



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 2, 2021, at 6:30 PM.

Pursuant to Utah Code Ann. § 52-4-207(4), West Valley City has determined that this meeting will be held electronically without an anchor location given the ongoing Novel Coronavirus (COVID-19) pandemic. West Valley City has determined the pandemic presents a substantial risk to the health and safety of those who may be present at an anchor location. 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 March 2, 2021.

A G E N D A

1. Call to Order
2. Roll Call
3. Inside the City Video Series
4. Special Recognitions
5. Approval of Minutes:
 - A. January 15, 2021 (Strategic Planning Meeting)
 - B. February 23, 2021
6. Comment Period:

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

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

7. Public Hearings:

- A. Accept Public Input Regarding Application SA-1-2021, Filed by Rockworth Companies, LLC, Requesting Final Plat Approval for the Decker Lake Subdivision Located at 3100 South Decker Laker Drive

Action: Consider Ordinance 21-08, Approve the Amendment of Lots 2E, 2F, and a Portion of Lot 2G E-Center Retail Subdivision Lot 2 Second Amended

8. Resolutions:

- A. 21-34: Approve a Professional Services Agreement with A to Z Landscaping, Inc. for Maintenance Work on City Properties

9. Motion for Closed Session (if necessary)

10. Adjourn

City Council
Strategic Plan Minutes
January 15, 2021

This meeting was held electronically via zoom.

Discussion Friday 9:00 am

Discussion led by Mayor Bigelow / Tech Provided by Ken Cushing, Nichole Camac and Eric Bunderson

Present at the Meeting

Wayne Pyle
Nicole Cottle
Ken Cushing Technical Staff

Partial Attendance Jim Welch, Nichole Camac, Eric Bunderson
Mayor Bigelow
Steve Buhler
Lars Nordfelt
Karen Lang
Don Christensen
Tom Huynh
Jake Fitisemanu

Discussion Topic One - Budget

Electronic Meeting disclosure statement video played per state law.
Mayor gives an introduction and turns time to Wayne and Jim Welch

Mr. Pyle

Introduction to Jim Welch

You as council are well versed on budget. It has been an interesting year. Many good things that may not have been noticed. First, stable year financially and a relatively stable year in terms of public safety, crime, fire police response and fully staffed PD. Commercially, development and capital investment have been strong. New and long-term programs regarding neighborhood stability have been rolled out. Despite all of the trauma we had this year, WVC had a great year.

Jim Welch to provide a budget current status

Jim Welch: Screen share and presentation. (See Document Attached). Mr. Welch looked back and forward. Economy is stable but uncertain. Unemployment, human costs not known yet. Federal Stimulus Act soften impacts. Utah has still outperformed and has been stable and more

stable than others. Looking forward Utah is still in a good place and stimulus continues to soften the blow of the pandemic. We have to still deal with social distancing, closures and other pandemic matters. Much of the economic stability and recovery depends on the vaccine. We are watching the economic outlook very closely but no one really knows what things will look like moving forward. We are in a good place to handle many of the ups and downs that are likely in the future. All things considered, things are still good to stable.

Fund Balance Slide

Audited numbers show \$19M which is 22% of general fund expenditures – state law caps that at 25%. The Minimum is 5% of budgeted general fund expenditures.

Mayor Bigelow

City has weathered the recession caused by the pandemic very well. We are not heavily dependent on tourism. When we come to the budget this year there won't be any significant changes. Wayne Pyle echoes except two pieces. On the revenue side we really have weathered the storm very well and in the short term we are fine. Long term, excluding sales tax our revenues are not growing and that is a long term matter for strategic discussion. There are influenced by growth of the city because we are starting to mature and growth is slowing. This simply means we have some policy decisions to make.

Pandemic issues – cares act money. We received a lot as reimbursement. We had direct expenditures above those monies. Other revenue shortages you don't see are things like the fitness center revenues just due to closures. Parking at USANA. Other unseen areas of lost revenue. We have the immediate cash to cover this but we will be coming back in budget openings to settle those out. We will try to avoid that but we may be in that position. When all the pieces stop moving we will likely be stable but will face the same increasing expense.

Karen Lang

\$200,000.00 for Economic Development should we not have put those funds over to stabilize those larger businesses? Wayne answers no, we are fine but exercise caution. Also we have other cares act funding coming in October. His main caution is you will see budget openings.

How much did we get in Cares act funding? \$8M, we should have by formula been given \$12M that obviously gives us a more significant cushion and our residents have additional needs.

Steve Buhler – have we looked at the other revenue streams that are dwindling and made a long term assessment of where those will be? Have we done an analysis? Wayne Pyle described the analysis we do each year and also commented that we are basically at the bottom and have reached stability except for the telecommunication tax. The solutions to the question exist in the knowledge and we do understand it. In the long run it is clear we are going to have a revenue growth increase issue and we have done the analysis. Steve understands that but wants to see a projection from us and then a plan to make it up. He sees this as a strategic matter.

Steve Buhler also asked about judgment levy issues – are there any that we have on the radar? No, are we tracking those? Yes. Wayne Pyle confirms that there are none on the radar. Steve Buhler wants a report on that as well. We can detail how we do that.

Mayor Bigelow

On next year budget please include:

- 1 Dollar reduction that impacted our city from Covid -19
- 2- What additional expenses did we incur due to Covid-19
- 3- How did we cover that (Cares, Cut Expenses, Fund Balance)

He wants a detail of what happened and how we dealt with it – in gross numbers. We don't need to go into total detail just a nice general statement.

Karen Lang echoes the request of Steve Buhler and wants a 5-10 year plan in the budget. Wayne Pyle says yes and we have that we can provide it to you and put it in the budget. Tom Huynh echoed that request and desire to understand that.

Steve Buhler made the budget book clean up request on names of facilities. This was added to the to do list.

Mayor Bigelow adds to the 5-10 year list discussion. He was discussing having money on the table and not spending it means potentially you collect too much and should lower taxes. Earmarks were an attempt to force the issue. This reduces the flexibility when you come to a recession and need to move funds around. Mayor cautions that what we are doing has worked so well and cautions making major changes when things are going well. So information is one thing changing based on that is another. Be slow to change what we are doing unless there is a problem.

Mayor asks for last call on finance or budget discussions.

Karen Lang has two policy issues on leases – we have the money we shouldn't pay interest when we are earning less interest. The other issue is we always put "tax free lease payment" – statement that it is a tax-exempt lease.

Lars Nordfelt speaks to this. He did some calculations and shares his screen. His calculations on the lease payments. He does the time value of money calculation for everyone.

Jim Welch showed a slide of Cost to pay off short term lease financing. The slide demonstrates that even paying cash for the short-term leases is a relatively high number. When you move to the larger long-term assets it is large.

10:35 10 Minute Break returning at 10:45

Discussion by Council Member of Strategic Topics from Last Year

This discussion started with the year end 2020 report that Wayne Pyle provided via email

Karen Lang asked regarding dinosaur dig, and property acquisition across the city. Wayne discussed the potential of a purchase that is combined with JRM. He mentioned that that is on the next agenda.

Karen Lang brought up campaign finance discussion. Suggests Steve Buhler. He wanted a survey of other cities. His concern or thought was what to do. Campaign finance is an issue. The City potentially wants to tighten up their campaign finance matters in future years.

Campaign signs – placement, pick up and take down and location.

Jake Fitisemanu. gave kudos to Nichole Camac about her presentation on signage and the run down.

Disruption of meetings - Steve Buhler desires to discuss as does Karen Lang. Steve Buhler suggests inclusion in annual training.

Idea House – Steve Buhler wants it to just be on hold – finances obviously don't provide for it right now but we should keep it in abeyance – Karen Lang suggests thinking outside of the box during this interesting time in real estate. They discussed small versus large assistance – and the policy behind that.

Sustainability Efforts – Mayor would like this to continue and there are things that can continue to be done. Trained experienced sustainability specialist who can help us. Advise on the biggest environmental impact. Recommend policy changes to benefit the environment such as landscape codes building codes traffic planning public works and parks. Coordinate efforts for the sustainability zone advise how to achieve net zero. Work with businesses and residential represent the city in regional and state organizations.

Harman Theater development - Mr. Pyle does not need any more direction.

NOON – 1:00 PM LUNCH HOUR

1:00 Return

Reporting on strategic plan – helping elderly populations. Karen Lang received a couple of calls about vaccinations etc. Many other issues for the older generation. Maybe just informational items. Maybe a special website page for aging – or maybe we bring these matters to the County to handle. County information and morphed into our own information. Button on front page of our website. 211 is another service that they can use maybe we link to that. Add a link and remind people of 211.

Clean up crew discussion - Steve Buhler asks if we need another crew. Graffiti officer question just have cross trained.

Bangerter Highway Regular Updates – Additional information 15 minute discussion during council meeting should be sufficient.

Citizen contact from City. Trying to inform better and more often etc. Make sure these are consistent and not repetitive and please pass on that they are pleased with that effort as it sits.

National photography day – Wayne informed that we are not where we want to be. Covid has caused a problem.

CEP Discussion complete
Neighborhood Groups OMH - ongoing

Operation my hometown – Good to go

Parking perception Can be removed.

Photo Radar – looked at 7 companies and asked them – they said they don't want to do it. State has something cameras or some other way to collect information. Have someone research that.

Drug house enforcement not quite there yet but getting much better and faster. JRI continues to be an issue in furthering this objective.

Council Member by Council Member Issues

Tom Huynh

1 – New companies here in the valley - where are we strategically. Vacant land map plus an economic development update. We are built out and uniquely situated.

Wayne talks about team, rebuilt and redevelopment. Take comfort in team and design. We are not complacent. We hold our own – look at any benchmark – look at any statistic and we do a better job than anyone. Incentive structure or deal making structure. We won't get every deal in the state for many reasons and that is ok – we have done very well and we continue to do very well and the proof is in the numbers. Sales tax numbers and capital investment numbers are huge. No improvement needed here.

Steve Buhler reminds they have vacant land along I-15 its like comparing us to Park City and asking why we don't have skiing. He wants to know the differences and how are we competing. He wants to understand the future. Steve Buhler makes the point that it is good we don't have that because it is a huge mess. Don Christensen states that 10 years ago when Lehi built a built tech area for one company and that company left and went out of business and people are going into that building. Tom brings up the 201 – we have a lot of office warehouse. He likes what we are doing there on that in the future. He wants the ED strategy. He wants a big picture understanding of what we are doing and what are SWOT are. He is looking for a 20 year outlook.

Karen Lang – keep our eyes on the changes let's make sure that we see what is happening and how things are changing – keep that in mind – good job so far. Redevelopment is the most difficult and we want to just keep our eye on the ball. They love Nate Webster and his efforts and the idea of business retention.

2 – Concerned about kids on bikes and motorcycles and ATV – racing in the streets in Chesterfield. Along with noise issues – that he raised earlier. These boil down to enforcement questions.

Karen Lang

Where are we at on the street sign faded and how are we on replacement and what is our replacement plan.

Police secondary employment issue. The question was how much “do we value” our employees as shown by allowing this to provide the other work.

Vaccination update – Wayne Pyle provided that update on which employees had been vaccinated.

Lars Nordfelt

His is regarding the future and long term goals. He will wait

Steve Buhler

Will add to the later discussion

Don Christensen

1 – How do we determine what our approved staffing is for our Police Department?

We don't have a formula for that so we really look at growth opportunity. We utilize funding and grant funding and we add at that point and try to keep up with our increase in population. Reason for question – he has been home since Wednesday 6th and the news made a statement that Chief of Washington DC 3000 officers – seems huge – small compared to us and so many more officers. How do our officers feel about that staffing ratio?

Jake Fitisemanu

Graffiti, Parking all been covered

- 1- Police and fire workforce stability – how can we keep them and make sure they are happy and stable. Communication item.
- 2- How is our APP working and how can we do better with that app in the future – not strategic just a question and a request for future assistance.

Mayor Bigelow

1 – Veteran's Hall Discussion (see mayor power point)

Funding has decreased due to covid. The presentation shows the rendition for the proposal. The location is at the JRM. Also shows other memorials for comparison.

Mayor seeks Council direction on the memorial and its path forward. Also sought to update them and discuss what things should look like. Steve Buhler would like to have a ribbon cutting on Veteran's day. Wayne states that the goal was to get this done in the year. Mayor will go back to the donors and give them funding. Mayor and I went to the site and discussed ideas on how to accomplish this. Seeking cost estimates currently. The larger park will take more time and funding.

2 – Image or future of city discussion – see slides provided by Mayor.
A vision of our city – 25 years.

He has a concept where he wants to discuss what do we want our city to be 25 years from now. He recognizes we have a general plan.

Mayor sought feedback and suggestion about where they could take this and what they want the city to be. He is thinking general goals that the Council set up to have staff work at over time.

Karen Lang– level of service for each department. Maybe make this a strategic goal across all of the departments.

Don Christensen – likes the long range goal discussion. Won't solve all of the problems in the city all at once but just a little at a time. Take things incrementally based on an overall plan.

Karen Lang – Suggesting what our image or objective should be and then have them go to the department heads. Our residents should be our number one concern.

Don Christensen thinks we should get the plan developed and then give the plan to the public.

Mayor says three phases

- 1- Plan
- 2- Buy in of public
- 3- Follow through

Should we put together a 25 year plan?

Lars Nordfelt wants to know the process – Mayor says if enough interest is to have each council member make proposals about what are the things we should improve as a city. The list would come to the council as a whole. Then they would vote on the list. Then turn it to Wayne for assessment regarding people and price. Then depending on the price tag the plan is modified. Then we go and sell it to the public. Then we seek to raise taxes and fund it.

Karen Lang mentioned a survey potentially – Mayor says that is several steps down the road.

Steve Buhler – discussed the idea that these ideas should come from the departments – he is lost conceptually as to what the idea really is. Mayor understood and sought input from others.

Jake Fitisemanu – wants to know if anyone has ever done this before.

Wayne Pyle answers with the strategic plan process and that yes this has happened in a formal way before. Mayor asks about if there are other things and if they need to continue on.

**THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL
THE STRATEGIC PLANNING MEETING OF FRIDAY, JANUARY 15, 2021
WAS ADJOURNED BY MAYOR BIGELOW.**

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Strategic Planning Meeting of the West Valley City Council held Friday, January 15, 2021.

Nicole Cottle
Assistant City Manager/General Counsel

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 23, 2021

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, FEBRUARY 23, 2021, 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
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitismanu, Councilmember District 4

ABSENT:

Tom Huynh, Councilmember District 1

STAFF PRESENT ELECTRONICALLY:

Wayne Pyle, City Manager
Nichole Camac, City Recorder
Nicole Cottle, City Manager
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Scott Buchanan, Acting Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
John Flores, HR Director
Steve Lehman, CED

INSIDE THE CITY VIDEO SERIES

A video providing information about the Fire Department was displayed.

APPROVAL OF MINUTES OF REGULAR MEETING HELD FEBRUARY 16, 2021

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 23, 2021

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The Council considered the Minutes of the Regular Meeting held February 16, 2021. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held February 16, 2021. Councilmember Lang seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Jim Vesock stated that parking in front of mailboxes can be enforced up until 5 PM during the week. He encouraged the City to hire another Parking Compliance Officer.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, had no comments.

C. CITY COUNCIL COMMENTS

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

CONSIDER APPLICATION S-1-2020, FILED BY KEN OLSON, REQUESTING FINAL PLAT APPROVAL FOR THE WOODHOLLOW ESTATES PUD- PHASE 3, LOCATED AT 7300 WEST 6200 SOUTH

Mayor Bigelow discussed proposed application S-1-2020 filed by Ken Olson, requesting Final Plat Approval for the Woodhollow Estates PUD- Phase 3, located at 7300 West 6200 South

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

The third phase of the Woodhollow Estates PUD subdivision consists of 30 lots on 9.4 acres. This equates to a density of 3.2 units per acre. The overall density for the entire project is approximately 2.95 units per acre. Lots range in size from 7,300 square feet to 11,260 square feet. The average lot size in this phase has been calculated at 8,620 square feet. During the rezone process, the City Council reviewed and approved a development agreement for this subdivision.

Access to the subdivision will be gained from 6200 South and from a stub street to the east. Additional stub streets are planned for this phase as future development will occur to the south and west. A number of lots will be located adjacent to a natural ravine. The developer believes that these lots have the ability to be constructed with walk-out basements making them appealing to residential owners. The ravine will be improved with a walking trail, but will remain natural as it relates

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 23, 2021

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to vegetation and as outlined in the development agreement. Staff and developer are negotiating the improvements for the trail and whether an HOA will be established for the maintenance of the trail, or whether the City would maintain the trail.

Per a recent amendment to the original development agreement, housing standards for all remaining phases of this development will be much improved over the original agreement. Staff believes these modifications along with a future City park and trail system will make for a great community along the west bench of the City.

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 Application S-1-2020.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSIDER APPLICATION SMI-9-2020, FILED BY KEN OLSON, REQUESTING FINAL PLAT APPROVAL FOR THE WOODHOLLOW ESTATES PUD- PHASE 4, LOCATED AT 6310 SOUTH 7020 WEST

Mayor Bigelow discussed proposed application SMI-9-2020 filed by Ken Olson, requesting Final Plat Approval for the Woodhollow Estates PUD- Phase 4, located at 6310 South 7020 West.

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

Ken Olson, is requesting final approval for the Woodhollow Estates PUD Phase 4 Subdivision. This phase of the Woodhollow development was not part of the original project. However, the developer recently petitioned the City to include this property within the overall boundary of the Woodhollow Estates Subdivision. He

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 23, 2021

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also petitioned the City for several enhancements to the original development agreement that would apply not only to this phase of the project, but for the remainder of the Woodhollow Estates PUD Subdivision.

The subdivision will consist of 9 lots on 2.7 acres. This equates to an overall density of 3.3 units per acre. Lots range in size from 7,500 square feet to 16,700 square feet. The average lot size has been calculated at just over 10,000 square feet. All lots meet the area and frontage requirements of the development agreement.

Access to the subdivision will be gained from a stub street in phase 2 of the Woodhollow Estates PUD Subdivision to the west. As part of this subdivision, a new road and cul-de-sac will be constructed. The cul-de-sac will be constructed to provide a turnaround for residents and emergency vehicles. It will also provide access to the southern properties for when they develop.

The developer is proposing to install a decorative masonry wall along the east side of the development being adjacent to U-111. All other fencing requirements will be per the development agreement. More specifically, the sides of the development adjacent to the communication tower and commercial property will be fenced with black vinyl coated chain link.

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 Application SMI-9-2020.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

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

Unanimous.

MOTION TO ADJOURN

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

MINUTES OF COUNCIL REGULAR MEETING FEBRUARY 23, 2021

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THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, FEBRUARY 23, 2021 WAS ADJOURNED AT 6:41 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, February 23, 2021.

Nichole Camac, CMC
City Recorder

DRAFT

Item#: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____
Budget Opening Required: _____
Neighborhood: NA

ISSUE: SA-1-2021 – Decker Station Subdivision

SYNOPSIS:

Applicant: Rockworth Companies LLC
Proposal: Final Plat Approval
Location: 3100 South Decker Lake Drive
Zoning: RM
Lots: 1

BACKGROUND

Rockworth Companies LLC, is requesting final plat approval for the Decker Station Subdivision. The subdivision will amend all of lots 2E and 2F and a portion of lot 2G, E-Center Retail Subdivision Lot 2 Second Amended. The purpose for the subdivision is to consolidate existing lots, vacate the public utility easement and dedicate right-of-way necessary for a new residential housing project

The E-Center Retail Subdivision, Lot 2 second amended was recorded with the Salt Lake County Recorder’s Office in July 2015. That subdivision plat consisted of 3 lots on 5 acres. This application will consolidate lots 2E and 2F and a portion of 2G into 1 lot approximately 2.8 acres in size. The recorded public utility easement running parallel to the property line separating lots 2E and 2F will be vacated. The last component of this application will be right-of-way dedication along Decker Lake Drive and 3100 South.

Access to the subdivision will be gained from both Decker Lake Drive and 3100 South. There are other easements within the boundary of the subdivision that will remain but will not affect the apartment project. All other aspects of development were addressed as part of the conditional use application reviewed and approved by the Planning Commission.

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE APPROVING THE AMENDMENT OF LOTS 2E,
2F AND A PORTION OF LOT 2G E-CENTER RETAIL
SUBDIVISION LOT 2 SECOND AMENDED.**

WHEREAS, the City is in receipt of petition SA-1-2021, proposing an amendment to lots 2E, 2F and a portion of lot 2G E-Center Retail Subdivision Lot 2 Second Amended located at approximately 3100 South Decker Lake Drive; and

WHEREAS, the purpose for the application is to consolidate lots, vacate the existing public utility easement located along the common property line of lots 2E and 2F and dedicate right-of-way along 3100 South and Decker Lake Drive; and

WHEREAS, proper notice was given, and a public hearing was held pursuant to Section 10-9a-207, Utah Code Annotated; and

WHEREAS, the City Council finds that after the public hearing, that there is good cause for the plat amendment and that neither the public nor any person will be materially injured by the proposed plat amendment and that the approval is in the best interest of the health, safety and welfare of the citizens of West Valley City; and

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

Section 1. The amendment to lot 2E, 2F and a portion of lot 2G E-Center Retail Subdivision Lot 2 Second Amended and as shown in Petition SA-1-2021 is hereby approved.

Section 2. This Ordinance shall have no force or effect on any rights-of-way or easements of any lot owner, and the franchise rights of any public utilities shall not be impaired thereby, nor shall it have any force or effect on any holders of existing franchises, water drainage pipelines, or other such uses as they may presently exist under, over or upon said property or as are or may be shown on the official plats and records of Salt Lake County.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder's Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this _____ day of _____
2021.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

SA-1-2021
Decker Station Subdivision
3100 South Decker Lake Drive
RM Zone
1 Lot

BACKGROUND

David Draper, representing Rockworth Companies LLC, is requesting preliminary approval for the Decker Station Subdivision. The subdivision will amend all of lots 2E and 2F and a portion of lot 2G, E-Center Retail Subdivision Lot 2 Second Amended. The purpose for the subdivision is to consolidate existing lots, vacate the public utility easement and to dedicate right-of-way.

ISSUES:

The E-Center Retail Subdivision, Lot 2 second amended was recorded with the Salt Lake County Recorder's Office in July 2015. That subdivision plat consisted of 3 lots on 5 acres. The proposed subdivision before the Planning Commission today will amend the aforementioned subdivision by consolidating lots 2E and 2F and a portion of 2G into 1 lot approximately 2.8 acres in size. A new development known as Decker Lake Station Apartments will be constructed on the new lot. The recorded public utility easement running parallel to the property line separating lots 2E and 2F will be vacated.

A few weeks ago, the Planning Commission reviewed and approved a conditional use for the Decker Lake Station Apartments. During the review for the apartment project it was determined that a number of issues needed to be resolved prior to the approval of that development. They are as follows:

1. Consolidation of lots into 1 developable lot.
2. Vacation of the public utility easement.
3. Right-of-Way dedication along 3100 South and Decker Lake Drive.

Access to the subdivision will be gained from both Decker Lake Drive and 3100 South. There are other easements within the boundary of the subdivision that will remain but will not affect the apartment project. All other aspects of development were addressed as part of the conditional use application.

STAFF ALTERNATIVES:

1. Approve the Decker Station Subdivision subject to a resolution of the staff items noted in the analysis.
2. Continue the application for reasons determined in the Planning Commission meeting.

Discussion: Steve Lehman presented this application. In review of the apartment application, a public utility easement that runs east to west through the subject property was identified. He stated to abandon this easement; a formal vacation needs to be approved by the City Council. Steve told the Commission that there will need to be an amendment to the E-Center Retail Subdivision. Steve explained with the approval of this application by the Commission, the request to vacate the public utility easement can be presented to the City Council. He reminded the commission that this application will do three things: Vacate the public utility easement, dedicate right-of-way along Decker Lake Drive and 3100 South and consolidate the two lots into 1.

Motion: Commissioner Winters motioned to approve SA-1-2021

Commissioner McEwen seconded the motion.

Vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Chair Meaders	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	Yes
Commissioner Wood	Yes
Commissioner Winters	Yes

Unanimous – SA-1-2021 – Approved

SA-1-2021

Petition by DAVID DRAPER, representing the property owner, is requesting preliminary approval for the Decker Station Subdivision. The subdivision will amend all of lots 2E and 2F and a portion of lot 2G, E-Center Retail Subdivision Lot 2 Second Amended. The subdivision will consist of 1 lot, is zoned RM (Multiple Unit Dwelling Residential) and is located at 3100 South Decker Lake Drive. (Staff – Steve Lehman at 801-963-3311)



SA-1-2021

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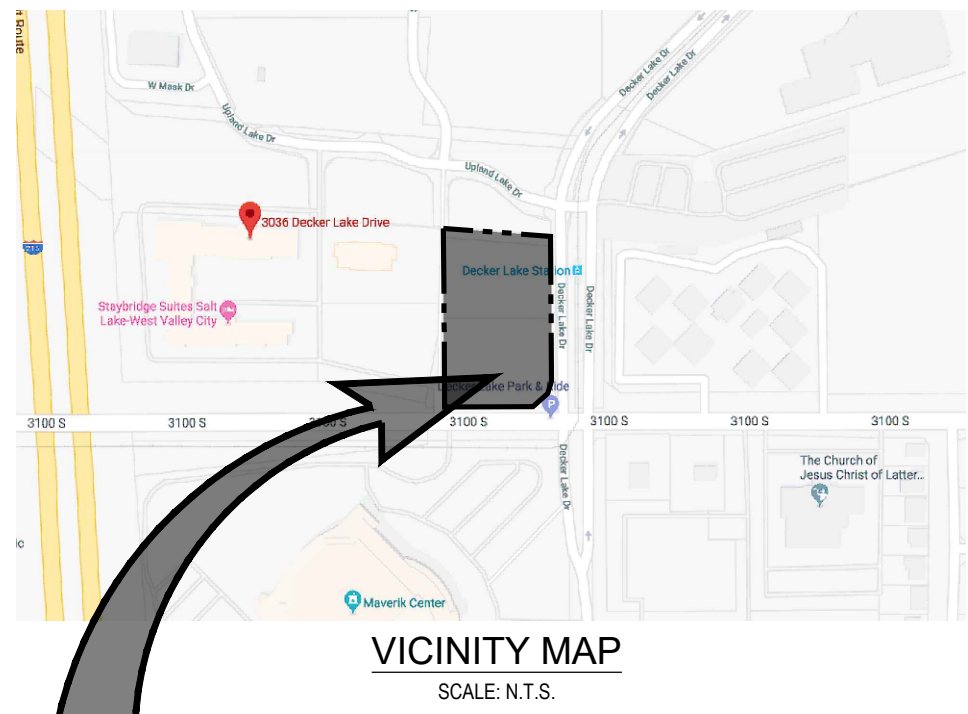
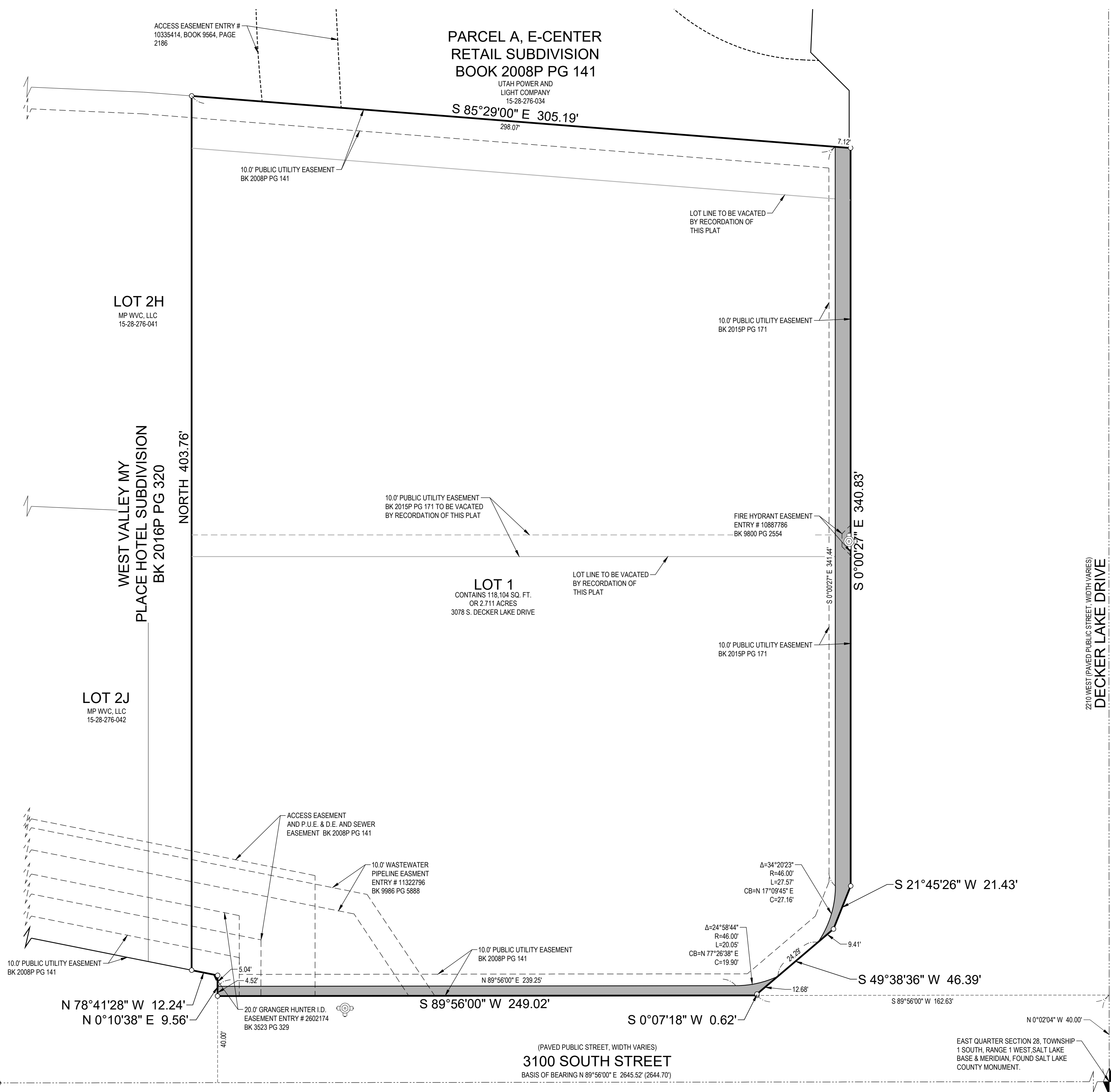
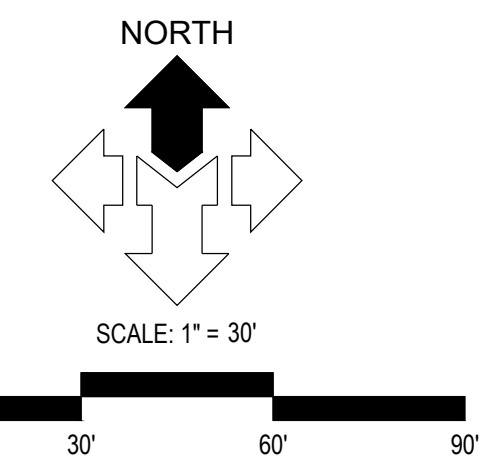




DECKER STATION SUBDIVISION

AMENDING ALL OF LOTS 2E & 2F AND A PORTION OF LOT 2G, E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED

NORTHEAST 1/4 OF SECTION 28,
TOWNSHIP 1 SOUTH, RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN,
WEST VALLEY CITY, UTAH



- SITE**
- LEGEND**
- SUBDIVISION BOUNDARY
 - - - SECTION LINE
 - - - MONUMENT LINE/CENTER LINE OF ROAD
 - - - EASEMENT LINE
 - SUBDIVISION BOUNDARY CORNER, COPPER PLUG OR 5/8" X 24" REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"
 - () DENOTES RECORD INFORMATION
 - AREA DEDICATED TO WEST VALLEY CITY FOR PUBLIC RIGHT OF WAY (3,676 SQ. FT.), EFFECTUATED BY THIS PLAT

SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6861599 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYOR'S ACT, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENT AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS

DECKER STATION SUBDIVISION

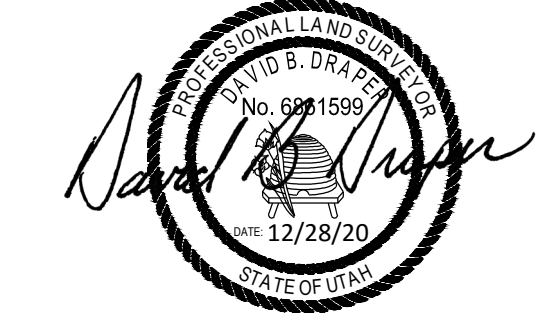
AMENDING ALL OF LOTS 2E & 2F AND A PORTION OF LOT 2G, E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

SUBDIVISION DESCRIPTION

ALL OF LOTS 2E & 2F AND A PORTION OF LOT 2G, E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED SUBDIVISION AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2015P AT PAGE 171, SAID COMBINED PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2F, SAID POINT BEING NORTH 0°02'04" WEST ALONG THE SECTION LINE 40.00 FEET AND SOUTH 89°56'00" WEST 162.63' FROM THE EAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT THE FOLLOWING THREE COURSES: 1) SOUTH 89°56'00" WEST 249.02 FEET, 2) NORTH 0°10'38" EAST 9.56 FEET, 3) NORTH 78°41'28" WEST 12.24 FEET TO A SOUTHWESTERLY CORNER OF SAID LOT 2F, THENCE NORTH ALONG THE WEST LINE EXTENDED OF SAID LOT 2E & 2F A DISTANCE OF 403.76 FEET TO THE NORTHERLY LINE OF SAID LOT 2G, THENCE SOUTH 85°29'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 305.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 2G, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOTS THE FOLLOWING FOUR COURSES: 1) SOUTH 00°00'27" EAST 340.83 FEET, 2) SOUTH 21°45'26" WEST 21.43 FEET, 3) SOUTH 49°38'36" WEST 46.39 FEET, 4) SOUTH 0°07'18" WEST 0.62 FEET TO THE POINT OF BEGINNING

CONTAINS 121,780 SQ. FT. OR 2.796 ACRES (1 LOT)



DRAFT

DAVID B. DRAPER,
LICENSE NO. 6861599

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOWN ALL MEN BY THESE PRESENT THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH THE BE HEREAFTER KNOWN AS:

DECKER STATION SUBDIVISION

AMENDING ALL OF LOTS 2E & 2F AND A PORTION OF LOT 2G, E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED

AND DO HEREBY CONVEY ANY EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF I (WE) HAVE HEREUNTO SET OUR HAND(S) THIS _____ DAY OF _____ A.D., 20____

BY: _____
(PRINT NAME)

(TITLE)

NOTES

- SUBJECT TO DECLARATION OF NONEXCLUSIVE EASEMENTS (UTILITY FACILITIES), DATED SEPTEMBER 9, 2015 AND RECORDED SEPTEMBER 11, 2015 AS ENTRY NO. 12130830 IN BOOK 10360 AT PAGE 9225. SURVEY FINDINGS: NOTHING TO PLOT, PROVIDED DOCUMENT DOES NOT DESCRIBE SPECIFIC EASEMENT LOCATION OR LIMITS ONLY GENERAL LOCATIONS BASED ON ATTACHED SITE PLAN
- SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT FOR E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED, BOOK 2015P AT PAGE 171.
- SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT FOR E-CENTER RETAIL SUBDIVISION, LOT 2 SECOND AMENDED, BOOK 2008P AT PAGE 141.

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE/HEY IS/ARE A MEMBER OF _____, AND BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____ COMMISSION NO. _____
MY COMMISSION EXPIRES: _____
RESIDING IN: _____

DEVELOPER & OWNER

OWNER: ROCKWORTH COMPANIES
DEVELOPER CONTACT: TOM HENROID
9980 S 300 W SUITE 310
SANDY, UTAH 84070
TOM@ROCKWORTHCO.COM
801-617-0584

SHEET

1 OF 1

RECORD OF SURVEY

ROS NO. S2019-09-0618

SALT LAKE COUNTY HEALTH DEPT.

APPROVED THIS _____ DAY OF _____ A.D., 20____

GRANGER HUNTER IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ A.D., 20____

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D., 20____ BY THE WEST VALLEY PLANNING COMMISSION.

CHAIRMAN, WEST VALLEY PLANNING COMM.

CITY ATTORNEY

APPROVED AS TO FORM THIS DAY OF _____ A.D., 20____ AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED

WEST VALLEY CITY ATTORNEY

WEST VALLEY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.

DATE: _____ WEST VALLEY ENGINEER _____

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS _____ DAY OF _____ A.D., 20____

WEST VALLEY MAYOR _____ WEST VALLEY RECORDER _____

PREPARED BY:

McNEIL ENGINEERINGTM
Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcnilengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

SALT LAKE COUNTY RECORDER

RECORD NO. _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE \$ _____ SALT LAKE COUNTY RECORDER _____

21-34: Approve a Professional Services Agreement with...

ITEM #

FISCAL IMPACT: \$123,245.93

FUNDING SOURCE: Parks Maint. Budget

ACCOUNT NUMBER: 10-7602-40310

10-4151-40750-42001-0000

DEPARTMENT: Parks and Recreation

ISSUE:

Subcontracting of landscape maintenance for various hand mowing areas.

SYNOPSIS:

The current landscape maintenance contract has expired. A request for quotation was placed and ten bids were received. The lowest qualified bid was \$123,245.93. The funding will come from the Park Maintenance budget and from a previously eliminated full-time position and two seasonal positions, which began happening in 2004. Of this, \$57,351.51 was previously approved from the CARES Act funding for completion of existing projects and maintenance.

BACKGROUND:

The Park Maintenance Division subcontracted landscape maintenance for numerous city-owned properties. Over the years many benefits were realized such as city staff having enough time to properly maintain maintenance equipment as well as other projects that were able to be completed such as better weed control in parking lots, sidewalks, and turf. Also, staff were able to better keep up with safety issues such as the impact material in the playground areas.

The Park Maintenance Division would again like to subcontract some landscape maintenance in order to be able to continue realizing the above listed and other benefits.

Bids were received from ten companies:

Terra Works Landscaping	\$408,969.00
Worx	\$362,356.40
Smart Yard LLC	\$260,340.93
Lawn Butler	\$256,862.44
ACER Landscape Mgt	\$229,436.07
MDM Holdings	\$177,011.50
Brightview	\$162,201.92
Huskie's Landscaping	\$155,707.89
Command 7	\$129,409.89
A to Z Landscaping	\$123,245.93

Bids were evaluated by three Park Maintenance personnel and averaged, which determined that A to Z Landscaping was the lowest responsible bidder.

RECOMMENDATION:

Approve the resolution authorizing the subcontracting of landscape maintenance by A to Z on various properties owned by West Valley City.

SUBMITTED BY:

Jason Ereksen – Assistant Director, Parks and Recreation

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH A TO Z LANDSCAPING, INC. FOR MAINTENANCE WORK ON CITY PROPERTIES.

WHEREAS, the City desires to retain a contractor to provide certain maintenance services at City properties; and

WHEREAS, the City solicited bids from responsible bidders to provide said services; and

WHEREAS, A to Z Landscaping, Inc. (“Contractor”) submitted the lowest responsive and responsible bid; and

WHEREAS, an agreement has been prepared by and between the City and Contractor, a copy of which is attached hereto (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, 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 _____, 2021.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Professional Services Agreement

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between West Valley City, a Utah municipal corporation, 3600 Constitution Boulevard (hereinafter the “City”), and A to Z Landscaping, Inc., a Utah corporation (hereinafter “Contractor”).

RECITALS :

WHEREAS, West Valley City has a need for landscaping and maintenance services at several properties owned by the City (hereinafter the “Project”); and

WHEREAS, the City desires to contract with a qualified contractor to complete the Project; and

WHEREAS, Contractor is a qualified contractor that is able and willing to provide these services; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

AGREEMENT :

1. **Contractor’s Obligations.**

- a. **The Project:** Contractor agrees to complete the work for this Project as set forth in the scope of work attached hereto as Exhibit A. Contractor will perform the aforementioned services in a professional manner using the degree of care and skill that is normally employed by contractors on similar projects of equal complexity, practicing in the same locality. Contractor shall provide all materials, labor, and other requirements to complete the Project.
- b. **Compensation:** The total compensation for the Project shall not exceed the amounts set forth in Exhibit A for each property to be maintained.
- c. **Warranty and Performance Bond:** Contractor shall warrant that all materials and workmanship are free of construction defects for a period of one year following the completion of the Project and shall remedy any such defects during the one-year warranty period at no cost to the City. Contractor shall post a performance bond guaranteeing performance of the Project in a form acceptable to the City, which shall be released upon the City’s inspection and acceptance of the completed work.

2. **City's Obligations.**

- a. In consideration for the Project services performed by Contractor as set forth in Exhibit A, the City agrees to pay Contractor in accordance with Section 1(b) of this Agreement. Funds shall be paid to Contractor within thirty (30) days from receipt of invoice for work performed. However, no funds shall be paid to Contractor until the City has inspected and accepted the completed work.
- b. This Agreement is not an exclusive agreement and shall not guarantee any amount of work to Contractor.
- c. The City will provide Contractor with all the information in the City's possession that may be necessary to complete the Project.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of not more than one year. Contractor's warranty, performance bond, and indemnification obligations shall survive the termination of this Agreement. This agreement may be extended for up to four additional one year terms at the City's sole discretion. In order to extend the Agreement, the City shall provide notice to the Contractor as set forth in Section 16 below prior to the expiration of the then-current term.

4. **Termination.**

- a. In the event Contractor fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the City may serve written notice thereof upon Contractor, and if Contractor fails within a period of three (3) days thereafter to correct failure, the City may terminate this Agreement upon written notice to Contractor. Upon such termination, Contractor shall immediately cease its performance of this Agreement and the City shall determine and pay to Contractor the amount due for such satisfactory work up to the effective date of termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach by Contractor.
- b. The City also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Contractor. Upon receipt of such notice, Contractor shall immediately cease work. Payment to Contractor shall be made for work performed prior to receipt by Contractor of such termination notice, together with Contractor's cost for closing down its work, and Contractor shall have no claim for loss of anticipated profits or any additional compensation.

- b. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Contractor, Contractor may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, Contractor may terminate this Agreement upon written notice to the City. Contractor accepts no liability for damages or delays that result from its suspension of work due to a City failure to comply with the terms of this Agreement.

- 5. **City Representative.** The City hereby appoints Jason Erikson, Parks and Recreation Deputy Director, or his designee, as the City’s representative to assist in the administrative management of this Agreement.

- 6. **Independent Contractor.** It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

- 7. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

- 8. **Indemnification and Insurance.** Contractor agrees to indemnify, and hold the City harmless from and against any lawsuits, damages, and expenses, including reasonable court costs and attorney’s fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from Contractor’s performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or claims, intellectual or otherwise, are attributable to the negligence of Contractor and/or Contractor’s contractors, servants, agents, employees, and/or assigns. 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.

Contractor will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker’s Compensation	
	State	Statutory
	Employer’s Liability	\$100,000
2)	Comprehensive General Liability	
	Bodily Injury and Property Damage	\$2,000,000
	Aggregate	\$3,000,000

3) Automobile Liability
Combined Single Limit \$2,000,000

4) Professional Liability \$2,000,000

9. **Subcontract Assignment.** This Agreement does not create any right or benefit to anyone other than City and Contractor, and neither party shall assign any rights or interest herein without prior written consent of the other party.
10. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
11. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
12. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.
13. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
14. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
15. **Venue.** Any causes of action arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
16. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Contractor: _____

If to the City: West Valley City
Attn: Wayne Pyle
3600 Constitution Blvd.

West Valley City, Utah 84119

With a copy to: West Valley City Attorney's Office
Attn: Brandon Hill
3600 Constitution Blvd.
West Valley City, Utah 84119

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

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

(Signatures follow on the next page.)

EXHIBIT A

SCOPE OF WORK

Contractor shall perform the Project as follows:

- 1) Schedule 1 attached hereto sets forth the location and size of certain properties owned by the City and the compensation to be paid for work on those properties. The City shall notify the Contractor which properties are to be maintained and shall compensate Contractor in the amount set forth in Schedule 1. The annual compensation for each property shall not exceed the amount listed under "Property Total" in Schedule 1, even if there are more than 26 weekly services required. Contractor shall not perform work without prior authorization from the City.
- 2) Schedule 2 attached hereto sets forth the work to be performed for a property selected by the City. Contractor shall perform the work as set forth in Schedule 2. Contractor shall also perform the work in accordance with any and all terms included in the Request for Proposals.
- 3) Work not identified in Schedule 2 shall be compensated at the following rates:

Hourly rate for labor not included in contract: \$45 per manhour.

Cost per yard of installed landscape mulch: \$55 per yard.

Cost for turf aeration: \$5 per 1,000 square feet.

SCHEDULE 1

LIST OF PROPERTIES

1. Maverik Center and Parking Lot D - 3200 South Decker Lake Drive – 8 Acres
2. Harman Hall – 3333 South Decker Lake Drive – 2 Acres
3. City Hall – 3600 South Constitution Blvd (2700 West) – 8.44 Acres
4. Harman Home Senior Recreation Center – 4090 South 3600 West – 1.84 Acres
5. Scottsdale Park – 3100 South Bangerter Highway – Both Sides of Skywalk – 2.46 Acres
6. Welcome to West Valley Sign 3900 South 1100 West – 0.5 Acre
7. 6200 South Streetscape from 5885 West to 6400 West
Six areas total – on the entrances to Wakefield Way, Laurel Canyon Dr, and High Bluff Dr. Property in front of the school and church are not included in contract. - 1.25 Acres
8. 2300 South Bangerter Highway City Entrance Sign – 3 Acres
9. 3500 South 2200 West Streetscape – 0.5 Acre
10. City Center Court (across Decker Lake Dr. From Hale Centre Theatre) – 0.5 Acre
11. Promenade Park – 2905 W. Lehman Avenue – 4.08 Acres
12. 3300 South 1220 West to 1340 West Streetscape - 0.4 Acre
13. Centennial Park – 5405 West 3100 South – 77.6 Acres
14. City Park – 4500 West 3500 South – 25.17 Acres
15. Country Meadows Park – 4175 West 3980 South – 1.72 Acres
16. Fassio Farms Park – 3720 South 5200 West – 2.72 Acres
17. Hunter Ridge Park – 4383 South 5710 West – 1.11 Acres
18. Ironwood Park – 4565 South Early Duke St. (5080 West) – 0.91 Acre
19. Kingspointe Park – 1330 West Rothchild Dr. (3665 South) – 4.5 Acres
20. Maple Meadows Park – 2520 West 3380 South – 1.4 Acres

21. Parkway Park – 3405 West Parkway Blvd (2700 South) – 7 Acres
22. Peachwood Park – 3510 West 3965 South – 2.2 Acres
23. West View Park – 6036 West 4100 South – 5 Acres
24. Woodledge Park – 5210 West 4310 South – 6.6 Acres
25. Bridle Farms Park – 6690 West Bridle Farms Rd. (3940 South) – 1.13 Acres
26. I-215 @ 3500 S Interchange - NE Quadrant – 25 Acres
27. West Valley City Maintenance Shops Complex – 2855 S 3600 W – 0.5 Acre
28. Utah Cultural Celebration Center – 1355 West 3100 South – 20.8 Acres
29. Hunter Village Park – 6985 West Hunter Valley Dr. (3215 S) and Trailways – See Map – 17.23 Acres
30. Sugarplum Park 3755 West 2900 South and Trailways – See Map – 15.3 Acres
31. Meadowlands Park – 3350 So 5800 West – 2.29 Acres
32. Trailblazer Park – 3164 South Trailblazer Cove (6675 West) – 1.49 Acres
33. Wheatland Park – 4266 South 3680 West – 1 Acre
34. Fox Tail Park – 6880 West Labrador Circle (3045 South) – 1.69 Acres
35. Terrace Ridge Park – 6260 West Terrace Ridge Dr. (4365 South) – 2.65 Acres
36. Falcon Crest Park – 4055 South 7060 West – 1.5 Acres
37. Glenn Weaver Memorial Park at the Vistas – 6385 W Cape Ridge Ln (4580 S) – 3.02 Acres
38. North Hunter Village Frontage - 6730 West Parkway Blvd (2700 S) - .25 Acre
39. 5600 W Streetscape – west side of 5600 W between approx. 4900 South to approx. 5240 South. – 1 Acre
40. Islands in and tree wells along both sides of, West Ridge Blvd, west of 5600 W. – Approx. 0.25 Acre
41. Landscaping on both sides of Mountain Men Drive between 5600 W and Silver Hills Elem. – Approx. 0.2 Acre

42. Tree wells on the east side of 5700 W between Mountain Men Dr and West ridge Blvd. – Approx. 0.1 Acre
43. Metro Business Park, 2200 South 1440 West (See Map) – Approximately 1.4 acres
44. Hillsdale Park – 3275 S 3200 W – 7.59 acres
45. Jordan River Trailhead Park – 1021 W 2320 S – 6.64 acres (3.7 Improved and 2.94 Unimproved)

(Compensation follows)

Property	Weekly Tasks		Monthly Tasks		60 Day Tasks		Annual Tasks		Property Total
	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	
1	352.25	9,158.58	88	528	1,003.20	4,012.80	1,408.00	2,816.00	16,515.38
2	88	2,288.00	22	132	250.8	1,003.20	352	704	4,127.20
3	88	2,288.00	22	132	250.8	1,003.20	352	704	4,127.20
4	80.94	2,104.39	20.16	120.98	230.73	922.9	323.4	646.8	3,795.07
5	110	2,860.00	27.5	165	313.5	1,254.00	440	880	5,159.00
6	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
7	110	2,860.00	27.5	165	156.75	627	440	880	4,532.00
8	132	3,432.00	33	198	376.2	1,504.80	528	1,056.00	6,190.80
9	44	1,144.00	33	198	62.7	250.8	176	352	1,944.80
10	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
11	179.3	4,661.80	11	66	511.5	2,046.00	717.2	1,434.40	8,208.20
12	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
13	3,414.40	88,774.00	853.6	5,121.60	9,730.88	38,923.50	13,657.60	27,315.20	160,134.70
14	1,106.60	28,771.60	276.65	1,659.90	3,156.18	12,624.70	4,426.40	8,852.80	51,909.00
15	77	2,002.00	19.25	115.5	215.6	862.4	308	616	3,595.90
16	119.9	3,117.40	29.89	179.32	341	1,364.00	479.6	959.2	5,619.92
17	49.5	1,287.00	12.46	74.78	139.15	556.6	198	396	2,314.38
18	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
19	198	5,148.00	49.5	297	564.3	2,257.20	792	1,584.00	9,286.20
20	61.6	1,601.60	15.4	92.4	175.45	701.8	246.4	492.8	2,888.60
21	308	8,008.00	77	462	877.8	3,511.20	1,232.00	2,464.00	14,445.20
22	96.46	2,508	24.2	145.2	275.83	1,103.30	386.1	772.2	4,528.63
23	220	5,720.00	55	330	627	2,508.00	880	1,760.00	10,318.00
24	290.4	7,550.40	72.6	435.6	827.75	3,311.00	1,161.60	2,323.20	13,620.20
25	50.6	1,315.60	12.65	75.9	141.63	566.5	202.4	404.8	2,362.80
26	1,100.00	28,600.00	275	1,650.00	3,135.00	12,540.00	3,300.00	6,600.00	49,390.00
27	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
28	915.2	23,795.20	228.8	1,372.80	2,608.38	10,433.50	3,660.80	7,321.60	42,923.10
29	775.71	20,168.43	193.79	1,162.72	2,210.73	8,842.90	3,102.55	6,205.10	36,379.16
30	673.2	17,503.20	168.3	1,009.80	1,918.68	7,674.70	2,692.80	5,385.60	31,573.30
31	100.78	2,620.33	25.11	150.68	287.1	1,148.40	201.85	403.7	4,323.11
32	66	1,716.00	16.5	99	186.73	746.9	132	264	2,825.90
33	44	1,144.00	11	66	62.7	250.8	88	176	1,636.80
34	74.34	1,932.79	18.7	112.2	267.58	1,070.30	148.5	297	3,412.29
35	116.6	3,031.60	29.15	174.9	405.63	1,622.50	233.2	466.4	5,295.40
36	66	1,716.00	16.5	99	237.6	950.4	132	264	3,029.40
37	132.85	3,454.02	33.19	199.12	478.5	1,914.00	266.2	532.4	6,099.54
38	44	1,144.00	11	66	62.7	250.8	88	176	1,636.80
39	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
40	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
41	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
42	0	0	11	66	0	0	176	352	418
43	44	1,144.00	11	66	62.7	250.8	176	352	1,812.80
44	352.25	9,158.58	88	528	1,003.20	4,012.80	1,408.00	2,816.00	16,515.38
45	308	8,008.00	77	462	877.8	3,511.20	1,232.00	2,464.00	14,445.20

SCHEDULE 2

WORK TO BE PERFORMED

I. Estimated Schedule

Maintenance of properties listed in exhibit A will begin upon the signing of the Agreement and is expected to last a minimum of 26 weeks. Before work begins, a site tour will be conducted between the City Representative and a representative from the contractor to discuss particular areas of concern and expectations. The first tasks expected to be completed will be the spring clean up, planter beds prepped and weeded, and planter bed pre-emergent control.

Weekly tasks are expected to begin in April and end in early November with the tasks being performed when the grass needs to be cut. In the spring and fall months a weekly mowing is not usually needed, typically twice in April, three times in May and then weekly until late October. Monthly tasks will also begin in April with the Round-up being done six times as needed when weeds are actively growing.

Sixty-day tasks will also begin in April and end in October. A minimum of two weed control applications will be put down as needed, typically in May and September. Fall annual clean-up will be done after most of the leaves have fallen and summer annuals are fading because of cold weather. Contact city representative before performing fall clean-up. For any questions, please contact Kent M. Jensen, Park Superintendent, at 801-955-3715.

II. Service Task List

A. Weekly Tasks

1. Trash pick-up and removal on entire property. (PRIOR TO ANY MOWING)
2. Mowing of turf areas.
3. String trimming
4. Hard scape edging
5. Hard scape debris blowing
6. Planter bed manual weed control

B. Monthly Tasks

1. Round-up Hard scape areas and tree rings to eliminate weeds
2. Job site inspection with city representative

C. 60 Day Tasks

1. Spade edge planters (where applicable)
2. Cultivate planter beds
3. Trimming of hedges and shrubs
4. Turf fertilization (April, June, August, October)

D. Annual Tasks

1. Two turf weed control applications

2. Planter bed pre-emergent weed control
3. Spring clean-up, planter beds prepped and weeded
4. Fall clean-up, and perennials cut back in flower and shrub beds

III. Lawn and Grounds Service Specifications

A. Mowing

1. All turf areas to be mowed on a weekly basis at 2" to 3" during the growing season, as directed by city representative.
2. Some properties will require clippings to be caught and removed
3. Take care to not blow grass clippings into flower and shrub beds

B. String Trimming

1. All turf areas will be string trimmed weekly by mechanical means in those areas inaccessible to mowers so as to present a well-groomed appearance.
2. Areas trimmed should be done at the same height as the mowed grass and not have a scalloped appearance.

C. Edging. Will be performed weekly along all concrete walks, and curbs. The Contractor will be responsible for any damage to passing motorists or pedestrians.

D. Blowing. Will be performed following all other weekly duties. All walks and curb/gutter areas will be cleared of grass clippings and other debris by blowing back onto the grass areas and not into roadways or parking lots.

E. Manual weed control. Can be accomplished with hand tools or by hand pulling. If drip tubing is present and is damaged, it is the contractor's responsibility to fix or a \$25.00 fine will be assessed.

F. General clean up

1. At the time of mowing, all turf, shrub, rock and garden areas shall be policed for the removal of loose trash and debris, and weeds over 2" in height
2. Grass clippings will be swept or blown from walks, curbs and parking lots onto lawn areas only. Grass clippings will not be blown into roadways.
3. Bedding materials such as bark, rock or mulch will be maintained in proper areas. Replacement of mulch areas is not included in scope of services.
4. Parking lot edges and corners to be cleaned as needed.

IV. Fertilization

A. To provide for the fertilization of all turf grass areas.

1. Four applications of fertilizer at 1.5 lb. N/1000 square foot per application. Schedule for said fertilizations to be early April, mid June, mid August, and mid October. City Representative should be contacted before fertilization starts and upon completion. Some properties may

- require an additional fertilization, please list cost of each fertilization for each property on the bid sheet.
2. All spills of fertilizer must be immediately cleaned up and reported to West Valley City Park Maintenance.
 3. Contact City Representative before beginning fertilizer application. Records of fertilization must be kept, maintained, and a copy supplied to West Valley City Park Maintenance within 72 hours of completion of each fertilizer application.

V. Annual Tasks

A. Spring Clean-up

1. Initial weed removal
2. Pre-emergent application
3. Round-up spray
 - A. Tree rings
 - B. Hard scape edges

B. Fall Clean-up

1. All landscape areas will have leaves removed once in the fall after all leaves have fallen. Perennial plants in beds shall be cut down to 4-6" in height.
2. Contact city representative before beginning fall clean up.

VI. Chemical Weed Control Plan

- A. The Maintenance Contractor shall provide chemicals to be applied for the control of weeds common to turf. The program shall provide preventative control where required. Contractor is responsible for any damage caused to neighboring landscapes due to over spray or drift.
- B. The Maintenance Contractor shall be selective in the chemical controls used so as to insure against an improper application which may cause damage to turf, trees or shrubs.
- C. The Maintenance Contractor shall provide for the safety of the user, public, residents, and their properties. Contractor will also ensure that no chemical enter the storm drain system. All spills must be reported the City and cleaned up according to city policies.
- D. The Maintenance Contractor shall meet all Utah State, City and Environmental Protection Agency (EPA) licensing requirements. Please provide pesticide applicator license number.
- E. Paved areas (Parking lots edges and cracks, sidewalk joints) and tree rings, will be sprayed, where needed, once a month. Appropriate chemicals such as Round Up or similar products should be used for these applications. Under no

circumstances shall a sterilant or any derivative of a sterilant be used on a West Valley City property.

F. The contractor will notify the City Representative prior to starting a weed control application.

G. Chemical application records must kept, maintained and a copy supplied to West Valley City Parks Maintenance within 72 hours of completion of each chemical application.

VII. Tree Care

- A. Tree pruning and chemical service for trees is not included in the scope of services.
- B. Tree rings shall be kept free of weeds. When tree rings are cut back, the cut soil shall not be place against the trunk of the tree. The Maintenance Contractor shall be aware that West Valley City places a high value on the trees located on its properties. The Maintenance Contractor shall be assessed a fine of \$75.00 for damages to trees due to mowers and/or string trimmers per occurrence. Depending on the degree of severity, as determined by the City Forester, a single or consecutive occurrence of damage to the same tree, may result in the Maintenance Contractor replacing the damaged tree with one of the same species and equivalent girth.

VIII. Irrigation System Maintenance and Operation

- A. The Maintenance Contractor shall check the irrigation system operation at the completion of mowing to ensure there are no broken heads caused by the mowing operation.
- B. The Maintenance Contractor shall be responsible for all irrigation system damage caused by his/her crews or equipment. Any such damage shall be immediately repaired so as to mitigate any additional damage to the landscape due to a faulty irrigation system. If any repairs need to be made that were not caused by the Maintenance Contractor, then the problem should be reported to the City Representative as soon as they are discovered.

IX. Snow Removal is not included in this Agreement.

X. Other Services

- A. Any work not covered in this scope of services will be done at the man hour rate in the contractor's bid plus materials.
- B. At the client's request, annual flowers will be installed in late May in specified planting areas at the additional cost of _____ per flat as supplied in the contractors bid. Additional maintenance of flowers is not included in the scope of this contract.

Property	Weekly Tasks		Monthly Tasks		60 Day Tasks		Annual Tasl
	Ea	Annual \$	Ea	Annual \$	Ea	Annual \$	Ea
1	352.25	9,158.58	88	528	1,003.20	4,012.80	1,408.00
2	88	2,288.00	22	132	250.8	1,003.20	352
3	88	2,288.00	22	132	250.8	1,003.20	352
4	80.94	2,104.39	20.16	120.98	230.73	922.9	323.4
5	110	2,860.00	27.5	165	313.5	1,254.00	440
6	44	1,144.00	11	66	62.7	250.8	176
7	110	2,860.00	27.5	165	156.75	627	440
8	132	3,432.00	33	198	376.2	1,504.80	528
9	44	1,144.00	33	198	62.7	250.8	176
10	44	1,144.00	11	66	62.7	250.8	176
11	179.3	4,661.80	11	66	511.5	2,046.00	717.2
12	44	1,144.00	11	66	62.7	250.8	176
13	3,414.40	88,774.00	853.6	5,121.60	9,730.88	38,923.50	13,657.60
14	1,106.60	28,771.60	276.65	1,659.90	3,156.18	12,624.70	4,426.40
15	77	2,002.00	19.25	115.5	215.6	862.4	308
16	119.9	3,117.40	29.89	179.32	341	1,364.00	479.6
17	49.5	1,287.00	12.46	74.78	139.15	556.6	198
18	44	1,144.00	11	66	62.7	250.8	176
19	198	5,148.00	49.5	297	564.3	2,257.20	792
20	61.6	1,601.60	15.4	92.4	175.45	701.8	246.4
21	308	8,008.00	77	462	877.8	3,511.20	1,232.00
22	96.46	2,508	24.2	145.2	275.83	1,103.30	386.1
23	220	5,720.00	55	330	627	2,508.00	880
24	290.4	7,550.40	72.6	435.6	827.75	3,311.00	1,161.60
25	50.6	1,315.60	12.65	75.9	141.63	566.5	202.4
26	1,100.00	28,600.00	275	1,650.00	3,135.00	12,540.00	3,300.00
27	44	1,144.00	11	66	62.7	250.8	176
28	915.2	23,795.20	228.8	1,372.80	2,608.38	10,433.50	3,660.80
29	775.71	20,168.43	193.79	1,162.72	2,210.73	8,842.90	3,102.55
30	673.2	17,503.20	168.3	1,009.80	1,918.68	7,674.70	2,692.80
31	100.78	2,620.33	25.11	150.68	287.1	1,148.40	201.85
32	66	1,716.00	16.5	99	186.73	746.9	132
33	44	1,144.00	11	66	62.7	250.8	88
34	74.34	1,932.79	18.7	112.2	267.58	1,070.30	148.5
35	116.6	3,031.60	29.15	174.9	405.63	1,622.50	233.2
36	66	1,716.00	16.5	99	237.6	950.4	132
37	132.85	3,454.02	33.19	199.12	478.5	1,914.00	266.2
38	44	1,144.00	11	66	62.7	250.8	88
39	44	1,144.00	11	66	62.7	250.8	176
40	44	1,144.00	11	66	62.7	250.8	176
41	44	1,144.00	11	66	62.7	250.8	176
42	0	0	11	66	0	0	176
43	44	1,144.00	11	66	62.7	250.8	176
44	352.25	9,158.58	88	528	1,003.20	4,012.80	1,408.00

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308	8,008.00	77	462	877.8	3,511.20	1,232.00
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ks Property Total
Annual \$

2,816.00	16,515.38
704	4,127.20
704	4,127.20
646.8	3,795.07
880	5,159.00
352	1,812.80
880	4,532.00
1,056.00	6,190.80
352	1,944.80
352	1,812.80
1,434.40	8,208.20
352	1,812.80
27,315.20	160,134.70
8,852.80	51,909.00
616	3,595.90
959.2	5,619.92
396	2,314.38
352	1,812.80
1,584.00	9,286.20
492.8	2,888.60
2,464.00	14,445.20
772.2	4,528.63
1,760.00	10,318.00
2,323.20	13,620.20
404.8	2,362.80
6,600.00	49,390.00
352	1,812.80
7,321.60	42,923.10
6,205.10	36,379.16
5,385.60	31,573.30
403.7	4,323.11
264	2,825.90
176	1,636.80
297	3,412.29
466.4	5,295.40
264	3,029.40
532.4	6,099.54
176	1,636.80
352	1,812.80
352	1,812.80
352	1,812.80
352	418
352	1,812.80
2,816.00	16,515.38

2,464.00	14,445.20
	65,894.45
	571,841.76