_____

WHEREAS, West Valley City ordinances require APPLICANT to install the following improvements: _____

_____

WHEREAS, prior to the actual issuance of any permit(s)/approval(s), APPLICANT is required to complete this Agreement, which will delay the installation of the following improvements ***(CHECK ONE)***:

X_____ described in Exhibit B, attached hereto and incorporated herein by this reference;

- or -

_____ described as follows: _____

_____

WHEREAS, CITY cannot grant said permit(s) and/or approval(s) until APPLICANT agrees to the conditions set forth hereunder regarding the above-described improvements.

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. CITY agrees to permit APPLICANT (CHECK ONE OF THE FOLLOWING):

X_____ to defer completion of the improvements until such time as written notice is sent to APPLICANT demanding installation and/or completion of any or of all the improvements; or, to reimburse CITY for CITY's installation and/or completion of the improvements at such time as CITY, through written notice to APPLICANT, demands reimbursement.

- or -

_____ Other (explain): _____

2. Unless otherwise expressly agreed in paragraph 1 above, CITY may require any or all of the improvements to be partially or wholly completed, in any order or pursuant to any timetable deemed appropriate by CITY.

3. Installation of the improvements by APPLICANT shall commence within 30 days of the date of the written notice or other time mentioned in paragraph 1 above, and shall be completed within 90 days of the date of the written notice.

4. The cost of the improvements and their installation and completion shall be completely and wholly borne by APPLICANT.

5. APPLICANT shall not be relieved from the obligation to install the improvements until such installation has been performed to the satisfaction of CITY.

6. Notwithstanding the provisions set forth above, if prior to the deferred time period set out in paragraph 1 above APPLICANT applies to CITY for approval to develop the property adjacent to the property described above, CITY may require said deferred improvements to be installed at the same time approval is given to develop the adjacent property.

7. If APPLICANT sells or leases property adjacent to the property described above and the buyer or lessee applies to CITY for approval to develop the adjacent property, CITY may require the improvements to be installed at the same time approval is given to develop the adjacent property.

8. The parties expressly agree that CITY may at any time, at its option, install and/or complete the improvements. Should CITY exercise its option, APPLICANT shall reimburse to CITY, within 30 days of the date mentioned in paragraph 1 above, all costs resulting from said installation and/or completion.

9. Should APPLICANT fail to install and complete the improvements as required by CITY pursuant to the terms of this Agreement or reimburse CITY as herein agreed, or otherwise fail to perform its obligation pursuant to the terms of this Agreement, APPLICANT recognizes CITY's right to recover the costs necessary to install the improvements or obtain reimbursement therefore through foreclosure proceedings on the property described above.

10. If a special improvement district is proposed, which district would in whole or in part finance the installation of any or of all the improvements required under this Agreement, APPLICANT expressly agrees not to oppose the forming of the special improvement district or the cost thereof. APPLICANT expressly acknowledges that its obligation for completion of or reimbursement for any improvements which are the subject of this Agreement, but are not or will not be installed as part of the special improvement district, shall not be affected by said special improvement district.

11. Any and all of the obligations of APPLICANT as outlined in this Agreement shall run with the land described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors-in-interest, assigns, transferees, and any subsequent purchaser of the parties.

12. In the event CITY commences legal action to enforce or interpret any term of this Agreement, CITY shall be entitled to recover from APPLICANT reasonable attorney's fees, court costs, and any other costs in connection with said action.

13. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.

***** SIGNATURE REQUIREMENTS *****

1. **SIGNATURE(S) FROM A CORPORATION**. If Applicant is a Corporation, this Agreement shall be signed by the President. If someone other than the President signs on behalf of the company, a "Corporate Resolution" must be attached, and should verify that the person signing the agreement can bind the corporation.

2. **SIGNATURE(S) FROM A PARTNERSHIP**. If Applicant is a Partnership, this agreement shall be signed by the General Partner.

3. **SIGNATURE(S) FROM A LIMITED LIABILITY COMPANY.** If Applicant is a Limited Liability Company, this Agreement shall be signed by a Managing Member. CITY may request a copy of the Articles of Organization.

4. **SIGNATURE(S) FROM A TRUST.** If Applicant is a trust, this Agreement shall be signed by a Trustee.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

"APPLICANT"

By: _____

Print Name: Scott Haslam

Title: Owner

(Signature must be notarized on pages following.)

"CITY"

_____

MAYOR

_____

CITY MANAGER

ATTEST:

_____

CITY RECORDER

APPROVED AS TO CONTENT:

By: _____ _____

CITY Department Date

APPROVED AS TO FORM:

By: _____ 9/24/19

CITY Attorney's Office Date

APPLICANT NOTARIZATION

(Notary must complete the correct certificate)

COMPLETE ONLY IF APPLICANT IS AN INDIVIDUAL

State of Utah)
:ss
County of Salt Lake)

On this 12 day of ~~May~~ sept, ~~2018~~ 2019, personally appeared before me Samuel Wright, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.

Notary Public

MICHELLE MALONEY
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 688482
COMM. EXP. 04/22/2020

Exhibit "A"

13030151
7/16/2019 9:55:00 AM $40.00
Book - 10803 Pg - 7308-7310
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PROVO LAND TITLE COMPANY
BY: eCASH, DEPUTY - EF 3 P.

PROVO LAND TITLE COMPANY

Order No. 80478-19

When recorded mail to:
Wasatch Clean Energy, LLC
1985 South Milestone Drive Suite D
Salt Lake City UT 84104

QUIT-CLAIM DEED

Wasatch Clean Energy, LLC
grantor County of Salt Lake State of Utah, hereby QUIT-CLAIM to
Wasatch Clean Energy, LLC, a Utah limited liability company
grantee of **1985 South Milestone Drive Suite D Salt Lake City UT 84104**

for the sum of Ten Dollars and other good and Valuable considerations
the following described tract(s) of land in Salt Lake County, State of Utah;

See attached exhibit "A"

SUBJECT TO easements, rights of way and restrictions of record.

TAX SERIAL NO.
14-23-279-030 & 14-23-279-029 & 14-23-279-026

Witness the hand of said grantor, this 5th day of June, 2019.

Wasatch Clean Energy, LLC

Managing Partner
By: Scott James Haslam, member/manager

Wasatch Clean Energy, LLC

Managing Partner
By: David Kent Haslam, member/ manager

NOTE: This Quit-Claim Deed is being recorded to combine parcles for tax purposes.

STATE OF UTAH

COUNTY OF

On this 5TH day of ~~June,~~ July 2019, personally appeared Scott James Haslam and David Kent Haslam, whose identities are personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did they are the managers/members of Wasatch Clean Energy, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said member acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.

Notary Public 7/5/2019

PHILLIP D HARRISON
Notary Public • State of Utah
Commission # 697067
My Commission Expires
September 19, 2021

Exhibit "A"
Property Description

PARCEL 1: Serial No. 14-23-279-030

Lot 12, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the West.

PARCEL 2: Serial No. 14-23-279-029

Lots 13 through 18, 34 through 42, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the West of Lots 13 through 18, and together With one-half the vacated alley abutting on the East of Lots 34 through 42.

PARCEL 3: Serial No. 14-23-279-026

Lots 19 through 33, inclusive, Block 8, HAYNE'S ADDITION, PLAT "E", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah.

TOGETHER WITH one-half the vacated alley abutting on the East of Lots 27 through 33, and together With one-half the vacated alley abutting on the East of Lots 25 and 26, and together With one-half the vacated alley abutting on the West of Lots 19 through 24, and together with vacated street abutting on the North of Lots 24 and 25.

'Exhibit B'

Delay Agreement

9 September, 2019

Property Owner: Wasatch Fleet Service

Property Location: 2265 S. 5560 W. West Valley, Utah 84104

CURB & GUTTER: 456 Lineal Ft. of 30" curb and gutter

SIDEWALK: 456 Lineal Ft. of 5' sidewalk

ASPHALT: 20.5' along 456 feet of frontage

STORM DRAIN: Concrete storm drain system to adequately drain storm water along entire 456 foot frontage.

Parcel # 14-23-279-030, 14-23-279-029, 14-23-279-026


Wasatch Clean Energy
5600 West
2300 South