



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, November 26, 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. November 19, 2019

6. Awards, Ceremonies and Proclamations:

A. Proclamation Recognizing November 30, 2019 as Small Business Saturday

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the

- 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.

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. Ordinances:

A. 19-47: Repeal and Reclassify Certain Ordinances, Modify Criminal Punishments, and Add Mental States for Criminal Culpability

9. Resolutions:

A. 19-151: Approve a Subscription Term Agreement with Paylocity Corporation Enterprise for the City's Payroll Program

B. 19-152: Authorize the Purchase of a Tractor from Deere and Company for Use by the Parks Department

10. Consent Agenda:

A. Reso. 19-153: Reappoint Janice Fisher as West Valley City's Representative to the Magna Mosquito Abatement District Board of Trustees for a Term Commencing January 2, 2020 and Ending January 1, 2024

B. Reso. 19-154: Nominate Karen Lang and Corey Rushton for Appointment to the

Jordan Valley Water Conservancy District Board of Trustees

- C. Reso. 19-155: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Rick Beagley for Property Located at 2573 South 7200 West
- D. Reso. 19-156: Authorize the City to Accept a Public Sidewalk, Lighting, and Utility Easement from Smith's Food & Drug Centers, Inc. for Property Located at Approximately 4065 South Redwood Road

11. Motion for Closed Session (if necessary)

12. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – NOVEMBER 19, 2019

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, NOVEMBER 19, 2019, AT 6:31 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

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

OPENING CEREMONY

Councilmember Lars Nordfelt conducted the Opening Ceremony. He requested that members of the audience, City Staff, and the Council rise and recite the Pledge of Allegiance.

SPECIAL RECOGNITIONS- SCOUTS

Mayor Bigelow welcomed Representative Elizabeth Weight and Scout Troop No. 3758 in attendance at the meeting to complete requirements for the Citizenship in the Community merit badge.

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APPROVAL OF MINUTES OF REGULAR MEETING HELD NOVEMBER 12, 2019

The Council considered the Minutes of the Regular Meeting held November 12, 2019. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held November 12, 2019. Councilmember Lang seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Josh Cameron stated that he is here to speak in favor of HB 411. He detailed reasons for supporting the bill and the need to support workers in the State of Utah and West Valley City.

Braiden Weeks stated that he is also in support of HB411. He indicated that the Navajo Power Station in Utah recently closed down. He stated that he bought his Aunt's house in Hunter and he is hoping to see the City progress and move toward the goal of net zero 2030.

Alan Naumann stated that he supports HB411. He indicated that he specializes in electric charging stations and only some of his industry will make money from this bill. Mr. Naumann noted that other projects outside of Rocky Mountain Power will still be able to be utilized by communities. He indicated that HB411 provides an opt out system for residents and the City can leave the program before money is spent if they are uncomfortable with the negotiation process, though he expects that to go well. Mr. Naumann stated that this bill will be a financial win for Salt Lake City. He added that he believes power rates will be less in the future and is the best financial decision for West Valley City.

Jesse Cox stated that he is a new resident of West Valley City but wants to express support for HB411. He indicated that there are challenges with the Inland Port Authority and West Valley City and Magna have both been drawn into that project. He stated that he believes these two issues overlap one another and it's important to see a future with quality of life and improved health. Mr. Cox stated he has asthma and didn't expect the winter inversion or poor air quality that the Salt Lake Valley has when he moved here so this is a personal motivation.

Representative Elizabeth Weight stated that she sits on the committee that considered this bill. She was impressed about the potential for the process in City

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discussions and the engagement in Community to ensure that residents were informed. Representative Weight stated that she sees a huge benefit to educating children as they see changes with increased traffic, Mountain View Corridor construction, Inland Port, the relocation of the prison, etc. She indicated that the opportunity to look at renewable energy is progress and is an exciting concept that she hopes West Valley City will consider by passing a resolution.

Chris Bell stated that he is in favor of HB411 and encourages the City to pass a resolution to adopt clean energy by 2030. He stated that passing a resolution opens a door for opportunity and noted that if citizens don't like the program, they can opt out. Mr. Bell stated that the program creates choice and will also create jobs and a tax base in Utah. He indicated that 12 communities have passed resolutions and he would like to see West Valley City be the 13th. He added that he feels the City has a duty to be a leader as the second largest City in the State. Mr. Bell noted that if the City doesn't like the terms, there is the ability to get out of the program and passing the resolution is nonbinding. He stated that he wants his daughter to live in a valley with less inversion.

Nancy Drozdek stated that she supports HB411 and renewable energy. She indicated that it's also important to be mindful on placement of wind turbines. She stated that she supports a zero carbon footprint and would like to see West Valley City be a leader in the State.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, stated that the City has been making great efforts over the last decade to "go green" and has been a leader in the State. He indicated that the City has made significant investments, had serious conversations, and done thorough and continuous research on methods be clean and renewable. He stated that this includes fleet improvements, including being the first in the State to convert to Hybrid Vehicles, including actual pursuit Police Units. Mr. Pyle indicated that the City has also undergone extensive LED conversion projects and are looking at several more in the near future. He stated that there is no accepted standard that provides a best way and noted that adopting a resolution just starts a conversation. He indicated that this is a noble goal but the actual steps, conditions, and what will work and what wont are so vague that it's difficult to see what the City is getting into or what can be learned. Mr. Pyle stated that whether the Council adopts a resolution or not, the City will continue to learn and look for ways to be a renewable, energy efficient community in a method that works best for the City.

C. CITY COUNCIL COMMENTS

Mayor Bigelow stated that the Council is very amenable in improving the environment even when it may cost more money. He indicated that the key to any

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decision lies in the information given and he feels as if the Council doesn't have that information at this time. He added that he doesn't like when outside entities impose deadlines. Mayor Bigelow indicated that the Council prefers to study issues, gather information, make the best decisions, and allow staff to carry out those decisions. He stated that he firmly believes that whether the Council adopts this resolution or enters into the community collective, the City Council will move forward and make the best choices for the community.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-7-2019, FILED BY JOE ANN TERBURG, REQUESTING FINAL PLAT APPROVAL FOR THE FMC WEST VALLEY SUBDIVISION LOT 2 AMENDED LOCATED AT 4135 WEST PIONEER PARKWAY

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled November 19, 2019, in order for the City Council to hear and consider public comments regarding application SA-7-2019, Filed by Joe Ann Terburg, requesting Final Plat Approval for the FMC West Valley Subdivision Lot 2 Amended located at 4135 West Pioneer Parkway.

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

The proposed subdivision will create two lots where an existing parking lot exists. The location of the new medical office building will be constructed on lot 2 and will be located at the northwest corner of the existing lot. The medical office building itself will comprise what will be known as lot 2A. The building/lot will have an area of approximately 20,447 square feet where 20,000 square feet is required. The remaining lot will contain approximately 96,384 square feet and will remain a parking lot for the foreseeable future.

Access to the subdivision will be gained from Pioneer Parkway. Access in and through the two lots will be achieved by interior drive aisles. Access easements will need to be recorded if not already in place. In addition to access easements, drainage easements will also exist to accommodate storm water.

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

ACTION: ORDINANCE NO. 19-46, APPROVE THE AMENDMENT OF

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LOT 2 FMC WEST VALLEY SUBDIVISION

The City Council previously held a public hearing regarding proposed Ordinance 19-46 that would approve the Amendment of Lot 2 FMC West Valley Subdivision.

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

Councilmember Christensen moved to approve Ordinance 19-46.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING THE WEST VALLEY CITY POLICE DEPARTMENT'S ACCEPTANCE OF A JUSTICE ASSISTANCE GRANT (JAG) THROUGH THE U.S. DEPARTMENT OF JUSTICE PROGRAMS

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled November 19, 2019, in order for the City Council to hear and consider public comments regarding the West Valley City Police Department's acceptance of a Justice Assistance Grant (JAG) through the U.S. Department of Justice Programs.

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

The U.S. Department of Justice Program is awarding the West Valley City Police Department the 2019 Edward Byrne Memorial Justice Assistance Grant (J.A.G.). The allowable expenses of the grant are the purchase of equipment, to fund training, to fund programs they approve through the application process, and in some cases, pay salaries for those programs. The

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funds are allocated to West Valley City based on a formula that considers among other things, the population of West Valley City and our part one crime statistics. There is separate funding allocated to each state to ensure fairness. The J.A.G. Program allows states and local governments implement otherwise unfunded programs designed to improve the criminal justice system.

This award will be used to fund the police department's campaign to increase efficiency and efficacy across several bureaus. A number of sections and squads have been identified as targets for the first round of these improvements. These sections and squads are using outdated processes and equipment which results in slower response to community needs, less time available for policing, and cobbled-together, inefficient systems.

The project's goals are to improve the level of service provided to the community by decreasing the amount of time officers spend on non-policing related tasks, replace old and outdated technology to streamline data, and implement better processes. Increasing the efficiency and efficacy of the police department will result in better service for the people that live, work, or visit West Valley City.

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

ACTION: RESOLUTION NO. 19-143, AUTHORIZE WEST VALLEY CITY TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

The City Council previously held a public hearing regarding proposed Resolution 19-143 that would authorize West Valley City to accept the Edward Byrne Memorial Justice Assistance Grant.

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

Councilmember Lang moved to approve Resolution 19-143.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 19-144: APPROVE THE PURCHASE OF ONE FORD F-550 AND FOUR FORD POLICE INTERCEPTOR HYBRID SUVS FROM YOUNG FORD

Mayor Bigelow discussed proposed Resolution 19-144 that would approve the purchase of one Ford F-550 and four Ford Police Interceptor Hybrid SUVS from Young Ford.

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

The Public Works Department would like to purchase a Ford F-550 cab & chassis. This truck will be upfitted with a multi-function bed that will allow the Transportation Division to use it for street sign repairs & replacement, as well as painting and striping city cross walks.

The police department has had four Ford Police Interceptor Sedans totaled this past year at no fault of their own due to automobile accidents resulting in total losses. The City has been able recuperate \$107,128.32 from responsible party's insurance. Due to the Ford Police Interceptor Sedans going away, and the City deciding to go with the Ford Police Interceptor Hybrid SUV's that are priced substantially higher than the sedan, we have been authorized to use funds from the last TNT vehicle auction to cover the remainder of the difference.

Young Ford has the state contract (AV2529) to sell Ford vehicles. The prices indicated below are competitive and the vehicles meet the City's needs.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Ford F-550 cab & chassis	\$42,134.00
4	Ford Police Interceptor Hybrid SUV	\$37,557.00
	TOTAL	\$192,362.00

Replaced Vehicle	Make Model	Year
711457	Ford Interceptor Sedan	2015

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711518	Ford Interceptor Sedan	2016
711590	Ford Interceptor Sedan	2018
711638	Ford Interceptor Sedan	2019
781085	Ford F-350	2008

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

Councilmember Nordfelt moved to approve Resolution 19-144.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 19-145: APPROVE TWO SUBGRANT AGREEMENTS BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY GOVERNING THE DISBURSEMENT AND USE OF HOME INVESTMENT PARTNERSHIP FUNDING

Mayor Bigelow discussed proposed Resolution 19-145 that would approve two Subgrant Agreements between West Valley City and Salt Lake County governing the disbursement and use of Home Investment Partnership Funding.

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

As the lead agency in the local HOME consortium, Salt Lake County has notified West Valley City of their annual allocation of HOME funds. West Valley City will administer a Rehabilitation Program and a Down Payment Assistance Program, using these funds. West Valley City will receive ten percent for administrative fees.

- I. Housing Rehabilitation Programs (HCD19115) Total Budget \$
195,000.00

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	a. Rehabilitations:	\$ 174,800.00	
	b. Project delivery costs:	\$ 20,200.00	
II.	Down Payment Assistance Program (HCD19116) Total Budget		\$
	<u>77,000.00</u>		
	a. Down payments:	\$ 70,000.00	
	b. Project delivery costs:	\$ 7,000.00	
	Total		\$ 272,000.00

The County has entered into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for financial assistance to conduct a HOME Investment Partnership Program (HOME Program) pursuant to the HOME Investment Partnerships Act, Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. 12701-12839, as amended, and subject to the Rules and Regulations, promulgated by HUD governing the conduct of HOME Investment Partnership Programs including, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (CFR) (the Rules and Regulations); and the applicable Circulars published by the U.S. Office of Management and Budget (OMB Circulars).

Salt Lake County has created a consortium involving six Utah cities. West Valley City is a member of the Salt Lake County HOME Consortium, as per the multi-year HUD HOME Interlocal Agreement signed in July 2017. Each year West Valley City has been allocated HOME funds through this partnership. The funding is restrictive allowing only certain residential construction, home rehabilitation and down payment assistance.

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

Councilmember Buhler moved to approve Resolution 19-145.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

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Unanimous.

CONVENE AS BOARD OF CANVASSERS FOR THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 5, 2019

CONSIDER RESOLUTION 19-146, ACCEPT AND APPROVE THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 5, 2019 AS SHOWN ON THE CANVASS REPORT

Mayor Bigelow discussed proposed Resolution 19-146 that would accept and approve the results of the Municipal General Election held November 5, 2019 as shown on the Canvass Report.

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

The Mayor and City Council are the legislative body for West Valley City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301(2). The Code requires that the Board of Municipal Canvassers shall meet to canvass the returns of the Municipal General Election no sooner than seven days and no later than 14 days after the election.

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

Councilmember Buhler moved to approve Resolution 19-146.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

- A. RESOLUTION 19-147: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND**

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RIGHT OF WAY EASEMENT WITH AND FROM KIDS OF CAMELOT, INC. FOR PROPERTY LOCATED AT APPROXIMATELY 3514 SOUTH 6000 WEST

Mayor Bigelow discussed proposed Resolution 19-147 that would authorize the City to enter into a Right of Way Contract and accept an Underground Right of Way Easement with and from Kids of Camelot, Inc. for property located at approximately 3514 South 6000 West.

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

The Kids of Camelot, Inc. parcel located at 3514 South 6000 West 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, 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 \$2,300.00, which was negotiated based upon the appraisal report prepared by the DH Group, LLC which indicated a value of \$2,227.00.

- B. RESOLUTION 19-148: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM TIMOTHY MILLS FOR PROPERTY LOCATED AT APPROXIMATELY 5910 WEST 3500 SOUTH**
- Mayor Bigelow discussed proposed Resolution 19-148 that would authorize the City to enter into a Right of Way Contract and accept an Underground Right of Way Easement with and from Timothy Mills for property located at approximately 5910 West 3500 South.

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

The Timothy L. Mills parcel located at 5910 West 3500 South 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, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West.

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Compensation for the purchase of the Underground Right of Way Easement and improvements is \$900.00 based upon the compensation estimate prepared by the DH Group, LLC.

C. RESOLUTION 19-149: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM TIMOTHY AND TERRI MILLS FOR PROPERTY LOCATED AT APPROXIMATELY 5890 WEST 3500 SOUTH

Mayor Bigelow discussed proposed Resolution 19-149 that would authorize the City to enter into a Right of Way Contract and accept an Underground Right of Way Easement with and from Timothy and Terri Mills for property located at approximately 5890 West 3500 South.

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

The Timothy L. Mills and Terri J. Mills parcel located at 5890 West 3500 South 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, West Valley 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.

D. RESOLUTION 19-150: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY CONTRACT AND ACCEPT AN UNDERGROUND RIGHT OF WAY EASEMENT WITH AND FROM 3455 SOUTH, LLC FOR PROPERTY LOCATED AT APPROXIMATELY 3455 SOUTH 5600 WEST

Mayor Bigelow discussed proposed Resolution 19-150 that would authorize the City to enter into a Right of Way Contract and accept an underground right of way easement with and from 3455 South, LLC for property located at approximately 3455 South 5600 West.

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

The 3455 South, LLC parcel located at 3455 South 5600 West is one of several parcels affected by this project and which require acquisitions of

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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, 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 \$7,700.00 based upon the compensation estimate prepared by the DH Group, LLC.

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

Councilmember Christensen moved to approve Resolutions 19-147, 19-148, 19-149, and 19-150.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, NOVEMBER 19, 2019 WAS ADJOURNED AT 7:18 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, November 19, 2019.

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Nichole Camac, CMC
City Recorder

DRAFT

WEST VALLEY CITY, UTAH

**A PROCLAMATION RECOGNIZING NOVEMBER 30, 2019 AS
SMALL BUSINESS SATURDAY.**

WHEREAS, the City Council celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, representing 99.7 percent of all businesses with employees in the United States and responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

WHEREAS, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, there are 2,359 businesses with less than 50 employees in West Valley City which represents over half the total businesses in the City; and

WHEREAS, these businesses employ 14,888 employees which represent 25% of the total employees in West Valley City; and

WHEREAS, there are 322 new small businesses in West Valley City in 2019 which have employed 988 new workers; and

WHEREAS, the City Council supports our local businesses that create jobs, boost our local economy and preserve our communities; and

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize November 30, 2019 as Small Business Saturday and encourage our residents to support small businesses in West Valley City throughout the year.

DATED this 26th day of November, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	_____
Fiscal Impact:	<u>\$0.00</u>
Funding Source:	_____
Account #:	_____
Budget Opening Required:	<u>No</u>

ISSUE:

Approval of an ordinance repealing, reclassifying, modifying and adding various criminal elements to the City's Criminal Code.

SYNOPSIS:

This ordinance change adds a culpable mental state to our criminal ordinances, clarifies that if no culpable mental state is added then the culpable mental state is reckless, clarifies that the traffic code does not have a culpable mental state, changes and clarifies several levels of punishment for various criminal ordinances, repeals some outdated ordinances, and generally cleans up some issues with the Criminal Code.

BACKGROUND:

The City Attorney's Office is constantly reviewing City ordinances to ensure compliance with the law, case law, and best practices. In coordination with the Police Department and other City departments, the City Attorney's Office determined that the proposed changes would be in the best interest of the City.

RECOMMENDATION:

Approval of the ordinance change.

SUBMITTED BY:

J. Eric Bunderson, City Attorney

1 **WEST VALLEY CITY, UTAH**
2 **ORDINANCE NO. _____**

3 Draft Date: _____

4 Date Adopted: _____

5 Date Effective: _____

6
7 **AN ORDINANCE REPEALING AND RECLASSIFYING**
8 **CERTAIN ORDINANCES, MODIFYING CRIMINAL**
9 **PUNISHMENTS, AND ADDING MENTAL STATES FOR**
10 **CRIMINAL CUPABILITY.**
11

12 **WHEREAS**, the West Valley City Attorney's Office, in consultation with the Police
13 Department, regularly reviews the West Valley City Code; and

14 **WHEREAS**, during the latest review, several classifications, changes, and additions
15 were discovered that would allow for the fair and efficient administration of justice; and

16 **WHEREAS**, those changes are reflected in this ordinance; and

17 **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is
18 in the best interests of the health, safety, and welfare of the citizens of West Valley City to
19 modify the West Valley City Municipal Code;

20 **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is
21 in the best interests of the health, safety, and welfare of the citizens of West Valley City to enact
22 Sections 1-1-110, 22-5-109, 22-6-117 and 23-9-101 and 22-7-122; amend Sections 21-6-103, 21-
23 6-104, 21-6-106, 22-3-101, 22-3-102, 22-3-104, 22-3-105, 22-3-106, 22-3-107, 22-3-108, 22-3-
24 109, 22-3-110, 22-3-11, 22-3-112, 23-5-103, 23-5-104, 23-5-105, and 22-7-118; and repeal
25 Section 22-7-117 of the West Valley City Municipal Code.

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

28 **Section 1. Repealer.** Section 22-7-117 and any provision of the West Valley City
29 Municipal Code found to be in conflict with this Ordinance is hereby repealed.

30 **22-7-117. ~~ONE ARM DRIVING~~REPEALED.**

31 ~~No driver shall have either arm around another person while the vehicle is in motion.~~

32 **Section 2. Enactment.** Sections 1-1-110, 22-5-109, 22-6-117, 23-9-101, and 22-7-122
33 of the West Valley City Municipal Code are hereby enacted to read as follows:

34 **1-1-110. CULPABLE MENTAL STATE.**

35 (1) Culpable mental state shall be defined by Utah Code Ann. §76-2-103, as amended.

36
37 (2) When an offense under this Code does not specify a specific culpable mental state, intent,
38 knowledge, or recklessness shall suffice to establish criminal culpability. These standards of
39 criminal responsibility do no apply to the violations set forth in Chapter 22 (Traffic Code) unless
40 specifically provided by law.

41
42 **22-5-109. PENALTIES.**

43 Any violation of this Chapter is an infraction.

44 **22-6-117. PENALTIES.**

45 Any violation of this Chapter is an infraction.

46 **CHAPTER 23-0**

47 **PENALTIES**

48
49 **Sections 23-9-101 Penalties.**

50
51 **23-9-101. PENALTIES.**

52 Unless otherwise stated, violations of this Title are infractions.

53 **22-7-122. PENALTIES**

54 Unless otherwise stated, any violation of this Chapter is considered an infraction.

55 **Section 3. Amendment.** Sections 21-6-103, 21-6-104, 26-6-106, 22-3-101, 22-3-102,
56 22-3-104, 22-3-105, 22-3-106, 22-3-107, 22-3-108, 22-3-109, 22-3-110, 22-3-111, 22-3-112, 23-

5-103, 23-5-104, 23-5-105, and 22-7-118 of the West Valley City Municipal Code are hereby amended to read as follow:

21-6-103. CURFEW FOR JUVENILES UNDER 16 YEARS OF AGE.

It shall be unlawful for any minor under 16 years of age to remain or loiter upon any of the sidewalks, streets, alleys, or public places in West Valley City between the hours of 11:00 P.M. and 5:00 A.M. of the following morning. A violation of this Section is an infraction.

21-6-104. CURFEW FOR JUVENILES 16 AND 17 YEARS OF AGE.

It shall be unlawful for any minor 16 or 17 years of age to remain or loiter upon any of the sidewalks, streets, alleys, or public places in West Valley City between the hours of 1:00 A.M. and 5:00 A.M. A violation of this Section is an infraction.

21-6-106. BUSINESS LIABILITY.

No person owning or operating a business, as defined by this Code, shall knowingly permit any minor to remain on the premises of such business in violation of the provisions of this Chapter. This Section, however, shall not apply to any minor who is lawfully employed on the premises. A violation of this Section is an infraction.

22-3-101. PROPER LOOKOUT.

It is unlawful for any person to drive a vehicle on the roadway without keeping a reasonable and proper lookout for other traffic, objects, fixtures or property thereon or adjacent thereto. A violation of this Section is an infraction.

22-3-102. STARTING VEHICLES.

It is unlawful for any person to set into motion any vehicle which is stopped, standing or parked unless and until such movement can be made with reasonable safety. A violation of this Section is an infraction.

22-3-104. VEHICLE MUST TURN AFTER SIGNAL.

It is unlawful for the driver of any vehicle giving or causing to be given any signal which would indicate to other traffic his intention to turn, to fail to make such turn or to fail to yield the right-of-way to all other traffic which would be affected by his failure to complete the turn indicated. A violation of this Section is an infraction.

22-3-105. LOSING RIGHT-OF-WAY.

(1) Any person violating any provision of this Code shall have no right-of-way if such violation interferes with the ability of another driver to yield the right-of-way to such person.

(2) The driver of any vehicle traveling at an unlawful speed shall forfeit any right-of-way which he might otherwise have.

(3) A violation of this Section is an infraction.

22-3-106. WEAVING.

Whenever any roadway has been divided into two or more clearly marked lanes for traffic, a vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from such lane or across a lane line without giving the right-of-way to vehicles in the lane to be entered, nor until the driver has first ascertained that such movement can be made with safety and he has given the appropriate signal. A violation of this Section is an infraction.

22-3-107. ISLANDS AND MARKERS.

(1) It is unlawful for any person to disobey the directions of any authorized island, marker or other indication placed within an intersection indicating the course to be traveled by vehicles thereat.

(2) A vehicle passing around a traffic island shall be driven only to the right of or counter-clockwise around such island, unless otherwise indicated.

(3) A violation of this Section is an infraction.

22-3-108. DRIVING ON NEW PAVEMENT OR "WET" PAINT.

It is unlawful for any person to drive, ride or cause to be driven or ridden any animal, or ride, drive, propel or cause to be ridden, driven or propelled, any vehicle over or across any newly-made pavement or freshly-painted area on the public street, across or around which pavement there is a barrier, or at, over or near which there is a person or a sign warning persons not to drive over or across such pavement or freshly-painted area or a sign stating that the street is closed. A violation of this Section is an infraction.

111 **22-3-109. CONTROL BY DRIVER.**

112 No driver shall engage in any activity that interferes with the safe control of his vehicle while
113 same is in motion. A violation of this Section is an infraction.

114 **22-3-110. NEGLIGENTLY COLLIDING.**

115 It is unlawful for any person to operate a vehicle with such lack of due care and in such negligent
116 manner as to cause the same to collide with any vehicle, person or object. A violation of this
117 Section is an infraction.

118 **22-3-111. DRIVING WITHOUT INSURANCE.**

119 (1) Any owner of a motor vehicle with respect to which a security is required under the
120 "Utah Automobile No-Fault Act" found at Utah Code Annotated, Section [41-31-1](#), et. seq.,
121 1987, who operates a motor vehicle or permits it to be operated upon a public highway
122 within the City limits of West Valley City without the requisite security being in effect, is
123 guilty of a class "B~~C~~" misdemeanor. Any other person who operates such motor vehicle
124 upon a public highway within the City limits of West Valley City with the knowledge that
125 the owner does not have such security in effect is also guilty of a class "B~~C~~" misdemeanor.

126 (2) When a peace officer investigating an accident involving a motor vehicle cites the
127 operator of a motor vehicle involved for the alleged violation of any provision of this Title,
128 the cited operator shall, at the officer's request, provide evidence of the owner's or operator's
129 security required by Section [41-12a-301](#), Utah Code Annotated, 1987.

130 (3) As used in this section, "evidence of owner's or operator's security" means:

131 a. The name of the insurance company which issued the insurance policy under
132 subsection [41-12a-103\(9\)\(a\)](#), Utah Code Annotated, Section [41-12a-103\(9\)\(a\)](#), 1987,
133 and the number of the insurance policy;

134 b. The name of the surety which issued the surety bond under subsection [41-12a-](#)
135 [103\(9\)\(a\)](#), Utah Code Annotated, Section [41-12a-103\(9\)\(a\)](#), 1987, and the number of the
136 insurance policy;

137 c. The number of the certificate of deposit issued by the state treasurer under Section
138 [41-12a-406](#), Utah Code Annotated, Section [41-12a-103\(9\)\(a\)](#), 1987; or

d. The number of the certificate of self-funded coverage issued by the department under Section [41-12a-407](#), Utah Code Annotated, Section [41-12a-103\(9\)\(a\)](#), 1987.

(4) A person is guilty of a class "B~~C~~" misdemeanor, and shall be fined not less than \$100, who:

a. When requested to provide security information under subsection (1), provides false information; or

b. Falsely represents to the department that security required under this Chapter is in effect.

22-3-112. PERSONS LENDING, RENTING, ETC., VEHICLES; INFORMATION AND REPORTS REQUIRED.

(1) No registered owner and no person in possession of any vehicle shall permit another person to drive the same without first ascertaining the name and address of such other person and that he is legally licensed to operate such vehicle.

(2) Every person renting, leasing, or hiring a motor vehicle to another person shall keep a re-cord of the vehicle license number of the motor vehicle so rented; the name and address of the person; the number of his operator's license; and the date, place, when, and where such vehicle operator's license was issued. Such record shall be open to inspection by any peace officer.

(3) The information and records required by this Section shall be furnished to any peace officer for police purposes on demand.

(4) Violation of this Section is a class C misdemeanor.

23-5-103. ANIMALS ATTACKING PERSONS AND ANIMALS.

(1) *Attacking animals.* It shall be unlawful for the owner or person having charge, care, custody, or control of any animal to allow such animal to attack, chase, or worry any person, any domestic animal having a commercial value, or any species of hoofed protected wildlife, or to attack domestic fowl. "Worry," as used in this section, shall mean to harass by tearing, biting, or shaking with the teeth.

(2) *Owner liability.* The owner, in violation of subsection [\(1\)](#) above, shall be strictly liable for violation of this section. In addition to being subject to prosecution under subsection [\(1\)](#)

above, the owner of such animal shall also be liable in damages to any person injured or to the owner of any animal(s) injured or destroyed thereby.

(3) *Defenses.* The following shall be considered in mitigating the penalties or damages or in dismissing the charge:

a. That the animal was properly confined on the premises.

b. That the animal was deliberately or maliciously provoked.

(4) Animals may be killed. Any person may kill an animal while it is committing any of the acts specified in subsection (1) above or while such animal is being pursued thereafter.

(5) Every animal so vicious and dangerous that it cannot be controlled by its owner or person having charge, care, or control of such animal, so that it shall not injure any person or property, is a hazard to public safety, and the Animal Control Division shall seek an order requiring destruction of the animal, or muzzling, confinement, or other type of control.

(6) A violation of this Section is a class B misdemeanor.

23-5-104. CRUELTY TO ANIMALS PROHIBITED.

(1) *Physical abuse.* It is unlawful for any person to willfully or maliciously kill; maim; disfigure; torture; beat with a stick, chain, club, or other object; mutilate; burn or scald; overdrive; or otherwise cruelly set upon any animal. Each offense shall constitute a separate violation.

(2) *Hobbling animals.* It is unlawful for any person to hobble livestock or other animals by any means which may cause injury or damage to any animal.

(3) *Care and maintenance.* It shall be the duty of any person to provide any animal in his charge or custody, as owner or otherwise, with adequate food, drink, care, and shelter.

(4) *Animals in vehicles.* It shall be unlawful for any person to carry or confine any animal in or upon any vehicle in a cruel or inhumane manner, including, but not limited to, carrying or confining such animal without adequate ventilation or for an unusual length of time.

(5) *Abandonment of animals.* It shall be unlawful for any person to abandon any animal within the jurisdiction.

(6) *Animal poisoning.* Except for substances administered by a veterinarian or an Animal Control Officer humanely treating or disposing of an animal, it shall be unlawful for any person by any means to make accessible to any animal, with intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in furtherance of the public health when applied in such a manner as to reasonably prohibit access to other animals.

(7) *Injury to animals by motorists.*

a. Every operator of a motor or other self-propelled vehicle upon the streets of the jurisdiction shall immediately upon injuring, striking, maiming, or running down any domestic animal give such aid as can reasonably be rendered. In the absence of the owner, he shall immediately notify the Animal Control Division, furnishing facts relative to such injury.

b. It shall be the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of such authorities, the operator shall immediately identify himself to such authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to the Animal Control facility or other appropriate facility and notifying the Animal Control Division. Such animal may be taken in by the Animal Control facility and dealt with as deemed appropriate under the circumstances.

c. Emergency vehicles are exempted from the requirements of this provision.

(8) *Animals for fighting.*

a. It shall be unlawful for any person or corporation to raise, keep, or use any animal, fowl, or bird for the purpose of fighting or baiting; and for any person to be a party to or be present as a spectator at any such fighting or baiting of any animal or fowl; and for any person, firm, or corporation to knowingly rent any building, shed, room, yard, ground, or premises for any such purposes as aforesaid, or to knowingly suffer or permit the use of his buildings, sheds, rooms, yards, grounds, or premises for the purposes aforesaid.

b. Law enforcement officers or Animal Control Division officials may enter any building or place where there is an exhibition of the fighting or baiting of a live animal, or where preparations are being made for such an exhibition, and the law enforcement

officers may arrest persons there present and take possession of all animals engaged in fighting, or there found for the purposes of fighting, along with all implements or applications used in such exhibition. This provision shall not be interpreted to authorize a search or arrest without a warrant when such is required by law.

(9) *Killing of birds.* It shall be unlawful for any person to take or kill any bird(s) or to rob or destroy any nest, egg, or young of any bird in violation of the laws of the State of Utah.

(10) *Malicious impounding.* It shall be unlawful for any person to take, keep, or impound the animal of another without permission.

(11) *Keeping of diseased or painfully crippled animals.*

a. It shall be unlawful for any person to abandon or turn out at large any sick, diseased, or disabled animal; but such animal shall, when rendered worthless by reason of sickness or other disability, be killed in a humane manner by the owner thereof and disposed of as instructed after contacting the Animal Control Division.

b. It shall further be unlawful for the owner or person having the charge, care, custody, and control of such animal infected with dangerous or incurable and/or painfully crippling condition to have, keep, or harbor such animal without placing the same under veterinary care or to dispose of the same. The failure to take such care is a violation of this Title, and the Animal Control Division may take custody of such animals and deal with them as deemed appropriate under the circumstances.

(12) It is a defense to the prosecution under this section that the conduct of the actor towards the animal was by a licensed veterinarian using accepted veterinary practice or was directly related to a bona fide experimentation for scientific research, provided that if the animal is to be destroyed, the manner employed will not be unnecessarily cruel unless directly necessary to the veterinary purpose or scientific research involved.

(13) If the owner of any animal is found to be in violation of this section on three or more different occasions during any 12-month period, the Animal Control Administrator may obtain an order prohibiting that person from possessing, owning, keeping, or caring for any animal, whether subject to licensing or not. This restriction may include horses and livestock, if the acts committed did not meet accepted standards of care for such animals.

a. An order may be obtained if the person has been found to commit cruel acts to any animal, regardless of whether the animals were owned, kept, or possessed by that person.

b. The order shall designate a time period that the person may not obtain a license, which shall be determined based on the nature and severity of the violations. In no event shall the time period exceed five years.

c. The Animal Control Division shall pick up and impound any animal(s) kept by the person under such order. Any animal impounded pursuant to such an order shall be dealt with according to the provisions of this Title for impounded animals, except that such person under the order of revocation shall be allowed to redeem the animal under any circumstances.

(14) *Tethering of dogs.*

a. It is unlawful for an owner or handler of a dog to tether a dog in any manner that would cause injury or damage to the dog, or when freedom of movement would endanger a dog. A tether must be of sufficient length to provide the dog with adequate space. Each dog tethered in violation of this section shall constitute a separate offense.

(15) *Extreme weather.* It shall be unlawful for an owner or handler of any dog to tether or place any dog under restraint outside and within the owner or handler's property limits during conditions of extreme heat or cold that are likely to endanger a dog confined in such temperatures. Extreme heat or cold shall be determined as appropriate to the breed, age, size, and weight of the dog.

(16) A violation of Section is a class B misdemeanor.

23-5-105. SPECTATOR AT ORGANIZED ANIMAL FIGHT.

(1) It is unlawful for any person to be a spectator at an organized animal fight.

(2) For the purpose of this section only, an organized animal fight means a fight between animals for the benefit of spectators. There is no requirement that an admission fee be charged.

(3) A violation of this section is a Class ~~C~~B misdemeanor.

284 **22-7-118. FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND NOISE**
285 **EMISSION REQUIREMENTS.**

286 (1) In order to be consistent with the Department of Transportation and its numbering
287 system, the following provision is hereby adopted by reference as part of the West Valley
288 City Code: Title [49](#), Transportation, Chapter III, Federal Highway Administration (1983),
289 Subchapter A, Part 325, Subchapter B, Parts 350, 385-399, and Appendix A-C.

290 (2) Peace officers are hereby authorized to cite violations of this section by citing any
291 provision of Title [49](#).

292 ~~(3) All violations of this provision shall be a class "B" misdemeanor.~~

293
294 **Section 4. Severability.** If any provision of this Ordinance is declared to be invalid
295 by a court of competent jurisdiction, the remainder shall not be affected thereby.

296 **Section 5. Effective Date.** This Ordinance shall take effect immediately upon posting
297 in the manner required by law.

298 **PASSED and APPROVED** this _____ day of _____,
299 2019.

300
301 WEST VALLEY CITY
302
303
304
305

306 _____
307 MAYOR

308 ATTEST:
309
310
311
312

313 _____
CITY RECORDER

Item: _____
Fiscal Impact: _____ \$153,780
Funding Source: _____ HR Budget
Account #: _____ 10-4131-40310-00000-0000
Budget Opening Required: ☐

ISSUE:

Human Resources is required to manually process several steps in our payroll process.

SYNOPSIS:

Human Resources needs a new payroll software system. Paylocity is a Human Resource Information System (HRIS) which provides more than just payroll. It will provide services for payroll, time and attendance, applicant tracking, compensation and benefits management all in one system.

BACKGROUND:

Human Resources is currently using Innoprise to run payroll. The time and attendance module has never worked, as promised, along with other functionalities. It takes several hours to run a payroll process. We have had to purchase additional software to accommodate what lacks in Innoprise. Other Departments were out looking for software to do the same. It is time to purchase a state of the art Human Resources Information System to meet the needs of all departments and employees.

RECOMMENDATION:

Approve the resolution.

SUBMITTED BY:

Aimee Tye Critchley, Director of Human Resources

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SUBSCRIPTION
TERM AGREEMENT WITH PAYLOCITY
CORPORATION ENTERPRISE FOR THE CITY'S
PAYROLL PROGRAM.**

WHEREAS, the current payroll program used by the Human Resources Department is outdated and largely unusable; and

WHEREAS, pursuant to West Valley City Procurement Code under Title 5, the City may purchase from a vendor outside of the competitive bid process if the specific parts, accessories, equipment, materials, services, proprietary items or other items are necessary to meet the City's needs, and there are no comparable items reasonably available; and

WHEREAS, Paylocity Corporation Enterprise ("Paylocity") is the only reasonably priced vendor with the payroll program with the specific parts, equipment, accessories, and proprietary items that meet the City's payroll program needs; and

WHEREAS, an agreement has been prepared between the City and Paylocity attached hereto and entitled "Paylocity Corporation Enterprise Full Bundle Subscription Term Agreement" (the "Agreement"), which sets forth the rights, duties and obligations of each of the parties thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement with Paylocity 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:

**PAYLOCITY CORPORATION ENTERPRISE
FULL BUNDLE SUBSCRIPTION TERM AGREEMENT**

This Agreement by and between _____, ("CLIENT") and Paylocity Corporation ("Paylocity") is dated as of the _____ day of _____, 20_, ("Effective Date").

WHEREAS, CLIENT desires that Paylocity provide it with bundled software and payroll and related services ("Bundled Services" or "Services");

WHEREAS, Paylocity is agreeing to provide Services whether included in the initial Quote (as defined below) or subsequent Letter of Intent, and all of which are to be governed by the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereby agree as follows:

FEES, TERM AND PAYMENTS

1. The term of this Agreement shall commence upon the Effective Date and end two (2) years following the CLIENT'S first payroll (the "Initial Term"). The fees included in the Paylocity Quote for Service ("Quote") will be effective during the Initial Term. After the Initial Term, fees are subject to change upon notice to CLIENT for general price increases. CLIENT agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected. CLIENT has 180 days from invoice date to dispute invoice amounts.
2. After the end of the Initial Term, this Agreement will renew automatically for successive additional one (1) year periods ("Renewal Term") unless either party gives written notice of their intent to terminate within ninety (90) days before the end of the Initial Term or current Renewal Term then in effect.
3. Paylocity will invoice CLIENT for the full Monthly Fee (as set forth in the Quote) and the One-Time Implementation Fees (as set forth in the Quote) during the month in which CLIENT has initial access to Paylocity's system. Thereafter, CLIENT will be invoiced for Bundled Services monthly (each such month a "Subscription Term") based on active headcount as set forth in the Quote and once payroll Services commence, based on active headcount as of the last payroll of the applicable Subscription Term. One-Time Implementation fees are non-refundable.
4. CLIENT acknowledges that (a) except as specifically described in clause (c) below, fees for Bundled Services are due and payable in full each Subscription Term regardless of whether CLIENT accessed and/or used Services during such Subscription Term, (b) with respect to payroll Services in particular, once payroll services have commenced, CLIENT will be charged the then current non-activity fee determined by Paylocity from time to time if no payrolls are run during any particular Subscription Term, and (c) there are certain elements of the Bundled Service as determined by Paylocity from time to time that are billed based on actual activity (for example Delivery).
5. CLIENT is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.

CONFIDENTIALITY AND PROTECTION OF CLIENT DATA

1. Paylocity agrees to keep confidential any information provided by the CLIENT to the same degree it would with respect to its own confidential information and will use said information solely for the purposes of payroll and related services processing. Paylocity will not disclose this information to anyone without the permission of the CLIENT, or unless required to do so pursuant to legal process.
2. Paylocity will maintain adequate security over CLIENT information using commercially reasonable safeguards over the hardware, software, personnel and processes used to support the delivery of payroll and related services to the CLIENT and in compliance with federal, state and local laws governing employee and payee data including California SB1386 and Massachusetts 201 CMR 17.00.
3. CLIENT will maintain adequate security over the hardware, personnel and processes used to access Paylocity's software and services, including usernames and passwords used to access Paylocity's software.
4. Service delivery by Paylocity involves transmissions of data and information over the Internet at a website hosted by Paylocity. Accordingly, CLIENT acknowledges that neither the security of transmissions over the Internet nor of the CLIENT'S hardware used to access the Internet can be guaranteed by Paylocity. Paylocity will use encryption and other industry safeguards to protect such information when being transmitted over the Internet.
5. Paylocity will maintain commercially reasonable storage facilities and procedures (periodic back-up and on-and off-site storage) to protect against the alteration and loss of CLIENT'S data.

6. Without limiting the confidentiality, data protection and intellectual property rights terms set forth in this Agreement, Paylocity has a perpetual right to use aggregated, anonymized, and statistical data ("Aggregated Data") derived from the operation of the Bundled Services and Software provided to CLIENT, and nothing herein shall be construed as prohibiting Paylocity from utilizing the Aggregated Data in the provision of its Services or for operating purposes.

RESPONSIBILITIES

1. Paylocity will use due care in processing CLIENT'S work, and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work.
2. Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on said CLIENT'S behalf.
3. Paylocity will provide customer support from 7AM to 7PM CST daily, excluding weekends and Federal holidays.
4. Paylocity will make available to CLIENT all improvements, enhancements and modifications to its services, methods, and software as they are made generally available by Paylocity to its other clients.
5. CLIENT will submit to Paylocity its payroll and other data in a form, at a time and by the method specified by Paylocity. CLIENT is responsible for the content and accuracy of all data input and subsequently processed. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT agrees to pay Paylocity's additional charges then in effect for the corrections to said data by Paylocity. It is the CLIENT'S responsibility to review the processed payroll and other information and to promptly identify any errors.
6. PAYLOCITY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO ACTUAL DAMAGES INCURRED BUT UNDER NO CIRCUMSTANCES, OTHER THAN DEFINED IN PART 2 OF THIS SECTION OR FOR CRIMINAL OR FRAUDULENT ACTS BY PAYLOCITY OR ANY OF ITS EMPLOYEES, EXCEED THE CHARGE FOR SUCH SERVICE DURING THE LAST TWELVE (12) MONTHS. FURTHER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (a) CLIENT AGREES THAT PAYLOCITY IS NOT RENDERING LEGAL, TAX, ACCOUNTING, OR INVESTMENT ADVICE AND IS NOT RESPONSIBLE FOR CLIENT'S COMPLIANCE WITH FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, OR ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE FAIR LABOR STANDARDS ACT OR ANY WAGE AND HOUR LAWS, AND (b) CLIENT IS SOLELY RESPONSIBLE FOR ANY LIABILITY TO EMPLOYEES FOR FAILURE TO COMPLY WITH FEDERAL, STATE OR LOCAL LAWS. PAYLOCITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF PAYLOCITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this Agreement creates or will be understood to create third party beneficiaries. CLIENT understands and agrees that Paylocity has no obligations to third parties, including CLIENT'S employees and any third party agencies.
7. Except as specifically stated in the Agreement, the Bundled Services are provided "AS IS" and there are no warranties, expressed or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
8. Subject to Section 6 above, Paylocity and CLIENT agree to abide by all applicable state, local and federal laws in connection with the Bundled Services. CLIENT agrees not to post to any application material that would be considered libelous, unlawful, inappropriate, offensive or disrespectful to others. CLIENT agrees that they are responsible for material posted by CLIENT'S employees.
9. CLIENT will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, or programming methods from the applications.
10. The provision of Bundled Services to CLIENT may require use of or integration with third party software and/or services. To the extent CLIENT requires utilization of any third party software or services, CLIENT agrees to hold harmless and release Paylocity from any liability from CLIENT'S use or Paylocity's integration with third-parties. CLIENT authorizes Paylocity to share any CLIENT data, including CLIENT'S confidential information, as may be required by third-parties for the provision of Bundled Services. Paylocity is also not liable for any disclosure of CLIENT Confidential Information by any such third-party, whether intentional or not.
11. The individual signing this Agreement on behalf of CLIENT represents and acknowledges that he or she has the authority to execute this Agreement on behalf of CLIENT and bind CLIENT to this Agreement. CLIENT warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in this Agreement. Paylocity will be bound by the terms and conditions set forth herein.
12. Paylocity agrees to the SLA commitment set forth on Schedule A hereto ("SLA Commitment").

FUNDING

1. In regard to electronic funds transfers, CLIENT shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. CLIENT also acknowledges that, in order to put into effect, the Bundled Services which include ACH transactions, CLIENT will be designated as the Originator of the ACH transactions and will be bound by the rules for ACH Originators as adopted from time to time by the NACHA. CLIENT agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries

may not be initiated in violation of the laws of the United States. CLIENT agrees to indemnify and hold each Participating Bank and NACHA harmless from any claim incident to the operation of this plan arising from an act or omission of CLIENT.

2. For payrolls processed with total liabilities of less than \$1 million, Paylocity will debit CLIENT'S bank account for all ACH transactions one banking day prior to check date and, as a result, requires all amounts to be available for withdrawal from CLIENT'S account at that time. In the event the total amount of funds is not available one banking day prior to check date, a \$100.00 USD fee is to be charged to CLIENT. CLIENT will then have until 2:00 p.m. Central Time on the date of notification to wire transfer these funds to Paylocity's bank account.

3. For payrolls processed with total liabilities of more than \$1 million or where CLIENT is not receiving tax services from Paylocity, Paylocity will require a wire transfer of funds one banking day prior to check date.

4. CLIENT'S designated bank account(s) will have sufficient funds to pay CLIENT'S third party obligations (i.e., employee payroll payments, taxes, agency or other obligations) within the deadlines established by Paylocity in order to satisfy CLIENT'S third party obligations in their entirety. If CLIENT fails to have sufficient funds to pay such third party obligations including, without limitation, fees, then CLIENT agrees to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. In the event CLIENT fails to adhere to its funding requirements under this Agreement, Paylocity may terminate this Agreement and withhold any work in progress as per the terms under Termination of Bundled Services and Buy-Out Fee. This is in addition to any other rights Paylocity may have under this Agreement or under law. To secure the CLIENT'S payment of all charges due under this Agreement, CLIENT grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to CLIENT employees, taxing authorities or other third party agencies. Paylocity also reserves the right to reverse employee transactions and/or tax payments for which funds have not been received from CLIENT.

5. Paylocity may suspend performance of this Agreement upon written notice if CLIENT fails to remit timely payroll or tax funds as required by this Agreement and in any event when more than twenty-four (24) hours have elapsed from notice given

OWNERSHIP

Paylocity owns or licenses all rights, title and interest in and to its processes, methods, applications and contents, including the software and documentation, Paylocity's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third parties). Software and services are made available only for CLIENT'S internal business purposes and are not transferable; furthermore, any right of use ceases when Paylocity no longer performs its Bundled Services for CLIENT.

INDEMNIFICATION

Indemnification by Paylocity. Paylocity shall defend, indemnify and hold CLIENT harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits or proceedings ("Claims") made or brought against CLIENT by a third party alleging the use of the Services as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that CLIENT (a) promptly gives written notice of the Claim to Paylocity; (b) gives Paylocity sole control of the defense and settlement of the Claim, and (c) provides Paylocity with reasonable assistance. Paylocity will not be required to indemnify CLIENT in the event of (i) modification of the Services by CLIENT, (ii) use of the Services in combination with any other product or service not provided by Paylocity, and/or (iii) use of the Services in a manner not otherwise contemplated by this Agreement. If CLIENT is enjoined from using one or more of the Services or Paylocity reasonably believes it will be enjoined, Paylocity will have the right at its sole option to obtain for CLIENT the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Paylocity then use of the Services may be terminated at Paylocity's option and Paylocity's sole liability will be to refund any prepaid fees for the Services that were to be provided after the effective date of termination. CLIENT is responsible for content of its data. CLIENT shall not upload any data that infringes the rights or causes harm to a third party or violates any law or regulation.

TERMINATION

1. Either Paylocity or CLIENT may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: a) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days, unless such breach is due to CLIENT'S failure to pay undisputed fees or to remit timely payroll or tax funds as required and due hereunder then time to cure such breach shall be five (5) business days, after written notice thereof, or b) the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). CLIENT may also terminate this Agreement in accordance with the terms of the SLA Commitment.

2. In addition to the rights under item 1 above, Paylocity may also suspend performance of, or terminate, this Agreement upon written notice if CLIENT a) is unable to complete the implementation services and commence Bundled Services, or b) no longer meets Paylocity's credit/financial eligibility requirements for such Services as determined from time to time by Paylocity.
3. For up to one year following termination of this Agreement, CLIENT data can be accessed for an annual fee of \$3 per active employee, payable prior to the date access is provided to CLIENT.
4. If this Agreement terminates prior to its expiration date for any reason, CLIENT agrees to pay fees incurred and/or due and payable through the effective of termination. In addition, upon termination for cause by Paylocity pursuant to Section 1 above, all future amounts due under this Agreement will be due and payable immediately.

GENERAL TERMS

1. This Agreement shall be construed according to the laws of the State of Delaware and constitutes the entire Agreement between the parties. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.
2. This Agreement may not be assigned by CLIENT to any third parties, other than successors, without the written consent of Paylocity.
3. Paylocity and CLIENT will not be responsible for failure to provide Bundled Services or correct any condition beyond its reasonable control, including but not limited to any acts or omissions by any third party.
4. CLIENT understands that this Agreement may be considered as an application for credit and hereby authorizes Paylocity to review credit of CLIENT including reports from credit bureaus, references, bank account status and other available financial information.
5. If CLIENT adds a Service following execution of this Agreement, CLIENT agrees to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.
6. No action arising under or in connection with this Agreement may be brought by CLIENT or Paylocity more than two (2) years after either party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.
7. CLIENT is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services to CLIENT where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.
8. CLIENT agrees that any and all documents, data and other information provided to it by Paylocity that is either identified as confidential or a reasonable person should understand to be confidential based on the nature of the information and materials and other relevant factors shall be treated as confidential information of Paylocity and not used by CLIENT or shared with any third parties except as specifically permitted herein.

TERMS APPLICABLE FOR CERTAIN SOFTWARE OR SERVICES

The following terms apply to certain types of Services if selected by CLIENT as part of the Quote or Letters of Intent for Services added at any time subsequent to CLIENT'S first payroll.

For payroll related services, as applicable: CLIENT authorizes Paylocity to pay employees designated by CLIENT via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT. CLIENT must retain and provide upon request copies of each employee authorization form for two (2) years after they expire. CLIENT authorizes Paylocity to pay employees designated by CLIENT via bank check drawn on a bank account maintained by Paylocity solely for this purpose. Uncashed bank checks outstanding for more than six months will be voided and the cash will be returned to the CLIENT. With regard to any transmittal of funds on behalf of CLIENT in connection with the payroll related services, Paylocity acts as agent for CLIENT in accepting and processing funds. Pursuant to this Agreement, Paylocity provides such payroll related services to and acts on behalf of CLIENT only; Paylocity shall not provide any services directly to CLIENT's employees. CLIENT acknowledges that they are responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT conducts business. CLIENT understands and agrees that (a) many banks, including without limitation, the banks that Paylocity uses to provide payroll services hereunder assess fees to cash employee paychecks, (b) certain state and local laws require employers to either cover any such fees or ensure that employees can cash checks without being assessed a fee, and (c) CLIENT, as employer, remains solely and exclusively liable for ensuring that where required by law, its employees can cash paychecks without incurring a fee and that Paylocity specifically and expressly disclaims such responsibility. CLIENT authorizes Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Paylocity will serve as a "limited agent" for CLIENT in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using this service

and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

For time and labor related services as applicable: CLIENT will be billed for the first month in full. To the extent that CLIENT has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT agrees to return all equipment to Paylocity promptly upon termination of services or Agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT.

For Affordable Care Act compliance services as applicable: CLIENT authorizes Paylocity to file forms 1095c and 1094c based on data entered by CLIENT including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT in respect to information return filing with the Internal Revenue Service. Except as expressly provided in this Agreement, Paylocity is not otherwise an agent of CLIENT, nor is Paylocity in partnership or otherwise affiliated with CLIENT'S business. CLIENT also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT agrees to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8655 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

For ASO/HR Edge services as applicable: These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters, including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy, paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans, provided we will provide templates and samples (if available), and answer questions and offer advice on what should be included in these documents, and interpretation of legal or regulatory rules. We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic but we will not interpret legal rules or give advice on the law.

This Agreement may be executed in one or more counterparts, including by facsimile, PDF, e-mail, e-signature or other electronic transmission, all of which shall be considered one and the same agreement (and each of which shall be an original for all purposes) it being understood that all parties need not sign the same counterpart.

Paylocity Corporation

Authorized Officer's Name _____ Title _____
Print

Authorized Officer's Signature _____

Client Name _____

Authorized Officer's Name _____ Title _____
Print

Authorized Officer's Signature _____

SCHEDULE A

SLA COMMITMENT

Paylocity strives to achieve the highest service levels in the industry for its customers. This document sets forth Paylocity's Service Level Availability commitment ("SLA") to CLIENT.

Paylocity's Service Availability commitment to CLIENT for a given Quarter is greater than or equal to 99.5% (the "Service Minimum"). Services covered under this SLA are those provided directly by Paylocity. Service Availability is calculated per Quarter as follows:

$(\text{Total Minutes} - \text{Unplanned Outage Minutes} - \text{Planned Maintenance Minutes}) / (\text{Total Minutes} - \text{Planned Maintenance Minutes}) \times 100 = \text{Service Availability Percentage}$.

Upon written request, Paylocity will provide CLIENT with a report setting forth that Quarter's Service Availability Percentage. If for any Quarter, the Service Availability Percentage is less than the Service Minimum, as CLIENT's sole and exclusive remedy, Paylocity shall, upon written request from CLIENT, provide it with credits against future payments due under the Agreements or termination rights as follows:

First Quarter – CLIENT and Paylocity meet to discuss corrective action.

Second consecutive Quarter – CLIENT receives a credit equal to 5% of the fees invoiced that Quarter.

Third consecutive Quarter – CLIENT receives a credit equal to 20% of the fees invoiced that Quarter.

Fourth consecutive Quarter – Within thirty (30) days of such Service Availability deficiency, CLIENT will have the option to terminate the Agreement upon written notice to Paylocity without further obligation or penalty.

Definitions:

Quarter means the first full calendar quarter following the commencement of payroll services and each subsequent calendar quarter during the term of this Agreement.

Total Minutes means the total minutes in the Quarter (calculated using the actual number of days in the Quarter). Unplanned Outage Minutes means the total minutes of Unplanned Outage in the Quarter.

Planned Maintenance Minutes means the total minutes of Planned Maintenance in the Quarter.

Planned Maintenance means Services are Unavailable for maintenance during a scheduled time period where Paylocity has provided CLIENT at least 6 hours prior notice. Notice of Planned Maintenance may be provided via email to CLIENT'S email address on file with Paylocity or by posting to Paylocity's System Status page or Login page. Generally, each instance of Planned Maintenance will (a) take no more than 2 hours during weekdays and 8 hours on weekends, and (b) occur after 11pm central time.

Unplanned Outage means that Services are Unavailable other than due to Planned Maintenance. Unplanned Outage, however, does not include (1) outages approved by CLIENT, (2) outages that are primarily the fault of CLIENT, and/or (3) outages caused by internet connectivity issues (other than internet connectivity to Paylocity's data centers).

Unavailable means the Services are not Operational for a period of more than fifteen (15) minutes.

Operational means the Services are (a) in all material respects functional and available to its intended users and in substantial compliance with applicable specifications, and (b) not experiencing any materially adverse user-impacting errors, defects or service limiting issues.

19-152: Authorize the Purchase of a Tractor from Deere...

Item #:	
Fiscal Impact:	\$48,515.62
Funding Source:	CIP Budget
Account #:	45-9612-40750-76001-0000
Budget Opening Required:	None

ISSUE:

Replace Park Maintenance front loading tractor. Cost = \$48,515.62

SYNOPSIS:

The full size, front loading tractor utilized by Park Maintenance broke down, was not repairable and was surplus. A new tractor is needed to enable the Park Maintenance Division to perform numerous tasks that have not been able to be performed since the old tractor was eliminated.

BACKGROUND:

Parks Maintenance had a 30-year old tractor it used regularly. It was utilized in numerous aspects of park maintenance including: aeration, seeding, digging holes, trenching, and loading bulk materials. This tractor broke down early in 2019 and was not able to be repaired. This has caused a delay in performing numerous park maintenance tasks and an increase in manhour usage throughout the year.

Also, as the Park Maintenance Division is moving to the new shop next year, the loader will be needed to move and load bulk materials into trucks such as top soil, bark, sand, etc.

A program modification was approved for this purchase. A new model replacement can be purchased from Deere and Company using Utah state purchasing contract number MA2184 for the cost of \$48,515.62.

RECOMMENDATION:

Staff recommends approving the purchase of a John Deere 4025R from Deere and Company for \$48,515.62.

SUBMITTED BY:

Jason Erikson, Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TRACTOR FROM DEERE AND COMPANY FOR USE BY THE
PARKS DEPARTMENT.**

WHEREAS, the City has a need to replace a tractor used by the Parks Department; and

WHEREAS, a John Deere 4025R tractor and related accessories (the "Equipment") are sufficient to meet departmental needs; and

WHEREAS, Deere and Company ("Deere") holds the state purchasing contract for the Equipment; and

WHEREAS, the City desires to purchase the Equipment from Deere; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of said Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Deere for an amount not to exceed \$48,515.62 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	N/A

ISSUE:

Approve a resolution reappointing Janice Fisher to the Magna Mosquito Abatement District Board of Trustees.

SYNOPSIS:

Reappoint Janice Fisher to serve on the board for a term beginning January 2, 2020 and ending January 1, 2024.

BACKGROUND:

Janice Fisher has expressed a desire to serve on the Magna Mosquito Abatement District Board. Her reappointment to the Board will be a term beginning January 2, 2020 and ending January 1, 2024.

RECOMMENDATION:

Approve this resolution

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING JANICE FISHER AS
WEST VALLEY CITY'S REPRESENTATIVE TO THE
MAGNA MOSQUITO ABATEMENT DISTRICT BOARD
OF TRUSTEES FOR A TERM COMMENCING JANUARY
2, 2020 AND ENDING JANUARY 1, 2024.**

WHEREAS, West Valley City desires to reappoint a representative to the Magna Mosquito Abatement District Board of Trustees; and

WHEREAS, Janice Fisher has expressed a desire to serve on the Magna Mosquito Abatement District Board of Trustees and is willing to accept said reappointment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that Janice Fisher is hereby reappointed to the Magna Mosquito Abatement District Board of Trustees for a term commencing January 2, 2020 and ending January 1, 2024.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



October 23, 2019

Wayne Pyle
West Valley City Manager
3600 Constitution Blvd
West Valley City, Utah 84119

Dear Mr. Pyle,

Mrs. Janice Fisher, 6411 West 3785 South, West Valley City, Utah 84128, has currently been serving as a Trustee for the Magna Mosquito Abatement District. Mrs. Fishers term of office expires on January 1, 2020.

Mrs. Fisher has been an excellent board member and is a great asset to the district. Mrs. Fisher has indicated her willingness to accept reappointment of this position.

Under the provision of 56-0606, Utah Code Annotated 1943, the city appoints a Trustee to serve for a four-year term beginning the second day of January of the year appointed.

Your prompt consideration of this appointment will be appreciated.

Thank you,

Ryan Lusty

District Manager

Magna Mosquito Abatement District

Cc: Paul Isaac-Assistant City Manager; Nicole Cottle-Assistant City Manger

Item:

Fiscal Impact: N/A

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution nominating Karen Lang and Corey Rushton for appointment by the Governor to the Jordan Valley Water Conservancy District Board of Trustees.

SYNOPSIS:

Karen Lang and Corey Rushton are currently serving on said Board and are willing to continue in that role.

BACKGROUND:

Members of the Jordan Valley Water Conservancy District are appointed by the governor for four year terms following nominations from municipalities.

RECOMMENDATION:

City staff recommends approval of the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION NOMINATING KAREN LANG
AND COREY RUSHTON FOR APPOINTMENT TO
THE JORDAN VALLEY WATER CONSERVANCY
DISTRICT BOARD OF TRUSTEES.**

WHEREAS, the City is entitled to nominate two individuals for appointment by Governor Herbert to serve on the Jordan Valley Water Conservancy District Board of Trustees; and

WHEREAS, the City desires to reappoint Karen Lang and Corey Rushton as members of the Board for four year terms; and

WHEREAS, Karen Lang and Corey Rushton are willing to accept said appointment; and

WHEREAS, said appointment requires nomination by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby nominates Karen Lang and Corey Rushton for appointment by Governor Herbert to the Jordan Valley Water Conservancy District Board of Trustees for four year terms.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$500.00
Funding Source:	State and County Funds
Account #:	45-9610-40750-75210-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of a Right-of-way Purchase Agreement, and acceptance of a Warranty Deed.

SYNOPSIS:

Rick J. Beagley has signed a Right-of-way Purchase Agreement and a Warranty Deed for property located at 2573 South 7200 West (14-22-351-019).

BACKGROUND:

This portion of the Rick J. Beagley parcel located at 2573 South 7200 West is being acquired as part of the 2540 South Extension Project, scheduled to be constructed in 2019. This project will extend Beagley Lane eastward from 7200 West, through ARA Industrial Center to 2540 South at 6755 West. 2540 South will also be extended from 6400 West to approximately 6100 West. Beagley Lane will be shifted south and realigned to create separation from existing homes on Beagley Lane. The acquisition includes a Warranty Deed for 250 square feet of additional right-of-way. Compensation in the amount of \$500.00 is based upon a minimal payment for similar acquisitions. No appraisal was prepared for this acquisition.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize Mayor to execute Right-of-way Purchase Agreement. Recording of Warranty Deed, Temporary Construction Easement and the distribution of funds will be handled through a title company.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A
WARRANTY DEED WITH AND FROM RICK BEAGLEY FOR
PROPERTY LOCATED AT 2573 SOUTH 7200 WEST.**

WHEREAS, Rick Beagley (herein “Owner”) has entered into a Right of Way Purchase Agreement for property located at 2573 South 7200 West that is affected by the 2540 South Extension Project (herein “Project”); and

WHEREAS, Owner has also signed a Warranty Deed (the “Deed”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Way Purchase Agreement with Owner, and to accept the Deed;

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
RIGHT-OF-WAY PURCHASE AGREEMENT**

On this 7TH day of November, 2019, Rick J. Beagley, GRANTOR, hereby agrees to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, by Warranty Deed, a tract of land for right-of-way purposes. Said property being granted to West Valley City is described as follows and is referred to in this Agreement as the "Property":

A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 22, Township 1 South Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the most northerly point of that certain parcel conveyed to West Valley City according to that certain Warranty Deed recorded May 21, 2010 as Entry No. 10956717, said point being North 1,037.91 feet along the section line and East 40.00 feet to the east right-of-way line of 7200 West Street from the Southwest Corner of Section 22, Township 1 South, Range 2 West Salt Lake Base and Meridian; thence North 10.00 feet along said east right-of-way line; thence South 45°30'00" East 42.06 feet to the northerly boundary of Beagley Estates Subdivision, according to the official plat thereof recorded as Entry No. 9828171 in Book 2006P at Page 246 in the Office of the Salt Lake County Recorder; thence South 89°00'00" West 10.00 feet along said subdivision; thence North 45°30'00" West 28.04 feet along the aforementioned Warranty Deed to West Valley City to the Point of Beginning.

The above described parcel of land contains 250 square feet, more or less.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

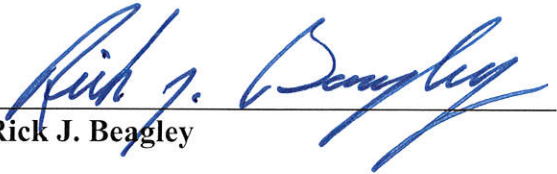
1. The Property shall be conveyed by Warranty Deed in the form attached as Exhibit A. The Property is granted free and clear of all liens and encumbrances, and partial releases for the Property shall be furnished to the City prior to payment. At the closing, the title to the Property shall be in a condition that is acceptable to the City in its sole discretion. At the City's written request, the GRANTOR shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the City. The total amount in cash settlement shall be paid to GRANTOR, except such portion thereof as GRANTOR, may assign to lien-holder in obtaining the partial releases.
2. The City shall pay Five Hundred Dollars (\$500.00) for the Property. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Property. Closing shall occur within sixty days of the execution of this Agreement.

3. The GRANTOR represents that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTOR agrees to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Property. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTOR is jointly and severally responsible for compliance with the obligations of this Section 3 and for any damages resulting from the breach thereof. The provisions of this Section 3 shall survive the termination of this Agreement and the closing of this transaction.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Property. The performance of this Agreement constitutes the entire consideration for the grant of the Property and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.
5. Closing costs shall be paid by the City.
6. GRANTOR agrees to pay any and all taxes assessed against the Property up to the closing; however, if for any reason the Salt Lake County Treasurer determines there are still taxes due on the property, it is the responsibility of the GRANTOR to pay all taxes. GRANTOR also agrees to pay any rollback taxes or fees-in-lieu under the Farmland Assessment Act, whether said rollback taxes are imposed before or after closing. GRANTOR is jointly and severally responsible for compliance with the obligations of this Section 6 and for any damages resulting from the breach thereof. The provisions of this Section 6 shall survive the termination of this Agreement and the closing of this transaction.

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

(Signatures Follow)

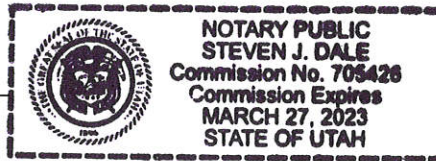
GRANTOR


Rick J. Beagley

State of UTAH)
County of SALT LAKE) :SS

On this 7TH day of NOVEMBER, 2019, personally appeared before me **Rick J. Beagley**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and the foregoing instrument was signed by him.


Notary Public



GRANTEE
MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A

WHEN RECORDED, MAIL TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, UT 84119

Warranty Deed Salt Lake County

Affecting Tax ID No. 14-22-351-019

Rick J. Beagley, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property located in the Southwest Quarter of Section 22, Township 1 South Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the most northerly point of that certain parcel conveyed to West Valley City according to that certain Warranty Deed recorded May 21, 2010 as Entry No. 10956717, said point being North 1,037.91 feet along the section line and East 40.00 feet to the east right-of-way line of 7200 West Street from the Southwest Corner of Section 22, Township 1 South, Range 2 West Salt Lake Base and Meridian; thence North 10.00 feet along said east right-of-way line; thence South 45°30'00" East 42.06 feet to the northerly boundary of Beagley Estates Subdivision, according to the official plat thereof recorded as Entry No. 9828171 in Book 2006P at Page 246 in the Office of the Salt Lake County Recorder; thence South 89°00'00" West 10.00 feet along said subdivision; thence North 45°30'00" West 28.04 feet along the aforementioned Warranty Deed to West Valley City to the Point of Beginning.

The above described parcel of land contains 250 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

WITNESS, the hand of said Grantor, this _____ day of _____, _____, 2019.

Rick J. Beagley

Warranty Deed
Parcel #14-22-351-019
Page 2 of 2

STATE OF _____)
) ss.
 COUNTY OF _____)

On the date first above written personally appeared before me, **Rick J. Beagley**, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, UT 84119

Warranty Deed
Salt Lake County

Affecting Tax ID No. 14-22-351-019

Rick J. Beagley, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, for the sum of TEN (\$10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

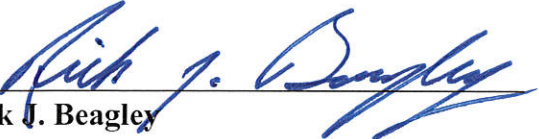
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The above described parcel of land contains 250 square feet, more or less.

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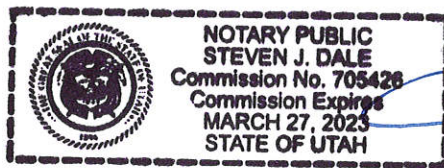
WITNESS, the hand of said Grantor, this 7TH day of NOVEMBER, 2019.

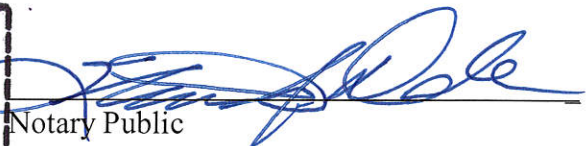

Rick J. Beagley

Warranty Deed
Parcel #14-22-351-019
Page 2 of 2

STATE OF UTAH)
)
) SS.
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, **Rick J. Beagley**, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.




Notary Public

Item: _____
Fiscal Impact: _____ None _____
Funding Source: _____ NA _____
Account No: _____ NA _____

Budget Opening Required: ☐

Issue:

Public Sidewalk, Lighting and Utility Easement.

Synopsis:

Accept a Public Sidewalk, Lighting and Utility Easement from Smith’s Food & Drug Center, Inc.an Ohio corporation across property located at 4065 South Redwood Road (1700 West). This easement is required as part of the Smith’s proposed remodel for the store at the above referenced address. As part of the proposed remodel, the property owner is required to construct public improvements in accordance with the Redwood Road Overlay Zone. A Public Sidewalk, Lighting and Utility Easement was required.

Background:

As portions of the required sidewalk and sidewalk lighting fall outside of the existing public right-of-way, a Public Sidewalk, Lighting and Utility Easement was required as a condition of approval for this project.

Recommendation:

Accept and record Public Sidewalk, Lighting and Utility Easement.

Submitted By:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A PUBLIC SIDEWALK, LIGHTING, AND UTILITY EASEMENT FROM SMITH'S FOOD & DRUG CENTERS, INC. FOR PROPERTY LOCATED AT APPROXIMATELY 4065 SOUTH REDWOOD ROAD.

WHEREAS, Smith's Food & Drug Centers, Inc. (herein "Owner") has executed a Public Sidewalk, Lighting, and Utility Easement (the "Easement") for property located at 4065 South Redwood Road; and

WHEREAS, the Easement conveyed by Owner is necessary and desirable for the development of said property; 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 accept the Easement;

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

1. That the above-referenced document entitled "Public Sidewalk, Lighting, and Utility Easement" is hereby approved in substantially the form attached, subject to final approval of the documents by the City Manager and the City Attorney's Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

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

Space above for County Recorder's use

PARCEL I.D. # 15-34-452-007

PUBLIC SIDEWALK, LIGHTING AND UTILITY EASEMENT

THIS PUBLIC SIDEWALK, LIGHTING AND UTILITY EASEMENT (the "Easement"), by and between **Smith's Food & Drug Centers, Inc.**, an Ohio corporation, whose principal place of business is located at c/o The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202, successor-in-interest to Smith's Food King Properties, Inc., a Utah corporation ("Grantor"), hereby grants to **West Valley City, a municipal corporation of the State of Utah**, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors-in-interest, and assigns, and to any and all public utility companies ("Grantee") for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual non-exclusive easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk, lighting and public utilities on, over, and across real property shown on Exhibit A attached hereto and made a part hereof, and located at **4065 South Redwood Road** in West Valley City, Salt Lake County, State of Utah, 84123 described as follows:

A Public Sidewalk, Lighting and Utility Easement located in the Southeast Quarter of Section 34, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in West Valley City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at the southwest corner of Grantor's Property at a point on the east right-of-way line of Redwood Road located 262.49 feet North 0°14'08" East (North 0°01'15" West record) along the Quarter Section Line and 53.00 feet South 89°45'52" East from the South Quarter Corner of said Section 34; and running thence North 0°14'08" East (North 0°01'15" West record) 292.03 feet along said east right-of-way; thence South 89°45'52" East 20.00 feet along the north line of Grantor's Property; thence South 0°14'08" West 292.03 feet to the south line of Grantor's Property; thence North 89°45'52" West 20.00 feet along said south line to the Point of Beginning. Encompassing 5,840 square feet, more or less.

Grantee shall be obligated to restore the surface of the Easement at Grantee's sole cost and expense, including the restoration of any surrounding areas or other surface improvements located upon or adjacent to the Easement which have been removed, destroyed, relocated, altered or damaged as a result of Grantee's use of the Easement granted herein from time to time. Notwithstanding the foregoing, Grantee explicitly agrees not to block any route of ingress or egress from Grantor's property to public rights-of-way for Grantor, or its employees, agents, contractors, or invitees. Grantee shall use commercially reasonable efforts to minimize the disturbance of

Grantor's business operation on Grantor's property, and shall not cause or permit any unattended parking of equipment on the paved surfaces of Grantor's property that are outside of the Easement.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the Easement hereby granted, and all rights and privileges incident thereto.

WITNESSED the hand of said GRANTOR this 31st day of October, 2019.

GRANTOR:

Smith's Food & Drug Centers, Inc., an Ohio corporation

By: Carin L. Fike
Name: Carin L. Fike
Title: Vice President



State of Ohio

County of Hamilton

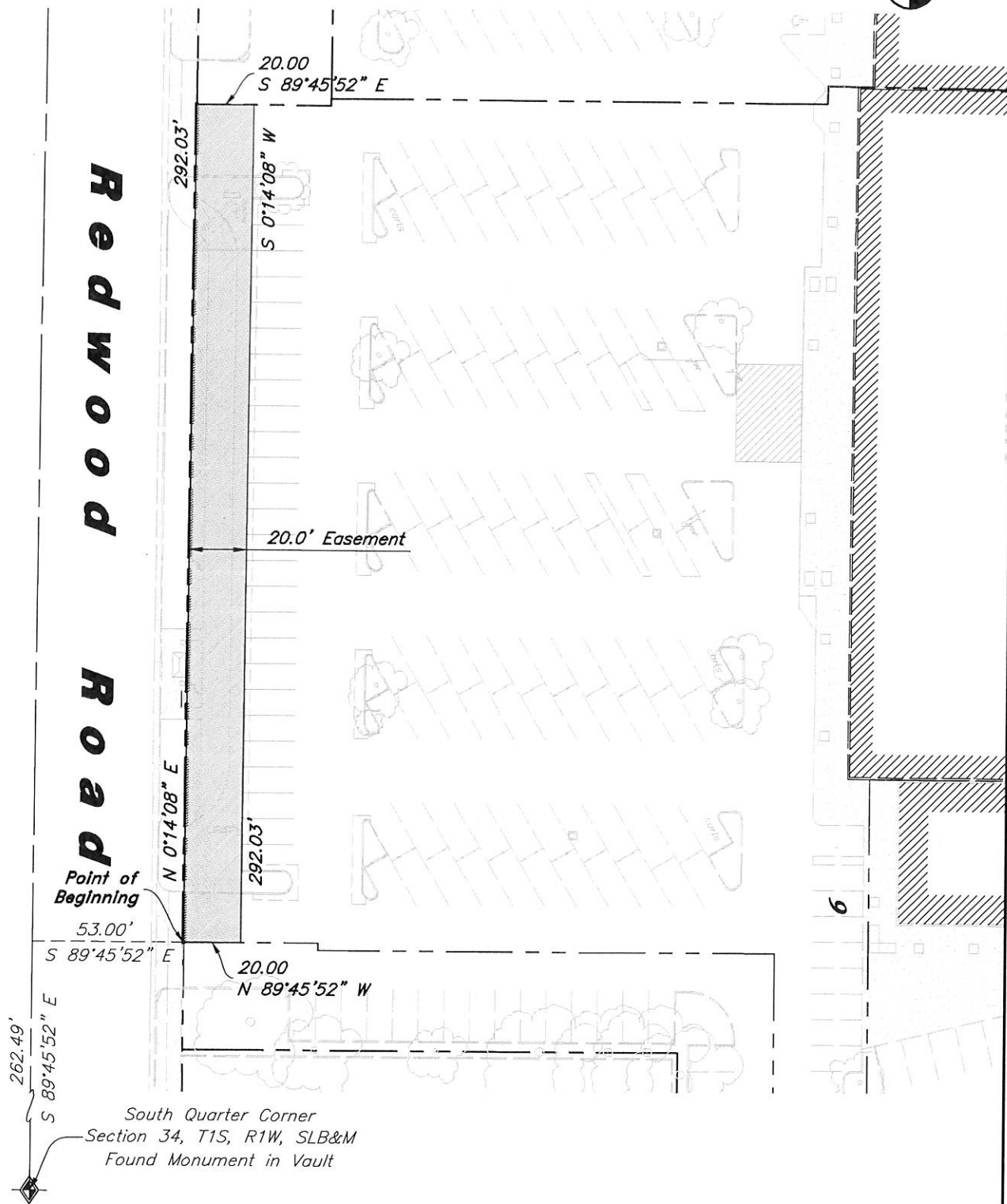
The foregoing instrument was acknowledged before me this 31st day of October, 2019 by Carin L. Fike, Vice President of Smith's Food & Drug Centers, Inc., an Ohio corporation, on behalf of the corporation.

Renee A. R. Cipriani
Notary Public

My commission expires:



Renee A. R. Cipriani
Notary Public, State of Ohio
My Commission Expires 11-30-2020



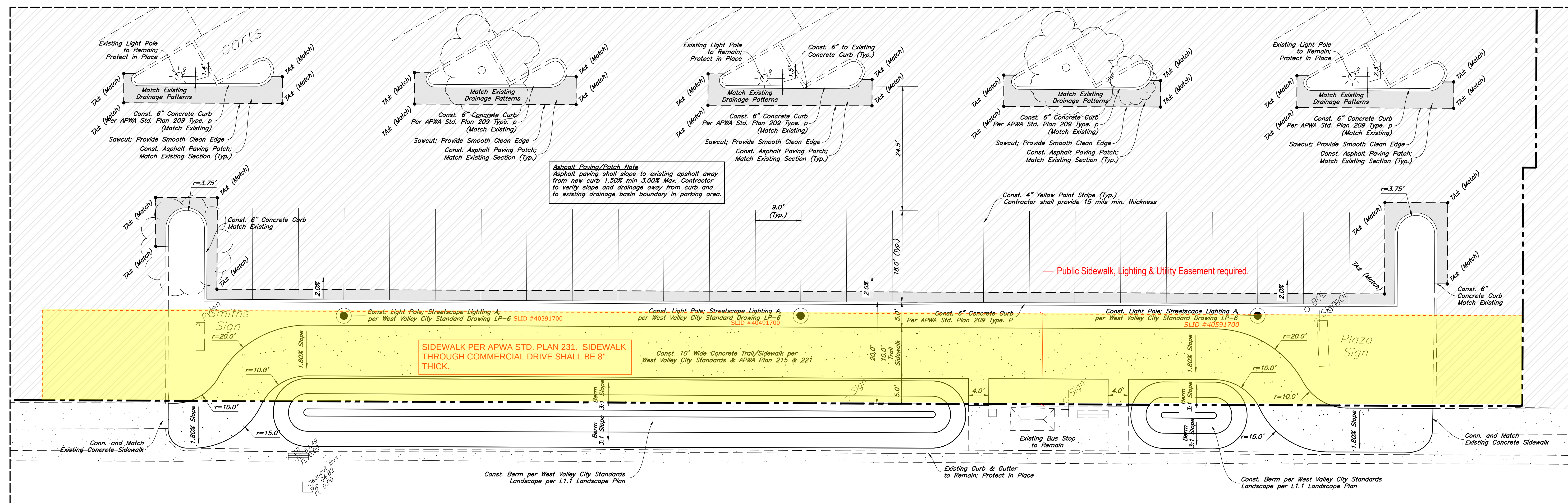
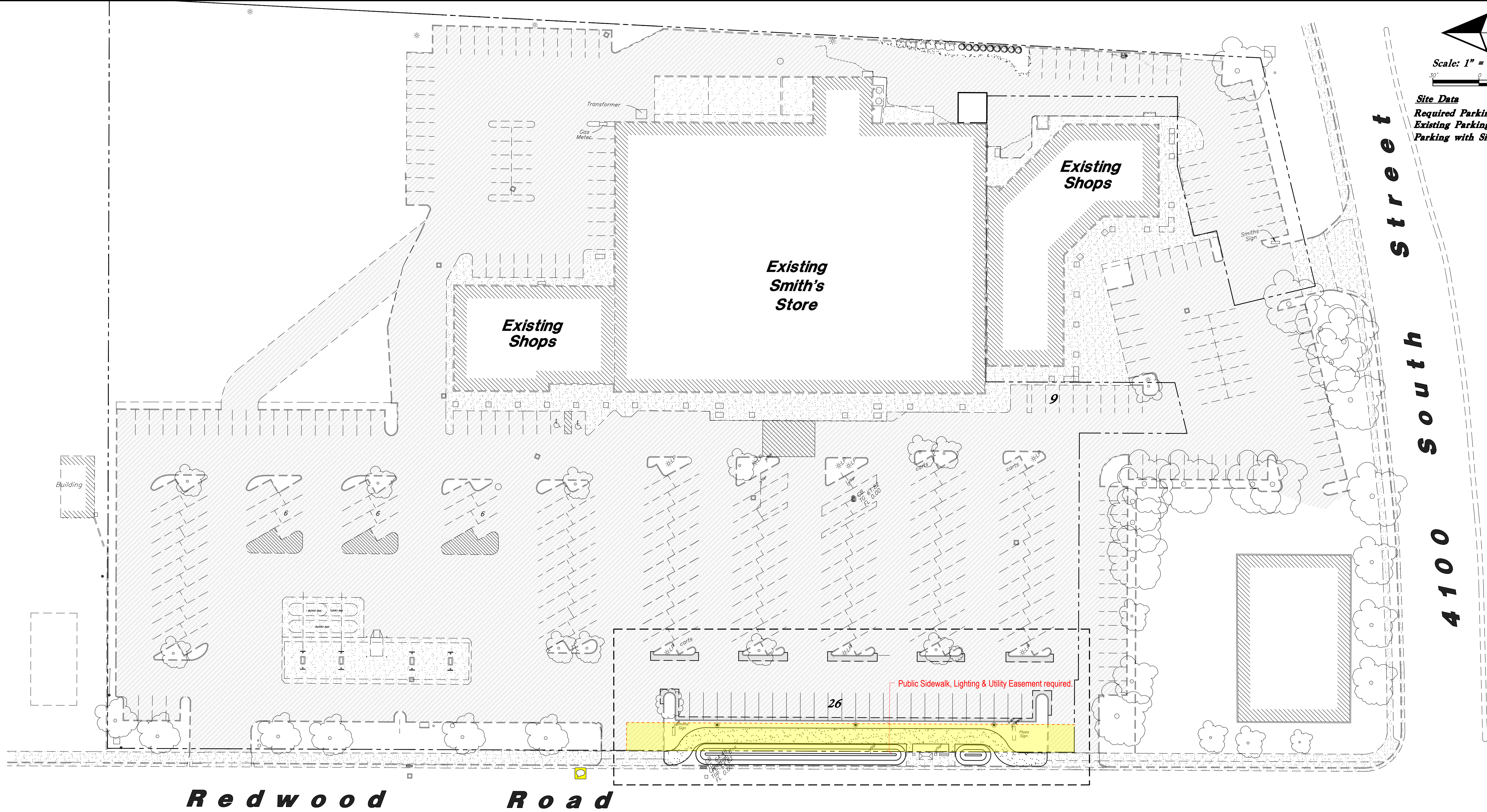
AWA
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Easement Exhibit
Smith's Food & Drug #066
4065 South Redwood Road
West Valley, Utah 84123

Sheet No.

EX

Designed By: BW
Drafted By: NM
Client Name:
Smith's
SMC066EX-Easement
29 Oct, 2019



Anderson Whalen & Associates
2010 North Redwood Road, Salt Lake City, Utah 84116
801.321.6229 - awh@andersonwhalen.com

Site Improvement Plan
Smith's Food & Drug - Store #66 Remodel
4065 South Redwood Road
West Valley, Utah 84123

13 Aug, 2019
SHEET NO.
C1.1

Smith's
FOOD & DRUG STORES
1550 South Redwood Road
Salt Lake City, Utah 84104
Telephone (801) 974-1400
#066
West Valley, Utah

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