



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 21, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on July 21, 2020.

A G E N D A

1. Call to Order
2. Roll Call
3. Inside the Police Department Video Series
4. Special Recognitions
5. Approval of Minutes:

A. July 14, 2020

6. Comment Period:

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

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

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

7. Resolutions:

- A. 20-106: Authorize West Valley City to Enter Into a Memorandum of Understanding with the Utah Attorney General's Office Crimes Against Statewide Economy (Case) Taskforce
- B. 20-107: Approve a Betterment Agreement Between the City and the Utah Department of Transportation for the Burial of Certain Power Lines On and Near 3500 South and 5600 West
- C. 20-108: Approve the Purchase of Streetlights From Mountain States Lighting for Locations Impacted by the Mountain View Corridor

8. Motion for Closed Session (if necessary)

9. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – JULY 14, 2020

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JULY 14, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

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

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

Steve Pastorik, Acting 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

INSIDE THE POLICE DEPARTMENT VIDEO SERIES

A video providing information about the Police Department was displayed.

Councilmember Tom Huynh arrived at 6:33 PM.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JULY 7, 2020

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The Council considered the Minutes of the Regular Meeting held July 7, 2020. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Regular Meeting held July 7, 2020. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Jim Vesock provided a shoutout to the Parking Compliance department. He indicated that ever since Jeni became supervisor, things have greatly improved. Mr. Vesock stated that Craig Thomas does a great job on the neighborhood watch meetings and indicated that more neighborhoods should be involved. He suggested putting information on water bills. Mr. Vesock thanked the Council for agreeing to look at Firework ordinances.

B. CITY MANAGER COMMENTS

Paul Isaac, Acting City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION GPZ-5-2020, FILED BY JAMES GRAHAM, REQUESTING A GENERAL PLAN CHANGE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) AND A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO RS (RESIDENTIAL SUSTAINABILITY, MINIMUM LOT SIZE 8,000 SQUARE FEET)

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled July 14, 2020, in order for the City Council to hear and consider public comments regarding application GPZ-5-2020, filed by James Graham, requesting a General Plan Change from Rural Residential (1 to 2 Units/Acre) to Low Density Residential (3 to 4 Units/Acre) and a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to RS (Residential Sustainability, Minimum Lot Size 8,000 Square Feet).

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

The applicant has submitted a concept plan, which is attached, that shows

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the subject property being subdivided into 11 lots averaging 9,375 square feet. The City will require the half width of both Whitlock and Chatham to be dedicated as both halves have been used as roadways since before the City was incorporated. Also attached are documents from the applicant supporting this application and providing biographical background.

A development agreement is required for this project. Section 7-6-210.5 of the Zoning Ordinance states: “No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:...” The ordinance goes on to list the minimum standards for sustainability, which are found in the attached copy of Section 7-6-210.5. Since the Planning Commission recommended denial, staff did not prepare a development agreement. At the Council’s direction, staff will prepare a development agreement for consideration.

Beginning in 2017, the applicant has made four applications to the City before the current one to develop the subject property in a way other than meeting the requirements of the existing A zone. Each of these prior applications was denied by the Council.

Mayor Bigelow opened the Public Hearing.

Nichole Camac, City Recorder, read the following comments submitted by Monica Dixon: “ As the spokesperson for the Chesterfield neighborhood, I want to represent all the people who were not informed about this meeting, cannot attend this meeting, or are limited by the online forum. Our collective statement is that we do not want the zoning to change at 1580 W. Whitlock Ave. We want the area to remain agriculture . We are concerned about a different demographic of neighbors moving in and complaining about the roosters, the flies, the smell, the late-night Mariachi bands and the horseback riders. We also object to having more traffic here. There are 4 churches in our neighborhood already, and they bring heavy traffic. Thank you for your consideration of this matter.”

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-27, AMEND THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM RURAL RESIDENTIAL (1 TO 2 UNITS/ACRE) TO LOW DENSITY RESIDENTIAL (3 TO 4 UNITS/ACRE) FOR PROPERTY LOCATED AT 1580 WEST WHITLOCK AVENUE

The City Council previously held a public hearing regarding proposed Ordinance 20-27 that would amend the General Plan to show a change of land use from Rural

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Residential (1 to 2 Units/Acre) to Low Density Residential (3 to 4 Units/Acre) for property located at 1580 West Whitlock Avenue.

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

Councilmember Huynh moved to deny Ordinance 20-27.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	No
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	No
Mayor Bigelow	Yes

Majority. Denied.

ACTION: ORDINANCE NO. 20-28, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1580 WEST WHITLOCK AVENUE ON 3.05 ACRES FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO RS (RESIDENTIAL SUSTAINABILITY, MINIMUM LOT SIZE 8,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 20-28 that would amend the Zoning Map to show a change of zone for property located at 1580 West Whitlock Avenue on 3.05 Acres from A (Agriculture, Minimum Lot Size 1/2 Acre) to RS (Residential Sustainability, Minimum Lot Size 8,000 Square Feet).

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 Deny Ordinance 20-28.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous. Denied

ACTION: RESOLUTION NO. 20-109, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DWELL DESIGN BUILD, LLC FOR APPROXIMATELY 3.05 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1580 WEST WHITLOCK AVENUE

Mayor Bigelow discussed proposed Resolution 20-109 that would authorize the City to enter into a Development Agreement with Dwell Design Build, LLC for approximately 3.05 acres of property located at approximately 1580 West Whitlock Avenue.

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

James Graham has submitted a General Plan/zone change application (GPZ-5-2020) on 3.05 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to RS (residential sustainability). The Planning Commission recommended denial.

Section 7-6-210.5 of the Zoning Ordinance states: “No property shall be rezoned to the RS zone without a development agreement that includes the following requirements as minimum standards:...” The ordinance goes on to list the minimum standards for sustainability, which are included in the development agreement. Also included are some interior design features for all new homes.

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 deny Resolution 20-109.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous. Denied.

RESOLUTION 20-100: ENCOURAGE RESIDENTS AND BUSINESSES TO FOLLOW STATE AND COUNTY HEALTH GUIDELINES

Mayor Bigelow discussed proposed Resolution 20-100 that would encourage residents and businesses to follow State and County Health Guidelines.

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

In March, both the federal government and the state of Utah recognized the existence of a health emergency created by the COVID-19 pandemic. Since that time, significant changes have occurred in many aspects of daily life. In an effort to slow the spread of the disease and allow Utahns to continue with as many normal activities as possible during the pandemic, the state of Utah and Salt Lake County have made several recommendations and enacted health orders pertaining to individuals and businesses.

The resolution encourages all residents to abide by these guidelines, including the wearing of masks in public places.

Councilmember Huynh stated that he would prefer to have a more strongly worded resolution. He indicated that there are many people who cannot do anything, cannot leave their homes, and others need to take responsibility to end this pandemic. He indicated that the City has a high rate of COVID-19, sales tax rates are decreasing, and many people are struggling. Mayor Bigelow stated that he feels requiring as opposed to encouraging may be beneficial but he feels the resolution represents the majority of Council so he will support as it is. He indicated that following guidelines strictly will curtail the pandemic more so than anything else and it is critical for the community to work together to solve this issue.

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 Resolution 20-100.

Councilmember Buhler seconded the motion.

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A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-101: AUTHORIZE THE PURCHASE OF A TYMCO 600 STREET SWEEPER FROM INTERMOUNTAIN SWEEPER

Mayor Bigelow discussed proposed Resolution 20-101 that would authorize the purchase of a Tymco 600 Street Sweeper from Intermountain Sweeper.

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

The City will use Utah State Contract with Intermountain Sweeper Company to replace the 2016 Tymco 600 with a Tymco 600 BAM Regenerative Air Sweeper. Public Works Operations has dealt with Intermountain Sweeper Company on many trade-ins, receiving consistent value for equipment each year.

Machine	Type of Machine	Cost Per Vehicle
1	Tymco 600 Sweeper BAM Regenerative Air	\$289,485.00
1	Trade in – 2016 Tymco 600	-\$105,000.00
	TOTAL	\$184,485.00

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 20-101.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

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Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 20-102: AUTHORIZE THE EXECUTION OF AMENDMENT NO. 1 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR THE CONSTRUCTION OF 2550 SOUTH

Mayor Bigelow discussed proposed Resolution 20-102 that would authorize the Execution of Amendment No. 1 to the Interlocal Cooperation Agreement between West Valley City and Salt Lake County for the construction of 2550 South.

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

During the 2018 legislative session, SB234 directed UDOT to fund the completion of 2550 South 5600 West to 8000 West, with matching funds from Salt Lake County. UDOT has since funded \$2,000,000 for design and construction. This \$500,000 amendment from Salt Lake County will match what UDOT has funded.

The County Transportation Funds will only be used for allowable uses as described in Subsection 72-2-121(4)(h) of the State Transportation Code.

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 20-102.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

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CONSENT AGENDA

A. RESOLUTION 20-103: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM REAL ESTATE INVESTMENT PARTNERS, LLC FOR PROPERTY LOCATED AT 3789 SOUTH CONSTITUTION BOULEVARD

Mayor Bigelow discussed proposed Resolution 20-103 that would authorize the City to enter into an Easement Purchase Agreement and accept a Temporary Construction Easement with and from Real Estate Investment Partners, LLC for property located at 3789 South Constitution Boulevard.

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

This portion of the Real Estate Investment Partners, L.L.C. parcel located at 3749 S. Constitution Boulevard is being acquired as part of the 2700 West Improvement Project, scheduled to be completed in 2020. This portion of the project includes the removal of existing curb, gutter and a four-foot-wide sidewalk along the frontage of the subject property (approximately 360 lineal feet) and installation of new curb, gutter and a five-foot-wide sidewalk within the existing public right-of-way. The elevation of the new curb and gutter on the east side of Constitution Boulevard is being raised to help eliminate the steep asphalt cross slope on the east side of Constitution Boulevard. Compensation in the amount of \$2,400.00 is based upon an appraisal report prepared for the adjacent property to the south.

B. RESOLUTION 20-104: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ANDREW KESSLER AND EMILY MARTINSEN FOR PROPERTY LOCATED AT 3830 SOUTH MARKET STREET

Mayor Bigelow discussed proposed Resolution 20-104 that would authorize the City to enter into Right Of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and from Andrew Kessler and Emily Martinsen for property located at 3830 South Market Street.

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

The Emily Martinsen and Andrew A. Kessler is property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full

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width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of \$400.00 was negotiated based upon an appraisal reports prepared by Integra Realty Resources.

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 items on the consent agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

COMMENT PERIOD

A. PUBLIC COMMENTS

Mike Markham stated that he is concerned about the 2700 West project. He indicated that the additional costs that are occurring are very concerning. Mr. Markham stated that he feels many of these issues should have been considered before.

B. CITY MANAGER COMMENTS

Paul Isaac, Acting City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Mayor Bigelow stated that many of the increased costs were not included in the original bid. He noted that there was damage discovered in the storm drain that were not discovered until it was dug up. Mayor Bigelow stated that the Council chose to approve these items after the fact because it was cheaper to do while the road was already under construction.

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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, JULY 14, 2020 WAS ADJOURNED AT 7:05 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, July 14, 2020.

Nichole Camac, CMC
City Recorder

Item: CASE Taskforce MOU

Fiscal Impact: N/A

Funding Source: N/A

Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into an agreement with other local and federal law enforcement agencies as part of the Utah Attorney General's Office Crimes Against Statewide Economy (CASE) Taskforce.

SYNOPSIS:

The Utah Attorney General's Office has created CASE task force to coordinate local law enforcement resources in the investigation of property and economic crimes and their associated organizations and networks. The Police Department seeks to assign one (1) investigator to this position. The Utah Attorney General's Office agrees to compensate WVC for the cost of that employee's salary and benefits.

BACKGROUND:

This task force initiates and investigates major property and economic related crimes, including organized crime operations, money laundering, and cases that requiring personnel or financial resources above what a local agency can supply.

RECOMMENDATION:

It is recommended that the Council approve the agreement for the Utah Attorney General's Office Crimes Against Statewide Economy (CASE) Taskforce.

SUBMITTED:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING WEST VALLEY CITY
(WVC) TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE UTAH ATTORNEY
GENERALS OFFICE CRIMES AGAINST STATEWIDE
ECONOMY (CASE) TASKFORCE.**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements to provide joint undertakings and services; and

WHEREAS, WVC has previously executed other memorandums of understanding with the Utah Attorney General's Office; and

WHEREAS, WVC desires to assign one investigator to the CASE Taskforce; and

WHEREAS, The Utah Attorney General's Office agrees to compensate WVC for that employee's salary and benefits; and

WHEREAS, a Memorandum of Understanding has been prepared for execution by and between WVC and the Utah Attorney General's Office. This Agreement, which is attached hereto 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 enter into this Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the above-referenced Memorandum of Understanding is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on 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 _____, 2020.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed by and between the Utah Office of the Attorney General ("UAG") and the West Valley City ("WVC"), all bodies corporate and politic of the State of Utah.

WHEREAS, Utah Code Annotated 11-13-1, 1953, as amended, commonly known as the Interlocal Cooperation Act ("ILA"), authorizes public agencies to enter joint agreements for the promotion of police activities and/or protection and/or public safety, and

WHEREAS, all of the parties hereto are public agencies as defined by the ILA, and

WHEREAS, the Utah has enacted Utah Code Ann. § 67-5-37 authorizing a Joint Organized Retail Crimes Unit (JORCU) effective May 12, 2020 operating under the Utah Attorney General's Office, with funding having been provided by the Utah Retail Merchant's Association; and

WHEREAS, all of the parties hereto have experience within their jurisdictions a growing problem of violations of Utah criminal law including organized retail crime, antitrust violations, intellectual property rights violations, gambling, and the purchase of stolen goods for the purpose of reselling the stolen goods for profit; and

WHEREAS, the effective investigation and prosecution of persons, groups or entities who violate Utah criminal law requires specialized personnel who are more effective when able to investigate on a regional basis and/or in a cooperative agreement; and

NOW THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the ILA, as follows:

1. WVC agrees to assign one sworn Officer, who shall be designated by WVC, to JORCU until the expiration of this MOU as outlined below. The said Officer will be subject to, and comply with, Utah Attorney General practices, policies and procedures in addition to their own employer policies, procedures and administrative rules while assigned to JORCU.
2. WVC agrees to assist JORCU for the primary purpose of vigorously and properly investigating the above listed violations of Utah criminal law by individuals, groups and entities. By assisting JORCU, WVC will benefit from joint operations, investigative support, and extensive training opportunities.
3. By entering into this MOU, JORCU will benefit from WVC's investigative support.
4. All UAG investigations will be conducted only by sworn law enforcement investigators. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. Violations of these guidelines are cause

for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency.

5. UAG agrees to provide the WVC Officer access to all investigative files.
6. UAG is responsible to provide the WVC Officer with a secured work area with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of UAG and JORCU personnel, with restricted access to authorized personnel only.
7. WVC is responsible and liable for the acts and omissions of WVC Officer in connection with the performance of his/her official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own Officer, agents or employees that occur within the scope of their official duties.
8. Any confidential information pertaining to JORCU investigations will be held in the strictest confidence, will only be shared with participating JORCU and UAG members, or with other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.
9. UAG agrees to pay the WVC salary, including overtime pay and all benefits otherwise provided to UAG employees, up to the amount of \$115,000 per year per officer.

Intentionally left blank.

10. Parties understand and agree that this agreement is contingent on funding as noted above. This agreement may be terminated, modified or extended depending on funding.

The terms of this agreement shall be effective on June 30 of 2020, and continue until June 30 of 2022 and continue annually or the agreement is cancelled by either party upon written notice delivered to both agency directors.

Entered into this 2 day of July, 2020



Leo Lucey
Division Chief
Utah Office of the Attorney General
Investigation Division
WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Approved as to Form:

**Bradley
Jepps**

 Digitally signed by Bradley
Jepps
Date: 2020.07.06 11:00:41
-06'00'

Item: _____
Fiscal Impact: \$2,030,248.71
Funding Source: General Fund
Account No: 45-9610-40750-75247-0000
Budget Opening Required: Yes

ISSUE:

Mountain View Corridor Betterment Agreement No. 1

SYNOPSIS:

A betterment agreement for the burial of overhead power on 3500 South and 5600 West

BACKGROUND:

UDOT is reconstructing and widening portions of 3500 South and 5600 West as part of the Mountain View Corridor project. The city requested the project betterment from UDOT to bury overhead power on 3500 South between 5450 West and 6000 West, and on 5600 West between approximately 3600 South and 3400 South.

The power burial betterment was originally requested in December 2018, when the city and UDOT executed Cooperative Agreement No. 1 for the construction of Mountain View Corridor from 4100 South to SR-201. The work has since been completed and the execution of this agreement will authorize the city to pay UDOT for the city-requested betterment work. Per the agreement, payment is due October 15, 2020.

RECOMMENDATION:

Execute the Betterment Agreement with UDOT

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BETTERMENT AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION FOR THE BURIAL OF CERTAIN POWER
LINES ON AND NEAR 3500 SOUTH AND 5600 WEST.**

WHEREAS, the Utah Department of Transportation (“UDOT”) is reconstructing certain portions of 3500 South and 5600 West (the “Project”); and

WHEREAS, the City desires to add the burial of certain overhead power lines to the scope of work for the Project; and

WHEREAS, an agreement has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled “Local Agency Betterment Agreement” (hereinafter, the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, that the City is authorized to spend the actual construction cost of the burial of power lines as set forth in the Agreement to complete the Project, and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in 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 _____, 2020.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Local Agency Lump Sum Betterment Agreement No. 1	Betterment Description: 1. West Valley City Betterments – 3500 South Underground Utilities Local Agency: West Valley City	Lump Sum Cost for Betterment \$2,030,248.71
PIN: 13149 FINET/CID: 72192	Project Number: S-0085 (9) Project Name: SR-85, MVC; 4100 South to SR-201	Agreement Number
		Date Executed

THIS AGREEMENT, made and entered into the date shown below, by and between the **Utah Department of Transportation**, (“UDOT”), and **West Valley City** a political subdivision of the State of Utah, (“**Local Agency**”).

Subject to the attached provisions, UDOT will include the following betterment work items into the above referenced Project and will oversee construction of the betterment work. Upon signing this Agreement, the Local Agency agrees that the costs shown below are lump sums and that the Local Agency will only be responsible for paying the lump sum costs associated with these betterment work items.

Description of Betterment Work:

1. Remove and replace the existing overhead power and communications lines/facilities with underground power and communications lines on 3500 South between 6000 West and 5450 West in West Valley City. The cost of an aerial to aerial replacement was calculated as a baseline for costs and the differential between aerial to aerial and aerial to underground is considered as the betterment. This betterment includes relocation/replacement of facilities for Rocky Mountain Power, Comcast, CenturyLink, UTOPIA and Zayo as itemized in the attached Exhibit A.
2. Unsuitable rock materials were encountered during the installation of the duct bank which added additional costs for labor of excavation and installation of the conduit as itemized in the attached Exhibit B.

Item No.	Description	Lump Sum Cost
1	Aerial to underground relocation/replacement of power and communications facilities on 3500 South between 6000 West and 5450 West in West Valley City.	\$2,015,043.73
2	Unsuitable rock materials encountered for trench installation.	\$15,204.98
Total Local Agency Betterment Work		\$2,030,248.71

The total lump sum cost of the betterment work shall be deposited with UDOT by October 15, 2020. The Local Agency shall deposit the stated amount with UDOT’s Comptroller’s Office located at UDOT/Comptroller, 4501 South 2700 West, Box 141510, Salt Lake City 84119-1510.



Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

The Local Agency desires to include the betterment work items described herein in the project contract work.

UDOT will include the Local Agency's requested betterment work in the project contract provided that the Local Agency pay the actual additional costs and UDOT's project will not be delayed because of the betterments. No betterments will be added to the bid package until this Agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer or appropriate representative to correct or clarify issues during construction and to perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and / or inspector shall work with and through UDOT's Project Manager or Resident Engineer and shall give no orders directly to UDOT's contractor unless authorized in writing to do so. UDOT's contractor will accomplish the work covered herein on the Local Agency's facilities in accordance with the plans and specifications provided by the Local Agency, including changes or additions to the plans and specifications which are approved by the parties.

The Local Agency, through its inspection of the work, will provide UDOT's Project Manager or Resident Engineer with information covering any problems or concerns the Local Agency may have with acceptance of the facilities upon completion of construction.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

Except in cases of emergency, access for maintenance and servicing of the Local Agency facilities located on UDOT's right-of-way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain the permit and abide by the conditions thereof for policing

and other controls in the conformance with Utah Administrative Rules.

I. Indemnification:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing.
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this Agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the project construction, to accept, own and maintain the betterment work covered herein at no further cost to UDOT.

IV. Payment and Reimbursement to UDOT:



The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this Agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this Agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the terms of this Agreement, Local Agency will notify the UDOT Project Manager or Resident Engineer will be notified prior to changes being made. Any costs incurred by UDOT as a result of these scope or schedule changes will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this Agreement, a signed written modification to this Agreement is required prior to the start of work on the changes or additions.

VI. Miscellaneous:

This Agreement shall constitute the entire agreement and understanding of the parties with respect to the betterments, and shall supersede all offers, negotiations, and other agreements. Any amendment to this agreement must be in writing and executed by authorized representatives of each party.

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement may be executed in counter parts by the parties.

Each party represents that it has the authority to enter into this Agreement.

Language content was reviewed and approved by the Utah AG's office on April 10, 2018.

Local Agency			Utah Department of Transportation		
By		Date	By		Date
Title/Signature of Official			Project Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Program Manager		
By		Date	By		Date
Title/Signature of additional official, if required			Region Director		
By	Approved as to form/BMH	Date 6/25/20	By		Date
Title/Signature of additional official, if required			Comptroller's Office		

EXHIBIT A **Overhead to Underground Betterment**

Company	Company Work			DB Work Aerial to Underground DB (Joint trench)	Total Aerial to Underground	Delta - Aerial to Underground (City Betterment)
	Aerial to Aerial Company costs	Aerial to Aerial UDOT Costs	Aerial to Underground Company			
RMP	\$ 137,347.00	\$ 625,692.00	\$ 1,362,904.00	\$ 612,946.27	\$1,975,850.27	\$ 1,212,811.27
Comcast	\$ 31,534.16	\$ 31,534.16	\$ 93,967.71	\$ 257,779.84	\$ 351,747.55	\$ 288,679.23
CenturyLink	\$ 48,219.40	\$ 48,219.40	\$ 235,640.91	\$ 119,532.79	\$ 355,173.70	\$ 258,734.90
Zayo	\$ 4,178.44	\$ 4,178.44	\$ 140,116.00	\$ 27,157.48	\$ 167,273.48	\$ 158,916.60
UTOPIA		\$ 68,605.60	\$ 64,897.18	\$ 99,610.15	\$ 164,507.33	\$ 95,901.73
				\$ 1,117,026.53	\$3,014,552.33	\$ 2,015,043.73

MVC RMP Project Agreement UT13-04 Cost Breakout and Summary

Aerial to Aerial Relocation (See RMP Cost Estimate Version 2)

Ex. RMP in Easement	64%	
Ex. RMP Not in Easement	36%	
UDOT Cost Obligation	$64\% + 36\%/2$	= 82%
RMP Cost Obligation	$36\%/2$	=18%

Total Cost with No City Underground Betterment	\$	763,039.00
UDOT Cost Obligation (82%)	\$	625,692.00
RMP Cost Obligation (18%)	\$	137,347.00

Aerial to Underground Relocation (See RMP Cost Estimate Version 1 and MVCC Cost Estimate)

RMP Cost for Relocation with Underground Betterment	\$	1,362,904.00
MVCC Cost for Relocation with Underground Betterment	\$	612,946.27
Total Cost for Relocation with Underground Betterment	\$	1,975,850.27
Total Cost for Relocation with No Underground Betterment	\$	763,039.00
Total Cost of Betterment	\$	1,212,811.27

UDOT Cost Aerial to Aerial Relocaiton	\$	625,692.00	32% of total cost
UDOT Cost Aerial to Underground (Betterment)	\$	1,212,811.27	61% of total cost
Total UDOT Costs	\$	1,838,503.27	93% of total cost
Total RMP Costs	\$	137,347.00	7% of total cost

MVC Comcast Supplemental Agreement UT05-03 Cost Breakout and Summary

Aerial to Aerial Relocation (See Comcast Cost Estimate Version 2)

Total Cost with No City Underground Betterment	\$	63,068.32
UDOT Cost Obligation (50%)	\$	31,534.16
Comcast Cost Obligation (50%)	\$	31,534.16

Aerial to Underground Relocation (See Comcast Cost Estimate Version 1 and MVCC Cost Estimate)

Comcast Cost for Relocation with Underground Betterment	\$	93,967.71
MVCC Cost for Relocation with Underground Betterment	\$	257,779.84
Total Cost for Relocation with Underground Betterment	\$	351,747.55
Total Cost for Relocation with No Underground Betterment	\$	63,068.32
Total Cost of Betterment	\$	288,679.23

UDOT Cost Aerial to Aerial Relocaiton	\$	31,534.16	9% of total cost
UDOT Cost Aerial to Underground (Betterment)	\$	288,679.23	82% of total cost
Total UDOT Costs	\$	320,213.39	91% of total cost
Total Comcast Costs	\$	31,534.16	9% of total cost

MVC Century Link Project Agreement UT04-03 Cost Breakout and Summary

Aerial to Aerial Relocation (See Century Link Cost Estimate Aerial to Aerial Relocation

Total Cost with No City Underground Betterment	\$	96,438.79
UDOT Cost Obligation (50%)	\$	48,219.40
Century Link Cost Obligation (50%)	\$	48,219.40

Aerial to Underground Relocation (See Century Link Cost Estimate Cable Cost and Conduit Cost and MVCC Cost Estimate)

Century Link Cable Cost for Relocation with Underground Betterment	\$	154,007.94
Century Link Conduit Cost for Relocation with Underground Betterment	\$	81,632.97
MVCC Cost for Relocation with Underground Betterment	\$	119,532.79
Total Cost for Relocation with Underground Betterment	\$	355,173.70
Total Cost for Relocation with No Underground Betterment	\$	96,438.79
Total Cost of Betterment	\$	258,734.91

UDOT Cost Aerial to Aerial Relocaiton	\$	48,219.40	14% of total cost
UDOT Cost Aerial to Underground (Betterment)	\$	258,734.91	73% of total cost
Total UDOT Costs	\$	306,954.31	86% of total cost
Total Century Link Costs	\$	48,219.40	14% of total cost

MVC Zayo Project Agreement UT19-01 Cost Breakout and Summary

Aerial to Aerial Relocation (See Zayo Cost Estimate Aerial to Aerial Relocation)

Total Cost with No City Underground Betterment	\$	8,356.88
UDOT Cost Obligation (50%)	\$	4,178.44
Zayo Cost Obligation (50%)	\$	4,178.44

Aerial to Underground Relocation (See Zayo Cost Estimate and MVCC Cost Estimate)

Zayo Cost for Relocation with Underground Betterment	\$	140,116.00
MVCC Cost for Relocation with Underground Betterment	\$	27,157.48
Total Cost for Relocation with Underground Betterment	\$	167,273.48
Total Cost for Relocation with No Underground Betterment	\$	8,356.88
Total Cost of Betterment	\$	158,916.60

UDOT Cost Aerial to Aerial Relocaiton	\$	4,178.44	2% of total cost
UDOT Cost Aerial to Underground (Betterment)	\$	158,916.60	95% of total cost
Total UDOT Costs	\$	163,095.04	98% of total cost
Total Zayo Costs	\$	4,178.44	2% of total cost

Mountain View Corridor Constructures
3959 West 1820 South Suite 250
Salt Lake City, UT 84104
Project Name: Mountain View Corridor
Project No: S-0085(9)
EXHIBIT A - Estimate

EXHIBIT B

3500S Unsuitable Rock Material (CVE)									
Description	C E-(TO) Qty	C E-UOM	Labor	Construction Equipment (Owned)	Fully Operated and Maintained Equipment	Materials & Supplies	Subcontract	Incidental Job Burden	Total
3500S Unsuitable Rock Material (CVE)	1.00	PLS	\$0.00	\$0.00	\$0.00	\$0.00	\$13,644.82	\$0.00	\$13,644.82
CVE - 3500S Rock T&M	1.00	PLS	\$0.00	\$0.00	\$0.00	\$0.00	\$13,644.82		\$13,644.82
			\$0.00	\$0.00	\$0.00	\$0.00	\$13,644.82	\$0.00	\$13,644.82
Incidental Job Burden (Maintain SWPPP, MOT, Locates) 3% As Bid								\$409.34	\$409.34
Total			\$0.00	\$0.00	\$0.00	\$0.00	\$13,644.82	\$409.34	\$14,054.16
Markup %			15%	10%	10%	10%	7.5%	15%	
Markup Value			\$0.00	\$0.00	\$0.00	\$0.00	\$1,023.36	\$61.40	\$1,084.76
Bond & Insurance @ 0.47%			\$0.00	\$0.00	\$0.00	\$0.00	\$64.13	\$1.92	\$66.05
Grand Total			\$0.00	\$0.00	\$0.00	\$0.00	#NAME?	\$472.67	\$15,204.98



Signal & Utility Division
1338 S. Gustin Rd.
Salt Lake City UT 84104
(801) 908-6666

Proposal / Contract

Date: 1/30/2020

To: Mountain View Corridor Constructors

Attn: Morgen Baldwin

Project: 3500 South Betterment Trench Hard Pan Force Account Work

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Proposal:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1	Labor / Equipment	1	N/A	\$13,644.82
Total:				\$13,644.82

Clarifications:

- 10/22 – 10/24 Rented Hydraulic breaker and machine to remove hard soils (see daily force account sheets) trench distance of 220 feet.
- 11/16 – 11/18 Rented Hydraulic breaker and machine to remove hard soils (see daily force account sheets) trench distance of 145 feet. Work was completed after normal working hours to have less impact on the public, per MVCC.
- Pricing does not include the labor and materials that was covered with the original work order.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.

THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

Cache Valley Electric	The undersigned hereby accepts this proposal including all terms and conditions thereof:
By: Cam Prisk (801) 602-1516	Accepted by:
Date: January 30, 2020	Company Name:
If this bid is accepted, please sign and return.	Title:
	Date:

Utility Force Account Record

(01/09/03 bws)

Project No:		* Work Day Summary: Joint Trench on 3500s. in front of Whittier Elementary School, Chipping hard pan with Track Hoe and then Digging Trench
Location:	3500 S. 5960 W.	
Contractor	Cache Valley Electric	

LABOR

Name	Classification	Reg. Hrs.	O/T Hrs.	Total Hrs.
Carson Traveller	operator	8	1	9
Zack Taylor	operator	8	1	9
Cody Winn	Journeyman Electrician	8	1	9
Gunner Wolf	Labor	8	1	9
Cameron Bobo	Apprentice Electrician	8	1	9
Ryan Woods	Labor	8	1	9
Total Labor Hours:				54 hrs.

MATERIALS

Description	Quantity	Unit
6" PVC	50'	
4" PVC	150'	
1 1/4" HDPE	150'	

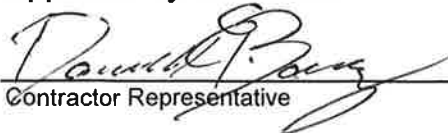
EQUIPMENT

Equipment Description	Ref. No. or Lic. Plate	Hrs. of Operation
ETEROC Hydraulic Breaker		9
LINKBETT EXCAVATOR		9

*Brief summary of work performed by contractor. Also, indicate actual location within the project where work was performed

Approved by Contractor:

Approved by State:

 10-22-19
Contractor Representative Date

Project Engineer Representative: _____ Date

Utility Force Account Record

(01/09/03 bws)

Project No:		* Work Day Summary: Joint Trench on 3500s. in front of Whittier Elementary School, Chipping hard pane with Track Hoe and Then Digging Trench
Location:	3500 S. 5960 W.	
Contractor	Cache Valley Electric	

LABOR

Name	Classification	Reg. Hrs.	O/T Hrs.	Total Hrs.
Darrell Barney	foreman	4		4
Carson Traveller	operator	8	1	9
Cody Wynn	Journeyman Electrician	8	1	9
Gunther Wolf	Labor	8	1	9
Cameron Bobo	Apprentice Electrician	8	1	9
Ryan Woods	Labor	8	1	9
Zack Taylor	operator	8	1	9
Total Labor Hours:				58 hrs

MATERIALS

Description	Quantity	Unit
6" PVC	50'	
4" PVC	150'	
1 1/4" HDPE	150'	

EQUIPMENT

Equipment Description	Ref. No. or Lic. Plate	Hrs. of Operation
EPICOR HYDRAULIC BREAKER		9
LINK-BELT EXCAVATOR		9

*Brief summary of work performed by contractor. Also, indicate actual location within the project where work was performed

Approved by Contractor:

Approved by State:


Contractor Representative

10-23-19

Date

Project Engineer Representative:

Date

Utility Force Account Record

(01/09/03 bws)

Project No:		* Work Day Summary: Joint Trench on 3500s in front of Whitter Elementary School Chipping hard pan with Track hoe and Then Digging Trench.
Location:	3500 S. 5960 W.	
Contractor	Cache Valley Electric	

LABOR

Name	Classification	Reg. Hrs.	O/T Hrs.	Total Hrs.
Carson Traveller	operator	8		8
Zack Taylor	operator	8		8
Cody Winn	Journeyman Electric	8		8
Gunner Wolf	Labor	8		8
Cameron Bobo	Apprentice Electrician	8		8
Ryan Woods	Labor	8		8
Total Labor Hours:				48 hrs

MATERIALS

Description	Quantity	Unit
6" PVC	40'	
4" PVC	120'	
1 1/4" HDPE	120'	

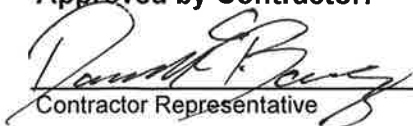
EQUIPMENT

Equipment Description	Ref. No. or Lic. Plate	Hrs. of Operation
EPIROC HYDRAULIC Breaker		8
LINKBET EXCAVATOR		8

*Brief summary of work performed by contractor. Also, indicate actual location within the project where work was performed

Approved by Contractor:

Approved by State:


Contractor Representative

10-24-19

Date

Project Engineer Representative:

Date



RASMUSSEN EQUIPMENT COMPANY
3333 West 2100 South
West Valley City, Utah, 84119-1197
Telephone (801) 972-5588 Fax (801) 972-2215
Utah Toll Free (800) 662-8603 Intermountain Toll Free (800) 453-8032



Account#	Order #	Brc	Sls
13489	1116396	01	99

**R E N T A L R E T U R N
I N V O I C E**

Date	Invoice #	Page
10-25-19	10103958	1

Sold To: 001
CACHE VALLEY ELECTRIC
875 NORTH 1000 WEST

Ship To:
CACHE VALLEY ELECTRIC
3500 S 5600 W

LOGAN

UT 84321

WVC

UT

Ship Via Will Call

Entered By davec	Customer Purchase Order	Customer Contact GARY NIELSEN	Ord Date 10-21-19
	Equip ID	Customer Job number	Customer Phone # 801/908-6666

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
1		Id# 8555 Model-SB552 EPIROC HYD BREAKER	FROM: 10-21-19 THRU: 10-25-19 Serial#-BES093099		3 Days	
						667.00
			Sub Total			667.00
		UT	UTAH SALES TAX			48.36

MT. VIEW

18625-9008

?

ANY QUESTIONS OR COMMENTS REGARDING YOUR INVOICE,
CONTACT ME VIA EMAIL AT LYNN@RASEQ.COM, OR
PHONE (801) 978-2812

Total Invoice
Due By:
11/24/19

715.36



RASMUSSEN EQUIPMENT COMPANY
3333 West 2100 South
West Valley City, Utah, 84119-1197
Telephone (801) 972-5588 Fax (801) 972-2215
Utah Toll Free (800) 662-8603 Intermountain Toll Free (800) 453-8032



Account#	Order #	Brc	Sls
13489	1116451	01	99

**R E N T A L R E T U R N
I N V O I C E**

Date	Invoice #	Page
10-25-19	10103970	1

Sold To: 001
CACHE VALLEY ELECTRIC
875 NORTH 1000 WEST

Ship To:
CACHE VALLEY ELECTRIC

LOGAN

UT 84321

UT

Ship Via Will Call

Entered By davec	Customer Purchase Order	Customer Contact GARY NIELSEN	Ord Date 10-22-19
		Equip ID	Customer Job number Customer Phone # 801/908-6666

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
1		Id# 8873 Model-80X3 LINKBELT EXCAVATOR	FROM: 10-22-19 THRU: 10-25-19 Serial#-LBX080Q6NHHEX1450		4 Days	1,167.00
			Sub Total			1,167.00
		UT	UTAH SALES TAX			84.61

?

ANY QUESTIONS OR COMMENTS REGARDING YOUR INVOICE,
CONTACT ME VIA EMAIL AT LYNN@RASEQ.COM, OR
PHONE (801) 978-2812

Total Invoice
Due By:
11/24/19

1,251.61

Utility Force Account Record

(01/09/03 bws)

Project No:		* Work Day Summary: Joint Trench 3500 S. 6000 W. Crossing, Chipping Hard pan with Track Hoe and then Digging Trench
Location:	3500 S. 6000 W.	
Contractor	Cache Valley Electric	

LABOR

Name	Classification	Reg. Hrs.	O/T Hrs.	Total Hrs.
Darrell Barney	foreman		9	
Darriin fredrickson	operator		8	
Carson Traveller	operator		8	
Cody Wimmer	Journeyman Electric.		9	
Gunner Wolf	Labor		8	
Shawn Smith	Labor		8	
Ernesto Jemenz	operator		9	
Total Labor Hours:				59 hrs

MATERIALS

Description	Quantity	Unit
6" PVC	60'	
4" PVC	180'	
1 1/4" HDPE	180'	

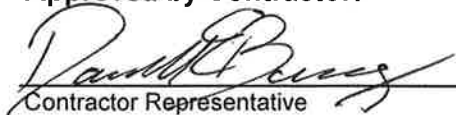
EQUIPMENT

Equipment Description	Ref. No. or Lic. Plate	Hrs. of Operation
LINK BEIT EXCAVATOR		8
ATLAS COPCO HYDRAULIC HAMMER		8

*Brief summary of work performed by contractor. Also, indicate actual location within the project where work was performed

Approved by Contractor:

Approved by State:



11-16-19

Contractor Representative

Date

Project Engineer Representative:

Date

UDOT/Region Two		Utility Force Account Record		(01/09/03 bws)	
Project No:		* Work Day Summary: Joint Trench 3500 S. 6000 W. Crossing, Chipping Hard pan with Track Hoe and Then Digging Trench.			
Location:	3500 S. 6000 W.				
Contractor	Cache Valley Electric				
LABOR					
Name	Classification	Reg. Hrs.	O/T Hrs.	Total Hrs.	
Darrell Barney	foreman		8		
Darrian Fredrickson	operator		8		
Carson Traveller	operator		8		
Cody Winn	Janayman Electric		8		
Shawn Smith	Labor		8		
Ernesto Jemenz	operator		8		
Total Labor Hours:				48hrs.	
MATERIALS					
Description		Quantity	Unit		
6" PVC		50'			
4" PVC		150'			
1 1/4" HDPE		150'			
EQUIPMENT					
Equipment Description		Ref. No. or Lic. Plate	Hrs. of Operation		
LINK-BEIT EXCAVATOR			8		
ATLAS COPCO Hydraulic Hammer			8		

*Brief summary of work performed by contractor. Also, indicate actual location within the project where work was performed

Approved by Contractor:

Approved by State:


 Contractor Representative

11-17-19

Date

Project Engineer Representative:

Date

**RASMUSSEN EQUIPMENT COMPANY**

3333 West 2100 South
West Valley City, Utah, 84119-1197
Telephone (801) 972-5588 Fax (801) 972-2215
Utah Toll Free (800) 662-8603 Intermountain Toll Free (800) 453-8032



Account#	Order #	Brn	Sls
13489	1118059	01	99

**R E N T A L R E T U R N
I N V O I C E**

Date	Invoice #	Page
11-22-19	10105262	1

Sold To: 001
CACHE VALLEY ELECTRIC
875 NORTH 1000 WEST

Ship To:
CACHE VALLEY ELECTRIC
5800 W 3500 S

LOGAN

UT 84321

WEST VALLEY

UT

Ship Via DUGGAN TRANSPORT

Entered By davec	Customer Purchase Order	Customer Contact GARY NIELSEN	Ord Date 11-15-19
	Equip ID	Customer Job number	Customer Phone # 801/908-6666

Ord	Ship	B/O	Part Number	Description	Unit Price	UM	Extended
-----	------	-----	-------------	-------------	------------	----	----------

1			Id# 8715 Model-160X4 LINK BELT EXCAVATOR	FROM: 11-15-19 THRU: 11-19-19 Serial#-LBX160Q7NJHEX1408		4 Days	
							1,767.00
1			Id# 8262 Model-MB1200 ATLAS COPCO HYDRAULIC HAMMER	FROM: 11-15-19 THRU: 11-19-19 Serial#-DEQ161235		4 Days	
							1,500.00
1			DELIVERY		300.000		300.00
1			DELIVERY		108.000		108.00

Sub Total 3,675.00

UT UTAH SALES TAX 236.86

18625 9008

ANY QUESTIONS OR COMMENTS REGARDING YOUR INVOICE,
CONTACT ME VIA EMAIL AT LYNN@RASEQ.COM, OR
PHONE (801) 978-2812

Total Invoice
Due By:
12/22/19

3,911.86

Item: _____
Fiscal Impact: \$375,000
Funding Source: General Fund/Class C Roads
Account No: 45-9610-40750-75247-0000
Budget Opening Required: Yes

ISSUE:

Mountain View Corridor Street Light Purchase

SYNOPSIS:

Authorize the Public Works Department to purchase street lights for use on roads associated with Mountain View Corridor

BACKGROUND:

UDOT's work on Mountain View Corridor is impacting various streets within West Valley City. The city has requested a betterment for UDOT's contractor to install street lights on these streets. The city has opted to purchase and supply lights directly to the contractor for installation to take advantage of a discount offered from the city's supplier, Mountain States Lighting.

This resolution authorizes the city to spend up to \$375,000 to purchase 131 street lights for use on the following streets: 3500 South, 5600 West, SR-201 South Frontage Road, Cilma Drive, Masters Drive, 3575 South, Darle Avenue, 2400 South, Marsha Drive and Anna Caroline Drive.

RECOMMENDATION:

Authorize the purchase.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF
STREETLIGHTS FROM MOUNTAIN STATES LIGHTING
FOR LOCATIONS IMPACTED BY THE MOUNTAIN VIEW
CORRIDOR.**

WHEREAS, West Valley City wishes to add streetlights to certain streets impacted by Mountain View Corridor construction (the “Project”); and

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

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

WHEREAS, the price quoted by Mountain States Lighting is within price parameters and meets the City’s needs; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase street lighting fixtures and related equipment from Mountain States Lighting for an amount not to exceed \$375,000.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2020.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER