



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, March 28, 2023, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Travel to the Fairbourne Office Tower Located at 3550 Market Street at Approximately 4:00 PM
 - A. Tour of Fairbourne Office Building
4. Return to City Hall and Reconvene Study Meeting at Approximately 5:45 PM (or As Soon As Possible) in the Multi-Purpose Room Located at 3600 South Constitution Blvd.:
5. Approval of Minutes:
 - A. March 21, 2021
6. Review Agenda for Regular Meeting of March 28, 2023
 - A. Regular Meeting Agenda

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

7. Awards, Ceremonies and Proclamations Scheduled for March 28, 2023

- A. A Proclamation Recognizing the Month of April 2023 as Child Abuse Prevention Month

8. Public Hearings Scheduled For March 28, 2023

- A. Accept Public Input Regarding Re-Opening the FY 2022-2023 Budget

Action: Consider Ordinance 23-08, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- B. Accept Public Input Regarding Application ZT-1-2023, Filed by West Valley City, Requesting an Amendment to Section 7-2-115 of the Zoning Ordinance to Clarify the Measurement Standards for a Commercial Vehicle from the "Gross Weight" to the "Gross Vehicle Weight Rating" and Establish the Allowed Vehicle Class Size for Storage of Vehicles in Agricultural and Residential Zones

Action: Consider Ordinance 23-09, Amend Section 7-2-115 of the West Valley City Municipal Code to Amend Restrictions on Parking Commercial Vehicles in Residential and Agricultural Zones

9. Ordinances:

- A. 23-10: Amend Sections 22-2-116 and 22-2-203 of the West Valley City Municipal Code to Amend Certain Parking Restrictions and Civil Penalties

10. Resolutions:

- A. 23-39: Authorize the City to Procure Certain Professional and Legal Services
 - B. 23-40: Authorize the Purchase of a Kubota Utility Vehicle from Bonneville Equipment Company
 - C. 23-41: Authorize the Execution of a Public Highway at Grade Crossing Agreement Between the City, Union Pacific Railroad Company, and Kearns Metro Township
11. Consent Agenda Scheduled for April 4, 2023
- A. Reso. 23-42: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary Construction Easement With and From Ruben and Diane Chacon for Property Located at 2761 South Belmont Downs Lane
12. Communications:
- A. Form of Government Discussion
 - B. Council Calendar
13. New Business:
- A. Potential Future Agenda Items
 - B. Council Reports
 - C. Strategic Discussion List

D. Review Agendas for Regular Redevelopment Agency, Housing Authority, and Municipal Building Authority Meetings for April 4, 2023

14. Motion for Closed Session (if necessary)

15. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MARCH 21, 2023 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM TOM HUYNH.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor (*electronically*)
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Jake Fitismanu, Councilmember District 4 (*arrived electronically as noted*)

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/General Counsel
Eric Bunderson, City Attorney (*electronically*)
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director (*electronically*)
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
Mark Nord, RDA Director (*electronically*)
John Flores, HR Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT
Lincoln Shurtz, RDA

APPROVAL OF MINUTES OF STUDY MEETING HELD MARCH 14, 2023

The Council considered the Minutes of the Study Meeting held March 14, 2023. There were no changes, corrections or deletions.

Councilmember Harmon moved to approve the Minutes of the Study Meeting held March 14, 2023. Councilmember Christensen seconded the motion.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-2-

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

REGULAR CITY COUNCIL MEETING OF MARCH 21, 2023 HAS BEEN CANCELED

AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED FOR MARCH 28, 2023

A. PROCLAMATION DECLARING A "HEALTH IN ALL POLICIES" PROCESS AS AN IMPORTANT TOOL FOR THE HEALTH AND WELFARE OF WEST VALLEY CITY RESIDENTS

Councilmember Christensen offered to read a Proclamation Declaring a "Health in All Policies" Process as an Important Tool for the Health and Welfare of West Valley City Residents at the March 28, 2023 City Council Regular Meeting at 6:30 PM.

ORDINANCE 23-07: ENACT PART 3-10-600P OF THE WEST VALLEY CITY MUNICIPAL CODE TO CREATE THE HEALTHY WEST VALLEY COMMITTEE

Craig Thomas, CED, presented proposed Resolution 23-07 that would enact Part 3-10-600P of the West Valley City Municipal Code to Create the Healthy West Valley Committee.

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

This action will establish a consistent level of staff support and efficiencies needed to coordinate the groups meetings and activities. Additionally, this action will formalize their position within the community and open opportunities to seek funding through various grants. Official recognition as a Committee will also create an expectation to meet desired goals and outcomes as directed by the City.

The Healthy West Valley Coalition began meeting in the fall of 2018 as a group of concerned residents, government representatives and health sector partners. The group consistently meets monthly to network, discuss resident needs, share resources, and formulate ways to help create a healthier community. The Coalition has shown that they are a valuable asset to the residents of West Valley City and desire to continue working together as an official Committee of West Valley City. This action will also help provide staffing support needed to help facilitate their continued growth and to allow them to seek funding through various grant opportunities.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-3-

Mayor Pro Tem Huynh asked how long the coalition has been in place. Craig replied since 2018. Mayor Pro Tem Huynh asked if the coalition is still growing. Craig replied yes. Mayor Lang asked if moving this committee under the City's umbrella will help them receive grant funding. Craig replied yes.

The City Council will consider Ordinance 23-07 at the Regular Council Meeting scheduled March 28, 2023 at 6:30 P.M

Councilmember Fitisemanu arrived electronically at 4:39 PM.

RESOLUTION 23-34: AUTHORIZE THE PURCHASE OF A VARIABLE WIDTH SPREADER BOX FROM BERGKAMP INC

Dan Johnson, Public Works Director, presented proposed Resolution 23-34 that would authorize the Purchase of a Variable Width Spreader Box from Bergkamp Inc. Written documentation previously provided to the City Council included information as follows:

For over 25-years, the Operations Division of the Public Works Department has self-performed application of slurry seal as a pavement preservation tool on subdivision roads throughout the City using a fixed width spreader box that can only be used with slurry seal.

The Department is adding microsurfacing to the in-house pavement preservation toolbox. Microsurfacing is similar to slurry seal, in that they are both aggregate and asphalt emulsion mixtures. Slurry seal oils rely in evaporation for the material to set up taking anywhere from 3-5 hours, while microsurface oils "break" chemically, setting up and ready for traffic in about one hour. Slurry seal is placed at a one-stone thickness, while microsurfacing can be placed at multiple stone thicknesses, giving it the ability to fill minor rutting and larger cracks.

Microsurfacing cannot be applied using the existing fixed width slurry box. The variable width spreader box is equipped with augers to move the material around and attaches to the existing equipment used to apply slurry seal and can be used on both slurry seal and microsurfacing to spread the material evenly across the pavement surface.

The microsurface treatment will be suitable for placement on main roads and will provide the Department with additional pavement preservation methods to prolong the life of our roads.

Councilmember Harmon verified that the City already has the trucks and won't need anything in addition to utilize this equipment. Dan replied that is correct. Councilmember Harmon stated he recalls leasing equipment similar to this for the parking lot at the Maverik

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-4-

Center. Dan replied yes and indicated that was a different type of product. He noted that the City chose not purchase that equipment for future use.

The City Council will consider Resolution 23-34 at the Regular Council Meeting scheduled March 28, 2023 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR MARCH 28, 2023

A. **RESOLUTION 23-35: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM CHARLES ATUAHENE AND ANGELIA SHELTON FOR PROPERTY LOCATED AT 4410 SOUTH 3245 WEST**

Wayne Pyle, City Manager, discussed proposed Resolution 23-35 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Charles Atuahene and Angelia Shelton for Property Located at 4410 South 3245 West.

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

The Charles Atuahene and Angelia Shelton property located at 4410 South 3245 West is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northeast corner of Lot 4 of Hawarden Estate No. 7 and contains a total of 32 square feet. Compensation in the amount of \$700.00 was based upon land values for property in the neighborhood.

B. **RESOLUTION 23-36: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM REBECCA VELASQUEZ FOR PROPERTY LOCATED AT 4281 SOUTH NIELSEN WAY**

Wayne Pyle, City Manager, discussed proposed Resolution 23-36 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Rebecca Velasquez for Property Located at 4281 South Nielsen Way

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-5-

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

The Rebecca Valesquez property located at 4281 S. Nielsen Way is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northwest corner of Lot 21 of Hawarden Estate No. 1 and contains a total of 28 square feet. Compensation in the amount of \$800.00 was negotiated based upon land values for property in the neighborhood.

- C. **RESOLUTION 23-37: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM GLEN AND CHRISTINE JOHNSON FOR PROPERTY LOCATED AT 4410 SOUTH NIELSEN WAY**
Wayne Pyle, City Manager, discussed proposed 23-37 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Glen and Christine Johnson for Property Located at 4410 South Nielsen Way

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

The Glen T. Johnson and Christine D. Johnson property located at 4410 S. Nielsen Way is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the northeast corner of Lot 36 of Hawarden Estate No. 2 and contains a total of 25 square feet. Compensation in the amount of \$600.00 was based upon land values for property in the neighborhood.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-6-

D. RESOLUTION 23-37: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED WITH AND FROM THE BOB AND KATHY WAGNER FAMILY LIVING TRUST FOR PROPERTY LOCATED AT 4392 SOUTH HAWARDEN DRIVE

Wayne Pyle, City Manager, discussed proposed 23-38 that would authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From The Bob and Kathy Wagner Family Living Trust for Property Located at 4392 South Hawarden Drive

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

The Bob and Kathy Wagner Family Living Trust property located at 4392 S. Hawarden Drive is one of several properties affected by the required removal and replacement of ADA ramps for the 2023 Asphalt Overlay Project. As part of this project several residential streets will be roto-milled and overlaid. Any existing ADA ramps which do not comply with the current ADA standards and regulations must be removed and replaced.

The Warranty Deed will allow for construction over a portion of the property currently owned by the property owners. The portion of property being acquired is located at the southeast corner of Lot 87 of Hawarden Estate No. 5 and contains a total of 28 square feet, along with miscellaneous improvements. Compensation in the amount of \$600.00 was based upon land values for property in the neighborhood.

The City Council will consider items on the Consent Agenda at the Regular Council Meeting scheduled March 28, 2023 at 6:30 P.M

COMMUNICATIONS

A. LEGISLATIVE WRAP-UP

Lincoln Shurtz, Government Relations Director, provided a recap on bills discussed at the latest legislative session. He indicated 963 bills were discussed alongside a 30 billion dollar budget in 45 days. Lincoln detailed the outcomes of bills related to homelessness, infrastructure, transportation, waterwise opportunities, economic development, recreational opportunities, justice courts, and public safety including photo cop and other traffic concern mitigation.

Mayor Lang asked if there was any interest in a “Code Red” protocol for areas that frequently exceed 100 degrees as it relates to homelessness. Lincoln replied that this was not called out specifically in the bill but some County’s have offered to

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-7-

provide a plan for high temperature events. Mayor Pro Tem Huynh asked who will be responsible for tallying the number of homeless persons in Utah. Lincoln replied that other entities, including the Homeless Coordinating Center, will be required to tally and provide that number. Mayor Pro Tem Huynh asked if the West Valley Justice Court covers Magna. Eric Bunderson, City Attorney, replied that this was discussed in the past but the Justice Court currently only covers West Valley City cases.

The Mayor and Council had no further questions or concerns.

B. FORM OF GOVERNMENT DISCUSSION

Mayor Pro Tem Huynh stated the Council has discussed the form of government and would like to see a resolution on the agenda next week to allow for a ballot proposition in November that would change the current Council/Manager form of government to a 7 person Council with a strong Mayor with a 2 year term limit.

Councilmember Nordfelt stated that West Jordan City went through a similar process in 2017. He indicated that residents formed a committee to research the different forms of government and potential impacts the change might incur. He noted that the residents recommended against the change but West Jordan chose to place the item on the ballot regardless. Councilmember Nordfelt stated that he feels it's important to thoroughly study this issue so that the Council and the residents can make an informed decision. Councilmember Christensen agreed and noted that he spoke to the Mayor of West Jordan and stated that he still has a CAO (Chief Acting Officer) who essentially functions as the City Manager.

Mayor Pro Tem Huynh stated that the Council has had a lot of time to study documents and information emailed by staff. He indicated that West Jordan is doing well as a City and briefly discussed their process. Mayor Pro Tem Huynh stated that he believes this change is best for the City and added that he would like to see a 2 year term limit for the Mayor so that no person can serve for too long a time. He indicated that this has been discussed by the Council and he would like to see it move forward. Councilmember Christensen stated that none of these decisions have been made and indicated that he has not been a part of any discussion that led to a specific decision like this being placed on the agenda. Councilmember Fitisemanu agreed that he doesn't recall discussing the selection of a specific form of government, a term limit, or agreeing to place this item on the agenda for Council's consideration.

Councilmember Fitisemanu stated that this is not something the council should jump into quickly and noted that he likes the idea of involving residents or creating

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-8-

a committee to research the issue independently. He indicated that he isn't comfortable making this type of decision based on his own personal opinion and noted that he was elected to represent the residents in his district and he would like the opportunity to hear their input. Councilmember Fitisemanu stated that he likes the idea of having town hall type events and asked if there is a timeline. Eric Bunderson, City Attorney, replied that the resolution doesn't need to be approved until August at the latest. He noted that if the Council passes a resolution they are required to hold two public hearings within 45 days and the resolution can also be rescinded up to 60 days after approval.

Mayor Pro Tem Huynh discussed West Jordan's experience and stated he would like to give citizens the opportunity to vote for their form of government. Councilmember Nordfelt stated that passing a resolution like this is a big decision. Councilmember Fitisemanu agreed and stated that there are pros and cons to every form of government. He stated that most citizens don't understand the different forms of government and he wants to ensure that the council does their due diligence in ensuring voters are properly educated and understand the different implications this change can bring about.

Councilmember Nordfelt stated that the current form of government has been working very well for West Valley City. He indicated that 7 elected officials can fire a City Manager when that person is no longer serving the City well. He indicated that this process allows someone who is qualified, properly educated, and legally trained to effectively manage a municipality. Councilmember Nordfelt stated that this is a benefit that cannot be provided by a strong Mayor form of government. He stated that the City may get lucky once or twice with an elected Mayor but for the most part, it is unlikely. Councilmember Nordfelt referenced the last two presidential elections and the disgruntled nature of citizens with their outcome. Councilmember Nordfelt stated that the Council would lose a lot of authority with a strong Mayor and noted that it's more equal and balanced when there are 7 elected officials who consider policies and can fire a City Manager at any time if changes need to be made quickly. He indicated that a Mayor is elected and if that person is not serving the City well, citizens have to wait until the next election. Councilmember Nordfelt indicated that an elected Mayor could hire an administrator to run the City but then residents will be paying a full time Mayor in addition to a full time "City Manager" type position. He indicated that the closest City in size to West Valley City is Salt Lake City and questioned if the Council knew how many people work in the Mayor's office. He stated that he would suspect that it's 20 times more employees than it is for the current City Manager's office. Councilmember Nordfelt indicated that the council would transfer a lot of its authority to the Mayor in this form of government and indicated that 7 heads are

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-9-

better than one. He indicated that a Mayor can be politically motivated and can make decisions based on what is best for them politically as opposed to a City Manager who makes decisions based on what is best for the City and not based on what will get them more votes. Councilmember Nordfelt stated that a lot of residents don't understand the difference in forms of governments and he fears that residents will choose to change it before fully understanding the implications. He indicated that he doesn't feel this proposed change is best for West Valley City.

Councilmember Christensen stated that it's difficult to keep positive momentum going when the leader of the City changes constantly and has different goals and priorities. Councilmember Christensen stated that West Valley City began with a different form of government when it was first incorporated. Councilmember Christensen stated that the current form of government has served the citizens of West Valley well and he believes "if it isn't broke, don't fix it". Councilmember Christensen stated that the City has been fortunate to have a qualified City Manager for over 20 years who has kept staff going, learned from mistakes, and kept momentum moving forward. He noted that a new Mayor with a 2-term limit means that every 8 years, there could be a new administration which means new employees could be politically motivated and not serving the residents of the City. Councilmember Nordfelt indicated that residents elect the Council to study issues and make decisions that is best for the City long-term. He noted that he believes that changing the form of government to strong Mayor is a tool to please those seeking power.

Mayor Pro-Tem Huynh stated that Salt lake City and Sandy are very different than West Jordan, Taylorsville, and Murray. He indicated that he believes the Mayor would serve as a check and balance to the Council. Mayor Pro Tem Huynh stated that the Mayor would live in the City and would want to fix issues in the community. Councilmember Nordfelt stated that West Valley City is fortunate to have one City Manager who has carried out a consistent policy in the last 20 years while other municipalities have had multiple different leaders with different goals in that same time frame.

Councilmember Harmon stated that he is in favor of going through with this process and added that he likes the idea of having a town hall meeting. He indicated that he would like to approve a resolution and gain public input with the knowledge that the resolution can be rescinded. Councilmember Harmon stated that he believes the citizens should have the option to vote on the form of government, especially since they haven't had that option in 40 years.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-10-

Councilmember Whetstone stated that he agrees with many of the points made by Councilmember Nordfelt but believes residents should be given the option to vote on this topic. He indicated that it would be essential to ensure residents are educated and he isn't sure what the best way of doing that would be yet. Councilmember Whetstone stated that the Mayor currently puts in a lot of time and should be considered full-time.

Mayor Lang stated that there was a newspaper article in the West Valley Journal and she indicated that she has received a lot of comments that were in favor of a ballot proposition to change the form of government. She indicated that she believes residents should have the opportunity to vote on this topic.

Councilmember Harmon suggested further conversation during next week's Study Meeting regarding the form of government that should be suggested in the resolution. Councilmember Nordfelt stated that he would like to see a townhall happen first before a resolution is formally voted on. Councilmember Harmon stated that he believes passing a resolution would be the first step and the public meetings and townhall can be done during the 45 day time period. He suggested studying the topic further during the study meeting next week and looking at a resolution beginning in April. Councilmember Fitisemanu stated that he isn't as comfortable with that timeline but would want to ensure that proper attention and information is provided to the public. Councilmember Christensen suggested inviting the League of Cities and Towns to assist as a neutral party.

C. CODE ENFORCEMENT CONTINUED DISCUSSION

Mayor Pro Tem Huynh stated he would like to postpone this discussion so the Mayor can be present to participate in person. He indicated that there was an issue with an RV in Chesterfield last week and he would like to add that conversation to this discussion as well. Councilmember Harmon stated that the Council discussed allowing derby cars in front setbacks last week and the more he thought about it, the more he doesn't like the idea of allowing that.

D. COUNCIL CALENDAR

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

Councilmember Whetstone asked what the City's involvement is at the Safety Kids Fair scheduled for March 25th. Chief Jacobs replied that the COP unit goes every year.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-11-

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Mayor Lang requested that Eric Bunderson, City Attorney, prepare an engagement letter for legal services to study and vote on at the next Council meeting.

B. COUNCIL REPORTS

COUNCILMEMBER CHRISTENSEN- WESTERN GROWTH

Councilmember Christensen stated that he attended the Western Coalition meeting and it was determined that the coalition has fulfilled its purpose and will become more of a legislative influencing body moving forward with 4-5 meetings a year.

COUNCILMEMBER WHETSTONE- LETTER FROM RESIDENT

Councilmember Whetstone stated that he received a heartwarming handwritten letter from a resident who was the father of an individual who passed away in an accident on Mountain View Corridor. He indicated that the father would like to plant a tree or a memorial of some kind at the Ridge which was his son's favorite place to golf.

MAYOR PRO TEM HUYNH- UNIVERSITY HOSPITAL MEETING

Mayor Pro Tem Huynh stated that he attended the University of Utah community hospital meeting with Councilmember Whetstone. Councilmember Christensen stated that he also met with them on Wednesday and they mentioned they wouldn't be opposed to seeing TRAX extend to the new hospital in the future. Mayor Lang stated that she also attended the community meeting and the coordinators will be sending the Council the presentation for their review.

C. STRATEGIC DISCUSSION LIST

Mayor Pro Tem Huynh stated that items would continue to be discussed on the list.

MOTION TO ADJOURN

Upon motion by Councilmember Harmon all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MARCH 21, 2023 WAS ADJOURNED AT 5:53 PM BY MAYOR PRO TEM HUYNH.

MINUTES OF COUNCIL STUDY MEETING – MARCH 21, 2023

-12-

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, March 21, 2023.

Nichole Camac, CMC
City Recorder



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 28, 2023, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Don Christensen
4. Special Recognitions
5. Approval of Minutes:
 - A. March 14, 2023
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Declaring a "Health in All Policies" Process as an Important Tool for the Health and Welfare of West Valley City Residents
7. Comment Period:

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

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

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

8. Ordinances:

- A. 23-07: Enact Part 3-10-600P of the West Valley City Municipal Code to Create the Healthy West Valley Committee

9. Resolutions:

- A. 23-34: Authorize the Purchase of a Variable Width Spreader Box from Bergkamp Inc.

10. Consent Agenda:

- A. Reso. 23-35: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Charles Atuahene and Angelia Shelton for Property Located at 4410 South 3245 West
- B. Reso. 23-36: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Rebecca Velasquez for Property Located at 4281 South Nielsen Way

C. Reso. 23-37: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From Glen and Christine Johnson for Property Located at 4410 South Nielsen Way

D. Reso. 23-38: Authorize the City to Enter into a Right of Way Purchase Agreement and Accept a Warranty Deed With and From The Bob and Kathy Wagner Family Living Trust for Property Located at 4392 South Hawarden Drive

11. New Business:

A. 23-39: Authorize the City to Procure Certain Professional and Legal Services

12. Motion for Closed Session (if necessary)

13. Adjourn

WEST VALLEY CITY, UTAH

**A PROCLAMATION RECOGNIZING THE MONTH OF APRIL
2023 AS CHILD ABUSE PREVENTION MONTH.**

WHEREAS, the children of West Valley City are the future of our state's success and investing in their general welfare, safety and livelihood are of utmost priority; and

WHEREAS, all children deserve to grow up in a safe and nurturing environment to assure they reach their full potential as they grow and develop; and

WHEREAS, the protection of children and strengthening of families is of concern and responsibility of all West Valley City citizens because the wellness of children affects our lives now and will continue to affect us in the future; and

WHEREAS, there were hundreds of cases of child abuse in West Valley City last year, each of which impact an entire family and affect the community as a whole; and

WHEREAS, child abuse respects no racial, religious, socio-economic or geographic boundaries; and

WHEREAS, all citizens of West Valley City need to become more aware of child abuse and its prevention within their respective communities and actively encourage and support parents to raise their children in a safe and nurturing environment; and

WHEREAS, preventing child abuse requires each member of the community to be attentive to the problems of families around them and commit to do everything they can to help.

NOW, THEREFORE, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize April 2023 as **CHILD ABUSE PREVENTION MONTH** and we call upon all our citizens to renew their commitment to be educated on the impact of child abuse and join in working for its prevention within our community.

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

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

ISSUE:

Approve an ordinance to re-open the fiscal year 2022-2023 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City to amend its budget during the year. The City holds public hearings on budget amendments on a quarterly basis each fiscal year.

BACKGROUND:

A Public Notice was posted March 23, 2023, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 4, 2023, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the Ordinance amending the budget of West Valley City Corporation for the fiscal year beginning July 1, 2022 and ending June 30, 2023, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 3/22/2023

Date Adopted: _____

Effective Date: _____

**AN ORDINANCE AMENDING THE BUDGET OF WEST
VALLEY CITY FOR THE FISCAL YEAR BEGINNING
JULY 1, 2022 AND ENDING JUNE 30, 2023 TO REFLECT
CHANGES IN THE BUDGET AND AUTHORIZE THE
DISBURSEMENT OF FUNDS.**

WHEREAS, the West Valley City Council adopted by ordinance the budget of West Valley City Corporation for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended; and

WHEREAS, the Finance Director, as the Budget Officer of West Valley City, has prepared and filed with the City Manager and City Recorder proposed amendments to said duly-adopted budget for consideration by the City Council and inspection by the public; and

WHEREAS, said proposed amendments reflect changes in the budget from increased revenues and transfers as reflected; and

WHEREAS, notice was duly given of a public hearing to be held on April 4, 2023, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on April 4, 2023 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

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

Section 1. The budget amendments attached hereto and made a part of this Ordinance are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal year

beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended.

Section 2. The City Recorder is hereby directed to have this Ordinance certified by the Budget Officer and filed with the State Auditor, as required by law.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY GENERAL FUND - FUND 10
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
PROPERTY TAX:					
Current Year	33,954,483	33,954,483	33,954,483	33,954,483	
Prior Year	386,089	386,089	386,089	386,089	
Street Lights	0	0	0	0	
Fitness Center	0	0	0	0	
Total Property Tax	34,340,572	34,340,572	34,340,572	34,340,572	
SALES TAX:					
General Sales Tax	35,521,163	35,521,163	35,521,163	35,521,163	
Transportation Sales Tax	2,500,000	2,500,000	2,500,000	2,500,000	
Total Sales Tax	38,021,163	38,021,163	38,021,163	38,021,163	
UTILITY TAX:					
Cable TV/Bch Adv	708,482	708,482	708,482	708,482	
Telecommunications	524,293	524,293	524,293	524,293	
Electricity	5,366,452	5,366,452	5,366,452	5,366,452	
Gas	2,789,588	2,789,588	2,789,588	2,789,588	
Total Utility Tax	9,388,815	9,388,815	9,388,815	9,388,815	
LICENSES AND PERMITS:					
Business & Econ. Services	1,200,000	1,200,000	1,200,000	1,200,000	
Animal Licenses	80,000	80,000	80,000	80,000	
Building Permits	3,200,000	3,200,000	3,200,000	3,200,000	
Subdivision Fees	270,000	270,000	270,000	270,000	
Disproportionate Service	552,000	552,000	552,000	552,000	
Total Licenses & Permits	5,302,000	5,302,000	5,302,000	5,302,000	
MISCELLANEOUS:					
Taylorsville DS Reimb.	137,000	137,000	137,000	137,000	
Taylorsville Contract Services	320,000	320,000	320,000	320,000	
Animal Shelter Vaccinations	20,000	20,000	20,000	20,000	
Animal Shelter Misc. Fees	40,000	40,000	40,000	40,000	
Animal Shelter Donations	20,000	20,000	20,000	20,000	
Animal Sterilization	30,000	30,000	30,000	30,000	
Amphitheater	300,000	300,000	300,000	300,000	
Court Maintenance	0	0	0	0	
District Court Fines	40,000	40,000	40,000	40,000	
Engineer Consultant Fees CED	60,000	60,000	60,000	60,000	
Excavation Perm-Prop Bond	250,000	250,000	250,000	250,000	
Fed/State Capital Projects Funds	0	0	0	36,000	2
Finger Print/Work Cards	5,500	5,500	5,500	5,500	
Fire Prevention/Haz Mat	175,000	175,000	175,000	175,000	
Fire Response Reimbursement	0	0	0	203,985	1,4,6
Harman Home Maint., etc.	60,000	60,000	60,000	60,000	
Harman Home SL CO.	18,786	18,786	18,786	18,786	
Indigent Defense	15,000	15,000	15,000	15,000	
Miscellaneous	45,000	49,000	62,582	68,803	18,23
Park Reservations/Activities	8,000	8,000	8,000	8,000	
Parking Ticket Fines	250,000	250,000	250,000	250,000	
Police Reimbursement	700,000	700,000	700,000	700,000	
Police Reports	100,000	100,000	100,000	100,000	
Professional Shop Services	180,000	180,000	180,000	180,000	
Rent-Housing Authority	42,000	42,000	42,000	42,000	
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	
Roads Funds HB244 2021	1,100,000	1,100,000	1,100,000	1,100,000	
Tower Lease	81,079	81,079	81,079	81,079	
UIA	490,681	490,681	490,681	490,681	
Vehicle Fees	1,658,439	1,658,439	1,658,439	1,658,439	
Total Miscellaneous	6,171,485	6,175,485	6,189,067	6,435,274	

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
JUSTICE COURT:					
Small Claims Fees	140,000	140,000	140,000	140,000	
Traffic Fines	2,576,045	2,576,045	2,576,045	2,576,045	
Total Justice Court	2,716,045	2,716,045	2,716,045	2,716,045	
ADMINISTRATIVE COURT:					
ACE Program	139,000	139,000	139,000	139,000	
Bail Fines & Forfeitures	0	0	0	0	
Civil Penalties	207,000	207,000	207,000	207,000	
Total Administrative Court	346,000	346,000	346,000	346,000	
INTEREST:					
Investment Interest	300,000	300,000	300,000	300,000	
Ambulance Interest	27,044	27,044	27,044	27,044	
RDA Interest	84,265	84,265	84,265	84,265	
Total Interest	411,309	411,309	411,309	411,309	
OTHER:					
Appropriation from Fund Balance	0	2,975,017	3,361,792	5,468,635	5,8,10,16
Reserved Funds	275,000	275,000	275,000	275,000	
Reserved Debt Service Funds	1,842,327	1,842,327	1,842,327	1,842,327	
Sale of Land/Assets	0	0	0	17,729	20
Total Other	2,117,327	5,092,344	5,479,119	7,603,691	
Subtotal	98,814,716	101,793,733	102,194,090	104,564,869	
RESTRICTED FUNDS:					
Forfeited Assets	0	0	0	0	
Bond Proceeds	0	0	0	0	
Bond Interest	0	0	0	0	
Total Restricted Funds	0	0	0	0	
Grand Total	98,814,716	101,793,733	102,194,090	104,564,869	

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
LEGISLATIVE:					
City Council	726,420	726,420	726,420	789,170	10,23
Elections	231,800	231,800	231,800	231,800	
Total Legislative	958,220	958,220	958,220	1,020,970	
ADMINISTRATIVE:					
City Manager	1,380,838	1,380,838	1,380,838	1,380,838	
Justice Court	2,181,623	2,181,623	2,181,623	2,181,623	
Human Resources	1,311,379	1,343,379	1,343,379	1,343,379	
Community & Media Relations	816,583	816,583	816,583	816,583	
Recorder	570,720	570,720	570,720	570,720	
Public Facilities	1,868,594	1,868,594	1,868,594	1,868,594	
Total Administrative	8,129,737	8,161,737	8,161,737	8,161,737	
NON-DEPARTMENTAL					
UTOPIA	4,421,278	4,421,278	4,421,278	4,421,278	
Capital Projects/Fleet Xfer to CIP	0	1,253,317	1,253,317	1,253,317	
Council Contingency Misc.	0	0	0	0	
Retirement Incentives	0	0	0	0	
Wage Under Runs	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)	
Storm Water (Prof.Service)	(485,744)	(485,744)	(485,744)	(485,744)	
Sanitation (Prof.Service)	(532,531)	(532,531)	(532,531)	(532,531)	
Ambulance (Prof.Service)	(400,000)	(400,000)	(400,000)	(400,000)	
CARES/ARP Act (Sold Service)	0	0	0	0	
Federal Reimb. (Sold Service)	0	0	0	0	
Transfers In	(7,680)	(113,787)	(113,787)	(123,787)	25
Benefits Accrual	1,050,000	1,050,000	1,050,000	1,050,000	
Fitness Center	1,361,086	1,361,086	1,361,086	1,361,086	
Theater	50,000	50,000	50,000	50,000	
Arena	1,126,171	1,126,171	1,126,171	1,126,171	
Cultural Center	1,312,587	1,312,587	1,312,587	1,312,587	
Transportation Sales Tax to CIP	2,500,000	3,445,839	3,445,839	3,445,839	
Stonebridge Golf Course	0	0	0	289,793	16
Transfer Out	19,960	526,107	763,107	922,229	4,6,16
Special Projects	0	0	0	1,581,264	8
Utilities	863,879	863,879	863,879	863,879	
Total Non-Departmental	9,279,006	11,878,203	12,115,203	14,135,382	

WEST VALLEY CITY GENERAL FUND - FUND 10

EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
DEBT SERVICE:				
Animal Shelter/CPD Facility	742,550	742,550	742,550	742,550
Public Safety/Stonebridge	0	0	0	0
Fitness Center Refinance	0	0	0	0
UCCC & Arena Equipment	0	0	0	0
Road Revenue Bonds	1,099,371	1,099,371	1,099,371	1,099,371
Bond Fees	25,000	25,000	25,000	25,000
Fire Truck Lease, SunTrust #2	0	0	0	0
USB #1 - Public Safety Radios	0	0	0	0
USB #2 - Public Safety Radios	0	0	0	0
USB #4 - Police Radios	37,020	37,020	37,020	37,020
USB #6 - EMC Data Domain System	0	0	0	0
USB #7 - Public Safety Radios	39,949	39,949	39,949	39,949
USB #9 - Public Safety Radios	69,392	69,392	69,392	69,392
USB #10 - Public Safety Radios	88,747	88,747	88,747	88,747
USB #11 - Police Computers	0	0	0	0
USB #13 - Data Backup System	24,605	24,605	24,605	24,605
USB #15 - Sophos Software	0	0	0	0
USB #16 - Police Computers	19,463	19,463	19,463	19,463
USB #18 - Police Computers	39,367	39,367	39,367	39,367
USB #21 - I.T. Equipment	25,152	25,152	25,152	25,152
USB #22 - Police Computers	29,711	29,711	29,711	29,711
Transfer Out	0	0	0	0
Vehicle Lease S'13 to CIP	0	0	0	0
Fire Truck Refurbish to CIP	0	0	0	0
Fire Truck Lease 2014 to CIP	0	0	0	0
Fire Truck & Trailer to CIP	70,342	70,342	70,342	70,342
Energy Savings Projects to CIP	275,221	275,221	275,221	275,221
Fire Station #75/ PW to BA	0	0	0	0
Fire Sta 71, 72 & 76 to BA	517,600	517,600	517,600	517,600
MBA S 2017 FFC to BA	0	0	0	0
MBA S 2017-PD & Courts to BA	2,235,650	2,235,650	2,235,650	2,235,650
MBA S 2017-Parking to BA	1,087,600	1,087,600	1,087,600	1,087,600
MBA S 2019-Parks Bldg to BA	211,454	211,454	211,454	211,454
Subtotal	6,638,194	6,638,194	6,638,194	6,638,194
DEBT SERVICE (CONTINUED):				
Transfers In:				
Fire Station Impact Fees	(300,000)	(300,000)	(300,000)	(300,000)
Police Impact Fees	(450,000)	(450,000)	(450,000)	(450,000)
Debt Service Reserve (CIP)	(1,480,981)	(1,480,981)	(1,480,981)	(1,480,981)
Fitness Center	(71,658)	(71,658)	(71,658)	(71,658)
UCCC	(19,109)	(19,109)	(19,109)	(19,109)
Street Lights	(151,013)	(151,013)	(151,013)	(151,013)
Subtotal	(2,472,761)	(2,472,761)	(2,472,761)	(2,472,761)
Total Debt Service	4,165,433	4,165,433	4,165,433	4,165,433

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
COMMUNITY & ECONOMIC DEVELOPMENT:					
Administration	408,824	444,210	456,100	521,605	2,23
Planning Commission	15,955	15,955	15,955	15,955	
Board of Adjustment	4,157	4,157	4,157	4,157	
Building Inspection	1,109,856	1,109,856	1,109,856	1,109,856	
Neighborhood Services	127,840	131,840	131,840	136,840	23
Planning & Zoning	699,580	699,580	699,580	699,580	
Total Comm. & Econ. Dev.	2,366,212	2,405,598	2,417,488	2,487,993	
FINANCE:					
Administration	562,494	562,494	562,494	562,494	
Purchasing	141,779	141,779	141,779	141,779	
Business Licenses	279,063	279,063	279,063	279,063	
Treasury	326,032	326,032	326,032	326,032	
Accounting	498,677	498,677	498,677	498,677	
Budget & Disbursements	385,632	385,632	385,632	385,632	
Total Finance	2,193,677	2,193,677	2,193,677	2,193,677	
FIRE:					
Administration	13,856,692	13,946,692	13,948,384	14,073,283	1,4
Emergency Operations	71,395	78,395	78,395	116,395	6
Fire Prevention	25,383	25,383	25,383	25,383	
Logistics	533,895	533,895	533,895	533,895	
Special Operations	24,335	24,335	24,335	34,335	25
Development Services	31,323	31,323	31,323	31,323	
Medical Services	146,771	146,771	146,771	148,487	14,18
Total Fire	14,689,794	14,786,794	14,788,486	14,963,101	
LEGAL:					
Civil/Prosecutor/Risk	2,852,103	2,853,908	2,853,908	2,853,908	
Risk Financing	1,463,308	1,463,308	1,463,308	1,463,308	
Victim Assistance	458,920	458,920	458,920	458,920	
Information Technology	2,641,008	2,728,713	2,728,713	2,753,713	5
Central Services	2,857,902	2,878,034	2,980,919	2,998,648	20
Communications	143,113	143,113	143,113	143,113	
Total Law	10,416,354	10,525,995	10,628,880	10,671,609	
PARKS & RECREATION:					
Parks & Rec. Administration	579,916	579,916	579,916	579,916	
Park Maintenance	2,142,066	2,213,488	2,213,488	2,213,488	
Recreation	37,622	37,622	37,622	37,622	
Harman Home Operations	274,994	295,204	315,204	315,204	
Total Parks & Recreation	3,034,598	3,126,231	3,146,231	3,146,231	

WEST VALLEY CITY GENERAL FUND - FUND 10
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
POLICE:				
Administration	35,251,828	35,251,828	35,251,828	35,251,828
Records	45,200	45,200	45,200	45,200
Training	173,611	173,611	200,501	200,501
Crossing Guards	680,312	680,312	680,312	680,312
Evidence	29,350	29,350	29,350	29,350
Forensics	47,600	47,600	47,600	47,600
Community Policing	22,710	22,710	22,710	22,710
Investigation	185,455	185,455	185,455	185,455
Uniform Patrol	97,210	97,210	97,210	97,210
K-9	0	0	0	0
S.W.A.T. Unit	92,560	92,560	92,560	92,560
Traffic Enforcement	0	0	0	0
Special Operations	63,600	63,600	63,600	63,600
Intelligence/Internal Affairs	51,000	51,000	51,000	51,000
Bomb Squad Unit	7,500	7,500	7,500	7,500
Police Grants	0	0	0	0
Total Police	36,747,936	36,747,936	36,774,826	36,774,826 3,15
PUBLIC WORKS:				
Administration	485,177	485,177	485,177	485,177
Streets	1,390,996	1,390,996	1,390,996	1,390,996
Transportation	363,872	363,872	363,872	363,872
Engineering	914,773	915,826	915,826	915,826
Street Lights	0	0	0	0
Fleet Maintenance	1,221,260	1,230,367	1,230,367	1,230,367
Total Public Works	4,376,078	4,386,238	4,386,238	4,386,238
COMMUNITY PRESERVATION				
Administration	330,642	330,642	330,642	330,642
Animal Control	1,420,926	1,420,926	1,420,926	1,420,926
Ordinance Enforcement	706,103	706,103	706,103	706,103
Total Community Preservation	2,457,671	2,457,671	2,457,671	2,457,671
OTHER:				
Appropriation to Fund Balance	0	0	0	0
Total Other	0	0	0	0
Total Operating Expenses	98,814,716	101,793,733	102,194,090	104,564,869
RESTRICTED FUNDS:				
Forfeited Assets	0	0	0	0
Total Restricted Funds	0	0	0	0
Grand Total	98,814,716	101,793,733	102,194,090	104,564,869

WEST VALLEY CITY "C" ROADS - FUND 11
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
"C" Roads					
"C" Road Fund	4,550,000	4,550,000	4,550,000	4,550,000	
Misc. Revenue	0	0	0	0	
Interest Revenue	0	0	0	0	
Gain on Sale of Assets	350,000	350,000	350,000	350,000	
Appropriation from Fund Balance	0	399,703	399,703	424,703	26
Subtotal	4,900,000	5,299,703	5,299,703	5,324,703	

WEST VALLEY CITY "C" ROADS - FUND 11
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
OPERATIONS:					
Office Supplies	0	0	0	0	
Equipment	35,000	35,000	35,000	35,000	
Utilities	0	73	73	73	
Gasoline & Diesel	2,000	2,000	2,000	2,000	
Professional Svcs. (Intern)	845,000	845,000	845,000	845,000	
Professional Svcs. (Ext.)	84,320	86,528	86,528	86,528	
Special Supplies	150,000	150,000	150,000	150,000	
Crack Seal	490,000	492,323	492,323	492,323	
Concrete & Salt	250,000	250,000	250,000	275,000	26
Traffic Controls	0	0	0	0	
Capital Building	0	0	0	0	
Capital Equipment	884,000	1,279,098	1,279,098	1,279,098	
Special Projects	347,089	347,089	347,089	347,089	
Transfer Out	7,680	7,680	7,680	7,680	
Transfer In	0	0	0	0	
Subtotal Streets	3,095,089	3,494,792	3,494,792	3,519,792	
ENGINEERING:					
Software	7,500	7,500	7,500	7,500	
Professional Svcs. (Intern)	570,000	570,000	570,000	570,000	
Special Projects	545,000	545,000	545,000	545,000	
Subtotal Engineering	1,122,500	1,122,500	1,122,500	1,122,500	
TRANSPORTATION:					
Equipment	1,000	1,000	1,000	1,000	
Utilities	13,000	13,000	13,000	13,000	
Professional Svcs. (Int.)	0	0	0	0	
Professional Svcs. (Ext.)	280,000	280,000	280,000	280,000	
Signs	35,000	35,000	35,000	35,000	
Traffic Controls	35,000	35,000	35,000	35,000	
Capital Equipment	12,000	12,000	12,000	12,000	
Special Projects	50,000	50,000	50,000	50,000	
Transfer Out	256,411	256,411	256,411	256,411	
Subtotal Transportation	682,411	682,411	682,411	682,411	
Total Expenditures	4,900,000	5,299,703	5,299,703	5,324,703	

WEST VALLEY CITY FITNESS CENTER - FUND 21
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
FITNESS CENTER:				
Facility Drop-In Fees	370,000	370,000	370,000	370,000
Annual Passes	1,498,500	1,498,500	1,498,500	1,498,500
Activity Area	328,000	328,000	328,000	328,000
Community Rooms	40,724	40,724	40,724	40,724
Children's Area	468,000	468,000	468,000	468,000
Aquatics	159,000	159,000	159,000	159,000
Pro Shop	30,000	30,000	30,000	30,000
Snack Bar/Catering	190,000	190,000	190,000	190,000
Sports Programs	205,000	205,000	205,000	205,000
Miscellaneous Rev.	45,500	45,500	45,500	45,500
WestFest	0	0	0	152,167
Appropriation from Fund Balance	2,274	133,641	133,641	133,641
Total Fitness Center	3,336,998	3,468,365	3,468,365	3,620,532

WEST VALLEY CITY FITNESS CENTER - FUND 21
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
FITNESS CENTER:				
Transfers In GF/				
Property Tax	0	0	0	0
Operating Infusion	(1,361,086)	(1,361,086)	(1,361,086)	(1,361,086)
Community Serv. Fd Contribution	0	0	0	0
Permanent Employees	1,104,280	1,104,280	1,104,280	1,104,280
O.T. Employees	8,000	8,000	8,000	8,000
Temporary Employees	1,272,190	1,272,190	1,272,190	1,272,190
Additional Pay	10,000	10,000	10,000	10,000
Employee Benefits	616,324	616,324	616,324	616,324
Uniform Allowance	500	500	500	500
Books & Dues	1,300	1,300	1,300	1,300
Advertising	25,000	25,000	25,000	25,000
Travel & Training	23,000	23,000	23,000	23,000
Office Supplies	43,000	43,000	43,000	43,000
Snack Bar	140,000	140,000	140,000	140,000
Equipment Maint.	225,000	225,000	225,000	225,000
Gasoline & Diesel	4,000	4,000	4,000	4,000
Software	45,390	45,390	45,390	45,390
Building/Grounds	51,000	51,000	51,000	51,000
Utilities	273,842	273,842	273,842	273,842
Telephone	12,000	12,000	12,000	12,000
Professional Services	370,000	370,000	370,000	370,000
General Health	5,000	5,000	5,000	5,000
Special Supplies	37,000	139,199	139,199	139,199
Healthy Community Grant	0	0	0	0
Children's Programs	85,000	85,000	85,000	85,000
Adult Programs	45,000	45,000	45,000	45,000
Aquatics	25,000	54,167	54,167	54,167
WestFest	0	0	0	152,167
Insurance	74,600	74,600	74,600	74,600
Capital Equipment	100,000	100,000	100,000	100,000
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000
Trustee Fees (Transfer to GL)	0	0	0	0
Debt Service (Transfer to GL)	71,658	71,658	71,658	71,658
Transfer for Police Substation	0	0	0	0
Total Fitness Center	3,336,998	3,468,365	3,468,365	3,620,532

WEST VALLEY CITY THEATER - FUND 23
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
THEATER:				
Theater	253,199	253,199	253,199	253,199
Concessions	25,000	25,000	25,000	25,000
Costume Rentals	15,000	15,000	15,000	15,000
Donations	0	0	0	0
Ticket Sales	0	0	0	0
Theater Rental	20,000	20,000	20,000	20,000
Appropriation from Fund Balance	0	0	0	0
Total Theater	313,199	313,199	313,199	313,199

WEST VALLEY CITY THEATER - FUND 23
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
THEATER:				
Books & Dues	5,500	5,500	5,500	5,500
Advertising	5,000	5,000	5,000	5,000
Travel & Training	4,000	4,000	4,000	4,000
Office Supplies	15,000	15,000	15,000	15,000
Equip. Maintenance	10,500	10,500	10,500	10,500
Gasoline	1,250	1,250	1,250	1,250
Auto Maintenance	900	900	900	900
Auto Parts	1,200	1,200	1,200	1,200
Software	10,000	10,000	10,000	10,000
Building & Grounds	35,000	35,000	35,000	35,000
Utilities	130,000	130,000	130,000	130,000
Telephone	8,000	8,000	8,000	8,000
Contingency	35,000	35,000	35,000	35,000
Professional Services	10,000	10,000	10,000	10,000
General Health	250	250	250	250
Special Supplies	10,000	10,000	10,000	10,000
Signs	5,000	5,000	5,000	5,000
Special Projects	10,000	10,000	10,000	10,000
Capital Equipment	0	0	0	0
Transfer Out to Cap Res (BA)	50,000	50,000	50,000	50,000
Transfer Out to CIP	0	0	0	0
Transfer In from Foundation Fd	0	0	0	0
Transfer In from Gen.Fund	(50,000)	(50,000)	(50,000)	(50,000)
Appropriation to Fund Balance	16,599	16,599	16,599	16,599
Total Theater	313,199	313,199	313,199	313,199

WEST VALLEY CITY ARENA - FUND 25
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
ARENA REVENUES	5,708,000	5,708,000	5,708,000	5,708,000

WEST VALLEY CITY ARENA - FUND 25
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
ARENA:				
Operations	6,070,343	6,070,343	6,070,343	6,070,343
Transfers Out	2,500,700	2,500,700	2,500,700	2,500,700
Transfers In	(2,863,043)	(2,863,043)	(2,863,043)	(2,863,043)
Total Arena	5,708,000	5,708,000	5,708,000	5,708,000

WEST VALLEY CITY SANITATION - FUND 27
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
SANITATION:				
Garbage Fees	5,950,000	5,950,000	5,950,000	5,950,000
Interest	0	0	0	0
Appropriation from Fund Balance	280,533	280,533	280,533	280,533
Total	6,230,533	6,230,533	6,230,533	6,230,533

WEST VALLEY CITY SANITATION - FUND 27
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
SANITATION:				
Permanent Employees	153,412	153,412	153,412	153,412
O.T. Employees	3,000	3,000	3,000	3,000
Temporary Employees	6,000	6,000	6,000	6,000
Employee Benefits	59,910	59,910	59,910	59,910
Books/Subscriptions	650	650	650	650
Travel & Training	2,500	2,500	2,500	2,500
Office Supplies	7,000	7,000	7,000	7,000
Gasoline & Diesel	6,000	6,000	6,000	6,000
Auto Parts	5,000	5,000	5,000	5,000
Prof. Services Internal	1,222,061	1,222,061	1,222,061	1,222,061
Prof. Services External	3,000,000	3,000,000	3,000,000	3,000,000
Landfill Fees	1,530,000	1,530,000	1,530,000	1,530,000
Special Supplies	135,000	135,000	135,000	135,000
Insurance	0	0	0	0
Capital Equipment	65,000	65,000	65,000	65,000
Transfer Out	0	0	0	0
Transfer In	0	0	0	0
Clean & Beautiful Expenses	8,855	8,855	8,855	8,855
Clean & Beautiful Transfer Out	26,145	26,145	26,145	26,145
Appropriation to Fund Balance	0	0	0	0
Total	6,230,533	6,230,533	6,230,533	6,230,533

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Road Impact Fees	300,000	300,000	300,000	300,000
Interest	0	0	0	0
Appropriation from Fund Balance	0	0	0	650,000
Total	300,000	300,000	300,000	950,000

WEST VALLEY CITY ROAD IMPACT FEES - FUND 31
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Professional Services	100,000	100,000	100,000	100,000
Road Projects	200,000	0	0	0
Impact Fee Reimbursements	0	0	0	0
Transfer Out	0	200,000	200,000	850,000
Total Expenditures	300,000	300,000	300,000	950,000

WEST VALLEY CITY PARK IMPACT FEES - FUND 32
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Park Impact Fees	500,000	500,000	500,000	500,000
Interest	0	0	0	0
Appropriation from Fund Balance	0	54,566	54,566	2,054,566
Total Revenue	500,000	554,566	554,566	2,554,566

WEST VALLEY CITY PARK IMPACT FEES - FUND 32
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Park Impact Expenses	500,000	554,566	554,566	2,054,566
Transfers Out	0	0	0	0
Total Expenditures	500,000	554,566	554,566	2,054,566

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Fire Impact Fees - Facility	300,000	300,000	300,000	300,000
Fire Impact Fees - Apparatus	0	0	0	0
Interest	0	0	0	0
Total Revenue	300,000	300,000	300,000	300,000

WEST VALLEY CITY FIRE IMPACT FEES - FUND 33
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Fire Station 74 Debt Transfer (GF)	300,000	300,000	300,000	300,000
Total Expenditures	300,000	300,000	300,000	300,000

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Police Impact Fees	450,000	450,000	450,000	450,000
Interest	0	0	0	0
Appropriation from Fund Balance	0	0	0	0
Total Revenue	450,000	450,000	450,000	450,000

WEST VALLEY CITY POLICE IMPACT FEES - FUND 34
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Police Debt Serv Transfer to Gen Fd	450,000	450,000	450,000	450,000
Total Expenditures	450,000	450,000	450,000	450,000

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
FLOOD IMPACT FEES:				
Decker District	0	0	0	0
Brighton District	0	0	0	0
Riter District	0	0	0	0
Lake Park District	0	0	0	0
Appropriation from Fund Balance	250,000	250,000	250,000	250,000
Total Revenue	250,000	250,000	250,000	250,000

WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Riter District	250,000	250,000	250,000	250,000
Total Expenditure	250,000	250,000	250,000	250,000

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
STORM WATER UTILITY:				
Storm Water Utility Fees	5,335,000	5,335,000	5,335,000	5,335,000
Interest Income	0	0	0	0
Penalties/Late Fees	0	0	0	0
Gain on Sale of Assets	0	0	0	0
Miscellaneous Revenue	0	0	0	0
Appropriation from Fund Balance	1,527,468	1,527,468	1,527,468	1,527,468
Total Revenue	6,862,468	6,862,468	6,862,468	6,862,468

WEST VALLEY CITY STORM WATER UTILITY - FUND 36
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
STORMWATER OPERATIONS:				
Travel & Training	5,000	5,000	5,000	5,000
Office Supplies	0	0	0	0
Equip Maintenance	60,000	60,000	60,000	60,000
Fuel	25,000	25,000	25,000	25,000
Auto Maintenance	52,000	52,000	52,000	52,000
Vehicle Parts	60,000	60,000	60,000	60,000
Utilities	32,000	32,000	32,000	32,000
Prof./Tech (internal)	521,604	521,604	521,604	521,604
Prof./Tech. (external)	70,000	70,000	70,000	70,000
Special Supplies	75,000	75,000	75,000	75,000
Insurance	10,000	10,000	10,000	10,000
Capital Equipment	510,000	510,000	510,000	510,000
Special Projects	0	0	0	0
Depreciation	1,517,900	1,517,900	1,517,900	1,517,900
Subtotal	2,938,504	2,938,504	2,938,504	2,938,504
STORMWATER ENIGEERING PROJECTS:				
Books/Dues	0	0	0	0
Travel & Training	9,000	9,000	9,000	9,000
Office Supplies	3,800	3,800	3,800	3,800
Equip. Maintenance	0	0	0	0
Fuel	0	0	0	0
Software	17,500	17,500	17,500	17,500
Prof/Tech (internal)	749,629	749,629	749,629	749,629
Prof./Tech. (external)	22,200	22,200	22,200	22,200
Special Supplies	11,000	11,000	11,000	11,000
Special Projects	1,913,741	1,913,741	1,913,741	100,000 7
Capitalized Spec Proj	0	0	0	0
Debt Service	0	0	0	0
Subtotal	2,726,870	2,726,870	2,726,870	913,129
STORMWATER ADMINISTRATON:				
Public Notices	20,000	20,000	20,000	20,000
Office Supplies	1,000	1,000	1,000	1,000
Prof/Tech (internal)	911,683	911,683	911,683	911,683
Prof./Tech. (external)	8,000	8,000	8,000	8,000
Transfer Out	256,411	256,411	256,411	2,070,152 7
Transfer In	0	0	0	0
Subtotal	1,197,094	1,197,094	1,197,094	3,010,835
Total Expenditure	6,862,468	6,862,468	6,862,468	6,862,468

THE DIVISION OF ARTS AND CULTURE - FUND 37
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Cultural Center:				
Cultural Center Revenue	643,199	643,199	643,199	643,199
Concessions/Alcohol Revenue	30,000	30,000	30,000	30,000
Donations/Endow/Grants	0	0	0	0
Catering Commission	35,000	35,000	35,000	35,000
Membership/Season Tickets	0	0	0	0
Art Sales	0	0	0	0
Pop-Up Art	0	0	0	0
Appropriation from Fund Balance	0	19,300	19,300	19,300
Total Revenue	708,199	727,499	727,499	727,499

THE DIVISION OF ARTS AND CULTURE - FUND 37
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Operations:				
Permanent Employees	1,333,289	1,333,289	1,333,289	1,333,289
Overtime	10,000	10,000	10,000	10,000
Temporary Employees	312,979	312,979	312,979	312,979
Employee Benefits	503,128	503,128	503,128	503,128
Books & Dues	5,000	5,000	5,000	5,000
Advertising	5,000	5,000	5,000	5,000
Travel & Training	6,000	6,000	6,000	6,000
Office Supplies	23,000	23,000	23,000	23,000
Equip. Maintenance	20,500	20,500	20,500	20,500
Gasoline	1,250	1,250	1,250	1,250
Auto Maintenance	900	900	900	900
Auto Parts	900	900	900	900
Software	10,000	10,000	10,000	10,000
Building & Grounds	50,000	50,000	50,000	50,000
Utilities	150,847	150,847	150,847	150,847
Telephone	12,000	12,000	12,000	12,000
Contingency	60,000	79,300	79,300	79,300
Professional Services	8,028	8,028	8,028	8,028
General Health	250	250	250	250
Special Supplies	25,000	25,000	25,000	25,000
Signs	2,500	2,500	2,500	2,500
Insurance	10,000	10,000	10,000	10,000
Sold Services	(321,544)	(321,544)	(321,544)	(321,544)
Special Projects	15,000	15,000	15,000	15,000
Cost of Goods Sold	5,000	5,000	5,000	5,000
Transfer Out	19,109	19,109	19,109	19,109
Transfer In from GF	(1,312,587)	(1,312,587)	(1,312,587)	(1,312,587)
Transfer In from Foundation	(291,000)	(291,000)	(291,000)	(291,000)
Subtotal Operations	664,549	683,849	683,849	683,849
Maintenance:				
Equipment Maintenance	16,450	16,450	16,450	16,450
Gasoline	1,200	1,200	1,200	1,200
Building & Grounds	26,000	26,000	26,000	26,000
Subtotal Maintenance	43,650	43,650	43,650	43,650
Total Expenditures	708,199	727,499	727,499	727,499

UCCC FOUNDATION - FUND 38
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Arts Foundation:				
Art Sales	5,000	5,000	5,000	5,000
Donations/Contributions	386,000	386,000	386,000	386,000
Restricted Purpose Donations	20,000	57,970	57,970	57,970
TRCC Grant	0	0	0	0
Sustainability Grant	0	0	0	0
ZAP Grant	0	0	0	0
Gallery Exhibits/Receptions	3,500	3,500	3,500	3,500
ARTragous Program	5,000	5,000	5,000	5,000
Day of the Dead	20,000	20,000	20,000	20,000
Theatrical Productions	555,000	555,000	555,000	555,000
Greek Show Program	5,000	5,000	5,000	5,000
Wasatch International Food Festival	0	0	0	0
Summer Play	5,000	5,000	5,000	5,000
Total Revenue	<u>1,004,500</u>	<u>1,042,470</u>	<u>1,042,470</u>	<u>1,042,470</u>

UCCC FOUNDATION - FUND 38
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
Operations:				
Professional/Technical	4,000	4,000	4,000	4,000
Special Supplies	19,960	19,960	19,960	19,960
Special Projects	15,000	52,970	52,970	52,970
Gallery Exhibits/Receptions	15,000	15,000	15,000	15,000
WorldStage Concerts	20,000	20,000	20,000	20,000
Artrageous	43,000	43,000	43,000	43,000
Summer Concerts	30,000	30,000	30,000	30,000
Day of the Dead Celebration	10,000	10,000	10,000	10,000
Theatre Productions	506,500	506,500	506,500	506,500
Greek Show	5,000	5,000	5,000	5,000
Shakespeare Educational Program	5,000	5,000	5,000	5,000
Wasatch International Food Festival	60,000	60,000	60,000	60,000
Transfer Out to UCCC	291,000	291,000	291,000	291,000
Transfer In	(19,960)	(19,960)	(19,960)	(19,960)
Total Expenditures	<u>1,004,500</u>	<u>1,042,470</u>	<u>1,042,470</u>	<u>1,042,470</u>

WEST VALLEY CITY STREET LIGHTS - FUND 39
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
STREET LIGHTS:				
Street Light Fees	1,300,000	1,300,000	1,300,000	1,300,000
Interest	0	0	0	0
Appropriation from Fund Balance	0	292,372	292,372	292,372
Total	1,300,000	1,592,372	1,592,372	1,592,372

WEST VALLEY CITY STREET LIGHTS - FUND 39
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
STREET LIGHTS:				
Permanent Employees	194,321	194,321	194,321	194,321
O.T. Employees	1,000	1,000	1,000	1,000
Temporary Employees	4,000	4,000	4,000	4,000
Employee Benefits	74,910	74,910	74,910	74,910
Equipment Maintenance	200,000	201,434	201,434	201,434
Gasoline & Diesel	15,000	15,000	15,000	15,000
Software	5,000	5,000	5,000	5,000
Utilities	100,000	100,000	100,000	100,000
Prof./Tech (internal)	77,000	77,000	77,000	77,000
Prof./Tech. (external)	150,000	150,000	150,000	150,000
Capital Equipment	50,000	340,938	340,938	340,938
Special Projects	277,756	277,756	277,756	277,756
Transfer Out	151,013	151,013	151,013	151,013
Total	1,300,000	1,592,372	1,592,372	1,592,372

CAPITAL IMPROVEMENTS FUND - FUND 45
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
REVENUES:					
Miscellaneous	0	0	0	0	
Developer Capital Fees/Contrib.	0	0	0	0	
Fed/State Capital Projects	0	0	0	500,000	13
SL County Capital Projects	0	0	0	1,350,000	17
Fire Apparatus Reimbursement	0	72,028	72,028	108,164	18
Interest	0	0	0	0	
Gain on Sale of Asset	0	0	65,550	67,750	22
Total Revenues	0	72,028	137,578	2,025,914	
OTHER SOURCES:					
Bond/Lease Proceeds	0	3,761,783	3,761,783	3,761,783	
Appropriation from Fund Balance	1,480,981	22,321,583	22,906,453	23,636,453	12
Total Other Sources	1,480,981	26,083,366	26,668,236	27,398,236	
Total Revenue and Other Sources	1,480,981	26,155,394	26,805,814	29,424,151	

CAPITAL IMPROVEMENTS FUND - FUND 45
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
EXPENDITURES:					
Rolling Stock Lease Payments	557,046	557,046	557,046	557,046	
Facilities Projects	0	136,953	360,953	1,090,953	12
Arena Renovations	0	0	0	500,000	13
Parkway Blvd Widening	0	299,830	299,830	1,949,830	7
2450 S Roadway Extension	0	2,307,019	2,307,019	2,307,019	
2700 W Improvement Project	0	68,174	68,174	68,174	
4100 S Reconstruction	0	82,644	82,644	82,644	
4700 S Reconstruction	0	3,624,230	3,624,230	3,624,230	
PW/Parks Building	0	600,550	600,550	600,550	
Overlay Projects	0	331,337	331,337	331,337	
MVC Betterments	0	1,473,421	1,473,421	1,473,421	
West Valley IFFP	0	3,043	3,043	3,043	
City Courts/Legal Bldg	0	8,462,938	8,462,938	8,452,865	11
2020 CDBG Pedestrian Ramps	0	40,326	40,326	40,326	
Crystal Avenue	0	1,580,175	1,580,175	1,580,175	
Energy Efficiency Upgrades	0	854,172	854,172	854,172	
Crosstowne Trail	0	21,257	21,257	1,371,257	17
3500 S 5200 W Safe Sidewalks	0	43,519	43,519	68,519	7
Veterans Memorial Park	0	0	0	0	
2022 Pedestrian Ramps	0	141,682	141,682	141,682	
3100 S ATP Overlay (Bike Lanes)	0	4,457,200	4,457,200	4,457,200	
Roads Bond Projects	0	1,940,337	1,940,337	1,940,337	
Transportation Sales Tax Projects	2,500,000	5,290,839	5,290,839	5,290,839	
Parking Lots UCCC & Centennial Park	0	183,154	183,154	183,154	
6800 West Improvements	0	0	0	188,741	7
6800 West Pond Overflow	0	0	0	600,000	7
Admin Special Projects	0	0	0	0	
Finance Special Projects	0	4,550	4,550	4,550	
CED Special Projects	0	0	0	0	
CPD Special Projects	0	66,637	66,637	66,637	
Police Special Projects	0	37,136	37,136	37,136	
Fire Special Projects	0	478,603	1,063,473	1,052,254	6,18,25
Parks Special Projects	0	74,025	74,025	74,025	
Rolling Stock	0	2,620,890	2,686,440	2,753,640	22,25
Transfers Out	1,480,981	1,587,088	1,587,088	1,607,161	11,25
Transfers In	(3,057,046)	(11,213,382)	(11,437,382)	(13,928,767)	6,7
Appropriation to Fund Balance	0	0	0	0	
Total Expenditures	1,480,981	26,155,394	26,805,814	29,424,151	

THE RIDGE GOLF CLUB FUND - FUND 55
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
OPERATING REVENUE:					
Green Fees	808,000	808,000	808,000	808,000	
Driving Range	42,000	42,000	42,000	42,000	
Carts	380,000	380,000	380,000	380,000	
Pull Carts	0	0	0	0	
Golf Club Rentals	2,000	2,000	2,000	2,000	
Gratuities - Operations	55,000	55,000	55,000	55,000	
Pro Shop	160,000	160,000	160,000	200,000	19
Grill/Catering	285,000	285,000	285,000	285,000	
Gratuities - Grill & Catering	0	0	0	0	
Miscellaneous	5,000	5,000	5,000	5,000	
Gain on Sale of Assets	35,000	35,000	35,000	35,000	
Appropriation from Fund Balance	543,694	543,694	543,694	543,694	
Total Revenue	2,315,694	2,315,694	2,315,694	2,355,694	

THE RIDGE GOLF CLUB FUND - FUND 55
EXPENSE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
OPERATING EXPENSES					
OPERATIONS:					
Personnel	389,013	389,013	389,013	389,013	
Operations	177,564	406,564	419,564	419,564	
Professional Services	31,405	31,405	31,405	31,405	
Utilities	36,000	36,000	36,000	36,000	
Operations Subtotal	633,982	862,982	875,982	875,982	
MAINTENANCE:					
Personnel	389,043	389,043	389,043	389,043	
Operating Supplies	215,760	215,760	215,760	333,796	16
Utilities	181,250	181,250	181,250	181,250	
Maintenance Subtotal	786,053	786,053	786,053	904,089	
GRILL/CATERING					
Personnel	384,974	384,974	384,974	384,974	
Operating Supplies	66,100	66,100	66,100	66,100	
Snack Bar Subtotal	451,074	451,074	451,074	451,074	
COST OF SALES:					
Cost of Goods Sold	105,000	105,000	105,000	145,000	19
Grill/Snack Bar	150,000	150,000	150,000	150,000	
Depreciation	189,585	189,585	189,585	189,585	
Cost of Sales Subtotal	444,585	444,585	444,585	484,585	
Total Operating Expenses	2,315,694	2,544,694	2,557,694	2,715,730	
NON-OPERATING EXPENSES:					
Transfer In	0	(229,000)	(242,000)	(360,036)	16
Transfer Out	0	0	0	0	
Total Non-Operating Expenses	0	(229,000)	(242,000)	(360,036)	
Total Expenses	2,315,694	2,315,694	2,315,694	2,355,694	

STONEBRIDGE GOLF COURSE FUND - FUND 57
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
OPERATING REVENUE:				
Green Fees	920,000	920,000	920,000	920,000
Driving Range	20,000	20,000	20,000	20,000
Carts	350,000	350,000	350,000	350,000
Pull Carts	0	0	0	0
Rental Clubs	9,000	9,000	9,000	9,000
Gratuities - Operations	77,000	77,000	77,000	77,000
Pro Shop	200,000	200,000	200,000	200,000
Grill/Catering	475,000	475,000	475,000	475,000
Gratuities - Grill & Catering	0	0	0	0
Misc.	5,000	5,000	5,000	5,000
Total Op. Revenue	2,056,000	2,056,000	2,056,000	2,056,000
NON-OPERATING REVENUE:				
Gain on Sale of Assets	0	0	0	0
Interest	0	0	0	0
Appropriation from Fund Balance	486,224	486,224	486,224	486,224
Total Non-Operating Rev	486,224	486,224	486,224	486,224
Total Revenue	2,542,224	2,542,224	2,542,224	2,542,224

STONEBRIDGE GOLF COURSE FUND - FUND 57
EXPENSE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
OPERATING EXPENSES				
OPERATIONS:				
Personnel	504,790	504,790	504,790	504,790
Operations	233,631	233,631	233,631	233,631
Professional Services	45,000	45,000	45,000	45,000
Utilities	45,000	45,000	45,000	45,000
Operations Subtotal	828,421	828,421	828,421	828,421
MAINTENANCE:				
Personnel	427,075	427,075	427,075	427,075
Operating Supplies	243,051	243,051	243,051	532,844 16
Utilities	180,750	180,750	180,750	180,750
Maintenance Subtotal	850,876	850,876	850,876	1,140,669
GRILL/CATERING:				
Personnel	343,929	343,929	343,929	343,929
Operating Supplies	102,400	122,368	122,368	122,368
Snack Bar Subtotal	446,329	466,297	466,297	466,297
COST OF SALES:				
Cost of Goods Sold	140,000	140,000	140,000	140,000
Grill/Snack Bar	180,000	180,000	180,000	180,000
Depreciation	96,598	96,598	96,598	96,598
Cost of Sales Subtotal	416,598	416,598	416,598	416,598
Total Oper Expenses	2,542,224	2,562,192	2,562,192	2,851,985
NON-OPERATING EXPENSES:				
Sales Tax Rev Bonds S 2016	0	0	0	0
Transfer In from (GF)	0	(19,968)	(19,968)	(309,761) 16
Transfer Out	0	0	0	0
Total Non-Operating Expenses	0	(19,968)	(19,968)	(309,761)
Total Expenses	2,542,224	2,542,224	2,542,224	2,542,224

GRANTS - FUND 60
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
CDBG Projects	145,853	3,353,788	3,353,788	3,353,788	
HOME & Federal Grants	0	198,000	502,882	635,260	3
State Grants	0	268,043	713,993	739,630	14,15
Other Governmental Agencies	0	0	0	0	
Subtotal	145,853	3,819,831	4,570,664	4,728,679	

GRANTS - FUND 60
EXPENDITURE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings	
Personnel	145,853	145,853	145,853	145,853	
General Operations	0	81,140	81,140	81,140	
CDBG Projects	0	3,126,795	3,126,795	3,126,795	
HOME & Federal Grants	0	198,000	502,882	635,260	3
State Grants	0	268,043	713,993	739,630	14,15
Other Governmental Agencies	0	0	0	0	
Subtotal	145,853	3,819,831	4,570,664	4,728,679	

AMBULANCE FUND - FUND 66
REVENUE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
OPERATING REVENUE:				
Ambulance Fees	3,404,086	3,404,086	3,404,086	3,404,086
Collections Proceeds	125,000	125,000	125,000	125,000
Gain on Sale of Assets	0	0	0	0
Misc.	0	0	0	0
Funding Other Souce	0	0	0	215,000
Appropriation from Fund Balance	0	294,702	294,702	294,702
Total Operating Revenue	3,529,086	3,823,788	3,823,788	4,038,788

AMBULANCE FUND - FUND 66
EXPENSE STATEMENT

	Adopted 2022-2023	Sept 2022 Openings	Dec 2022 Openings	Mar 2023 Openings
OPERATING EXPENSES				
OPERATIONS				
Permanent Employees	1,114,830	1,114,830	1,114,830	1,114,830
Overtime	46,970	46,970	46,970	60,412
Additional Pay	0	0	0	0
Employee Benefits	459,569	459,569	459,569	459,569
Uniform Allowance	14,400	14,400	14,400	14,400
Travel/Training	5,825	5,825	5,825	5,825
Office Supplies	2,390	2,390	2,390	2,390
Equipment Maint.	2,987	2,987	2,987	2,987
Gas/Diesel	30,588	30,588	30,588	30,588
Auto Maintenance	52,974	52,974	52,974	52,974
Auto Parts	43,000	43,000	43,000	43,000
Prof/Tech WVC	400,000	400,000	400,000	400,000
Billing Services	165,000	165,000	165,000	165,000
Ambulance Service Provider Assess.	115,000	115,000	115,000	115,000
Public Safety Supplies	93,450	93,450	93,450	93,450
Insurance	7,650	7,650	7,650	7,650
Capital Equipment	0	294,702	294,702	509,702
Depreciation	401,987	401,987	401,987	401,987
Total Operating Expenses	2,956,620	3,251,322	3,251,322	3,479,764
NON-OPERATING EXPENSES:				
Lease Agreement	360,983	360,983	360,983	360,983
Transfer Out to CIP	211,483	211,483	211,483	211,483
Transfer In	0	0	0	(13,442)
Total Non-Operating Expenses	572,466	572,466	572,466	559,024
Total Expenses	3,529,086	3,823,788	3,823,788	4,038,788

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

Current Budget Openings for Approval

BUDGET OPENING
JAN 2023 - MAR 2023
WEST VALLEY CITY CORP.
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
GRANTS			
2	\$ 36,000.00	UDOT TPA Grant (UDOT Technical Planning Assistance Program Funds Grant for CED)	State of Utah
3	\$ 132,378.00	2022 JAG Grant (2022 Police Dept JAG Grant)	US Dept of Justice
14	\$ 5,636.00	EMS Grant FY 22-23 - Fire Dept (Emergency Medical Services Grant for Fire Dept.)	State of Utah
15	\$ 20,000.78	Police Dept Additional Liquor Tax Grant FY 22-23 (Funds used for equipment, DUI enforcement and alcohol cessation programs)	State of Utah
OTHER			
1	\$ 41,899.14	Fire Dept Overtime (Fire Dept Reimbursement for Deployment to the Moose and Four Corners Fires)	State of Utah
4	\$ 96,441.59	Fire Dept Overtime (Fire Dept Reimbursement for Initial Attacks and Four Corners Deployments)	State of Utah
5	\$ 25,000.00	Adlumin Annual Service Fee (IT Security Services)	General Fund Balance
6	\$ 65,644.74	Fire Dept Deployment Reimbursement for the Moose Fire (Reimbursement Used for tools for new Ladder Truck, PPE & future projects)	State of Utah
7		Public Works Projects	
	\$ 25,000.00	(3500 S 5200 W Safe Sidewalks)	Current Year Storm Water Budget
	\$ 188,741.00	(6800 West Improvements)	Current Year Storm Water Budget
	\$ 600,000.00	(6800 West Pond Overflow)	Current Year Storm Water Budget
	\$ 1,000,000.00	(Parkway Blvd Widening MVC to 6400 W)	Current Year Storm Water Budget
	\$ 650,000.00	(Parkway Blvd Widening MVC to 6400 W)	Road Impact Fees Fund Balance
8	\$ 1,581,264.24	Brock Property Purchase (Future Public Park)	General Fund Balance
9	\$ 2,000,000.00	Parks Projects in Progress (To Cover Current Expenditures)	Park Impact Fees Fund Balance

No.	Amount	Description	Source
10	\$ 92,750.00	Utah League of Cities and Towns Annual Dues (Current Fiscal Year Dues)	General Fund Balance
11	\$ 10,073.00	MBA WVC Lease Revenue Bonds 2022 (Justice Court Project) Issuance Fees (Transfer to Cover Issuance Fees in Building Authority)	Transfer from CIP to Building Authority
12		City Hall Improvement Projects	
	\$ 520,000.00	(City Hall Stairs and Sidewalk Replacement)	CIP Fund Balance
	\$ 160,000.00	(Renovate Monuments at City Hall Entrances)	CIP Fund Balance
	\$ 50,000.00	(Replace Trees at City Hall)	CIP Fund Balance
13	\$ 500,000.00	Arena Renovation (Pass-Through Funding Agreement for the Arena Renovation)	State of Utah
16	\$ 289,793.00	Stonebridge Netting and Maintenance Equipment	General Fund Balance
	\$ 118,036.00	The Ridge Maintenance Equipment (Replace the Netting at Stonebridge and Purchase Maintenance Equipment for both Golf Courses)	General Fund Balance
17	\$ 1,350,000.00	Cross Towne Trail Project (Interlocal Agreement with Salt Lake County for Cross Towne Trail Project)	Salt Lake County
18		Fire Department Reimbursements	
	\$ 29,935.56	(EMAC Deployment Reimbursement)	State of Utah
	\$ 6,200.80	(Assistance with Hurricane Laura)	Salt Lake Search and Rescue
	\$ 1,716.00	(Refund for Medical Supplies Purchased)	Lexipol LLC
19	\$ 40,000.00	The Ridge Pro Shop Merchandise (Budget needed to cover additional Pro Shop Merchandise for the upcoming 2023 season)	Pro Shop Sales
20	\$ 17,729.00	Purchase of Cellphones, Computers and Radio Equipment (Use of Sales of Surplus Equipment to Purchase New Cellphones, Computers and/or Radios)	Sale of Surplus Equipment
21	\$ 85,000.00	New Budget for WestFest	WestFest Revenue
	\$ 67,166.90	WestFest Operation Funds Transferred to the City (To Establish WestFest Operations at the Fitness Center)	WestFest Revenue
22	\$ 2,200.00	Rolling Stock Replacement and Upfitting (Use of proceeds from the sale of two vehicles)	South Bountiful Auto
23	\$ 4,505.00	My Hometown Donations	Various Donors
	\$ 30,000.00	My Hometown Projects (My Hometown Donations and Projects Funding)	Transfer from Admin to CED
24	\$ 215,000.00	Purchase of Six Zoll Monitors (Fire Dept - Purchase of Six Zoll X-Series Monitors)	Purchase Contract
25	\$ 65,000.00	Upfitting and Building a Grass Fire Truck	CIP Existing Budget
	\$ 10,000.00	Special Public Safety Supplies (Fire Dept. upfitting and build of Grass Fire Truck & Special Public Safety Supplies)	Transfer From Existing Budget
26	\$ 25,000.00	Road Salt for Winter Conditions (Rising Costs and Additional Salt needed for this Winter)	C Road Fund Balance

Previously Approved Budget Openings

BUDGET OPENING
JULY 2022 - SEPT 2022
WEST VALLEY CITY CORP.
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
ROLLOVERS			
2	\$ 1,804.73	Rollover Victims Assistance Funds <i>(Rollover Donated Funds to Assist Victims of Domestic Violence)</i>	General Fund Balance
3	\$ 87,704.81	Rollover PO#22-004807 for the Purchase of the HP Apollo Storage System <i>(HP Apollo Storage System is on Backorder)</i>	General Fund Balance
4	\$ 945,839.37	Rollover Transportation Sales Tax Received in FY 21-22 <i>(Transportation Sales Tax Revenue received in FY 21-22 was above the Budgeted amount for last year)</i>	General Fund Balance
9	\$ 491,349.31	Rollover Fire Dept. Reimbursements for Out of State Fire Suppression Deployments in FY 21-22 <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	CIP Fund Balance
10	\$ 1,305,898.30	Rollover CDBG Projects <i>(Rollover of Project which were not completed in Previous ficals years)</i>	HUD
10	\$ 448,575.47	Rollover CARES Act CDBG-CV Funds <i>(Additional Funds for COVID-19 Response)</i>	HUD
11	\$ 294,702.00	Rollover for New Ambulances for Fire Dept <i>(Two New Ambulances and One Refurbished Ambulance)</i>	Ambulance Fund Balance
11	\$ 156,212.40	Rollover Fire Dept Capital Projects Balance <i>(Rollover of funds not spent in FY 21-22 for Fire Dept Capital Projects)</i>	CIP Fund Balance
14	\$ 1,053.49	Rollover Public Works PO's for Items not yet received	General Fund Balance
14	\$ 399,702.93	Rollover C Roads PO's for Items not yet received	C Roads Fund Balance
14	\$ 292,371.76	Rollover Street Lights PO's for Items/Equipment not yet received	Street Lights Fund Balance
14	\$ 265,419.49	Rollover Rolling Stock PO's for Vehicles not yet received	CIP Fund Balance
14	\$ 967,274.00	Rollover Zions Bank Lease for Ladder Fire Truck <i>(Rollovers for Public Works Dept for items and/or Equipment not yet Received)</i>	Lease Proceeds
15		Rollover CIP/Public Works On-Going Projects	
15	\$ 38,612.51	<i>Arena Parking Lot</i>	CIP Fund Balance
15	\$ 98,340.76	<i>PW - Engineering Renovation</i>	CIP Fund Balance
15	\$ 99,830.00	<i>Parkway Blvd Widening MVC 6400 W</i>	CIP Fund Balance
15	\$ 600,550.01	<i>PW Operations & Parks Bldgs</i>	CIP Fund Balance
15	\$ 82,644.22	<i>4100 S Reconstruction</i>	CIP Fund Balance
15	\$ 5,101.76	<i>2700 W Improvement</i>	CIP Fund Balance
15	\$ 2,962,937.54	<i>City Court/Legal Dept Construction</i>	CIP Fund Balance
15	\$ 1,473,420.51	<i>MVC Betterments 4100 S - SR 201</i>	CIP Fund Balance
15	\$ 3,043.17	<i>West Valley IFFP</i>	CIP Fund Balance
15	\$ 3,624,229.65	<i>4700 S Reconstruction</i>	CIP Fund Balance
15	\$ 2,307,019.46	<i>2540 Roadway - Phase 3</i>	CIP Fund Balance
15	\$ 331,337.00	<i>2022 Seal Coat Project</i>	CIP Fund Balance
15	\$ 63,072.59	<i>2700 W Improvements 4100S-4700S</i>	CIP Fund Balance
15	\$ 40,326.00	<i>2020 CDBG Pedestrian Ramps</i>	CIP Fund Balance

No.	Amount	Description	Source
15	\$ 1,580,175.00	<i>Crystal Avenue</i>	CIP Fund Balance
15	\$ 21,256.86	<i>Crosstowne Trail-2700 W to Bangerter</i>	CIP Fund Balance
15	\$ 43,518.69	<i>3500 S 5200 W Safe Sidewalks</i>	CIP Fund Balance
15	\$ 141,682.25	<i>2022 Pedestrian Ramps Project</i>	CIP Fund Balance
15	\$ 4,457,200.00	<i>3100 S ATP Overlay Project</i>	CIP Fund Balance
15	\$ 1,845,000.02	<i>Transportation Sales Tax Funds</i>	CIP Fund Balance
15	\$ 4,550.29	<i>Finance Dept One-Time Capital Projects</i>	CIP Fund Balance
15	\$ 66,636.51	<i>CPD One-Time Capital Projects</i>	CIP Fund Balance
15	\$ 37,136.12	<i>Police One-Time Capital Projects</i>	CIP Fund Balance
15	\$ 854,172.14	<i>US Bank Lease #20 Energy Efficiency</i>	Lease Proceeds
15	\$ 1,940,337.00	<i>Road Revenue Bonds</i>	Lease Proceeds
17	\$ 32,000.00	Rollover H.R. PO #22-005208 <i>(Rollover to Pay Public Safety & Firefighter Surviving Spouse Trust Fund Contribution)</i>	General Fund Balance
18	\$ 21,971.69	Rollover Operation My Hometown Donated Funds <i>(Donations for Operation My Hometown)</i>	General Fund Balance
19	\$ 19,300.32	Rollover UCCC PO #22-05064 for items not yet received	UCCC Fund Balance
19	\$ 2,700.00	Rollover Park Impact Fees PO #22-003597 for Parks Project not yet completed	Park Impact Fees Fund Balance
19	\$ 20,210.42	Rollover Donated Program Funds for Harman Senior Center	General Fund Balance
19	\$ 131,366.87	Rollover Program Funds for Family Fitness Center <i>(Rollovers for Parks & Rec Dept for Donations and items and/or Equipment not yet Received)</i>	Family Fitness Center Fund Balance
21	\$ 13,414.10	Rollover CED PO #22-005852 <i>(Furniture for My Hometown New Granger Community Resource Center)</i>	General Fund Balance
23	\$ 20,132.00	Rollover Sale of Surplus Equipment from FY 21-22 <i>(For the Purchases of New Cell Phones and Computer Equipment)</i>	General Fund Balance
24	\$ 71,422.38	Rollover Park Maintenance PO's for FY 21-22	General Fund Balance
	\$ 51,866.00	Rollover Park Impact Fee Projects PO's for FY 21-22 <i>(Rollovers for Parks & Rec Dept for Supplies and/or Equipment not yet Received)</i>	Park Impact Fees Fund Balance
GRANTS			
1	\$ 25,000.00	Fire Dept 2019 SHSP Grant <i>(2019 Homeland Security Grant for the Fire Dept.)</i>	State of Utah
7	\$ 243,042.96	VOCA Grant #22VOCA80 FY 2022-23 <i>(Salaries, Benefits, Travel & Training for Victim Advocates)</i>	State of Utah
8	\$ 12,000.00	CDBG Funds for Victims Services <i>(Funding for Victims Services from CDBG Grant)</i>	HUD
12	\$ 1,468,069.00	CDBG Funding for FY 22-23 <i>(CDBG Projects, Operating Exp., and HOME Projects for FY 22-23)</i>	HUD
16	\$ 5,192.16	CDBG Funding for FY 22-23 <i>(Additional Funds for WVC Housing Authority Rental Assistance)</i>	HUD

No.	Amount	Description	Source
25	\$ 37,320.00	UCCC Cultural Captial Facility Grant <i>(Grant to be used for Railings at UCCC)</i>	State of Utah
25	\$ 650.00	Discover Brighter Futures Fund Donation <i>(Donation to be used for Asian & Pacific Islander Event)</i>	Goldman Sachs
OTHER			
5	\$ 5,500,000.00	Transfer MBA Series 2022 Constructions Funds to CIP <i>(Additional Funding for the City Court/Legal Bldg Construction Project)</i>	Bond Proceeds
6	\$ 200,000.00	Parkway Widening Project <i>(Road Widening Project for Parkway Blvd)</i>	Road Impact Fees
13	\$ 72,028.12	Fire Dept. Reimbursement for New Mexico Deployment <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	State of Utah
20	\$ 4,000.00	Healthy in All Policies Grant <i>(Grant for The Healthy West Valley City Coalition)</i>	Get Healthy Utah
22	\$ 1,253,317.00	FY 22-23 Vehicle Purchases <i>(Purchase of Fleet Vehicles)</i>	General Fund Balance
25	\$ 74,025.00	Park Maintenance Purchase of a Ventrac Tractor and Attachments	General Fund Balance
25	\$ 183,154.16	Parking Lot Repairs at UCCC amd Centennial Park	General Fund Balance
25	\$ 229,000.00	Repair/Replace Deck Surface & Handrails at The Ridge	General Fund Balance
25	\$ 19,968.00	Purchase Banquest Room Chairs for Stonebridge <i>(Parks & Rec Department One-time Capital Projects)</i>	General Fund Balance

BUDGET OPENING
OCT 2022 - DEC 2022
WEST VALLEY CITY CORP.
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
ROLLOVERS			
2	\$ 141,432.46	Rollover 2022 Liquor Tax Grant <i>(Funds used for equipment, DUI enforcement and alcohol cessation programs)</i>	State of Utah
2	\$ 9,669.70	Rollover CCJJ Halfway House Grant FY 2020 <i>(Police Operations related to reducing crime in the area of Halfway Houses)</i>	State of Utah
2	\$ 43,420.30	Rollover CCJJ Halfway House Grant FY 2020 <i>(Police Operations related to reducing crime in the area of Halfway Houses)</i>	State of Utah
2	\$ 91,808.43	Rollover 2019 JAG Grant <i>(Justice Assistance Grant used for Police Special Supplies)</i>	US Dept of Justice
2	\$ 9,065.51	Rollover 2020 JAG Grant <i>(Justice Assistance Grant used for Police Special Supplies)</i>	US Dept of Justice
2	\$ 81,273.49	Rollover 2021 JAG Grant <i>(Justice Assistance Grant used for Police Special Supplies)</i>	US Dept of Justice
2	\$ 125,734.96	Rollover 2019-20 CSEF Grant <i>(Coronavirus Supplemental Emergency Funding Program Grant)</i>	US Dept of Justice
4	\$ 26,890.00	Rollover PO for Police Dept <i>(Delivery of Training Ammo for Police was backordered)</i>	General Fund Balance
GRANTS			
3	\$ 49,428.00	SAFG Grant - Police Dept FY 2023 <i>(State Asset Forfeiture Grant FY 2021-22)</i>	State of Utah
9	\$ 12,000.00	Police Dept ICAC Grant FY 22-23 <i>(Internet Crimes Against Children Grant)</i>	State of Utah
10	\$ 60,000.00	CDBG Funds for Police <i>(Funding for the Police Dept from CDBG Grant)</i>	HUD
11	\$ 190,000.00	Police Dept Liquor Tax Grant FY 22-23 <i>(Funds used for equipment, DUI enforcement and alcohol cessation programs)</i>	State of Utah
OTHER			
1	\$ 13,000.00	The Ridge Gate Repair <i>(Replace Entrance Gate at The Ridge which was damaged by a vehicle)</i>	General Fund Balance
5	\$ 65,550.00	Purchase of Police Vehicles <i>(Police Vehicles)</i>	TNT Auction
6	\$ 44,323.00	VECC Speical Assessment FY 22-23 <i>(Special Assessment for Emergency Service Call Center)</i>	General Fund Balance
7	\$ 58,562.00	VECC Annual Increase FY 22-23 <i>(Annual Operating Increase for Emergency Service Call Center)</i>	General Fund Balance

No.	Amount	Description	Source
8	\$ 20,000.00	Harman Home Donation <i>(Donation for Programming at the Senior Center)</i>	General Fund Balance
8	\$ 150,000.00	UCCC Roof Repairs <i>(Utah Cultural Celebration Center Roof Repairs)</i>	General Fund Balance
8	\$ 74,000.00	WVPAC Parking Lot Repairs <i>(Parking Lot Repairs at the Theatre)</i>	General Fund Balance
12	\$ 11,890.57	My Hometown Projects <i>(Donations for My Hometown Projects)</i>	Donations
13	\$ 584,870.07	SCBA's and Related Equipment for Fire Dept <i>(Self-Contained Breathing Apparatus for Fire Dept)</i>	CIP Fund Balance
14	\$ 1,691.70	Fire Dept Overtime <i>(Fire Dept Reimbursement for Deployment to Jacob City)</i>	State of Utah

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

ISSUE:

Amending Chapter 7-2 of the West Valley City Municipal Code, “Land Use Regulations” to create a consistent and enforceable definition of a commercial vehicle.

SYNOPSIS:

West Valley City code 7-2-115 currently prohibits the storage of commercial vehicles within any residential or agricultural zones. However, the current definition utilizes a measurement method that is difficult to ascertain and creates no exceptions for recreational vehicles, government vehicles, or emergency vehicles.

Changes to 7-2-115(1) will change the measurement for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating”. The gross vehicle weight rating is a more readily available number, and the change will allow code enforcement officers to be more consistent and accurate during enforcement. The new definition of a commercial vehicle will include any vehicle with a gross vehicle weight rating of over 14,000 pounds with exceptions for recreational vehicles, emergency vehicles, and government vehicles.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

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Draft Date: 01/18/2023

Date Adopted: _____

Date Effective: _____

WHEREAS, Title 7 of the West Valley City Municipal Code establishes land use regulations; and

WHEREAS, Title 7 Chapter 2 Section 115 of the West Valley City Municipal Code establishes regulations for storage and parking of commercial vehicles in residential zones; and

WHEREAS, the City desires to amend regulations concerning the parking or storage of commercial vehicles in residential and agricultural zones; 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 amend Sections 7-2-115 of the West Valley City Municipal Code.

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 7-2-115 of the West Valley City Municipal Code are hereby amended as follows:

7-2-115. STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL ZONES.

(1) No commercial vehicles ~~trucks, truck tractors, motor vehicles or Commercial trailers~~ which exceed 12,000 pounds gross weight shall be stored or parked for longer than three minutes on any Lot or parcel within any Agricultural or Residential Zone, except while actually loading or unloading merchandise, nor shall any contracting and/or earth-moving equipment be stored or parked on any Lot or parcel in an Agricultural or Residential Zone, except during actual construction.

a. Commercial vehicles include any motor vehicle, trailer, or combination of motor vehicle and trailer with a manufacturer's gross vehicle weight rating or gross combination weight rating of 14,000 pounds or more.

b. Commercial vehicles do not include:

i. Recreational vehicles that are driven solely as family or personal conveyances for noncommercial purposes.

ii. Vehicles owned by the state or local government.

iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.

~~(2)~~(3) Within Front Yards, Recreational Vehicles and boats shall only be parked in front of the garage, in front of the carport or any other portion of the Front Yard that is not directly in front of the house. Parked Recreational Vehicles and boats shall not cover or overlap more than four feet of the front of the house, excluding the garage and carport.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2023.

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WEST VALLEY CITY

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MAYOR

62 ATTEST:

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65 CITY RECORDER

ZT-1-2023 MINUTES
FEBRUARY 22, 2023 PLANNING COMMISSION PUBLIC HEARING

ZT-1-2023
West Valley City

An ordinance change to amend Section 7-2-115 of the zoning ordinance to clarify the measurement standards for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating” for storage of vehicles in Agricultural and Residential zones.

West Valley City code 7-2-115 currently prohibits the storage of commercial vehicles within any residential or agricultural zones. However, the current definition utilizes a measurement method that is difficult to ascertain and creates no exceptions for recreational vehicles, government vehicles, or emergency vehicles.

Changes to 7-2-115(1) will change the measurement for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating”. The gross vehicle weight rating is a more readily available number, and the change will allow code enforcement officers to be more consistent and accurate during enforcement. The new definition of a commercial vehicle will include any vehicle with a gross vehicle weight rating of over 14,000 pounds with exceptions for recreational vehicles, emergency vehicles, and government vehicles.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.
2. Continuance.
3. Denial.

Discussion: Jody Knapp presented the application. She mentioned that during last week’s study meeting, the Commission had asked how West Valley Cities’ commercial vehicle storage restrictions compare to its neighboring cities. Jody said that our Legal Department had provided that information, and she reviewed it with the Planning Commission.

Motion: Commissioner Woodruff motioned to approve ZT-1-2023 as proposed by staff.

Commissioner Winters seconded the motion.

Vote: Commissioner Woodruff Yes

Commissioner Winters	Yes
Commissioner McEwen	Yes
Commissioner Lovato	Yes
Commissioner Wood	Yes
Commissioner Porter	Yes
Chairperson Fuller	Yes

Unanimously – ZT-1-2023 – Approved

ZT-1-2023

Petition by WEST VALLEY CITY to amend Section 7-2-115 of the zoning ordinance to clarify the measurement standards for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating” and establish the allowed vehicle Class size for storage of vehicles in Agricultural and Residential zones. (Staff – Jody Knapp at 801-963-3497 or jody.knapp@wvc-ut.gov)



Gross Vehicle Weight Rating & Parking

COMMERCIAL VEHICLES			
Class 1: 6,000 lbs. and less     Minivan Cargo Van SUV Pickup Truck		Currently allowed in street and driveway	
Class 2: 6,001 lbs. to 10,000 lbs.     Minivan Cargo Van Full Size Pickup Sleep Van			
Class 3: 10,001 lbs. to 14,000 lbs.     Walk-In Box Truck City Delivery Heavy Duty Pickup		Currently allowed with conflicting ordinance for street and driveway	
Class 4: 14,001 lbs. to 16,000 lbs.    Large Walk-In Box Truck City Delivery		Proposed language will prohibit these vehicles altogether	
Class 5: 16,001 lbs. to 19,500 lbs.    Bucket Truck Large Walk-In City Delivery		Currently prohibited in street and driveway	
Class 6: 19,501 lbs. to 26,000 lbs.    Beverage Truck Single Axle Rack Truck			
Class 7: 26,001 lbs. to 33,000 lbs.    Garbage Truck Furniture Truck Tractor			
Class 8: 33,001 lbs. and over     Cement Truck Truck Tractor Dump Truck Sleeper			

Often, GVWR and gross vehicle weight (GVW) are thought to be the same, but they are not. **A truck's GVWR is the maximum weight rating established by the chassis manufacturer. GVW is the total weight of the truck and payload at a point in time.**

Title 7
Lot or Parcel
12,000 lbs
Gross Weight

Title 22
ROW or Street
18,000 lbs
Gross Weight

Title 7-7-115
Home Occup.
One Ton
Class 3

- The US government regulates trucks according to weight. If a truck's GVWR is more than 10,001 pounds, it needs to have a [USDOT number](#) so it can be tracked and inspected for safety's sake. After all, most trucks travel on public roads and if anything happens because a truck is overloaded, responsibility needs to be assigned where responsibility is due.
- If you drive a truck with a GVWR over 10,001 pounds, you need to follow all sorts of regulations to stay safe on the highway. For example, you should have your vehicle inspected at certain state stations along the road.
- Weight classes help you stay on the same page with truck dealers, repair crew, and other similar parties. If you take your vehicle to a service shop, it helps to know the difference between "light duty," "medium duty," and "heavy duty." In case you add or replace any parts, you have to make sure those new parts won't drastically affect the GVWR of your truck.

7-2-115. STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL ZONES.

(1) No ~~commercial vehicles trucks, truck tractors, motor vehicles or Commercial trailers which exceed 12,000 pounds gross weight~~ shall be stored or parked for longer than three minutes on any Lot or parcel within any Agricultural or Residential Zone, except while actually loading or unloading merchandise, nor shall any contracting and/or earth-moving equipment be stored or parked on any Lot or parcel in an Agricultural or Residential Zone, except during actual construction.

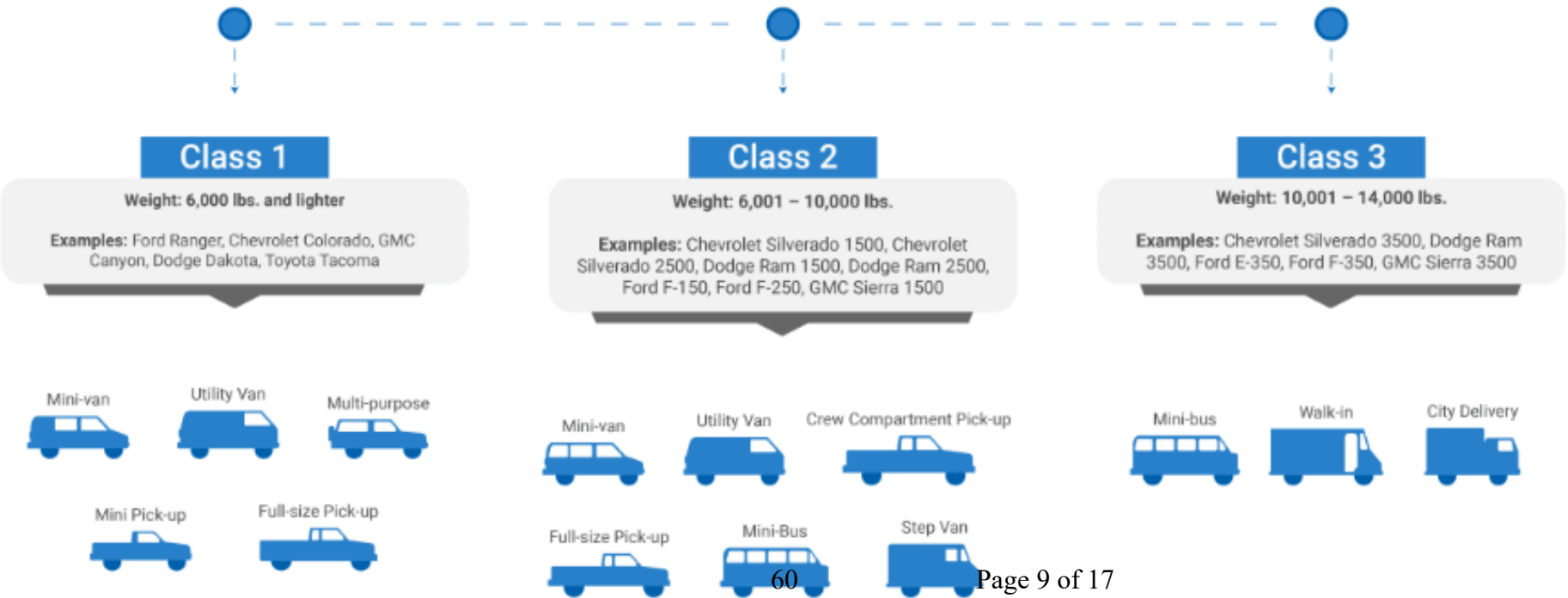
a. Commercial vehicles include any motor vehicle, trailer, or combination of motor vehicle and trailer with a manufacturer's gross vehicle weight rating or gross combination weight rating of 14,000 pounds or more.

b. Commercial vehicles do not include:

- i. Recreational vehicles that are driven solely as family or personal conveyances for noncommercial purposes.
- ii. Vehicles owned by the state or local government.
- iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.

Officially, the government sorts trucks into 8 weight-based classes, although most people differentiate trucks according to whether they’re light, medium, or heavy duty. Since the government and common classes overlap, we’ll talk about both.

Light Duty



CLASS 2





CLASS 3

**GMC
SIERRA**



Medium Duty



Class 4

Weight: 14,001 – 16,000 lbs.

Examples: Dodge Ram 4500, Ford E-450, Ford F-450, GMC 4500

Convencional Van



City Delivery



Large Walk-in



Landscaping/Utility



Class 5

Weight: 16,001 – 19,500 lbs.

Examples: Dodge Ram 5500, Ford F-550, Freightliner M2 GMC 5500, International TerraStar

Bucket



Large Walk-in



City Delivery



Class 6

Weight: 19,501 – 26,000 lbs.

Examples: Chevrolet Kodiak (GMC TopKick) C6500, Ford F-650, Freightliner M2 106, International Durastar 4300

Rack



Single Axle Van



Beverage



School Bus



Stake Body





CLASS
4

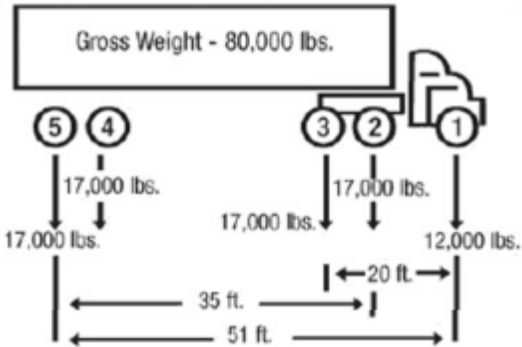
ZT-1-2023
Petition by WEST VALLEY CITY to amend Section 7-2-115 of the zoning ordinance to clarify the measurement standards for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating” and establish the allowed vehicle Class size for storage of vehicles in Agricultural and Residential zones. (Staff – Jody Knapp at 801-963-3497 or jody.knapp@wvc-ut.gov)



CLASS 4

**FORD
E-450**

Utah Cities Restrictions on
Parking and Storage of
Commercial Vehicles



City	Restriction	
Salt Lake City	GVWR of 36,000 lbs but allows for a “Nuisance” program where a neighbor can complain about commercial vehicles.	
West Jordan	12,000 GVWR (Half of Class 3)	
Taylorsville	12,000 Unladen Weight 18,000 with a Trailer Really Hard to Determine	
Ogden	Any vehicle rates for 1 1/2 tons or more. Generally anything over a GVWR of 10,000 LBS (Class 3)	
Provo	Any vehicle rates for 1 1/2 tons or more. Generally anything over a GVWR of 10,000 LBS (Class 3)	
St. George	Anything with more than 2 Axels	

Petition by WEST VALLEY CITY to amend Section 7-2-115 of the zoning ordinance to clarify the measurement standards for a commercial vehicle from the “gross weight” to the “gross vehicle weight rating” and establish the allowed vehicle Class size for storage of vehicles in Agricultural and Residential zones. (Staff – Jody Knapp at 801-963-3497 or jody.knapp@wvc-ut.gov)

7-2-115. STORAGE OF VEHICLES – AGRICULTURAL AND RESIDENTIAL ZONES.

(1) No commercial vehicles ~~trucks, truck tractors, motor vehicles or Commercial trailers which exceed 12,000 pounds gross weight~~ shall be stored or parked for longer than three minutes on any Lot or parcel within any Agricultural or Residential Zone, except while actually loading or unloading merchandise, nor shall any contracting and/or earth-moving equipment be stored or parked on any Lot or parcel in an Agricultural or Residential Zone, except during actual construction.

a. Commercial vehicles include any motor vehicle, trailer, or combination of motor vehicle and trailer with a manufacturer's gross vehicle weight rating or gross combination weight rating of 14,000 pounds or more.

b. Commercial vehicles do not include:

i. Recreational vehicles that are driven solely as family or personal conveyances for noncommercial purposes.

ii. Vehicles owned by the state or local government.

iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.

Item #:	
Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	NO

ISSUE:

Amending Chapter 22-2 of the West Valley City Municipal Code, “Civil Traffic Enforcement Program,” to increase the fine for repeat offenders, create an affirmative defense to the prohibition to parking recreational vehicles on the street during real property maintenance or construction, and standardize the definition of a commercial vehicle.

SYNOPSIS:

If approved, this ordinance will amend Subsections 22-2-116 and 22-2-203.

Changes to 22-2-116(2) alters the existing defense for parking recreational vehicles on the street for 24 hours by requiring it to be near the owner’s residence. It creates a new affirmative defense that will allow individuals to park recreational vehicles on the street next to their own residence for up to 7 days to allow for real property maintenance.

Changes to 22-2-116(4) will change the measurement for a commercial vehicle from the “gross weight of a vehicle” to the “gross vehicle weight rating”. The gross vehicle weight rating is a more readily available number, and the change will allow the parking officers to be more consistent and accurate during enforcement. The new definition of a commercial vehicle will include any vehicle with a gross vehicle weight rating of over 14,000 pounds with exceptions for recreational vehicles, emergency vehicles, and government vehicles.

Changes to 22-2-203 will increase the civil penalties for repetitive offenders by \$50.00 each citation within a 12-month period.

RECOMMENDATION:

Adopt the ordinance change.

SUBMITTED BY:

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 01/18/2023

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 22-2-116 AND 22-2-203 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN PARKING RESTRICTIONS AND CIVIL PENALTIES.

WHEREAS, Title 22 of the West Valley City Municipal Code establishes regulations concerning parking of vehicles within the City; and

WHEREAS, the City desires to amend regulations concerning the parking of trailers on public streets; and

WHEREAS, the City also desires to increase penalties for repeat violators of certain parking ordinances; 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 amend Sections 22-2-116 and 22-2-203 of the West Valley City Municipal Code.

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 22-2-116 and 22-2-203 of the West Valley City Municipal Code are hereby amended as follows:

29 **22-2-116. PARKING OR LEAVING TRUCKS, TRAILERS, CAMPERS, BOATS,**
30 **ETC., ON STREET.**

31 (1) No nonmotorized vehicle, farm equipment, construction equipment, or any other type of
32 commercial trailer or any inoperable vehicle (as defined in Title 24) may be parked, placed,
33 stored, abandoned, or otherwise left on any public street, alley, sidewalk, park strip, or right-
34 of-way at any time, regardless of whether it is attached or unattached to a motor vehicle.

35 (2) No motorized or nonmotorized recreational vehicle, boat, camper trailer, motorhome, or
36 any other type of ~~noncommercial recreational~~ trailer may be parked, placed, stored, abandoned
37 or otherwise left on any public street, alley, sidewalk, park strip, or right-of-way ~~for longer~~
38 ~~than 24 hours of a 48-hour period~~, regardless of whether it is attached or unattached to a motor
39 vehicle.

40 a. It is an affirmative defense to subsection 22-2-116 (2) when the vehicle:

41 i. Is parked on the street, for up to 24 hours, within 25 feet of the physical address to
42 which it is legally registered or where the registered owner resides; or

43 ii. Is parked for less than 7 days within 25 feet of the physical address to which it is
44 legally registered or where the registered owner resides; for the purpose of allowing
45 real property improvements including structure, driveway, and/or landscaping
46 installation or repair.

47 iii. Is actively engaged in loading and unloading passengers or freight.

48 (3) No unmounted or unattached camper, farm vehicle, construction vehicle or off-highway
49 vehicle may be parked, placed, stored, abandoned, or otherwise left on any public street, alley,
50 sidewalk, park strip, or right-of-way at any time, unless the vehicle is ~~actually~~ actively
51 engaged in loading and unloading passengers or freight.

52 (4) It shall be unlawful to park, place, store, abandon, or otherwise leave any commercial
53 vehicles ~~motorized vehicle, combination of vehicles, or combination of vehicles and load~~
54 ~~which have a length of more than 45 feet, or a width of more than eight feet, or a height of~~
55 ~~more than 14 feet, of a gross weight over 18,000 pounds, or more than two axles, on any public~~

street, alley, sidewalk, park strip, or right-of-way at any time, unless the vehicle or combination is ~~actually~~ actively engaged in loading or unloading passengers or freight.

a. Commercial vehicles include any motor vehicle or trailer or combination of motor vehicle and trailer with a manufacturer's gross vehicle weight rating or gross combination weight rating of 14,000 pounds or more.

b. Commercial vehicles do not include:

i. Recreational vehicles that are driven solely as family or personal conveyances for noncommercial purposes.

ii. Vehicles owned by the state or local government.

iii. Firefighting and emergency vehicles, operated by emergency personnel, not including commercial tow trucks.

(5) For the purposes of this Section, a vehicle shall be considered parked, even if the engine is running, if the vehicle is left standing for any period longer than three minutes, unless the vehicle is ~~actually~~ actively loading or unloading as provided.

a. For the purposes of this Section the term “loading and unloading” includes the use of a vehicle for repair, construction, or maintenance ~~actually~~ actively conducted by businesses licensed to engage in such a business in accordance with other City ordinances.

(6) No motor home, boat, trailer, camper, or other similar conveyance used for temporary recreational uses shall be used for overnight camping or as a residence, except in mobile home parks or campgrounds licensed by the City.

(7) The provisions of this Section do not apply to passenger buses operated under the authority of the Public Service Commission of the State of Utah, nor to authorized emergency vehicles, nor to public works vehicles.

22-2-203. CIVIL PENALTIES FOR PARKING OFFENSES.

Civil penalties for violations of this Chapter are as follows:

(1) For a violation of Section 22-2-114, Parking in Disabled Parking Stalls: \$213.

(2) For all other violations: ~~\$128.~~

a. A first offense within a 12-month period: \$128.00

b. A second offense within a 12-month period: \$178.00

c. A third offense within a 12-month period: \$228.00

d. A fourth or more offense within a 12-month period: \$278.00

(3) The fee for removal of an immobilization device is \$50.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item:

Fiscal Impact:

Funding Source:

Account No:

Budget Opening Required: No

ISSUE:

A resolution authorizing the City to retain Mark Tolman to provide certain legal services.

SYNOPSIS:

This resolution authorizes the City to retain Mark Tolman to provide certain legal services.

BACKGROUND:

Section 5-3-107 of the West Valley City Municipal Code authorizes the City to procure professional services and legal counsel. This resolution retains Mark Tolman to provide legal services to the City. Those services will be provided on the terms set forth in the engagement letter submitted to the City by Mr. Tolman.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO PROCURE
CERTAIN PROFESSIONAL AND LEGAL SERVICES.**

WHEREAS, Section 5-3-107 of the West Valley City Municipal Code authorizes the City to contract for professional services and retain financial and legal advisors; and

WHEREAS, the City desires to retain Mark Tolman to provide certain legal services; and

WHEREAS, Mr. Tolman is willing to provide said services on the terms set forth in an engagement letter provided to the City; 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 retain Mr. Tolman.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is authorized to engage Mr. Tolman to provide legal services on the terms set forth in his engagement letter.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

23-40: Authorize the Purchase of a Kubota Utility...

Item #:	
Fiscal Impact:	\$40,000
Funding Source:	CIP
Account No:	45-9610-40750-00000-7500
Budget Opening required:	Yes

ISSUE:

A resolution authorizing the purchase of a Kubota Utility Vehicle form Bonneville Equipment Company

SYNOPSIS:

This resolution authorizes the purchase of a Kubota Utility Vehicle for use of snow removal and general maintenance at City Hall and Fairbourne Station.

BACKGROUND:

The Kubota Utility Vehicle was selected based on the variety of needs at both City Hall and the Fairbourne Station Parking Garage. It will be used to haul equipment, supplies, and garbage year-round to and from the parking garage. In the winter months, the vehicle will plow and salt the areas of the garage that are exposed to drifting, as well as the sidewalks around the perimeter of City Hall.

The bid includes a 72” straight blade and 11-CU FT Cargo bed Spreader for plowing and salting the garage in the winter months.

Bonneville Equipment Company has a state purchasing contract (MA3979) to sell Kubota Utility Vehicles. The purchase price is a competitive price.

RECOMMENDATION:

Approve the purchase of the Kubota Utility Vehicle.

SUBMITTED BY:

Jake Arslanian, Facilities Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
KUBOTA UTILITY VEHICLE FROM BONNEVILLE
EQUIPMENT COMPANY.**

WHEREAS, the City desires to purchase a utility vehicle for use by the Public Works Department (the “Equipment”); and

WHEREAS, Bonneville Equipment Company has been awarded the state contract to provide said Equipment; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase the Equipment from Bonneville Equipment Company for an amount not to exceed \$40,000.00 and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Bonneville Equipment Company

DABB & CO., INC.

9330 South 300 West Sandy, Utah 84070

Skip Francone 385-434-8958 skipf@bec1.com

Name	West Valley City	Contract	MA3979
Address		Date	1/10/2023
City, State, Zip	West Valley City, Utah	Phone	
Attention		Email	

We are pleased to Quote the following on the Kubota product you are looking for

GSA Contract GS-30F-010AA Unique Identifier HRQ1ENHJDQL8

Utah State Contracts MA2187 Tractors & Mowers MA3979 Utility Vehicles Construction EQ MA3376

Item number	Quantity	Item description	Price	Extended Price
RTV-X1100WL-H	1	Kubota Utility Vehicle		\$20,275.69
77700-11811	1	LED Front Work Lights		\$320.54
77700-11812	1	LED Rear Work Light		\$252.48
K7731-99610	1	Turn Signal/Hazard Light Kit		\$338.73
77700-V5059	2	Side Mirror Cab Kit		\$164.60
V5290	1	72" Commercial Straight Blade		\$2,333.15
V5289	1	Quick Hitch		\$1,215.95
K7591-99190	1	Heavy Duty Spring Kit		\$136.01
V5232A	1	Hydraulic Valve Kit		\$3,021.43
V5233	1	3rd Function Hydraulic Valve Upgrade		\$437.90
V5272	1	Auxiliary Hyd Pump		\$547.63
V5005	1	11 CU FT Cargo Bed Spreader		\$5,066.30
V4407	1	Flow Control Tube		\$258.35
			Total	\$34,368.77



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Assembly		\$3,926.20
Incoming Freight		\$1,350.00
Sales Tax		Exempt
Documentation Fee		None
Total Purchase Price	\$39,644.97	

Buyer Signature

Seller Signature

Ship's Cannon

Item: _____
Fiscal Impact: \$25,140.03 (29.2% of \$86,096.00)
Funding Source: Bonded Transportation Funds
Account #: 45-9610-40750-75252-0000

Budget Opening Required: No

ISSUE:

A resolution authorizing the execution of a Public Highway At-Grade Crossing Agreement with Union Pacific Railroad Company and Kearns Metro Township for the reconstruction and widening of the railroad crossing on 4700 South near 5550 West.

SYNOPSIS:

An agreement to enable West Valley City and Kearns Metro Township to reconstruct and widen the at-grade railroad crossing on 4700 South and 5550 West.

BACKGROUND:

To facilitate timely bidding and construction, the 4700 South Reconstruction project was divided into the following three phases:

Phase 1 (Complete):	Box Culvert for the Utah and Salt Lake Canal Crossing
Phase 2 (Under Construction):	Reconstruction of 4700 South from 5450 West to 4000 West
Phase 3 (Forthcoming):	Reconstruction of 4700 South from 5600 West to 5450 West

Phase 3 includes the reconstruction and widening of the railroad crossing near 5550 West which requires an agreement with Union Pacific Railroad Company (UPRR). The railroad right-of-way being utilized for the existing crossing is not sufficient to accommodate the necessary widening. With this agreement, UPRR will be granting additional rights to facilitate the reconstruction and widening of the roadway within their right-of-way.

West Valley City and the MSD previously executed an interlocal agreement defining responsibilities and cost sharing associated with the 4700 South Reconstruction project. Per that interlocal agreement, West Valley City will utilize bonded transportation funds to pay \$25,140.03 (29.2%) of the costs associated with this crossing agreement.

RECOMMENDATION:

Execute the agreement between WVC, KMT, and UPRR.

SUBMITTED BY:

Coby Wilson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT
BETWEEN THE CITY, UNION PACIFIC RAILROAD
COMPANY, AND KEARNS METRO TOWNSHIP.**

WHEREAS, West Valley City and Kearns Metro Township desire to install roadway and crossing improvements on and near 4700 South; and

WHEREAS, Union Pacific Railroad Company (hereinafter, “UPRR”) is willing to provide additional right-of-way, subject to the execution of an appropriate agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City, Kearns Metro Township, and UPRR, a copy of which is attached hereto and entitled “Public Highway At Grade Crossing Agreement” (hereinafter, the “Agreement”), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor and City Recorder are 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 _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT
(RAILROAD LEASED LINE PROPERTY)

4700S – 5550W
DOT 254958B
11.29 – Garfield Subdivision (Leased to UTA)
West Valley City, Salt Lake County, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("UPRR"); **KEARNS METRO TOWNSHIP**, a municipal corporation or political subdivision of the State of Utah to be addressed at 5350 W 5400 S, Kearns, Utah 84118 ("Township"); and **WEST VALLEY CITY**, a municipal corporation or political subdivision of the State of Utah to be addressed at 3600 Constitution Blvd, West Valley City, Utah 84119 ("City"). Township and City are hereinafter sometimes collectively referred to as the "Political Body".

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over 4700S – 5550W, DOT Number 254958B at Railroad's Milepost 11.29 on Railroad's Garfield Subdivision at or near West Valley City, Salt Lake County, Utah.

The Utah Transit Authority, a Utah corporation ("Lessee"), leases the Garfield Subdivision from UPRR. UPRR and Lessee are hereinafter sometimes collectively referred to as the "Railroad".

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **EIGHTY THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$80,527.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

For and in consideration of **FIVE THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS (\$5,569.00)**, the Railroad hereby grants to the Political Body the temporary construction areas on the Railroad's property as described and shown on **Exhibit A-1**. The Political Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of the Political Body and its contractors to comply with such provisions. The temporary construction areas granted herein shall commence as of the start of construction and continue for twelve (12) months, or until the project has been completed, whichever occurs earlier.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Lessee: Shelley Nielsen
Sr. Property Administrator
Utah Transit Authority
801-237-1991
snielsen@rideuta.com

UPRR: Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0769931

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by UPRR, at the Political Body's sole cost and expense, is described in UPRR's Material and Force Account Estimate dated April 5, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, UPRR's estimated cost for the Railroad's work associated with the Project is Twenty Thousand Dollars (\$20,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to UPRR and Lessee for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross

sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Lessee and UPRR's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) UPRR and Political Body have executed this Agreement.
- (ii) Political Body and Lessee have entered into and executed a separate agreement regarding the Project and the Roadway.
- (iii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iv) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (v) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

By: _____

Printed Name: _____

Title: _____



WEST VALLEY CITY

By: _____

Printed Name: _____

Title: _____

KEARNS METRO TOWNSHIP

By: _____

Printed Name: _____

Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

Exhibit A-1 will be a print showing the Temporary Construction Areas (see Recitals)

**EXHIBIT B
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the

construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Lessee at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Lessee at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Lessee flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Lessee will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Lessee, the Lessee will bill Political Body for such expenses incurred by Lessee. If Lessee performs any flagging, or other special protective or safety measures are performed by Lessee, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of a Lessee representative, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Account Estimate.

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK BY THE UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

4/5/2022

LOCATION:

West Valley City

SUBDIVISION / MILEPOST:

Garfield (Leased SBG) MP 10.99

					UP	Agency	
DESCRIPTION	Unit	LABOR	MATERIAL		0%	100%	TOTAL
ENGINEERING							
Public Projects Management/Cutover Support	1.0	\$ 20,000.00	\$ -		\$ -	\$ 20,000.00	\$ 20,000
	-	\$ -	\$ -		\$ -	\$ -	\$ -
	-	\$ -	\$ -		\$ -	\$ -	\$ -
FLAGGING / INSPECTION SERVICES							
RATE (per day)		\$ 1,500.00					
Estimated # Days of Flagging	0	\$ -	\$ -		\$ -	\$ -	\$ -
TOTAL PROJECT:		\$ 20,000.00	\$ -		\$ -	\$ 20,000.00	\$ 20,000

TOTAL ESTIMATED COST:

\$20,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT D
TO
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Project No. 0769931

ARTICLE 8 - PRECONSTRUCTION MEETING

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

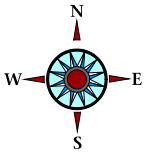
Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT "A"



WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

SUBDIVISION: Garfield Subdivision (Leased to UTA)
LICENSEE: Kearns Metro Township/West Valley City
RAILROAD MILEPOST: 11.29
West Valley City, Salt Lake County, Utah
Project No. 0769931

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

Item #:	
Fiscal Impact:	\$785.32 (6.77% of actual cost)
Funding Source:	Surface Transportation Program
Account #:	45-9610-40750-75152-0500
Budget Opening Required:	No

ISSUE:

Authorization and execution of a Real Estate Purchase Contract, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Ruben Chacon and Diane S. Chacon have signed a Real Estate Purchase Contract and have agreed to sign a Warranty Deed along with a Temporary Construction Easement for property located at 2761 S. Belmont Downs Lane (14-26-102-017).

BACKGROUND:

The Ruben Chacon and Diane S. Chacon parcel located at 2761 S. Belmont Downs Lane is one of several parcels affected by the Parkway Boulevard Reconstruction Project (MVC to 6400 West). This project will reconstruct the pavement and construct curb, gutter, sidewalk and decorative street lighting on both sides of Parkway Boulevard. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is \$11,600.00 based upon the Appraisal Report prepared by Integra Realty Resources.

The project is being funded by Surface Transportation Program (STP) using federal funds. The city is responsible 6.77% of all project costs, including right of way. The total value for the Warranty Deed, Temporary Construction Easement and improvements is \$11,600.00, making the West Valley City share of the acquisition \$785.32.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize the mayor to execute the Real Estate Purchase Contract.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A
RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A
WARRANTY DEED AND A TEMPORARY CONSTRUCTION
EASEMENT WITH AND FROM RUBEN AND DIANE CHACON FOR
PROPERTY LOCATED AT 2761 SOUTH BELMONT DOWNS LANE.**

WHEREAS, Ruben and Diane Chacon (herein and collectively “Owner”) have entered into a Right of Way Purchase Agreement for property located at 2761 South Belmont Downs Lane that is affected by the 2023 Asphalt Overlay Project (herein “Project”); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this ____ day of _____, 2023.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 115:C, 115:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 14-26-102-017
 Property Address: 2761 South Belmont Downs Lane WEST VALLEY UT, 84128
 Owner's Address: 2761 South Belmont Downs Lane, WEST VALLEY, UT, 84128
 Primary Phone: 801-915-0371 Owner's Home Phone: (801)915-0371 Owner's Work Phone:
 Owner / Grantor (s): Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship ("Owner") agrees to sell to West Valley City ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 115:C, 115:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$11,600 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **Chain-link fencing/Rebar**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 115:C, 115:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
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 Primary Phone: 801-915-0371 Owner's Home Phone: (801)915-0371 Owner's Work Phone:
 Owner / Grantor (s): Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship

4.2 Fees/Costs.

(a) Escrow Fees. The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) Title Insurance. If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Grantor is being compensated for the following in improvements: Landscaping.



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 115:C, 115:E

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 Owner / Grantor (s): Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship

SIGNATURE PAGE TO WEST VALLEY CITY REAL ESTATE PURCHASE CONTRACT

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Brokerage, Desiree Vargas / WLC Consulting, LLC, represents purchaser.

Authorized Signatory(s):

2/28/2023

100% Ruben Chacon and Diane S Chacon - OWNER(s)

Date

DocuSigned by:

2/28/2023

Date

WEST VALLEY CITY

Karen Lang / West Valley City Mayor

Date

Grantor's Initials



West Valley City

REAL ESTATE PURCHASE CONTRACT

Project No: F-2233(1)1 Parcel No.(s): 115:C, 115:E

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 Owner / Grantor (s): Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship

Exhibit A

(Attach conveyance documents)

DS DS

Grantor's Initials

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
West Valley City
3600 South Constitution Blvd.
West Valley City, Utah 84119

Warranty Deed

Salt Lake County

Tax ID No. 14-26-102-017

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:115:C

Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship Grantor, of West Valley, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, Grantee, at 3600 South Constitution Blvd. West Valley, Utah, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in Lot 17, Belmont Downs Subdivision, according to the official plat thereof recorded June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, incident to the construction of Parkway Blvd, known as Project No. F-2233(1)1. The boundaries of said parcel of land are described as follows:

Beginning at a northwesterly corner of said Lot 17, being in the existing southerly right of way line of Parkway Blvd., at a point 46.50 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 27+08.84, which point is 214.66 feet S.82°33'00"W. from the northeast corner of said Lot 17; and running thence S.30°32'09"W. 24.49 feet to the westerly boundary line of said Lot 17 at a point 65.80 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+93.76; thence along said westerly boundary line the following two (2) courses and distances: (1) N.06°29'00"W 4.56. feet to the point of curvature of a curve to the right with a radius of 15.00 feet; (2) thence northeasterly along said curve with an arc length

.

Continued on Page 2

Page 2

PIN No. 17806
 Project No. F-2233(1)1
 Parcel No. 2233:115:C

of 23.13 feet, chord bears N.38°02'00"E. 21.03 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation

The above described parcel of land contains 96 square feet in area or 0.002 acre.

(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

STATE OF)
) ss.
 COUNTY OF)

 Ruben Chacon

 Diane S. Chacon

On this _____ day of _____, in the year 20____, before me personally appeared Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 14-26-102-017

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:115:E

Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship, Grantor, of West Valley, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property situate in Lot 17, Belmont Downs Subdivision, according to the official plat thereof recorded June 27, 1996 as Entry No. 6393827 in Book 96-6P on Page 233, in the office of the Salt Lake County Recorder, a subdivision in the NW1/4 NW1/4 and NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, incident to the widening of Parkway Blvd, known as Project No. F-2233(1)1. The easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the northeast corner of said Lot 17, being in the existing southerly right of way line of Parkway Blvd.; and running thence S.06°29'00"E. 8.00 feet along the easterly boundary line of said Lot 17 to a point 54.50 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 29+23.36; thence S.82°33'00"W. 208.09 feet parallel with said right of way control line to a point 54.50 feet perpendicularly distant southerly from the right of way control line of said

Continued on Page 2

Page 2

PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:115:E

Parkway Blvd., opposite Engineers Station 27+15.28; thence S.30°32'09"W. 35.41 feet to the westerly boundary line of said Lot 17 at a point 82.41 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+93.48; thence N.06°29'00"W. 16.61 feet along said westerly boundary line; thence N.30°32'09"E. 24.49 feet to the existing southerly right of way line of Parkway Blvd.; thence N.82°33'00"E 214.66 feet along said existing southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 1,990 square feet in area or 0.046 acre.

(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

Page 3

PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:115:E

STATE OF)
) ss.
COUNTY OF)

Ruben Chacon

Diane S. Chacon

On this _____ day of _____, in the year 20____, before me personally appeared Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
West Valley City
3600 South Constitution Blvd.
West Valley City, Utah 84119

Warranty Deed

Salt Lake County

Tax ID No. 14-26-102-017

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:115:C

Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship Grantor, of West Valley, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, Grantee, at 3600 South Constitution Blvd. West Valley, Utah, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

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Beginning at a northwesterly corner of said Lot 17, being in the existing southerly right of way line of Parkway Blvd., at a point 46.50 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 27+08.84, which point is 214.66 feet S.82°33'00"W. from the northeast corner of said Lot 17; and running thence S.30°32'09"W. 24.49 feet to the westerly boundary line of said Lot 17 at a point 65.80 feet perpendicularly distant southerly from the right of way control line of said Parkway Blvd., opposite approximate Engineers Station 26+93.76; thence along said westerly boundary line the following two (2) courses and distances: (1) N.06°29'00"W 4.56. feet to the point of curvature of a curve to the right with a radius of 15.00 feet; (2) thence northeasterly along said curve with an arc length

Continued on Page 2

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PIN No. 17806
 Project No. F-2233(1)1
 Parcel No. 2233:115:C

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The above described parcel of land contains 96 square feet in area or 0.002 acre.

(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

STATE OF)
) ss.
 COUNTY OF)

 Ruben Chacon

 Diane S. Chacon

On this _____ day of _____, in the year 20____, before me personally appeared Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

 Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

Salt Lake County

Tax ID No. 14-26-102-017

PIN No. 17806

Project No. F-2233(1)1

Parcel No. 2233:115:E

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Continued on Page 2

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The above described easement contains 1,990 square feet in area or 0.046 acre.

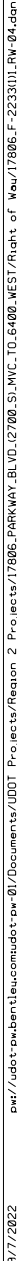
(Note: Rotate above bearings 00°15'45" clockwise to equal Highway bearings).

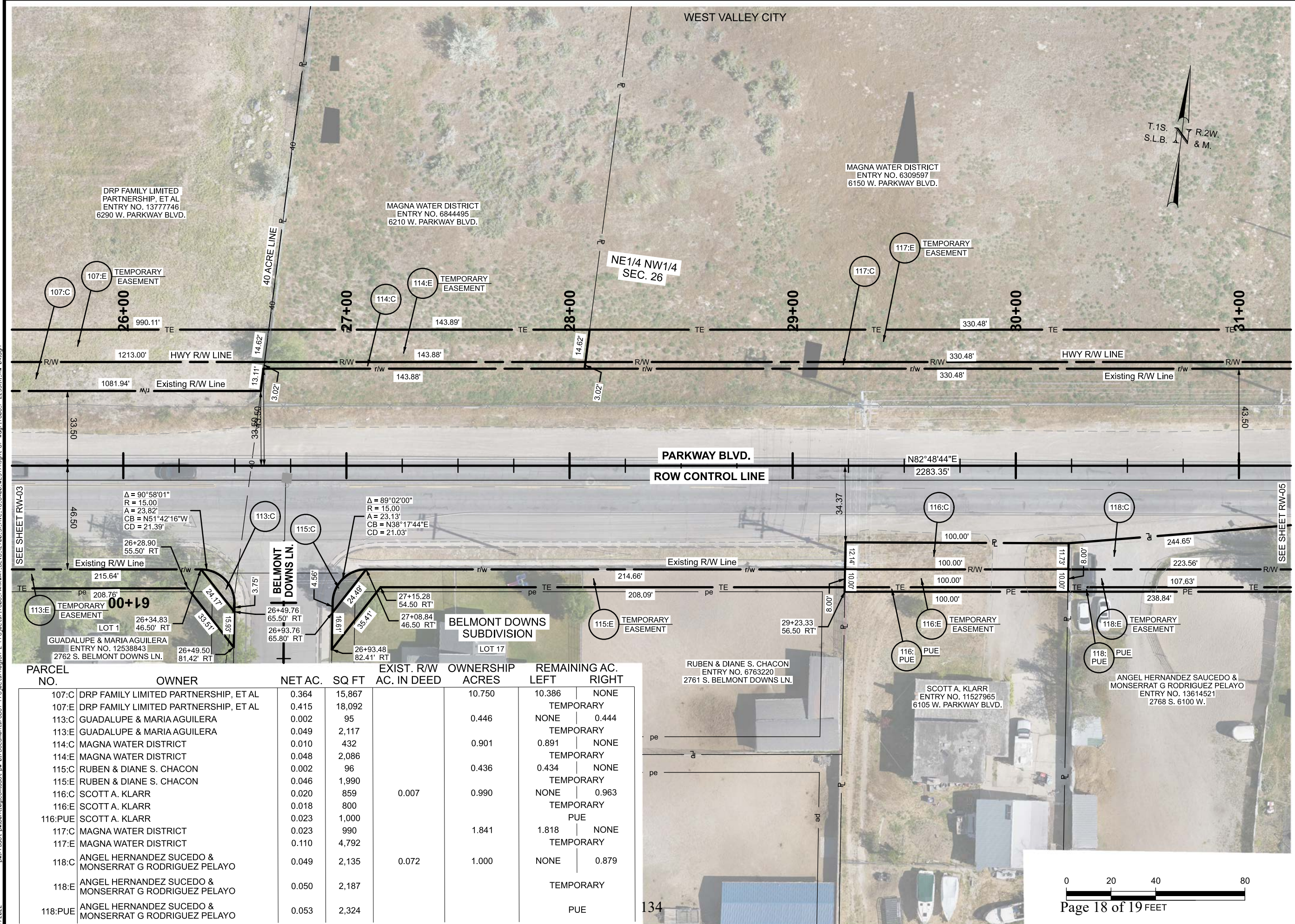
STATE OF)
) ss. _____
COUNTY OF) Ruben Chacon

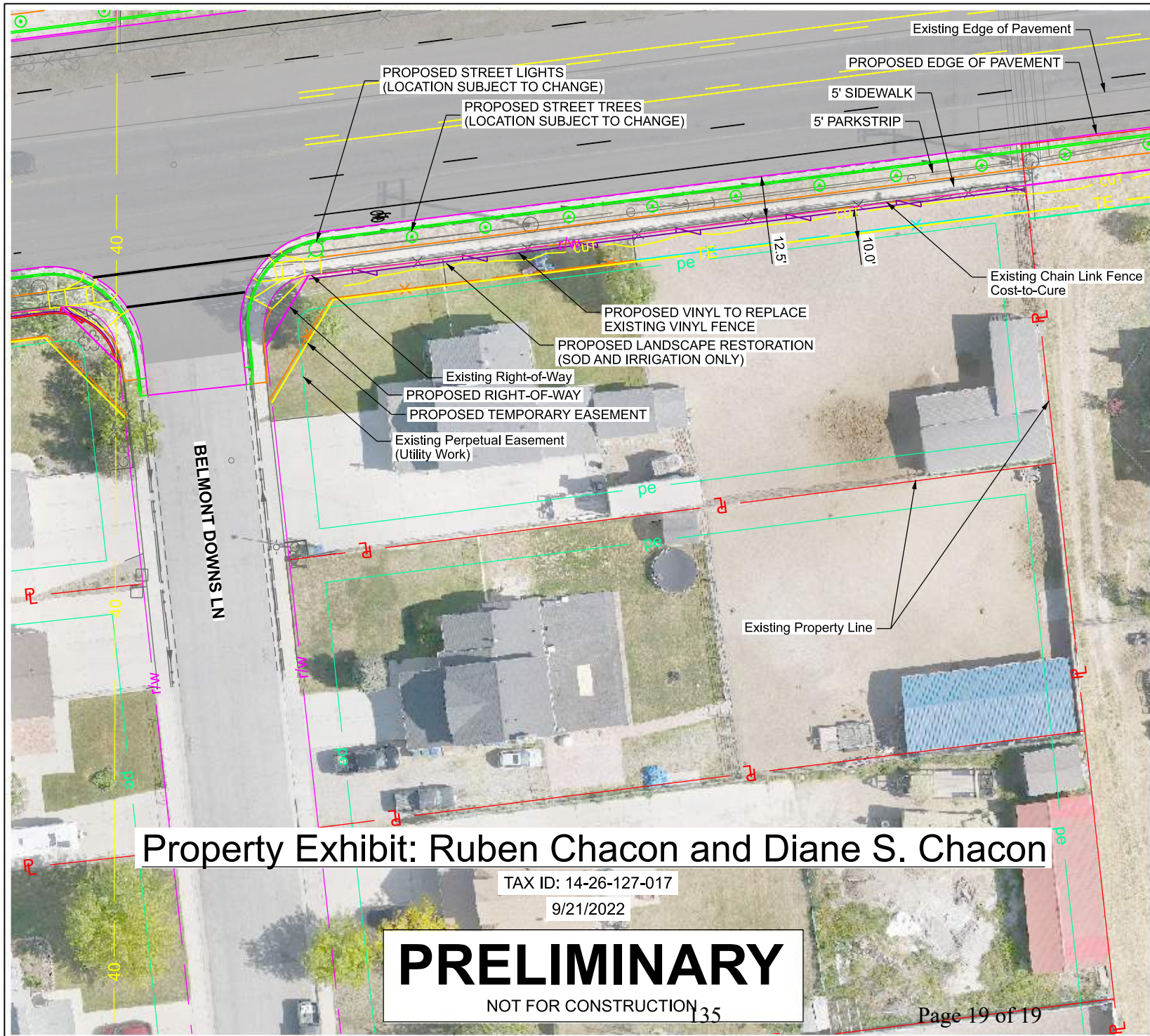
Diane S. Chacon

On this _____ day of _____, in the year 20____, before me personally appeared Ruben Chacon And Diane S. Chacon, Husband and Wife, As Joint Tenants, With Full Rights Of Survivorship, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same.

Notary Public

[illegible]





SHEET NO.	PARTIAL SUMMARY NO.		PROPERTY OWNER:	
	PROJECT		PROPERTY ADDRESS:	
	PROJECT NUMBER		UTAH DEPARTMENT OF TRANSPORTATION HORROCKS ENGINEERS	
	PARKWAY BLVD (2700 S)			
	MVC TO 6400 WEST			
	F-2233(1)1		PIN	17806

Strategic Discussion List

1- Budget Topics

~~Finance Director Presentation~~- Complete- 2.7.23

~~Capital Expenditure Plan~~ – Discussed 2.14.23/ Follow Up Discussed 3.7.23

Budget Reduction Proposals- Discussed 2.14.23/ Follow Up To Come

Bond Rating Page 8,13- Discussed 2.14.23/ Meeting with Councilmember Nordfelt
Scheduled

Limits on Fund Balance – Discussed 2.14.23/ Fund Balance History emailed to Council
2.27.23/ Waiting Council Discussion

**2- Contract evaluation form for city manager
Employee manual**

3- Public Works Topics

~~Street Light Schedule / Plan for years 1-5~~ – Discussed 3.7.23

~~Sidewalk Installation / Plan for years 1-5~~ – Discussed 3.7.23

Recycling Issues

Dowdle Puzzle project Presentation Conducted 2.28.23/ Scheduled for Discussion
3.7.23/ Additional information requested by staff emailed on
3.16.23/ Waiting Council Direction

4- Parks Topics

Park Land Review and Strategy- Information submitted via email 2.27.23/ Waiting
Council Discussion

5- Development Issues

3500 South / Redwood Road

Tax Credit Veteran Housing

6- Other

Archives- Scheduled 04.11.23

Hotels becoming long term rentals

~~Homeless task force invitation~~-Discussed with Councilmember Whetstone 3.1.23



The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, April 4, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

TOM HUYNH, CHAIR
LARS NORDFELT, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. January 3, 2023 (Annual Meeting)
5. Report of Chief Executive Officer
6. Public Hearings:
 - A. Accept Public Input Regarding Re-Opening the FY 2022-2023 Budget

Action: Consider Resolution 23-01, Amend the Budget of West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds
7. Adjourn

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

MINUTES OF RDA ANNUAL MEETING – JANUARY 3, 2023

-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN ELECTRONIC REGULAR SESSION FOR THE ANNUAL MEETING ON TUESDAY, JANUARY 3, 2023, AT 6:49 P.M. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN HARMON.

THE FOLLOWING MEMBERS WERE PRESENT:

Scott Harmon, Chair
Don Christensen
Lars Nordfelt
Karen Lang
Tom Huynh
William Whetstone

ABSENT:

Jake Fitisemanu

STAFF PRESENT:

Wayne T Pyle, Chief Executive Officer
Nichole Camac, Secretary

Nicole Cottle, Assistant City Manager/General Counsel
Steve Pastorik, CED Director (*electronically*)
Eric Bunderson, City Attorney (*electronically*)
Layne Morris, CPD Director
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Dan Johnson, Public Works Director (*electronically*)
John Flores, HR Director
Mark Nord, ED
Roxeanne Vainuku, Acting Strategic Communications Director (*electronically*)
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 4, 2022

The Board considered Minutes of the Regular Meeting held October 4, 2022. There were no changes, corrections or deletions.

Mr. Huynh moved to approve the Minutes of the Regular Meeting held October 4, 2022.
Mr. Christensen seconded the motion.

MINUTES OF RDA ANNUAL MEETING – JANUARY 3, 2023

-2-

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

RESOLUTION 22-09: APPROVE A PROPERTY CONVEYANCE TO WEST VALLEY CITY IN FAIRBOURNE STATION

Wayne Pyle, City Manager, discussed proposed Resolution 22-09 that would approve a property conveyance to West Valley City in Fairbourne Station.

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

Wasatch Land Holdings is currently processing a new subdivision to be known as the WVLH Subdivision. The proposed subdivision is located north of City Hall and will consolidate old property lines, establish new lots for the public safety building, future commercial uses and a parking lot.

A portion of property located within said future subdivision is owned by the Redevelopment Agency of West Valley City. The existing Public Safety Building is located on the westerly portion of parcel 15-33-129-055 owned by the RDA and on parcels 15-33-129-039 and 15-33-129-065 owned by West Valley City. The conveyance of this property will clean up existing boundaries and will place the Public Safety Building under the single ownership of West Valley City.

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

Ms. Lang moved to approve Resolution 22-09.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Absent
Mr. Whetstone	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chairman Harmon	Yes

Unanimous.

MINUTES OF RDA ANNUAL MEETING – JANUARY 3, 2023

-3-

ELECT CHAIRPERSON AND VICE CHAIRPERSON FOR 2023

Chairman Harmon stated election of a Chairperson and Vice Chairperson for 2023 had been scheduled for consideration by the Board. He advised a rotation schedule had been used in the past to elect a Chair and Vice Chair, however this was an option for the Board and not mandatory.

Chairman Harmon called for a motion.

Mr. Nordfelt moved to elect Tom Huynh as Chair of the Redevelopment Agency for 2023 and Lars Nordfelt as Vice Chair of the Redevelopment Agency for 2023. Mr. Christensen seconded the motion.

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

MOTION TO ADJOURN

Upon motion by Mr. Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE ANNUAL MEETING OF TUESDAY, JANUARY 3, 2023, WAS ADJOURNED AT 6:56 P.M. BY CHAIRMAN HARMON.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Annual Meeting of the West Valley City Redevelopment Agency held Tuesday, January 3, 2023.

Nichole Camac
Secretary

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

ISSUE:

Approve a resolution to re-open the fiscal year 2022-2023 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the Agency to amend its budget during the year. The Redevelopment Agency holds, as needed on a quarterly basis, public hearings to amend the annual budget.

BACKGROUND:

A Public Notice was posted March 23, 2023, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 4, 2023, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the resolution amending the budget of the Redevelopment Agency for the fiscal year beginning July 1, 2022, and ending June 30, 2023, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BUDGET OF THE
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND
ENDING JUNE 30, 2023 TO REFLECT CHANGES IN THE
BUDGET AND AUTHORIZE THE DISBURSEMENT OF
FUNDS.**

WHEREAS, the Agency adopted a resolution approving the Agency budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law; and

WHEREAS, the Treasurer of the Agency has prepared and filed with the Secretary proposed amendments to said budget for consideration by the Board of Directors and inspection by the public; and

WHEREAS, notice was duly given of a public hearing to be held on April 4, 2023 to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on April 4, 2023 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

Section 1. The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the Redevelopment Agency of West Valley City for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law.

Section 2. The Secretary is directed to have this Resolution certified by the Treasurer and filed with the State Auditor, as required by law.

Section 3. The Resolution takes effect upon passage.

PASSED and APPROVED this _____ day of _____, 2023.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

REDEVELOPMENT AGENCY - FUND 22

REVENUE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	Mar 2023 Openings
5600 WEST GATEWAY:			
Tax Increment	256,363	256,363	256,363
Total 5600 West Gateway	256,363	256,363	256,363
EAST 3500 A:			
Tax Increment	474,978	474,978	474,978
Total East 3500 A	474,978	474,978	474,978
NORTH CENTRAL:			
Tax Increment	1,035,797	1,035,797	1,035,797
Total North Central	1,035,797	1,035,797	1,035,797
JORDAN RIVER:			
Tax Increment	300,800	300,800	300,800
Total Jordan River	300,800	300,800	300,800
WILLOW WOOD:			
Tax Increment	234,789	234,789	234,789
Total Willow Wood	234,789	234,789	234,789
HERCULES HILL A:			
Tax Increment	457,632	457,632	457,632
Total Hercules Hill A	457,632	457,632	457,632
HERCULES HILL B:			
Tax Increment	813,806	813,806	813,806
Total Hercules Hill B	813,806	813,806	813,806
DECKER LAKE:			
Tax Increment	0	0	0
Total Decker Lake	0	0	0
NORTHWEST:			
Tax Increment	4,946,871	4,946,871	4,946,871
Total Northwest	4,946,871	4,946,871	4,946,871
GRANGER CROSSING:			
Tax Increment			
Total Granger Crossing	0	0	0
SOUTHWEST:			
Tax Increment	3,189,807	3,189,807	3,189,807
Total Southwest	3,189,807	3,189,807	3,189,807

REDEVELOPMENT AGENCY - FUND 22
REVENUE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	Mar 2023 Openings
SOUTH REDWOOD ROAD:			
Tax Increment	435,753	435,753	435,753
Total Southwest	435,753	435,753	435,753
FAIRBOURNE/MARKET ST:			
Tax Increment	1,095,955	1,095,955	1,095,955
Total Fairbourne	1,095,955	1,095,955	1,095,955
CITY CENTER:			
Tax Increment	1,709,938	1,709,938	1,709,938
Total City Center	1,709,938	1,709,938	1,709,938
Rental Income	0	0	0
RDA Operations	2,484,262	2,484,262	2,484,262
Sale of Land	0	0	0
Bond Interest	97,000	97,000	97,000
PTIF Interest	0	0	0
Build America Back	0	0	0
Misc. Rev.	0	0	0
Bond Proceeds	0	0	0
Subtotal	2,581,262	2,581,262	2,581,262
Total	17,533,751	17,533,751	17,533,751
Appropriation From Fund Balance	119,821	319,821	3,586,078 ¹
Grand Total	17,653,572	17,853,572	21,119,829

REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	Mar 2023 Openings
5600 WEST GATEWAY:			
Project Costs	0	0	0
Total 5600 West Gateway	0	0	0
EAST 3500 A:			
Project Costs	25,000	25,000	25,000
Tax Increment Pmts.	0	0	0
Total East 3500 A	25,000	25,000	25,000
NORTH CENTRAL:			
Project Costs	0	0	0
Tax Increment Pmts.	250,000	250,000	250,000
Total North Central	250,000	250,000	250,000
JORDAN RIVER:			
Project Costs	0	0	0
Tax Increment Pmts.	0	0	0
Total Jordan River	0	0	0
GENERAL:			
Sold Services	0	0	0
Payroll Expenses	1,074,821	1,074,821	1,074,821
Admin./Proj. Costs	1,000,000	1,200,000	1,200,000
Transfer Out	45,000	45,000	45,000
Transfer In	0	0	0
Total General	2,119,821	2,319,821	2,319,821
WILLOW WOOD:			
Project Costs	0	0	0
Tax Increment Pmts.	0	0	0
Total Willow Wood	0	0	0
HERCULES HILL A:			
Project Costs	25,000	25,000	25,000
Tax Increment Pmt.	0	0	0
Debt Service	0	0	0
Total Hercules Hill A	25,000	25,000	25,000
HERCULES HILL B:			
Project Costs	25,000	25,000	25,000
Tax Increment Pmt.	200,000	200,000	200,000
Debt Service - City	0	0	0
Total Hercules Hill B	225,000	225,000	225,000
FAIRBOURNE:			
Project Costs	100,000	100,000	100,000
Tax Increment Pmt.	750,000	750,000	750,000
Total Fairbourne	850,000	850,000	850,000

REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	Mar 2023 Openings
DECKER LAKE:			
UCCC Reimbursement	0	0	0
Granite School District SARR	0	0	0
Transfer Out Gen. Fund	0	0	0
Transfer Out UCCC Bond	0	0	0
Total Decker Lake	0	0	0
MULTI-PURPOSE EVENT CENTER:			
Bond Fees	0	0	0
Debt Service 2015	386,905	386,905	386,905
Transfer Out SARR (DS)	1,736,872	1,736,872	1,736,872
Total MP Event Ctr.	2,123,777	2,123,777	2,123,777
NORTHWEST:			
Project Costs	50,000	50,000	50,000
Tax Increment Payment	2,500,000	2,500,000	2,500,000
Total Northwest	2,550,000	2,550,000	2,550,000
GRANGER CROSSING:			
Project Costs	0	0	0
Tax Increment Payment	0	0	0
Total Granger Crossing	0	0	0
SOUTHWEST			
Project Costs	0	0	0
Tax Increment Payment	2,000,000	2,000,000	2,000,000
Total Southwest	2,000,000	2,000,000	2,000,000
SOUTH REDWOOD ROAD			
Project Costs	50,000	50,000	50,000
Tax Increment Payment	0	0	0
Total South Redwood Road	50,000	50,000	50,000
CITY CENTER:			
Prof/Tech	149,236	149,236	149,236
Rental Expense	0	0	0
Tax Increment Payment	100,000	100,000	100,000
Debt Service 2010B	0	0	0
Debt Service 2016 A & B	2,485,066	2,485,066	2,485,066
Debt Service 2016	777,050	777,050	777,050
Debt Service 2020	1,237,360	1,237,360	1,237,360
Bond Fees	12,000	12,000	12,000
WVC Credit Tenant Lease	2,484,262	2,484,262	2,484,262
RDA Operations	0	0	0
Project Costs	190,000	190,000	3,456,257
Transfers Out	0	0	0
Bond Defeasance	0	0	0
Total City Center	7,434,974	7,434,974	10,701,231
Appropriation To Fund Balance	0	0	0
Grand Total	17,653,572	17,853,572	21,119,829

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

Current Budget Openings for Approval

BUDGET OPENING
JAN 2023 - MAR 2023
REDEVELOPMENT AGENCY
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
1	\$ 3,266,257.44	Transfer of Property from RDA to General Fund <i>(Property Transfer from RDA to the City)</i>	RDA Fund Balance

Previously Approved Budget Openings

BUDGET OPENING
JULY 2022 - SEPT 2022
REDEVELOPMENT AGENCY
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
1	\$ 200,000.00	Purchase and demolition of Lehman Avenue Duplex Property <i>(Purchase of Lehman Duplex Property and Associated Costs)</i>	RDA Fund Balance



The Regular Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, April 4, 2023, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. January 3, 2023 (Annual Meeting)
5. Report of Executive Director
6. Public Hearings:
 - A. Accept Public Input Regarding Re-Opening the FY 2022-2023 Budget

Action: Consider Resolution 23-01, Amend the Budget of West Valley City Housing Authority for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds
7. Adjourn

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

MINUTES OF HOUSING AUTHORITY ANNUAL MEETING – JANUARY 3, 2023

THE WEST VALLEY CITY HOUSING AUTHORITY MET IN REGULAR ELECTRONIC SESSION FOR THE ANNUAL MEETING ON TUESDAY, JANUARY 3, 2023, AT 6:56 P.M. THE MEETING WAS CALLED TO ORDER BY CHAIR LARS NORDFELT.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt- Chair
Don Christensen
Karen Lang
Tom Huynh
Scott Harmon
William Whetstone

ABSENT:

Jake Fitisemanu

STAFF PRESENT:

Wayne T Pyle, Executive Director
Nichole Camac, Secretary

Nicole Cottle, Assistant City Manager/General Counsel
Steve Pastorik, CED Director (*electronically*)
Eric Bunderson, City Attorney (*electronically*)
Layne Morris, CPD Director
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Dan Johnson, Public Works Director (*electronically*)
John Flores, HR Director
Mark Nord, ED Director
Roxeanne Vainuku, Acting Strategic Communications Director (*electronically*)
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 7, 2022

The Board considered Minutes of the Regular Meeting held June 7, 2022. There were no changes, corrections or deletions.

Mr. Christensen moved to approve the Minutes of the Regular Meeting held June 7, 2022.
Ms. Huynh seconded the motion.

MINUTES OF HOUSING AUTHORITY ANNUAL MEETING – JANUARY 3, 2023

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

ELECT CHAIRPERSON AND VICE CHAIRPERSON FOR 2023

Chairman Nordfelt stated election of a Chairperson and Vice Chairperson for 2023 had been scheduled for consideration by the Board. He advised a rotation schedule had been used in the past to elect a Chair and Vice Chair, however this was an option for the Board and not mandatory.

Chairman Nordfelt called for a motion.

Mr. Huynh moved to elect Jake Fitisemanu as Chair of the Housing Authority for 2023 and Don Christensen as Vice Chair of the Housing Authority for 2023. Ms. Lang seconded the motion.

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

MOTION TO ADJOURN

M. Huynh moved to adjourn at 6:57 PM.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY HOUSING AUTHORITY THE ANNUAL MEETING OF TUESDAY, JANUARY 3, 2023, WAS ADJOURNED AT 6:57 P.M. BY CHAIRMAN NORDFELT.

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 Housing Authority held Tuesday, January 3, 2023.

Nichole Camac
Secretary

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

ISSUE:

A Resolution to re-open the fiscal year 2022-2023 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the Housing Authority to amend its budget during the year. The West Valley City Housing Authority holds public hearings on budget amendments quarterly.

BACKGROUND:

A Public Notice was posted March 23, 2023, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 4, 2023, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the Resolution amending the budget of the West Valley City Housing Authority for the fiscal year beginning July 1, 2022 and ending June 30, 2023, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

HOUSING AUTHORITY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BUDGET OF THE
HOUSING AUTHORITY OF WEST VALLEY CITY FOR
THE FISCAL YEAR BEGINNING JULY 1, 2022 AND
ENDING JUNE 30, 2023 TO REFLECT CHANGES IN THE
BUDGET FROM INCREASED REVENUES AND
AUTHORIZE THE DISBURSEMENT OF FUNDS.**

WHEREAS, the Board of Commissioners of the Housing Authority of West Valley City adopted a resolution approving the budget of the Housing Authority for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law; and

WHEREAS, the Treasurer of the Housing Authority has prepared the proposed amendments to the adopted budget for consideration by the Board of Commissioners and inspection by the public; and

WHEREAS, notice was duly given of a public hearing to be held on April 4, 2023, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on April 4, 2023 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of West Valley City, Utah as follows:

Section 1. The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the Housing Authority of West Valley City for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law.

Section 2. The Secretary is directed to have this Resolution certified by the Treasurer and filed with the State Auditor, as required by law.

Section 3. The Resolution takes effect upon passage.

PASSED and APPROVED this _____ day of _____, 2023.

HOUSING AUTHORITY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

**HOUSING AUTHORITY - FUND 26
REVENUE STATEMENT**

	Adpoted 2022-2023	Mar 2022 Openings
OPERATING REVENUES		
VOUCHERS:		
Interest Income	0	0
Fraud Receivables	0	0
Misc. Revenue	0	0
Administrative Subsidy	0	0
Portability Payments	0	0
Campbell Court	0	0
Housing Payments	4,500,000	5,225,000 1
Total Vouchers	4,500,000	5,225,000
Total Operating Revenue	4,500,000	5,225,000

**HOUSING AUTHORITY - FUND 26
EXPENSE STATEMENT**

	Adpoted 2022-2023	Mar 2022 Openings
OPERATING EXPENSES		
GENERAL		
General Admin/Proj Cost	309,787	309,787
Vouchers	(309,787)	(309,787)
Campbell Court	0	0
General Subtotal	0	0
VOUCHERS		
Administration	350,000	350,000
Vouchers - Regular	4,150,000	4,875,000 1
Vouchers Subtotal	4,500,000	5,225,000
Total Operating Expenses	4,500,000	5,225,000

**H A - CAMPBELL COURT FUND 28
REVENUE STATEMENT**

	Adpoted 2022-2023	Mar 2022 Openings
Campbell Court	350,000	350,000
Interest Income	0	0
Sale of Assets	0	0
Total Revenue	350,000	350,000

**H A - CAMPBELL COURT FUND 28
EXPENSE STATEMENT**

	Adpoted 2022-2023	Mar 2022 Openings
Campbell Court	350,000	350,000
Total Expenses	350,000	350,000

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
JAN 2023 - MAR 2023
HOUSING AUTHORITY
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
1	\$ 725,000.00	Housing Authority Additional Funding FY 2022-23 (Additional Funding from HUD)	HUD



The Regular Electronic Meeting of the West Valley City Building Authority will be held on Tuesday, April 4, 2023, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

WILLIAM WHETSTONE, CHAIR
SCOTT HARMON, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. January 3, 2023 (Annual Meeting)
5. Report of Chief Executive Officer
6. Public Hearings:
 - A. Accept Public Input Regarding Re-Opening the FY 2022-2023 Budget

- 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.

Action: Consider Resolution 23-01, Amend the Budget of West Valley City Municipal Building Authority for the Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

7. Adjourn

**MINUTES OF THE MUNICIPAL BUILDING AUTHORITY ANNUAL MEETING –
JANUARY 3, 2023**

-1-

THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR ELECTRONIC SESSION FOR THE ANNUAL MEETING ON TUESDAY, JANUARY 3, 2023, AT 6:57 P.M. THE MEETING WAS CALLED TO ORDER BY CHAIR DON CHRISTENSEN.

THE FOLLOWING MEMBERS WERE PRESENT:

Don Christensen- Chair
Lars Nordfelt
Karen Lang
Tom Huynh
Scott Harmon
William Whetstone

ABSENT:

Jake Fitisemanu

STAFF PRESENT:

Wayne T Pyle, Chief Executive Officer
Nichole Camac, Secretary

Nicole Cottle, Assistant City Manager/General Counsel
Steve Pastorik, CED Director
Eric Bunderson, City Attorney (*electronically*)
Layne Morris, CPD Director
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Dan Johnson, Public Works Director (*electronically*)
John Flores, HR Director
Mark Nord, ED Director
Roxanne Vainuku, Acting Strategic Communications Director (*electronically*)
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD OCTOBER 4, 2022

The Board considered Minutes of the Regular Meeting held October 4, 2022. There were no changes, corrections or deletions.

**MINUTES OF THE MUNICIPAL BUILDING AUTHORITY ANNUAL MEETING –
JANUARY 3, 2023**

-2-

Ms. Lang moved to approve the Minutes of the Regular Meeting of October 4, 2022. Mr. Nordfelt seconded the motion.

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

ELECT CHAIRPERSON AND VICE CHAIRPERSON FOR 2023

Chairman Christensen stated election of a Chairperson and Vice Chairperson for 2023 had been scheduled for consideration by the Board. He advised a rotation schedule had been used in the past to elect a Chair and Vice Chair, however this was an option for the Board and not mandatory.

Chairman Christensen called for a motion.

Mr. Huynh moved to elect William Whetstone as Chair of the Municipal Building Authority for 2023 and Scott Harmon as Vice Chair of the Municipal Building Authority for 2023. Mr. Lehman seconded the motion.

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

MOTION TO ADJOURN

Mr. Huynh moved to adjourn at 6:58 PM.

THERE BEING NO FURTHER BUSINESS OF THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, THE ANNUAL MEETING OF TUESDAY, JANUARY 3, 2023, WAS ADJOURNED AT 6:58 PM BY CHAIRMAN CHRISTENSEN.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Annual Meeting of the Municipal Building Authority of West Valley City held Tuesday, January 3, 2023.

Nichole Camac
Secretary

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

ISSUE:

Approve a resolution to re-open the fiscal year 2022-2023 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the Municipal Building Authority to amend its budget during the year. The Authority may hold public hearings on budget amendments on a quarterly basis each fiscal year.

BACKGROUND:

A Public Notice was posted March 23, 2023, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 4, 2023, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the resolution amending the budget of the Authority for the fiscal year beginning July 1, 2022, and ending June 30, 2023, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BUDGET OF THE
MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY
CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022
AND ENDING JUNE 30, 2023 TO REFLECT CHANGES IN
THE BUDGET FROM INCREASED REVENUES AND
AUTHORIZE THE DISBURSEMENT OF FUNDS.**

WHEREAS, the Board of Trustees of the Municipal Building Authority of West Valley City adopted a resolution approving the budget of the Municipal Building Authority for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law; and

WHEREAS, the Treasurer of the Municipal Building Authority has prepared the proposed amendments to the adopted budget for consideration by the Board of Trustees and inspection by the public; and

WHEREAS, said proposed amendments reflect changes in the budget from increased revenues and transfers as reflected; and

WHEREAS, notice was duly given of a public hearing to be held on April 4, 2023, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on April 4, 2023 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Municipal Building Authority of West Valley City, Utah as follows:

Section 1. The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the Municipal Building Authority of West Valley City for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the requirements of state law.

Section 2. The Secretary is directed to have this Resolution certified by the Treasurer and filed with the State Auditor, as required by law.

Section 3. The Resolution takes effect upon passage.

PASSED and APPROVED this _____ day of _____, 2023.

MUNICIPAL BUILDING AUTHORITY
OF WEST VALLEY CITY

PRESIDENT

ATTEST:

SECRETARY

WEST VALLEY CITY BUILDING AUTHORITY - FUND 24
REVENUE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	March 2023 Openings
BUILDING AUTHORITY:			
Interest Income	0	0	0
Funding Other Sources	0	5,500,000	5,500,000
Total Revenues	0	5,500,000	5,500,000
Total Revenues	0	5,500,000	5,500,000

WEST VALLEY CITY BUILDING AUTHORITY - FUND 24
EXPENDITURE STATEMENT

	Adpoted 2022-2023	Sept 2022 Openings	March 2023 Openings
BUILDING AUTHORITY:			
Inter-Departmental Transfers-In:			
Capital Reserve-Theater	(50,000)	(50,000)	(50,000)
Capital Reserve-Arena	(100,000)	(100,000)	(100,000)
Capital Reserve (FFC)	(30,000)	(30,000)	(30,000)
Transfer In from CIP	0	0	(10,073) 1
PW Shop/Stn 75 (GF/DS)	0	0	0
MBA S 2016 Fire 71,72,76 (GF)	(517,600)	(517,600)	(517,600)
MBA S 2017 (GF)	(3,323,250)	(3,323,250)	(3,323,250)
MBA S 2019 Parks/PW (CRoads)	(256,411)	(256,411)	(256,411)
MBA S 2019 Parks/PW (SW)	(256,411)	(256,411)	(256,411)
MBA S 2019 Parks/PW (Sanit)	0	0	0
MBA S 2019 Parks/PW (GF)	(211,454)	(211,454)	(211,454)
Maverik Center Refunding (RDA)	(2,400,700)	(2,400,700)	(2,400,700)
Subtotal Transfers-In	(7,145,826)	(7,145,826)	(7,155,899)
EXPENDITURES:			
Theater Capital Reserve	50,000	50,000	50,000
Arena Capital Reserve	100,000	100,000	100,000
Arena Capital Projects	0	0	0
Fitness Center Capital Reserve	30,000	30,000	30,000
MBA S 2010 Fire Station/PW	0	0	0
MBA S 2016 Fire 71, 72 & 76	517,600	517,600	517,600
MBA S 2017 Parking, PD & Court	3,320,750	3,320,750	3,320,750
MBA S 2019 Parks/PW	721,776	721,776	721,776
MBA S 2016 Arena Refund	2,398,200	2,398,200	2,398,200
Bond Issuance Costs/Fees	7,500	7,500	17,573 1
Transfers Out	0	5,500,000	5,500,000
Subtotal Expenditures	7,145,826	12,645,826	12,655,899
Total Expenditures	0	5,500,000	5,500,000

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING
JAN 2023 - MAR 2023
BUILDING AUTHORITY OF WEST VALLEY CITY
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
1	\$ 10,073.00	MBA WVC Lease Revenue Bonds 2022 (Justice Court Project) Issuance Fees <i>(Transfer to Cover Issuance Fees in Building Authority)</i>	Transfer from CIP to Building Authority

Previously Approved Budget Openings

BUDGET OPENING
JULY 2022 - SEPT 2022
BUILDING AUTHORITY OF WEST VALLEY CITY
FISCAL YEAR 2022-2023

No.	Amount	Description	Source
1	\$ 5,500,000.00	Transfer MBA Series 2022 Constructions Funds to CIP <i>(Additional Funding for the City Court/Legal Bldg Construction Project)</i>	Bond Proceeds