WEST VALLEY CITY
Unity Pride Progress

The Regular Meeting of the West Valley City Council will be held on Tuesday, February 24, 2015, 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.

Posted 02/19/2015, 1:00 P.M.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Tom Huynh

4. Special Recognitions

5. Approval of Minutes:
   A. February 10, 2015 (Regular Meeting)

6. Awards, Ceremonies and Proclamations:
   A. Employee of the Month Award, February 2015 - Christopher Freestone, Police Department

7. Comment Period:

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

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 Sheri McKendrick.

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Application No. Z-5-2014, filed by Lawrence Aposhian, Requesting a Zone Change from Zone 'A' (Agriculture) to Zone 'C-1' (Neighborhood Commercial) for Property Located at 6570-6586 West 3500 South

Action: Consider Ordinance No. 15-06, Amending the Zoning Map to Show a Change of Zone for Property Located at 6570-6586 West 3500 South from Zone 'A' (Agriculture) to Zone 'C-1' (Neighborhood Commercial)

Action: Consider Resolution No. 15-30, Authorizing the City to Enter Into a Development Agreement with Lawrence Aposhian and Red/Gray House, LLC, for Approximately 2.37 Acres of Property Located at 6570-6586 West 3500 South

B. Accept Public Input Regarding Application No. Z-6-2014, filed by Hallmark Homes and Development, Requesting a Zone Change from 'A' (Agriculture) to Zone 'R-1-10' (Single-Family Residential, Minimum Lot Size 10,000 Square Fee) for Property Located at 3700 South 6400 West

Action: Consider Ordinance No. 15-07, Amending the Zoning Map to Show a Change of Zone for Property Located at 3700 South 6400 West from Zone 'A' (Agriculture) to Zone 'R-1-10' (Single-Family Residential, Minimum Lot Size 10,000 Square Feet)

Action: Consider Resolution No. 15-31, Authorizing the City to Enter Into a Development Agreement with Hallmark Homes and Development for Approximately 25.8 Acres of Property Located at 3700 South 6400 West

C. Accept Public Input Regarding Application No. ZT-8-2014, filed by West Valley City, Requesting a Zone Text Amendment Regarding Food Truck Regulations

Action: Consider Ordinance No. 15-08, Enacting Section 7-6-1612 and Amending Sections 7-2-116, 7-30-102, 17-22A-101 and 17-22A-104 of the West Valley City Municipal Code to Amend City Ordinances Governing Mobile Food Vending Vehicles

9. Resolutions:

A. 15-32: Authorize the City to Enter Into a Development Agreement with T&M Nixon Family Limited Partnership for Approximately 5.04 Acres of Property Located at 3750 South 6770 West

B. 15-33: Approve an Agreement between West Valley City, the Utah Department of Transportation, Taylorsville City and Avenue Consultants, Inc., for Traffic Signal Improvements at Three Intersections on 4100 South: 1300 West, 2700 West and 4000 West

C. 15-34: Approve an Agreement with Best Friends Animal Society to Assist in Improving Animal Services in West Valley City

10. Consent Agenda:

A. Reso. 15-35: Accept a Quit Claim Deed from Orange Panda Properties, LLC, for a Portion of Property Located at 3606 South 3270 West

B. Reso. 15-36: Accept a Grant of Temporary Construction Easement from KH Mountain Investments, LLC, for Property Located at 2594 South 3270 West

C. Reso. 15-37: Accept a Grant of Temporary Construction Easement from Cuban Cigar Co., Inc. for Property Located at 3379 West 2555 South

D. Reso. 15-38: Accept a Grant of Temporary Construction Easement from Cuban Cigar, Inc., for Property Located at 3349 West 2555 South

E. Reso. 15-39: Ratify the City Manager's Appointment of Latai Tupou to the Planning Commission, Term: February 24, 2015 - July 1, 2016

F. Reso. 15-40: Ratify the City Manager's Appointment of Martell Winters to the Planning Commission as an Alternate Member, Term: February 24, 2015 - July 1, 2017

11. Motion for Executive Session

12. Adjourn

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, FEBRUARY 10, 2015, AT 6:30 P.M., IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Corey Rushton, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Steve Vincent, Councilmember District 4

Wayne Pyle, City Manager
Sheri McKendrick, City Recorder

STAFF PRESENT:

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Layne Morris, CPD Director
Kevin Astill, Parks and Recreation Director
Russell Willardson, Public Works Director
John Evans, Fire Chief
Lee Russo, Police Chief
Sam Johnson, Strategic Communications Director
Steve Pastorik, Acting CED Director
Jake Arslanian, Public Works Department

16897 **OPENING CEREMONY**

The Opening Ceremony was conducted by Lars Nordfelt who led the Pledge of Allegiance to the Flag.

16898 **APPROVAL OF MINUTES OF REGULAR MEETING HELD JANUARY 27, 2015**

The Council read and considered Minutes of the Regular Meeting held January 27, 2015. There were no changes, corrections or deletions.

After discussion, Councilmember Lang moved to approve the Minutes of the Regular Meeting held January 27, 2015, as written. Councilmember Huynh seconded the motion.

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A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16899 **COMMENT PERIOD**

Upon inquiry by Mayor Bigelow, there was no one in attendance desiring to address the City Council during the comment period.

16900 **RESOLUTION NO. 15-23, APPROVE AN AGREEMENT WITH SALT LAKE COUNTY TO PROVIDE ZOO, ARTS AND PARKS FUNDS TO THE UTAH CULTURAL CELEBRATION CENTER**

Mayor Bigelow presented proposed Resolution No. 15-23 that would approve an Agreement with Salt Lake County to provide Zoo, Arts and Parks funds to the Utah Cultural Celebration Center (UCCC).

The Zoo Arts and Parks (ZAP) funding program of Salt Lake County had granted the Utah Cultural Celebration Center a Tier II award in the amount of $64,000.00, to be used for the expansion of existing programs and creation of new cultural initiatives. The award would be used during the program year of 2014-2015.

The Utah Cultural Celebration Center would primarily use ZAP funding for general program development in three designated areas, as follows: 1) educational programming and workshops; 2) festivals, celebrations and concerts; and 3) gallery exhibitions. With this new funding, the Cultural Center would be able to expand its community-based arts and cultural programming. The Center would also be able to reach a greater number of West Valley City and Salt Lake County residents of all ages and income levels representing many cultural and ethnic groups.

The Cultural Center had become the preferred destination for many high quality and diverse cultural and arts events reflecting the interests of the community and enhancing the image of West Valley City. The Cultural Center was poised to continue maximizing the benefits that would result from the yearly ZAP financial award. Over the next 12 months the Center would develop community programming, expand the Partners Program, continue to seek and expand

DRAFT

diversified funding sources, and collaborate on opportunities for residents to experience quality multi-disciplinary arts and cultural programming.

After discussion, Councilmember Rushton moved to approve Resolution No. 15-23, a Resolution Approving an Agreement between West Valley City and Salt Lake County to Provide Zoo, Arts, and Parks Funds to the Utah Cultural Celebration Center. Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16901 **RESOLUTION NO. 15-24, APPROVE AN AGREEMENT WITH GRANGER-HUNTER IMPROVEMENT DISTRICT FOR THE INSTALLATION OF A WATER TRANSMISSION LINE FOR THE 2400 SOUTH 4800 WEST ROADWAY EXTENSION PROJECT**

Mayor Bigelow presented proposed Resolution No. 15-24 that would approve an Agreement with Granger-Hunter Improvement District for the installation of a water transmission line for the 2400 South 4800 West Roadway Extension Project.

Granger-Hunter Improvement District desired to have water and sewer improvements installed together with the above-referenced project. The District was proactively seeking to have water and sewer improvements installed to provide service to future development in the area. Through the subject agreement, Granger-Hunter would agree to pay actual costs for the City's contractor to install the proposed water and sewer lines, estimated at approximately $690,650.00.

After discussion, Councilmember Buhler moved to approve Resolution No. 15-24, a Resolution Authorizing the City to enter into an Agreement with Granger-Hunter Improvement District for the Installation of a Water Transmission Line – 2400 South 4800 West Roadway Extension Project. Councilmember Huynh seconded the motion.

A roll call vote was taken:

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Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16902 **RESOLUTION NO. 15-25, APPROVE A RIGHT-OF-WAY AGREEMENT WITH TRUCKPRO, LLC, FOR PROPERTY LOCATED AT 5508 WEST 2400 SOUTH, ACCEPT A SPECIAL WARRANTY DEED FROM TRUCKPRO, AND EXECUTE A QUIT CLAIM DEED IN FAVOR OF TRUCKPRO**

Mayor Bigelow presented proposed Resolution No. 15-25 that would approve a Right-of-Way Agreement with TRUCKPRO, LLC, a Utah limited liability company, for property located at 5508 West 2400 South, accept a Special Warranty Deed from TRUCKPRO, and execute a Quit Claim Deed in favor of TRUCKPRO.

TRUCKPRO had executed the Right-of-Way Agreement and agreed to sign a Special Warranty Deed for a portion of property located at 5508 West 2400 South (Parcel 14-24-151-005). The subject parcel was one of the properties affected and benefitted by construction of the subject project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road. Compensation for the two parcels totaling 6,520 square feet of property would be in the amount of $47,270.00. The compensation amount had been agreed to through negotiation and mediation based on an appraisal report prepared by the DH Group, LLC, indicating a value of $42,400.00. A 312 square foot remnant portion of the property acquired from NNA Enterprises, LLC, north of the proposed 2400 South extension would be conveyed to TRUCKPRO, LLC.

After discussion, Councilmember Vincent moved to approve Resolution No. 15-25, a Resolution Authorizing the City to enter into a Right-of-Way Agreement with TRUCKPRO, LLC for Property Located at 5508 West 2400 South, Accept a Special Warranty Deed from TRUCKPRO, and Execute a Quit Claim Deed in Favor of TRUCKPRO. Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes

DRAFT

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

16903 **CONSENT AGENDA:**

A. **RESOLUTION NO. 15-26, ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM SIMON TOWER, LLC, FOR PROPERTY LOCATED AT 5114 WEST 2400 SOUTH**

Mayor Bigelow presented proposed Resolution No. 15-26 that would accept a Grant of Temporary Construction Easement from Simon Tower, LLC, for property located at 5114 West 2400 South.

Simon Tower, LLC had signed the Grant of Temporary Construction Easement for property located at the above-referenced location (Parcel 14-24-251-002). The parcel was one of the properties affected and benefitted by construction of the extension project that would extend from 2400 South eastward to 4800 West and north to the SR-201 South Frontage Road.

B. **RESOLUTION NO. 15-27, RATIFY THE CITY MANAGER'S APPOINTMENT OF SHELLEY DAY AS A MEMBER OF THE WEST VALLEY CITY ARTS COUNCIL, TERM: FEBRUARY 10, 2015 – DECEMBER 31, 2016**

Mayor Bigelow presented proposed Resolution No. 15-27 that would ratify the City Manager's appointment of Shelley Day as a member of the West Valley City Arts Council for the term February 10, 2015 through December 31, 2016.

After discussion, Councilmember Rushton moved to approve Resolution Nos. 15-26 and 15-27 as presented on the Consent Agenda. Councilmember Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes

DRAFT

Mayor Bigelow Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE REGULAR MEETING OF TUESDAY, FEBRUARY 10, 2015, WAS ADJOURNED AT 6:40 P.M., BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, February 10, 2015.

_____
Sheri McKendrick, MMC
City Recorder

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February 2015 EAC Employee of the Month
Christopher Freestone
Police Department

A few days ago while at the Salt Lake County Jail I was approached by a corrections deputy who asked to talk with me about Officer Freestone. The deputy stated that he had just gone through a tough time in his life where he had separated from the mother of his child and that she had left him with nothing. This deputy stated that he was extremely concerned with his and his daughter's immediate needs and also for his daughter's Christmas. This deputy stated that he received an unexpected message stating that Officer Freestone would be handling Christmas for them and that he should not worry. As he was telling me this, the deputy was extremely emotionally moved and just wanted to share me what a savior Officer Freestone was in this trying time in his life.

I learned that Officer Freestone "adopts" a law enforcement family every Christmas that is going through a rough time in their lives. Officer Freestone takes care of all their needs and provides a special holiday to the family. Officer Freestone does all this by himself and had not sought accolades for his actions. The deputy that related this story to me did not know Officer Freestone prior to this but was sincerely thankful for Officer Freestone.

Officer Freestone brings a positive light not only to himself but brings a favorable light to the West Valley Police Department and the entire City by his actions. I believe by displaying such actions he is deserving of the Employee of the Month Award. Thank you.

Nominated by Chad Ziegenhorn

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.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
Application: Z-5-2014
Applicant: Lawrence Aposhian
Location: 6570 West 3500 South and 6586 West 3500 South
Size: 2.37 Acres

SYNOPSIS:
Petition to change the zoning from A, agricultural to C-1, neighborhood commercial.

BACKGROUND:
Mr. Aposhian has submitted a zone change application for two parcels totaling 2.37 acres located at 6570 and 6586 West 3500 South. The properties are currently zoned A, agricultural with a General Plan designation of mixed use (retail, office and high density residential). The proposed zone is C-1 (neighborhood commercial).

Surrounding zones include R-1-8 to the west and south and A to the north and east. Surrounding land uses include Aposhian Farm property to the north and east and single family residential on the remaining sides.

There is currently a home that is used as a rental property located on the parcel adjacent to 3500 South. The other parcel contains the garden center and greenhouse area for the Aposhian Farms retail business. If this application is approved, Mr. Aposhian plans to develop the property into a reception center and outdoor garden space. In the future, the rental home adjacent to 3500 South will be demolished and the garden space will be expanded on to the adjacent properties. Further development would include other neighborhood commercial/retail type uses (i.e, photography studio, small restaurant, dress shop, spa, etc.) that would help perpetuate a public non-profit garden type facility.

A copy of the concept plan is attached to this report. Also attached is a letter from the applicant that outlines the reasons why he is proposing the change. All other issues including but not limited to screening, landscaping, access, hours of operation, parking, off site improvements, etc., would be reviewed during the conditional use process.

RECOMMENDATION:
City staff and the Planning Commission recommend approval of the resolution subject to a development agreement.

SUBMITTED BY:
Jody Knapp, Zoning Administrator

December 17, 14

Aposhian Gardens currently functions (and has for many years), as a nursery at the location of the proposed zoning change. We would like the zoning change so we can supplement the nursery with the ability to hold events and weddings.

We have a large building that we would like to modify according to West Valley Building codes in order to hold events. The building is unique in that it is a large indoor garden. We further plan to restore and expand our outdoor garden.

Our hope is to continue to expand the outdoor garden with the goal of making a large open green space that will become a perpetual garden beyond our lifetime. We feel this garden can become a great asset to the community along the lines of Red Butte Gardens. To accomplish this we need to have some commercial business integrated in the "Garden" to make the "Garden" viable and self-sustaining. We envision a beautiful quiet place with a few compatible businesses in and around the "Garden". In order to accomplish this, we need to take a two-step approach.

The first step - obtain a zone change so we can hold events. This first step would also include upgrades and get the garden back into good condition.

The second step - This would come later after the "Garden" is a financial success. It would take a considerable expansion of the "Garden" and would then (on advise from an experienced attorney in this field), be turned into a public non-profit charity like Red Butte Gardens. The "Garden" would then perpetuate itself.

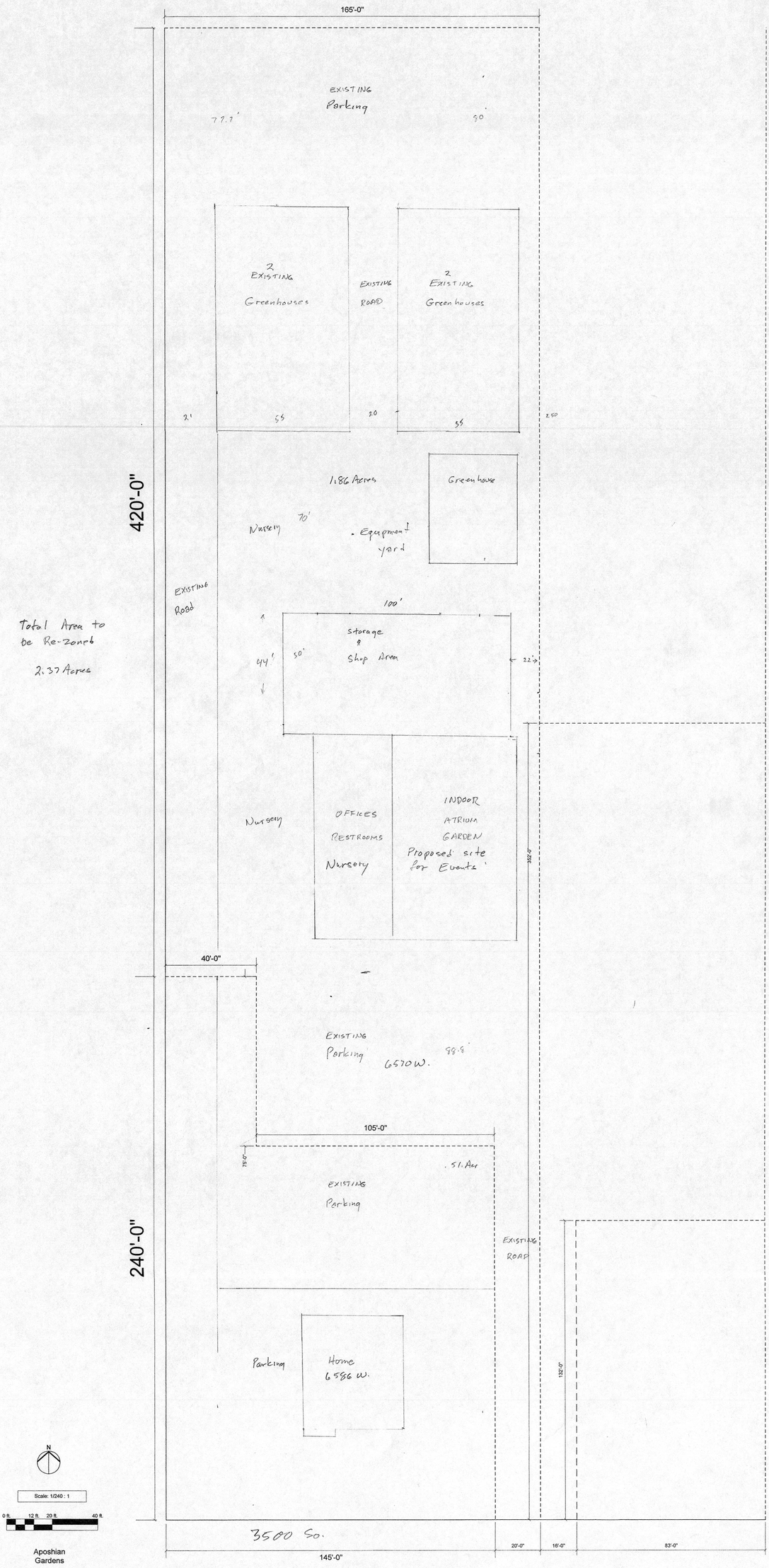
As you are aware we petitioned West Valley City two years ago in behalf of Firefly Equipment Co. for a change in what could be done in an Ag. Zone, to include a conditional use for them to build a sod harvester in an Ag. Zone
Because of time restraints Firefly rented a facility in North Salt Lake so they could begin manufacturing their machine. Currently they are shipping the machines in the US and to Australia. The machines are being well received. They have not ruled out building a new facility on part of this property, if this works out, it will be compatible with the expanded plan we propose.

If you have any questions regarding this project please call us.

Thank you,

Lawrence Aposhian 801-244-4267

Tamra Aposhian 801-971-1499


165'-0"
EXISTING
Parking
77.7'
90
2
EXISTING
Greenhouses
EXISTING
ROAD
2
EXISTING
Greenhouses
3'
55
20
55
2.50
420'-0"
1.86 Acres
Greenhouse
Nursery
70'
Equipment
yard
EXISTING
Road
100'
Storage
&
Ship Area
44'
50'
22'
Nursery
OFFICES
RESTROOMS
Nursery
INDOOR
ATRIUM
GARDEN
Proposed site
for Events
382'-0"
40'-0"
EXISTING
Parking
6570 W.
98.8'
105'-0"
75'-0"
.51 Acr
EXISTING
Parking
EXISTING
ROAD
240'-0"
Parking
Home
6586 W.
132'-0"
3500 So.
20'-0"
16'-0"
83'-0"
145'-0"
Total Area to
be Re-Zoned
2.37 Acres
N
Scale: 1/240 : 1
0 ft.
12 ft.
20 ft.
40 ft.
Aposhian
Gardens

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 6570-6586 W 3500 S FROM ZONE 'A' (AGRICULTURE) TO ZONE 'C-1' (NEIGHBORHOOD COMMERCIAL)

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-5-2014, filed by Lawrence Aposhian, located at 6570-6586 W 3500 S is hereby reclassified from zone 'A' (agriculture) to zone 'C-1' (neighborhood commercial) said property being more particularly described as follows:

Parcel # 14-27-476-003
COM 70 RDS W OF SE COR SEC 27, T 1S, R 2W, S L M; N 660 FT; W 165 FT; S 420 FT; E 40 FT; S 75 FT; E 105 FT; S 165 FT; E 20 FT TO BEG. LESS STREET.
1.86 Acres

Parcel # 14-27-476-008
COM 1175 FT W FR SE COR SEC 27, T 1S, R 2W, S L M; W 145 FT;N 240 FT; E 40 FT; S 75 FT; E 105 FT; S 165 FT TO BEG LESS STREET
.51 Acres

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

January 15, 2015

Lawrence Aposhian
6570 W 3500 S
West Valley City, UT 84128

Dear Mr. Aposhian,

The West Valley City Planning Commission voted on January 14, 2015 to approve application #Z-5-2014. This application is for a zone change from 'A' (agriculture) to 'C-1' (neighborhood commercial). The property is located at 6570-6586 W 3500 S.

The motion for approval of the the zone change to C-1 is subject to a development agreement that specifies the following:

a. Property shall be dedicated to a 106' right-of-way along 3500 South.
b. Staff shall work with the applicant to define what is allowed on this property in the 'C-1' zone.

You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3497.

Sincerely,

Jody Knapp, AICP
Zoning Adminstrator

Z-5-2014
Lawrence Aposhian
6570-6586 West 3500 South
Zone Change from A to C-1
2.37 acres

Lawrence Aposhian has submitted a zone change application for property located at 6570/6586 West 3500 South. The property is currently zoned A (agricultural with an ½ acre lot minimum) with a General Plan designation of mixed use. The proposed zone is C-1 (neighborhood commercial).

Surrounding zones include R-1-8 to the west and south and A to the north and east. Surrounding land uses include Aposhian Farm property to the north and east and single family residential on the remaining sides.

There is currently a home that is used as a rental property that is located on the parcel adjacent to 3500 South. This use is currently not licensed at this time. The other parcel contains the garden center and greenhouse area for the Aposhian Farms retail business. If this application is approved, Mr. Aposhian plans to develop the property into a reception center and outdoor garden space. This use would be reviewed as a conditional use in a C-1 zone, therefore the specific site requirements will be evaluated at that time.

Currently the right-of-way along 3500 South is dedicated to 66' and the major street plan shows this area requires a 106' right-of-way. Staff recommends a development agreement be used to secure the additional right-of-way.

The applicant has indicated that the rental home adjacent to 3500 South will eventually be demolished and the garden space will be expanded on to the adjacent properties and would include other compatible boutique type retail uses (i.e, photography studio, small restaurant, etc.) that would help perpetuate a public non-profit garden type facility.

The following are important considerations the Planning Commission should weigh while reviewing this application:

1. The property has historically been used for commercial purposes. Mr. Aposhian has operated his nursery and sod related business on this property since the 1970's (C-265-1975).
2. The General Plan currently recommends a mixed use designation for this area which includes retail, office and high density residential.
3. The intended use as outlined by Mr. Aposhian will remain somewhat low-impact. The reception center use will be monitored by people that live directly on-site and the future expansion of the gardens will help perpetuate the existence of open space for the future.
4. There is currently no other commercial use located adjacent to or within 1,000 feet of this property.
5. The property is directly adjacent to residential property so intensifying the use here could negatively impact the adjacent owners.
6. The C-1 zone does allow for a variety of types of uses that may not be desirable at this location.

A copy of the concept plan is attached to this report. Also attached is a letter from the applicant that outlines the reasons why he is proposing the change.

Staff Alternatives:

1. Approval
    a. Approval of the zone change to C-1 subject to a development agreement that specifies the following:
        i. Property shall be dedicated to a 106' right-of-way along 3500 South.

2. Continuance, for reasons determined during the public hearing.

3. Denial, the property should remain residential.

Applicant:	**Applicant:**
Lawrence Aposhian	Tamara Aposhian
6570 W 3500 S	6570 W 3500 S

Discussion: Jody Knapp presented the application. Jack Matheson asked if there will be enough parking for a reception center. Jody replied that there would likely need to be 60 parking stalls based on the proposed size of the building and Mr. Aposhian feels confident he will have enough room to provide this.

Lawrence Aposhian, the applicant, stated that his objective is to create a place for events and also to expand the gardens on this property and keep it as open space for the future. Barbara Thomas asked if the road leading back to the proposed reception center is wide enough or if it will need to be expanded. Mr. Aposhian replied that this may need to be widened depending on the Fire Department review. He indicated a lot of this will need to be addressed at the conditional use phase of the process. He stated that another option could be to have a one way road to the east on a separate parcel that he owns and have it loop to the west. Barbara Thomas asked if the turf farming business that was approved will still be operating at this location. Mr. Aposhian replied that the business rented out a facility in North Salt Lake in order to fulfill orders. He indicated that they may still utilize his property since they need more space in the future. Barbara Thomas asked if there is landscaping that will need to be redone. Mr. Aposhian replied that he would prefer to widen the road when the rental house is torn down but this hasn't been determined yet. Vice-Chairman Thomas stated that there is a large berm that may need to be removed for visibility. Jack Matheson asked where the existing pond gets its water. Mr. Aposhian replied that he installed it and it was used for irrigation. Any potential ponds in the future would be for landscaping. Latai Tupou asked if a fence will be constructed. Mr. Aposhian replied that he would like to keep the existing trees and shrubs if he is able but will install a fence if it is required.

Tamara Aposhian, representing the applicant, stated that the City needs more open space. She indicated that there is a great sense of urgency to save what is still vacant in West Valley and it is her family's goal to provide open space. Vice-Chairman Thomas asked if the family was looking into a non-profit association. Ms. Aposhian replied yes and indicated that her family would like to pattern the property after places like Thanksgiving Point and Red Butte Gardens.

Vice-Chairman Thomas stated that she is concerned about opening this property up to all the potential businesses allowed in a C-1 zone. Brent Fuller agreed and asked if a Development

Agreement could restrict harsher uses. Jody replied that this could be looked at but is often difficult to keep track of. Commissioner Fuller stated that he would like staff to look into something to provide to City Council.

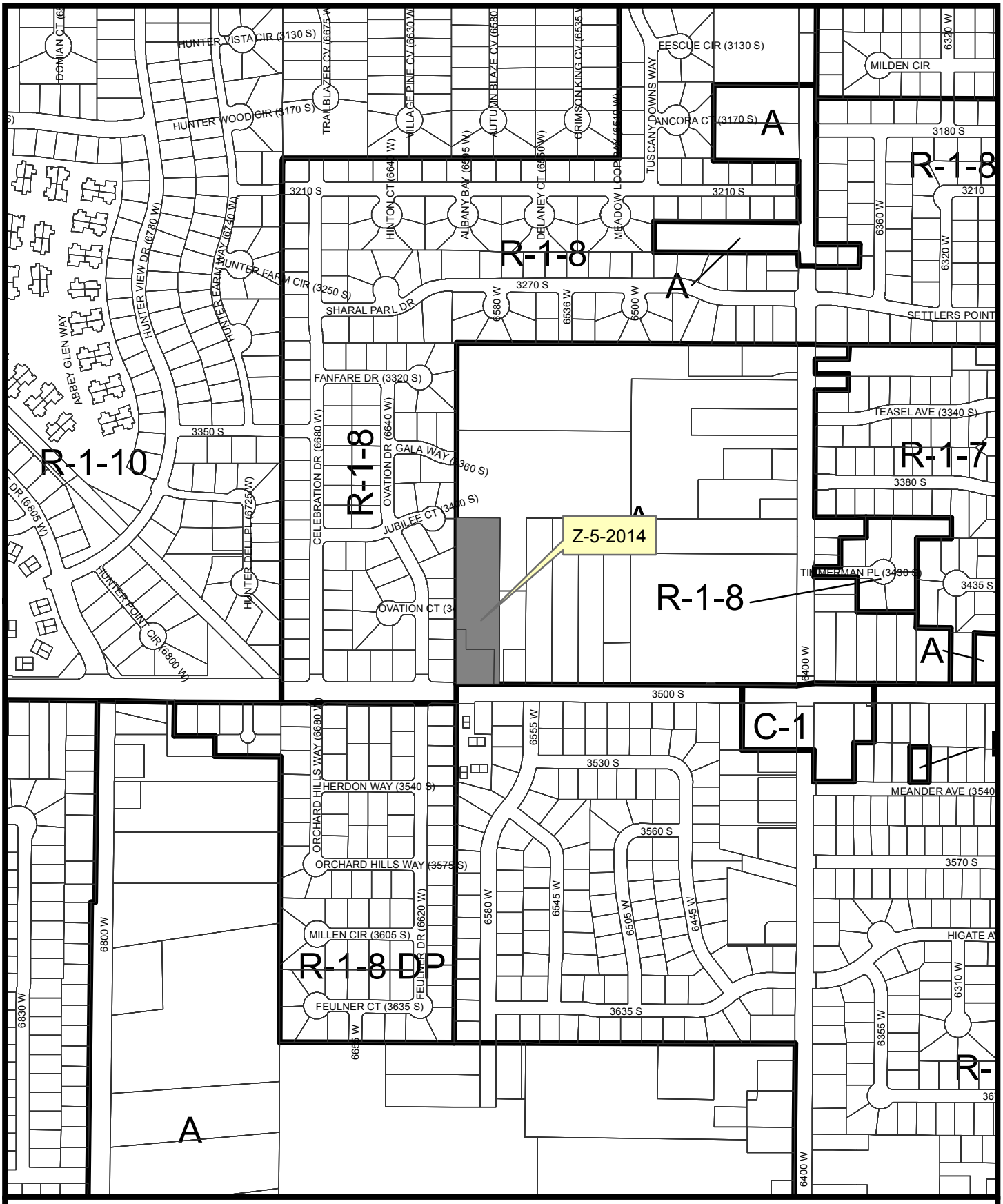
Motion: Commissioner Fuller moved for approval subject to the staff conditions and adding that staff will work with the applicant to define what is allowed on this property for the 'C-1' zone.

Commissioner Matheson seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Vice- Chairman Thomas	Yes

Unanimous-Z-5-2014- Approved



Z-5-2014
Lawrence Aposhian
6570-6586 W 3500 S

Z-5-2014 Petition by **LAWRENCE APOSHIAN** requesting a **zone change** from 'A' (agriculture) to 'C-1' (neighborhood commercial). The property is located at 6570-6586 W 3500 S on 2.37 acres. (Staff- **Jody Knapp** at 801-963-3497)

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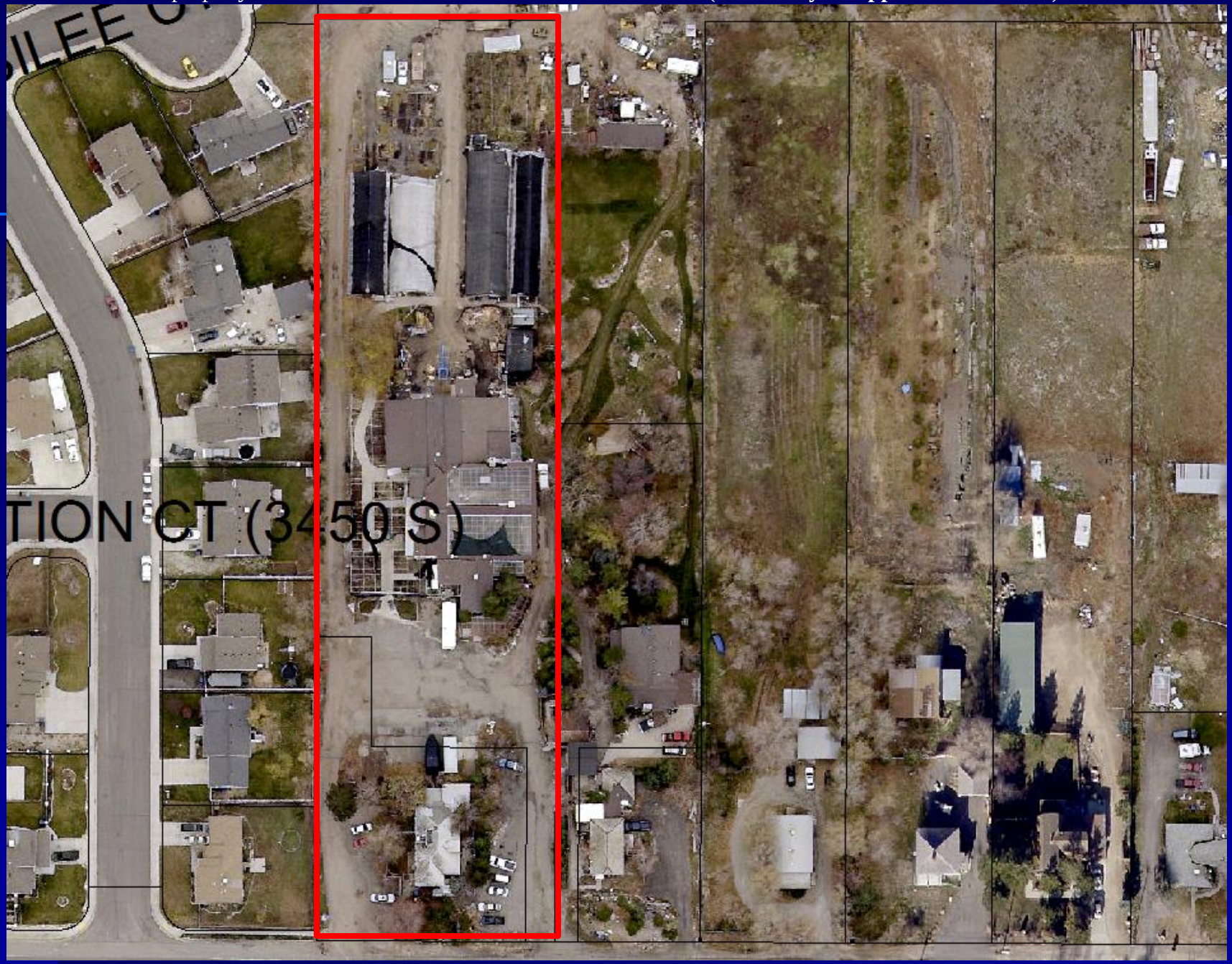

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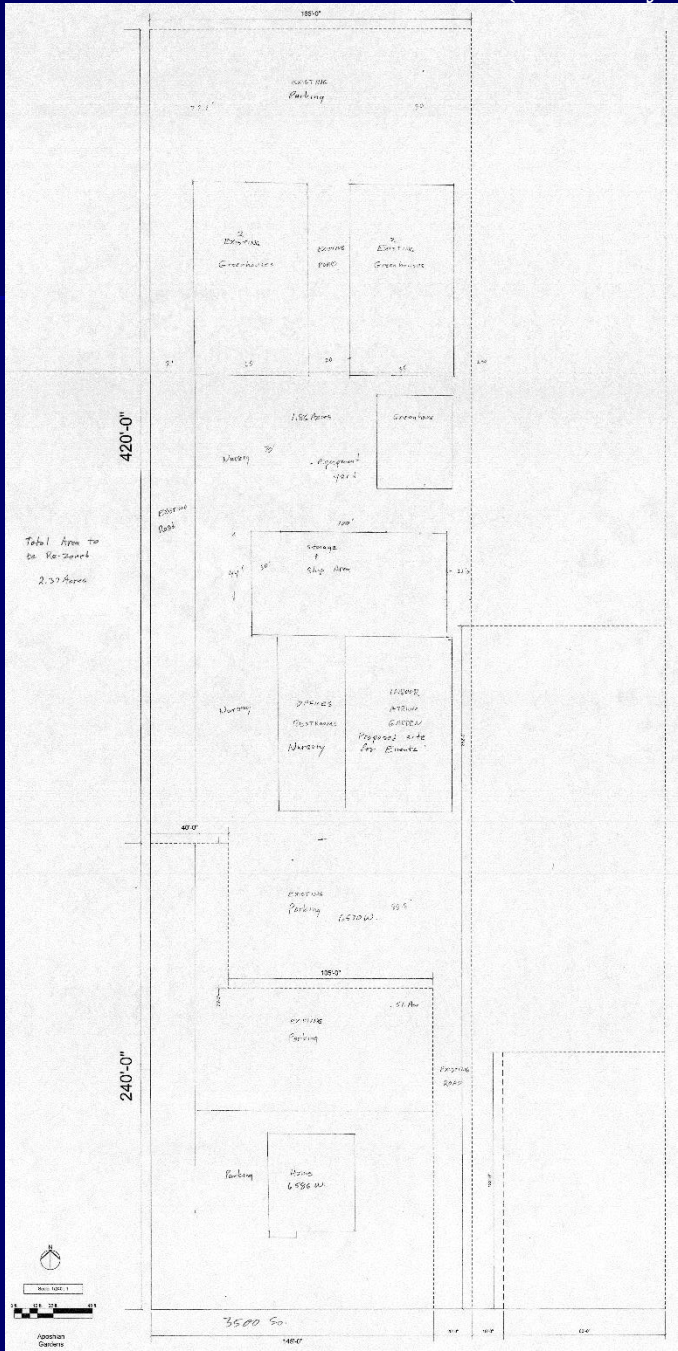

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Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Lawrence Aposhian.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Lawrence Aposhian to acquire additional right-of-way along 3500 South, as well as establish standards for development of property in the C-1 Zone at 6570 and 6586 West 3500 South.

BACKGROUND:

Lawrence Aposhian has submitted a zone change application (Z-5-2014) to change 2.37 acres of property from A, agricultural, to C-1, neighborhood commercial zone. Staff and the Planning Commission recommend a development agreement to be approved in conjunction with the zone change to acquire additional right-of-way as outlined the City's Major Street Plan and also ensure the development is compatible with the residential character of the adjacent properties.

The proposed development agreement contains the following requirements:

1. Property shall be dedicated to a 106' right-of-way along 3500 South.

2. The uses on the subject property shall be limited to the following, as outlined in Exhibit C.

RECOMMENDATION:

City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LAWRENCE APOSHIAN AND RED/GRAY HOUSE, LLC, FOR APPROXIMATELY 2.37 ACRES OF PROPERTY LOCATED AT 6570-6586 WEST 3500 SOUTH.

WHEREAS, Lawrence Aposhian and Red/Gray House, LLC, (collectively "Developers") own real property within the limits of West Valley City, Utah, on which Developers propose to establish minimum standards for a new commercial development (herein the "Project"); and

WHEREAS, Developers have voluntarily represented to the West Valley City Council that it will enter into and abide by this binding development agreement (herein "Agreement"); and

WHEREAS, Developers are willing to restrict the property in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached and that, upon approval of the final form of the Agreement by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, Utah.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Lawrence Aposhian, an individual, Red/Gray House, LLC, a Utah limited liability company (collectively "Developers"), for the land to be included in or affected by the project located at approximately 6570-6586 West 3500 South in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developers own approximately 2.37 acres of real property located at 6570-6586 West 3500 South in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developers propose to establish minimum standards for a new commercial development (the "Project"); and

WHEREAS, Developers have voluntarily represented to the West Valley City Council that they will enter into this binding Development Agreement (the "Agreement"); and

WHEREAS, Developers are willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developers and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developers' vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developers acknowledge and agree that nothing in this Agreement shall be deemed to relieve them from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit B. The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developers in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developers.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A and B are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPERS:	Lawrence Aposhian 6570 West 3500 South West Valley City, UT 84128
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

LAWRENCE APOSHIAN

By: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me Lawrence Aposhian, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, that the foregoing instrument was signed by him.

_____
Notary Public

RED/GRAY HOUSE, LLC

By: _____

Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who that he is the _____ [title], of Red/Gray House, LLC, a limited liability company, and that the foregoing instrument was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel # 14-27-476-003
COM 70 RDS W OF SE COR SEC 27, T 1S, R 2W, S L M; N 660 FT; W 165 FT; S 420 FT; E 40 FT; S 75 FT; E 105 FT; S 165 FT; E 20 FT TO BEG. LESS STREET.
1.86 Acres

Parcel # 14-27-476-008
COM 1175 FT W FR SE COR SEC 27, T 1S, R 2W, S L M; W 145 FT;N 240 FT; E 40 FT; S 75 FT; E 105 FT; S 165 FT TO BEG LESS STREET
.51 Acres

EXHIBIT B

DEVELOPMENT STANDARDS

1. Property shall be dedicated to a 106' right-of-way along 3500 South. Dedication must occur within six months of execution of this Agreement.
2. The uses on the Project shall be limited to the following, as defined in Title 7 of the West Valley City Municipal Code:
    a. Caretaker dwelling incidental to and above or behind a principal commercial use;
    b. Community use;
    c. Commercial condominium;
    d. Day care or preschool;
    e. Greenhouse or garden supply;
    f. Medical clinic or doctor's offices;
    g. Neighborhood grocery;
    h. Neighborhood service establishment;
    i. Parking lots;
    j. Professional office;
    k. Public utility installation;
    l. Reception Center as an accessory use to a garden center;
    m. Restaurant, including on-premise beer retail as part of the restaurant use;
    n. Retail department or specialty store with no outside storage or display;
    o. Seasonal fruit/produce vendor stand as a temporary use;
    p. Shopping center;
    q. Signs as permitted by Title 11 of the West Valley City Municipal Code;
    r. Temporary uses as allowed by Section 7-2-115 of the West Valley City Municipal Code; and
    s. Uses customarily accessory to a use listed by this Exhibit B.

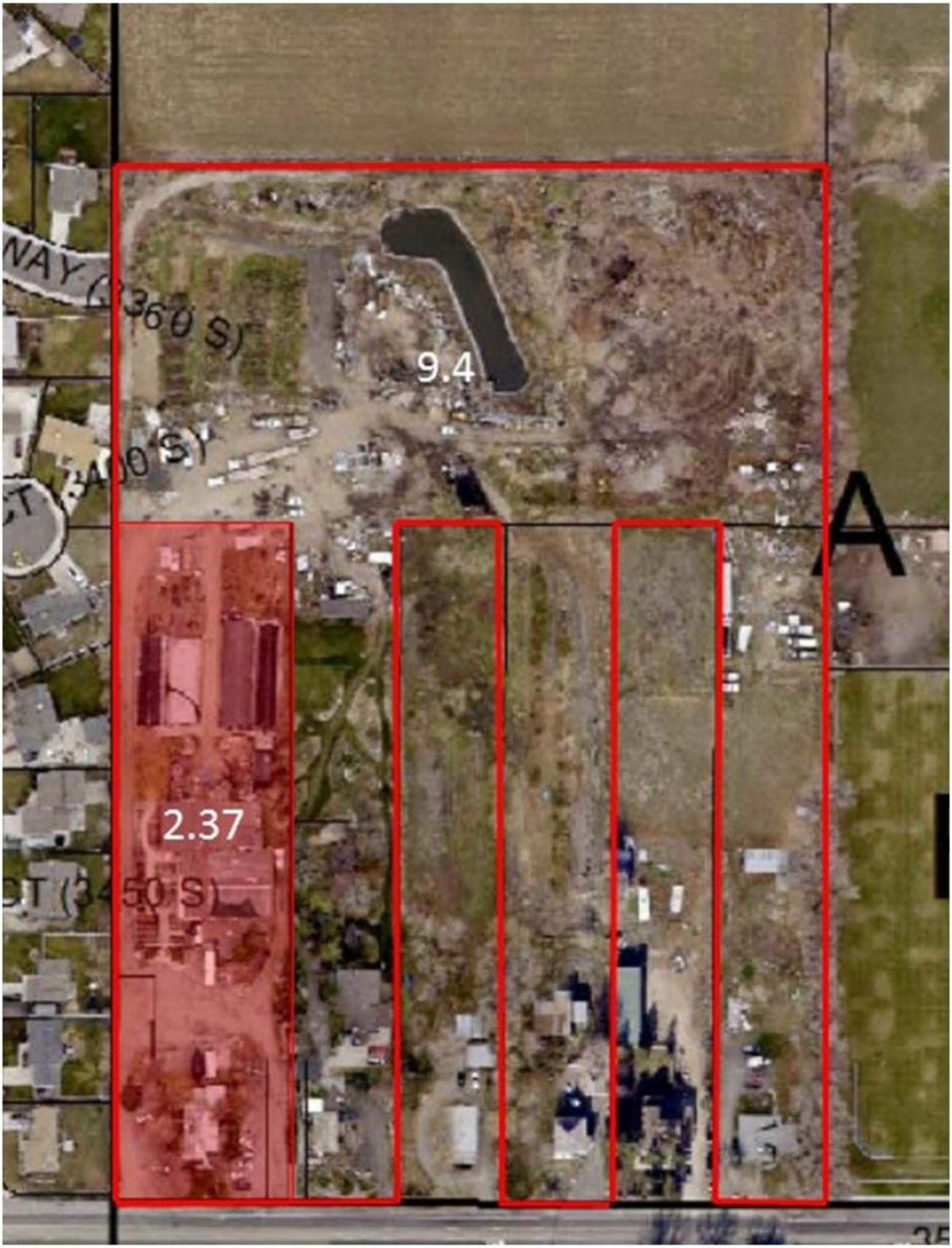
EXHIBIT B

DEVELOPMENT STANDARDS

1. Property shall be dedicated to a 106' right-of-way along 3500 South. Dedication must occur within six months of execution of this Agreement.
2. The uses on the Project shall be limited to the following, as defined in Title 7 of the West Valley City Municipal Code:
    a. Caretaker dwelling incidental to and above or behind a principal commercial use;
    b. Community use;
    c. Day care or preschool;
    d. Greenhouse or garden supply;
    e. Medical clinic or doctor's offices;
    f. Neighborhood grocery;
    g. Neighborhood service establishment;
    h. Professional office;
    i. Public utility installation;
    j. Reception Center as an accessory use to a garden center;
    k. Restaurant, including on-premise beer retail as part of the restaurant use;
    l. Retail department or specialty store with no outside storage or display;
    m. Seasonal fruit/produce vendor stand as a temporary use;
    n. Signs as permitted by Title 11 of the West Valley City Municipal Code;
    o. Temporary uses as allowed by Section 7-2-115 of the West Valley City Municipal Code; and
    p. Uses customarily accessory to a use listed by this Exhibit B.

7-6-1002. SCHEDULE OF USES.

	Use	C-1	
~~2.~~	~~Bank~~	~~P~~	Does not fit with the intended purpose of site.
5.	Caretaker dwelling incidental to and above or behind a principal commercial use	C	There is an existing residence in reception building.
~~7.~~	~~Commercial indoor recreation~~	~~C~~	Does not fit with intended purpose of site.
9.	Community use	P	Private non-profit rec grounds
~~10.~~	~~Commercial condominium~~	~~C~~	Reduce potential for multiple owners.
~~12.~~	~~Convenience store~~	~~C~~	Does not fit with the intended purpose of site.
13.	Day care; preschool	P	Low impact neighborhood use.
~~15.~~	~~Fast food establishment which is located under the roof of a shopping center containing at least six other retail uses~~	~~C~~	Does not fit with the intended purpose of site.
16.	Greenhouse; garden supply	C	Existing Use
21.	Medical clinic; doctor's offices	P	Therapeutic type office
22.	Neighborhood grocery	C	Under 5,000 sqft - fresh fruit, bakery, deli
23.	Neighborhood service establishment	P	Beauty salon, ice cream , tailor, photography
~~24.~~	~~Nursing home; convalescent center~~	~~C~~	Does not fit with the intended purpose of site.
~~25.~~	~~Off-premises beer retailer licensed outlet~~	~~P~~	Does not fit with the intended purpose of site.
~~28.~~	~~Parking lots~~	~~P~~	As the primary use, does not fit with the intended use of site.
~~31.~~	~~Permanent Cosmetic Establishment~~	~~C~~	Does not fit with the intended purpose of site.
33.	Professional office	P	Architect, artist, lawyer, realtor
34.	Public utility installation (except lines and rights-of-way)	C	Necessary for commercial use
36.	Reception Center as an accessory use to a garden center	C	Intended use for rezone
40.	Restaurant, Restaurant on-premises beer retailer	C	Complimentary use to reception/garden area
41.	Retail department or specialty store with no outside storage or display	C	Small retail uses. Dress shop
~~42.~~	~~Sale and/or storage of gasoline, diesel, and other fuels~~	~~C~~	Does not fit with the intended purpose of site.
44.	Seasonal fruit/produce vendor stand as temporary use only	P	Agricultural use
~~46.~~	~~Shopping center~~	~~C~~	Too large for intended use
47.	Signs (see Title 11, Sign Ordinance)	P	Necessary for commercial use
~~49.~~	~~Supermarket~~	~~C~~	Too large for intended use
51.	Temporary uses as allowed by Section 7-2-115	P	Festival or community event
54.	Uses customarily accessory to a listed permitted use	P	Uses accessory to Exhibit B.
55.	Uses customarily accessory to a listed conditional use	P	Uses accessory to Exhibit B.
~~56.~~	~~Veterinary hospital/indoor kennel~~	~~C~~	Does not fit with the intended purpose of site.


NAY (3360 S)
9.4
A
2.37

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Application: #Z-6-2014
Applicant: Hallmark Homes and Development
Location: 3700 S 6400 W
Size: 25.9 acres

SYNOPSIS:

Change zone from 'A' (agriculture) to 'R-1-10' (single family residential, minimum lot size 10,000 square feet).

BACKGROUND:

Hallmark Homes has requested a zone change for 6 parcels totaling 25.9 acres at 3700 South 6400 West from A (agriculture, minimum lot size of ½ acre) to R-1-10 (single family residential, minimum lot size 10,000 square feet). Hallmark Homes and Fieldstone Homes submitted rezone applications from A to R-1-10 for 5 of the 6 subject parcels in April of 2014. The Planning Commission recommended approval of the zone change; however, the City Council denied the request in September of 2014.

Following the City Council denial, staff held numerous meetings with the Newton family, Hallmark Homes and Fieldstone Homes to develop a concept plan and development agreement that addresses the Council's desire for a unique, high quality development that helps accomplish the housing goals identified in the latest General Plan draft. After extensive discussions, Hallmark Homes, in partnership with Fieldstone Homes, submitted a new zone change application with an accompanying concept plan and development agreement. The proposed development agreement includes standards that are much more stringent than the previous proposal.

The concept plan includes the 6 subject parcels as well as other properties that are not a part of this application. The latest concept is a planned unit development (PUD) with an overall density of 3.21 units/acre. Included in the PUD concept is a 1 acre neighborhood park together with a linear parkway that runs the entire length of the property and connects to Orchard Elementary.

While the Tom Nixon property to the south is already zoned R-1-10 and includes a development agreement, Mr. Nixon has requested that his development agreement be amended to match the agreement proposed by Hallmark Homes.

RECOMMENDATION:

The Planning Commission and staff recommend approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Planning Director/Assistant CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

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

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3700 S 6400 W FROM ZONE 'A' (AGRICULTURE) TO ZONE 'R-1-10' (SINGLE FAMILY RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET)

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

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

SECTION 1. ZONING CHANGE.

The property described in application #Z-6-2014, filed by Hallmark Homes and Development, located at 3700 S 6400 W is hereby reclassified from zone 'A' (agriculture) to zone 'R-1-10' (single family residential, minimum lot size 10,000 square feet) said property being more particularly described as follows:

PARCEL #: 14-34-251-003
LOT 1, NEWTON SUBDIVISION

PARCEL #: 14-34-251-004
LOT 2, NEWTON SUBDIVISION

PARCEL #: 14-34-276-049
BEG 1144.1 FT N & 175 FT W FR E 1/4 COR OF SEC 34, T 1S, R 2W, S L M; S 33 FT; W 39 FT; N 33 FT; E 39 FT TO BEG. ALSO BEG 1320 FT N FR E 1/4 COR OF SD SEC 34; W 340 FT; S 209 FT; W 209 FT; N 209 FT; W 495.86 FT; S 365 FT; E 834.96 FT; N 49.1 FT; W 128 FT 10 INS; N 77 FT; E 124 FT; N 63 FT; E 39 FT; N 115.9 FT; E 175 FT; N 60 FT TO BEG. LESS STREET ALSO BEG 1004.1 FT N & 214.01 FT W FR E 1/4 COR OF SD SEC 34; W 124 FT; N 77 FT; E 124 FT; S 77 FT TO BEG. 6.34 AC M OR L.

PARCEL #: 14-34-276-058
BEG N 660 FT & W 995.7 FT FR E 1/4 COR OF SEC 34, T1S, R2W, SLM; N 295 FT; W 49.15 FT; N 147.2 FT; W 115 FT; S 25.4 FT; W 418.23 FT; N 243.2 FT; W 402.07 FT; S 660 FT; E 104.13 FT M OR L; N 69 FT; E 54 FT; E'LY ALG A 15 FT RADIUS CURVE TO L23.56 FT (CHD S 45°00'00" E 21.21 FT); SE'LY ALG A 827 FT RADIUS CURVE TO R 178.44 FT (CHD S 83°49'07" E 178.09 FT); SE'LY ALG A 773 FT RADIUS CURVE TO L 166.79 FT (CHD S 83°49'07" E 166.46 FT); E 9.08 FT; S 16.9 FT; E 459.7 FT M OR L TO BEG. 11.2 AC M OR L.

PARCEL #: 14-34-276-026
COM 732 FT N FR E 1/4 COR SEC 34, T 1S, R 2W, SL MER, W 120 FT; N 73 FT; E 120 FT; S 73 FT TO BEG. LESS STREET. 0.15 AC.

PARCEL #: 14-34-276-061
BEG N 660 FT FR E 1/4 COR OF SEC 34, T1S, R2W, SLM; W 995.7 FT; N 295 FT; E 785.8 FT; S 0°01'12" W 46.64 FT M OR L; N 89°58'01" E 209.16 FT; S 103.51 FT M OR L; W 120 FT; S 73 FT; E 120 FT; S 72 FT TO BEG. 6.19 AC M OR L

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WEST VALLEY CITY
Unity Pride Progress

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

January 15, 2015

Hallmark Homes and Development
2964 W 4700 S
Suite 112A
West Valley City, UT 84129

To Whom It May Concern:

The West Valley City Planning Commission voted on January 14, 2015 to approve application #Z-6-2014. This application is for a zone change from 'A' (agriculture) to 'R-1-10' (single family residential, minimum lot size 10,000 square feet). The property is located at 3700 S 6400 W.

The motion for approval is subject to a development agreement that includes the standards proposed by the applicant and recommended by staff.

You will be notified by the City Recorder of the date and time your application will appear on the City Council agenda.

If you should have any comments or questions, please feel free to contact our office at 963-3545.

Sincerely,

Steve Pastorik, AICP
Planning Director/ Assistant CED Director

Z-6-2014
Hallmark Homes
3700 South 6400 West
A to R-1-10
25.9 acres

Hallmark Homes has requested a zone change for 6 parcels totaling 25.9 acres at 3700 South 6400 West from A (agriculture, minimum lot size of ½ acre) to R-1-10 (single family residential, minimum lot size 10,000 square feet). Surrounding zones include R-1-8 and A (single family residential, minimum lot size 8,000 square feet) to the north and east, A to the west and A and R-1-10 to the south. The property is surrounded by vacant/agricultural ground to the south and west, single family homes to the north and single family homes and vacant ground to the east. The subject property is designated as large lot residential, which anticipates 2 to 3 units/acre, in the West Valley City General Plan. The General Plan also indicates the need for a park in this area.

General Plan and Zoning History
Back in 1997, the City Council directed staff to identify vacant or agricultural properties planned for residential use and propose General Plan/zone changes that would result in density reductions for these properties to provide a greater variety of lot sizes within the City. In keeping with this direction, the General Plan designation on the Newton Family Farm property, which includes the subject parcels, was changed from low density residential (3 to 4 units/acre) to large lot residential (2 to 3 units/acre). A portion of the Newton Family Farm property was also rezoned from R-1-8 to A.

In 2005 a General Plan/zone change application was submitted to change the General Plan from large lot residential to low density residential and the zoning from A to R-1-8 on a portion of the Newton Family Farm property. This application was denied by the Planning Commission. In 2006 another application was submitted by Eric Bishop to change the zoning on the same property from A to R-1-10. This application was approved subject to a development agreement. Later that same year, Tom Nixon submitted a zone change application from A to R-1-10 for another portion of the Newton Family Farm property. This application was also approved subject to a development agreement.

Hallmark Homes and Fieldstone Homes submitted rezone applications from A to R-1-10 for 5 of the 6 subject parcels in April of 2014. The Planning Commission recommended approval of the zone change; however, the City Council denied the request.

Development Proposal
Following the City Council denial of the rezone requests from Hallmark Homes and Fieldstone Homes in September of 2014, staff held numerous meetings with the Newton family, Hallmark Homes and Fieldstone Homes to develop a concept plan and development agreement that addresses the Council's desire for a unique, high quality development that helps accomplish the housing goals identified in the latest General Plan draft. After extensive discussions, Hallmark Homes, in partnership with Fieldstone Homes, submitted a new zone change application with an accompanying concept plan and development agreement which are both attached. Also attached is a letter in support of this application from Russ Tolbert with Hallmark Homes. Staff supports the latest concept plan and development agreement.

The concept plan includes the 6 subject parcels as well as other properties that are not a part of this application. As a reminder, a concept plan is included to give the Commission an idea of the potential

number of lots and to show how the property could be developed. Generally speaking, concept plans have not been engineered, meaning that storm drainage, topography and utilities have not been accounted for. For this reason, concept plans are subject to change.

The latest concept is a planned unit development (PUD) with an overall density of 3.2 units/acre. Included in the PUD concept is a 1 acre neighborhood park together with a linear parkway that runs the entire length of the property and connects to Orchard Elementary.

Development Agreement
The proposed development agreement includes standards that, in staff's opinion, are the most stringent for home size and design used to date. For comparison purposes, the attached table compares the latest development agreement proposal with current ordinance standards, the development agreement approved for Tom Nixon's property and the previous development agreement proposal on the subject property. The home plans included represent typical home plans to be built in the development. Additional home plans that meet the minimum number of points can be approved by staff. Some of the highlights of the development agreement are:

- The minimum home size for ramblers is 1,600 sq. ft. (up to 12 can be 1,550 sq. ft.) and the minimum size for two story homes is 2,100 sq. ft.
- At least 60% of all homes will have a 3 car garage.
- Exteriors will be 100% masonry (stucco, brick, stone or fiber cement siding) with every home having brick or stone on the front façade.
- The minimum number of points required for design features has been increased from 250 to 350 points for ramblers and from 300 to 420 points for two story homes.
- At least 50% of all homes will have front porches.
- 1.4 acres of ground will be dedicated to the City for a neighborhood park and linear parkway.

It is worth noting here that Tom Nixon has requested that his development agreement be amended to match what Hallmark Homes is now proposing. This request is not part of this rezone application and will be considered by the City Council.

Staff Alternatives:

- Approval of the zone change to R-1-10 subject to a development agreement that includes the standards proposed by the applicant and recommended by staff.
- Continuance, for other reasons determined at the public hearing.
- Denial, R-1-12 is a more appropriate zone to accomplish the City Council's goal to achieve a greater variety of lot sizes within the City.

Applicant:	**Neutral:**	**Favored:**	**Neutral:**
Russ Tolbert	Jim Defay	Dave Newton	Billy Burke
8608 Cima Drive	93 S Military Ave.		3801 S 6400 W

Discussion: Steve Pastorik presented the application. Russ Tolbert, the applicant, stated that this will be a great community within the City with one of the last big pieces of land left. He indicated that he has worked closely with staff and the property owners to come up with a good plan. Mr. Tolbert stated that the homes are larger, there are porches on most front elevations, there is a common theme throughout the neighborhood, a linear park, and the historical barn will be used in the proposed park. He added that there will be pedestrian

access to the existing elementary school which will be beneficial to many residents in the subdivision.

Jim Defay, a neighbor, asked what changes have been made to the Development Agreement. Steve stated that he will provide Mr. Defay with the agreement and stated that the latest agreement includes home plans, street lighting details, and proposed home address plates. Mr. Defay stated that he could potentially be interested in something similar for his property in the future. He indicated that irrigation and drainage will need to be functional. Mr. Defay asked what the point system is. Steve briefly described how the point system in the City's ordinance works and indicated that it is mainly features on the exterior of a home that are given value and homes must meet a minimum standard. He added that proposed homes will exceed the City's minimum amount of points by at least 100.

Dave Newton, a property owner, stated that he is impressed with what staff and the developers have come up with. He indicated that the Newton family is satisfied with the proposal.

Billy Burk, a neighbor, clarified that there are two properties not included on the south. Steve indicated which properties are part of the application on the aerial. Mr. Burk asked if Tom Nixon was still involved with Hallmark. Steve replied no but added that he has worked with Mr. Tolbert and is proposing similar standards. Mr. Burke stated that the sewage and drainage systems will need to be worked out. Steve agreed and indicated that utility connections will be discussed and engineered if this reaches the subdivision phase.

Clover Meaders stated that the Planning Commission previously approved this zone change and questioned why City Council denied it. Steve replied that the City Council wanted to see something more unique than a standard subdivision. He indicated that staff, the developers, and the property owners have worked together to try and accomplish this.

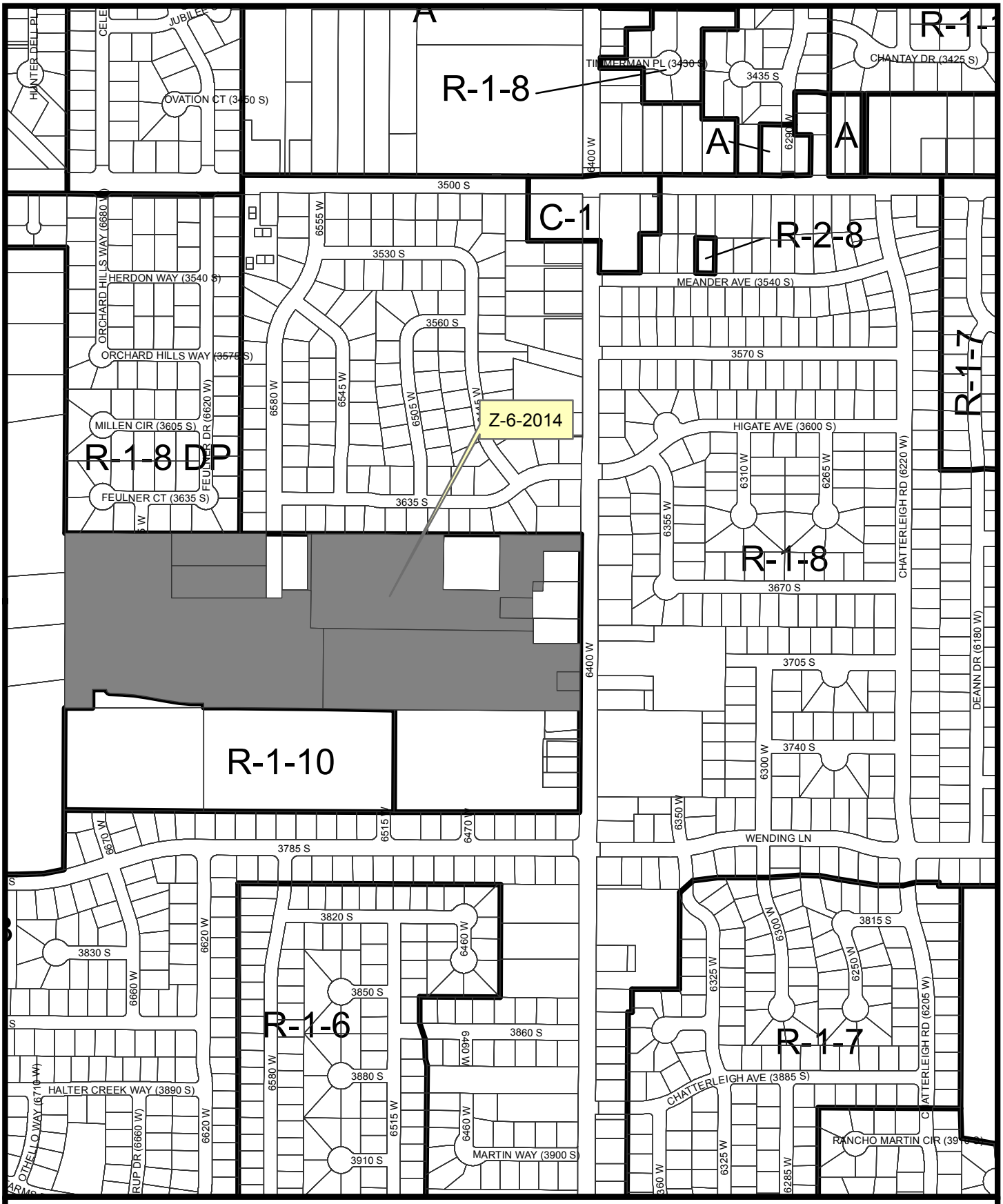
Motion: Commissioner Woodruff moved for approval subject to a development agreement that includes the standards proposed by the applicant and recommended by staff

Commissioner Tupou seconded the motion.

Roll call vote:

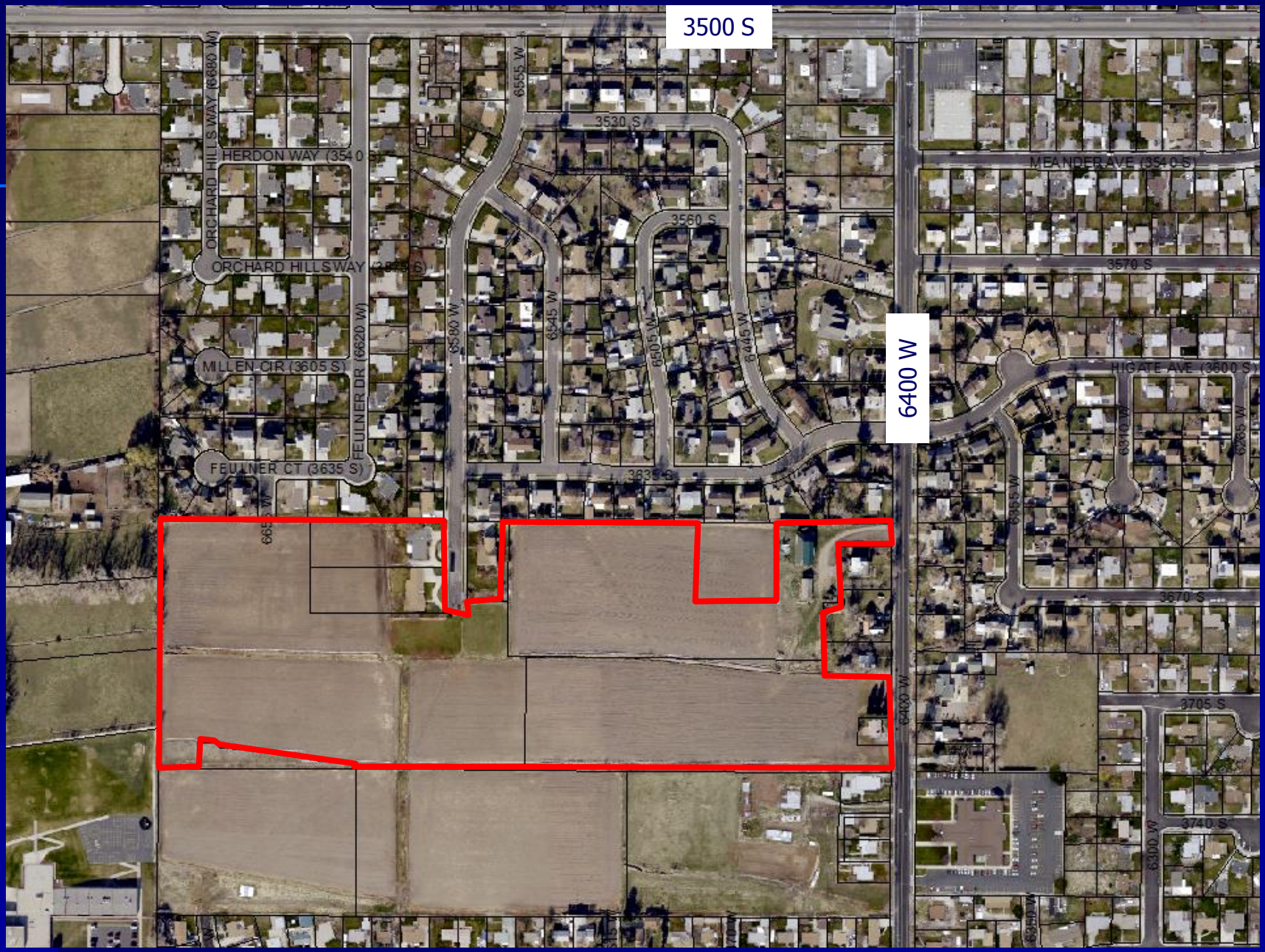
Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Vice- Chairman Thomas	Yes

Unanimous-Z-6-2014- Approved



Z-6-2014
Hallmark Homes and Development
3700 S 6400 W

Z-6-2014 Petition by **HALLMARK HOMES AND DEVELOPMENT** requesting a **zone change** from 'A' (agriculture) to 'R-1-10' (single family residential, minimum lot size 10,000 square feet). The property is located at 3700 S 6400 W on 25.9 acres. (Staff- **Steve Pastorik** at 801-963-3545)



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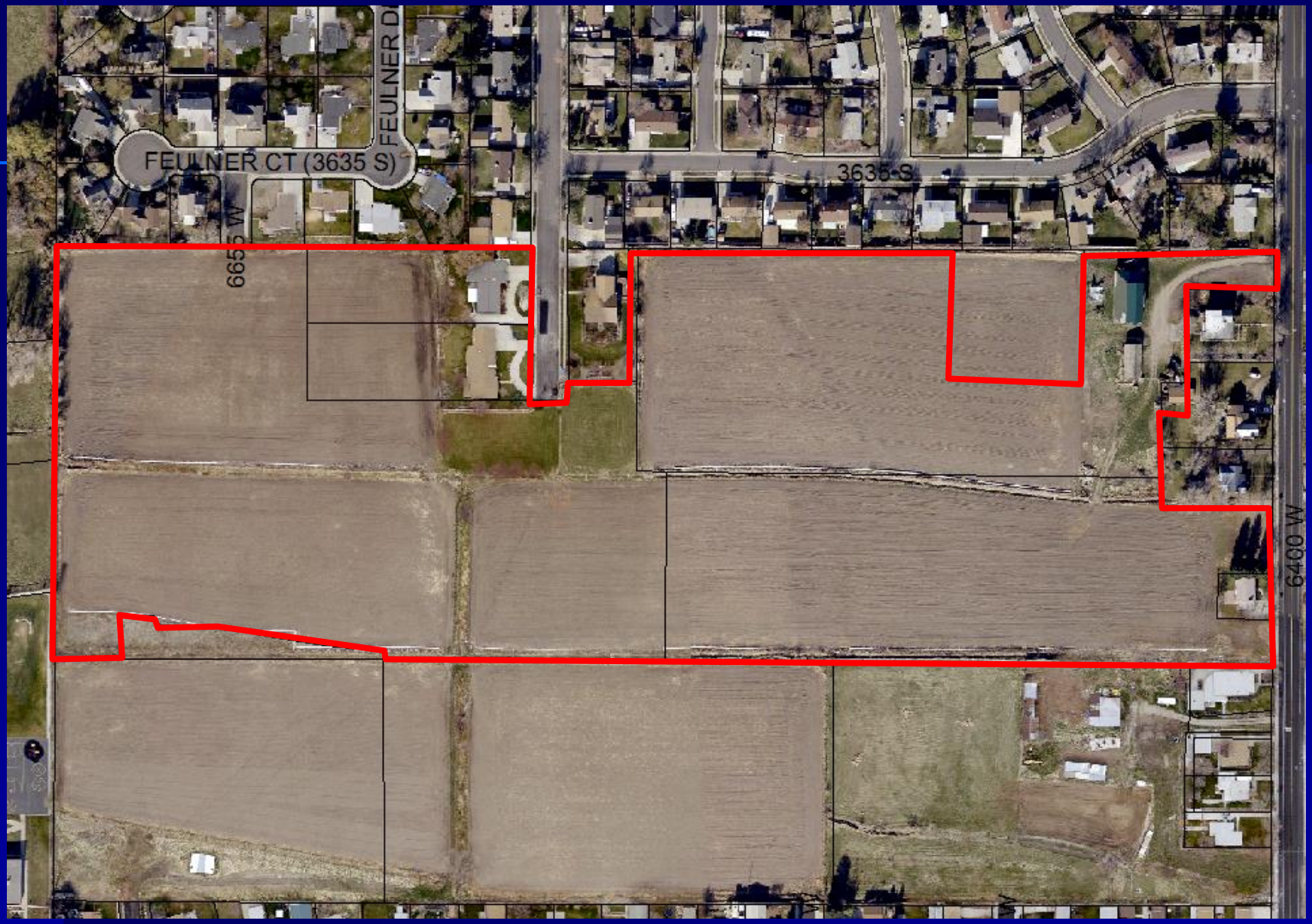

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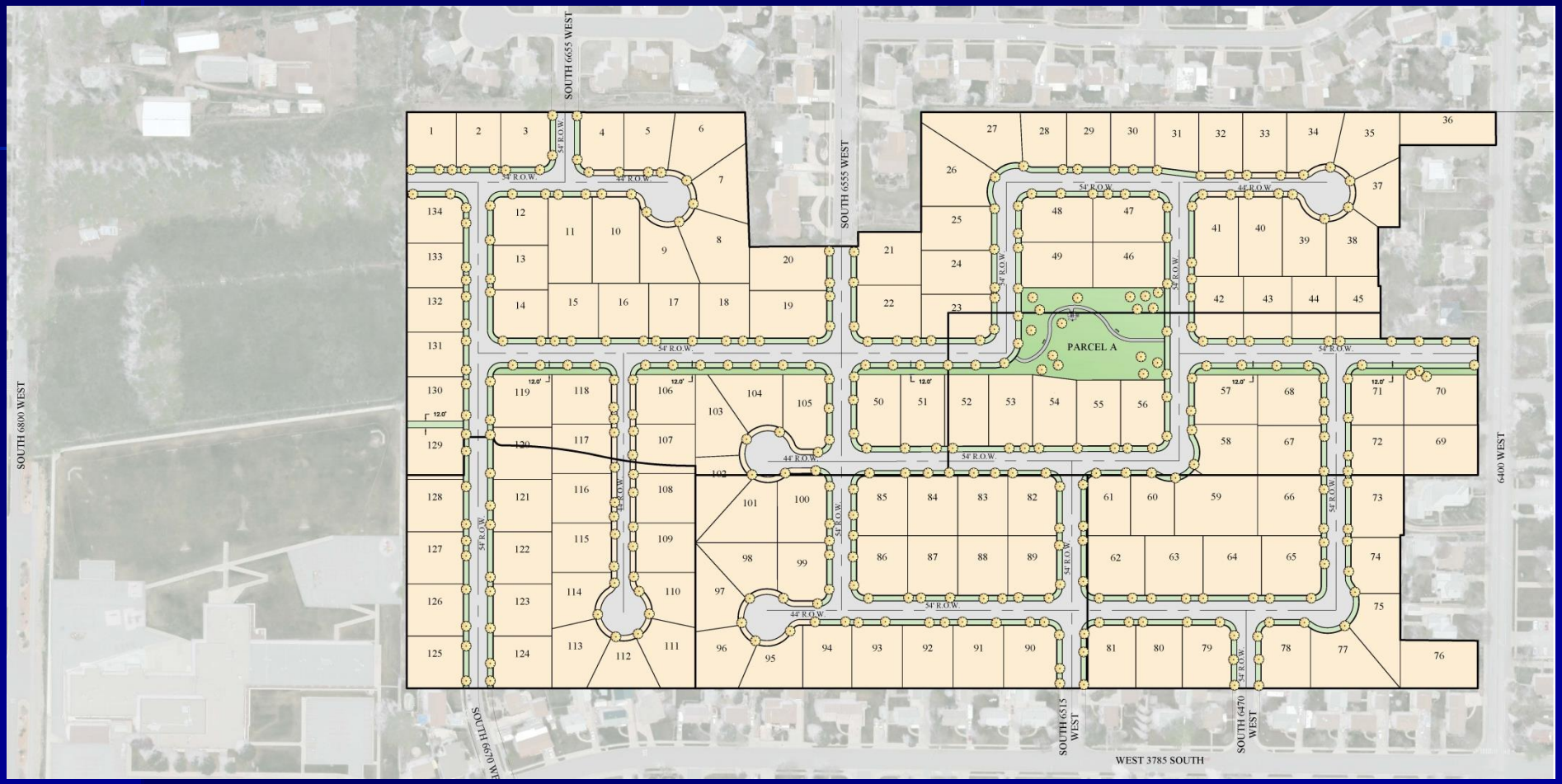

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Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
A resolution authorizing the City to enter into a development agreement with Hallmark Homes and Development.

SYNOPSIS:
This resolution authorizes a development agreement between the City and Hallmark Homes and Development to establish minimum standards for a new single family home subdivision at 3700 South 6400 West.

BACKGROUND:
Russ Tolbert has submitted a rezone application (Z-6-2014) to change a 25.8 acres at 3700 South 6400 West from A (agriculture, minimum lot size ½ acre) to R-1-10 (single family residential, minimum lot size 10,000 square feet). The Planning Commission recommended approval of the zone change to subject to a development agreement.

A summary of the development agreement standards are below:

- The minimum home size for ramblers is 1,600 sq. ft. (up to 12 can be 1,550 sq. ft.) and the minimum size for two story homes is 2,100 sq. ft.
- At least 60% of all homes will have a 3 car garage.
- Exteriors will be 100% masonry (stucco, brick, stone or fiber cement siding) with every home having brick or stone on the front façade.
- All homes shall use architectural shingles.
- The minimum number of points required for design features has been increased from 250 to 350 points for ramblers and from 300 to 420 points for two story homes.
- At least 50% of all homes will have front porches.
- 1.4 acres of ground will be dedicated to the City for a neighborhood park and linear parkway.
- Front yard landscaping and irrigation shall be installed by the homebuilder.
- The maximum density shall be 3.21 units/acre.
- The project shall include an entry feature along 6400 West, consistent fencing along the linear parkway, consistent address plates on each home and unique streetlighting.

RECOMMENDATION:
City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:
Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HALLMARK HOMES AND DEVELOPMENT FOR APPROXIMATELY 25.8 ACRES OF PROPERTY LOCATED AT 3700 SOUTH 6400 WEST.

WHEREAS, Hallmark Homes and Development, (herein "Developer") owns real property within the limits of West Valley City, Utah, on which Developer propose to establish minimum standards for a new single family home subdivision (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into and abide by this binding development agreement (herein the "Agreement"); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached and that, upon approval of the final form of the Agreement by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, Utah.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Hallmark Homes and Development, a Utah corporation (herein "Developer"), for the land to be included in or affected by the project located at approximately 3700 South 6400 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 25.9 acres of real property located at 3700 South 6400 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new housing development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement (the "Agreement"); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits B, C, D, E, F, and G. The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A, B, C, D, E, F, and G are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Hallmark Homes and Development Attn: Russ Tolbert 2964 West 4700 South, Suite 112A West Valley City, UT 84129
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM WVC Attorney's Office By: _____ Date: _____

DEVELOPER

By: _____

Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who that he is the _____ [title], of Hallmark Homes and Development, a corporation, and that the foregoing instrument was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

Legal Description

PARCEL #: 14-34-251-003
LOT 1, NEWTON SUBDIVISION

PARCEL #: 14-34-251-004
LOT 2, NEWTON SUBDIVISION

PARCEL #: 14-34-276-049
BEG 1144.1 FT N & 175 FT W FR E 1/4 COR OF SEC 34, T 1S, R 2W, S L M; S 33 FT; W 39 FT; N 33 FT; E 39 FT TO BEG. ALSO BEG 1320 FT N FR E 1/4 COR OF SD SEC 34; W 340 FT; S 209 FT; W 209 FT; N 209 FT; W 495.86 FT; S 365 FT; E 834.96 FT; N 49.1 FT; W 128 FT 10 INS; N 77 FT; E 124 FT; N 63 FT; E 39 FT; N 115.9 FT; E 175 FT; N 60 FT TO BEG. LESS STREET ALSO BEG 1004.1 FT N & 214.01 FT W FR E 1/4 COR OF SD SEC 34; W 124 FT; N 77 FT; E 124 FT; S 77 FT TO BEG. 6.34 AC M OR L.

PARCEL #: 14-34-276-058
BEG N 660 FT & W 995.7 FT FR E 1/4 COR OF SEC 34, T1S, R2W, SLM; N 295 FT; W 49.15 FT; N 147.2 FT; W 115 FT; S 25.4 FT; W 418.23 FT; N 243.2 FT; W 402.07 FT; S 660 FT; E 104.13 FT M OR L; N 69 FT; E 54 FT; E'LY ALG A 15 FT RADIUS CURVE TO L23.56 FT (CHD S 45°00'00" E 21.21 FT); SE'LY ALG A 827 FT RADIUS CURVE TO R 178.44 FT (CHD S 83°49'07" E 178.09 FT); SE'LY ALG A 773 FT RADIUS CURVE TO L 166.79 FT (CHD S 83°49'07" E 166.46 FT); E 9.08 FT; S 16.9 FT; E 459.7 FT M OR L TO BEG. 11.2 AC M OR L.

PARCEL #: 14-34-276-026
COM 732 FT N FR E 1/4 COR SEC 34, T 1S, R 2W, SL MER, W 120 FT; N 73 FT; E 120 FT; S 73 FT TO BEG. LESS STREET. 0.15 AC.

PARCEL #: 14-34-276-061
BEG N 660 FT FR E 1/4 COR OF SEC 34, T1S, R2W, SLM; W 995.7 FT; N 295 FT; E 785.8 FT; S 0°01'12" W 46.64 FT M OR L; N 89°58'01" E 209.16 FT; S 103.51 FT M OR L; W 120 FT; S 73 FT; E 120 FT; S 72 FT TO BEG. 6.19 AC M OR L

EXHIBIT B

Development Standards

1. The minimum house size for up to 12 ramblers shall be 1,550 square feet. The minimum house size for all other ramblers shall be 1,600 square feet. The minimum house size for all other home plans shall be 2,100 square feet. If soil conditions allow, all homes shall have basements.
2. At least 60% of all homes shall have a 3 car garage. 3 car garages shall be offered as an option on all homes.
3. All homes shall include brick or stone on the front elevation.
4. All homes shall have a minimum 6-inch fascia.
5. The front windows and front doors on all homes shall include pop-outs with subtle color variations.
6. Architectural shingles shall be used on the roofs of all homes.
7. The minimum front yard setback shall be 25 feet.
8. At least 50% of all homes shall have a front porch with no less than 50 sq. ft. of usable, unobstructed space.
9. Covered porches may project into the front setback a distance of 5 feet provided substantial columns (greater than 4" x 4" posts) are used.
10. The rear setback for homes with decks on the back of the home may be reduced to 15'.
11. The side yard setback opposite the garage may be reduced to 6' for homes with a 3 car garage. Side yards adjacent to a street shall be 20'.
12. The homebuilder shall install street trees as part of the landscaping package. Street trees shall be provided as follows: 2 trees for a standard lot, 1 tree for a cul-de-sac lot and 4 trees for a corner lot. Street tree variety shall be determined by the City during the subdivision approval process.
13. The homebuilder shall install front yard landscaping and irrigation for all homes. Front yard landscaping and irrigation shall include the necessary irrigation materials, sod, at least 5, 2 gallon plants and 1 tree planted in the front yard. The homebuilder shall also provide a $1,000 landscape voucher to each homeowner for side and rear yard landscaping.
14. Only the homes shown in Exhibit C shall be constructed in the development. Additional home plans may be used if they are first reviewed and approved by City staff. All rambler plans shall achieve at least 350 points and all multi-level plans shall achieve at least 420 points from Table 1 of Section 7-14-105(3)(l) of the West Valley City Zoning Ordinance. With the exception of one lot in the far northeast corner, the minimum width for all buildings (except detached accessory buildings) shall be 44'. Decorative garage hardware shall be added to the architectural features checklist under Section 7 – Additional Design Selections and shall count as 5 points. Stucco may be substituted for fiber cement siding if at least one of the following standards is met:
    a. The sides and rear of the home employ at least two of the following design treatments:
        i. A change of color in the same material
        ii. A change of materials

iii. A change of texture (examples include horizontal and vertical siding or horizontal and shake siding)

b. At least one side or the rear of the home employs at least two of the design treatments from item a above and includes:
    i. Two or more gables
    ii. Windows
    iii. Pop-out features that provide relief

15. With the exception of one lot in the far northeast corner, the minimum lot width for the development shall be 80 feet.
16. The minimum lot area for the development shall be 8,000 square feet.
17. Developer shall dedicate to the City property for an approximately 12' wide linear parkway running east to west that connects 6400 West to Orchard Elementary. Developer shall also dedicate an approximately 1 acre neighborhood park that is connected to the linear parkway and that is centrally located as shown in the concept plan in Exhibit D. The exact location and shape of the linear parkway and neighborhood park shall be determined during the preliminary plat review process. Developer's dedication shall be a minimum of 1.38 acres. No offsets to park impact fees shall be granted.
18. The City will be responsible for all park improvements. The City shall also pay half of the costs for up to 330 linear feet of the street improvements adjacent to the neighborhood park. These improvements are limited to asphalt, road base, curb, gutter, sidewalk, street lights and utility connections requested by the City for the neighborhood park. The costs shall be determined from the bid unit prices.
19. If necessary, the City will grant easements to the Developer on or across the park space for utilities as required by West Valley City's Engineering Division.
20. The maximum density for the development shall be based on the concept plan in Exhibit D.
21. An entry feature shall be provided at the main development entrance along 6400 West within the linear parkway. The design of the entry feature shall be consistent with Exhibit E.
22. Address plates shall be provided for each home. The same style of address plate shall be used throughout the development. The style of address plate shall be consistent with Exhibit F.
23. Residential street lights shall be installed throughout the development in accordance with Public Works standards; however, the style of street light installed shall be consistent with Exhibit G.
24. Fencing shall be installed by the Developer along the south side of the linear parkway. The type of fencing to be installed shall be a 6' tall, solid (no openings), tan, vinyl fence with brick columns spaced an average of 40' apart.

EXHIBIT C

Home Plans

EXHIBIT D

Concept Plan

EXHIBIT E

Entry Feature

EXHIBIT F

Address Plates

EXHIBIT G

Street Lights

The standard residential street light shall be installed with the following changes:

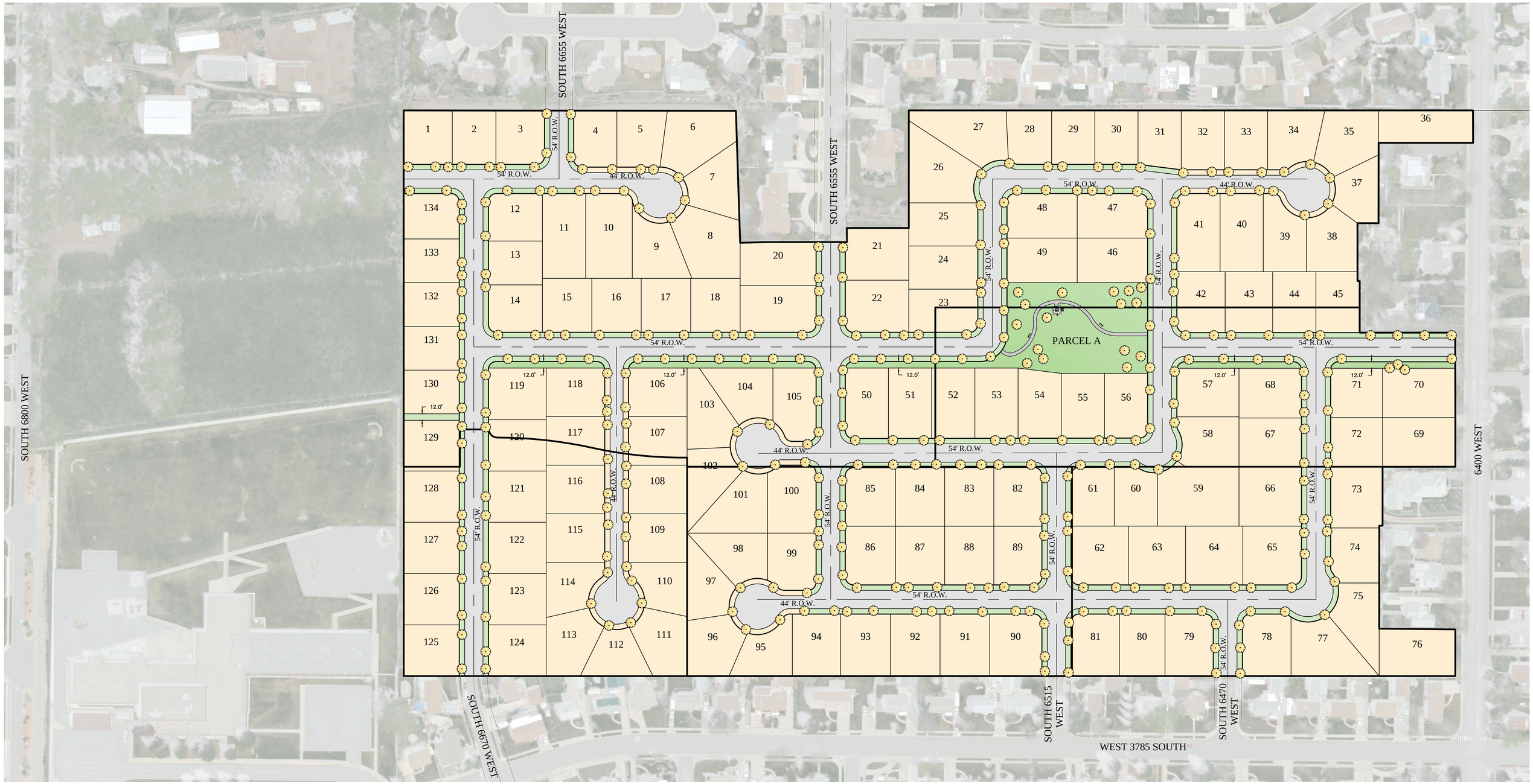
1. The “West Valley City” text on the standard base shall be replaced by the name and/or logo of the development similar to what was done in Fairbourne Station.

Standard base text

Fairbourne Station base text and logo

2. The standard roof and finial shall be replaced with the roof, cage and finial shown in the picture below.

Standard roof and finial	Roof, cage and finial for development



CONCEPT NARRATIVE

LOCATED AT:

ORIGINAL PROPERTY	41.78 ACRES
SINGLE FAMILY LOTS	134
TOTAL DENSITY	3.21 UNITS/ACRE

APPROXIMATE LOT COUNT

HALLMARK HOMES	80 LOTS
TOM NIXON	17 LOTS
ERIC BISHOP	20 LOTS
DEFA MILDRED	17 LOTS

NORTH

0 40 80 160

(IN FEET)
1 inch = 80 ft.

GENERAL NOTE:

INFORMATION PROVIDED IS THE FROM THE BEST AVAILABLE DATA AT TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.

DESIGNED BY:

FOCUS©
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Application: ZT-8-2014
Applicant: West Valley City

SYNOPSIS:

An ordinance enacting section 7-6-1612 and amending sections 7-2-116, 7-30-102, 17-22A-101 and 17-22A-104 of the West Valley City Municipal Code to amend City ordinances governing mobile food vending vehicles.

BACKGROUND:

The following Ordinance enactment and amendments have been proposed to set forth regulations for the operation of mobile food vending trucks throughout West Valley City.

Currently, mobile food vending vehicles are permitted to operate on a site within the B/RP, C-2, C-3 and M zones for no longer than one-hour. The revisions would allow food vending vehicles to operate as a temporary use, permit trucks to operate in the public right-of-way along Lehman Avenue in the City Center Zone, and increase the duration of time that mobile food vending vehicles could operate from one-hour to four-hours. This modification also stipulates that a hospital, college, university, elementary school, middle school or high school could allow the use upon submittal of written consent.

Please refer to the attached copy of the ordinance amendment for further details.

RECOMMENDATION:

The Planning Commission and City staff recommends approval of the amendment.

SUBMITTED BY:

Jody Knapp, Zoning Administrator

WEST VALLEY CITY

ORDINANCE NO. _____

Draft Date: 02/03/2015, 02/18/2015

Date Adopted: _____

Date Effective: _____

AN ORDINANCE ENACTING SECTION 7-6-1612 AND AMENDING SECTIONS 7-2-116, 7-30-102, 17-22A-101 AND 17-22A-104 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CITY ORDINANCES GOVERNINIG MOBILE FOOD VENDING VEHICLES.

WHEREAS, the City Center Zone is intended to serve as a vibrant, mixed use downtown area for the City; and

WHEREAS, the City desires to create a festive atmosphere and create a sense of place for residents and visitors of the City; and

WHEREAS, the City desires to create a balance between mobile vending vehicles and surrounding uses; 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 enact Section 7-6-1612 and amend Sections 7-2-116, 7-30-102, 17-22A-101 and 17-22A-104 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 Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. Section 7-6-1612 of the West Valley City Municipal Code is hereby enacted as follows:

7-6-1612. FOOD VENDING VEHICLES ON LEHMAN AVENUE.

(1) This section shall govern the operation of food vending vehicles on Lehman Avenue as set forth more particularly herein. Unless explicitly incorporated, the requirements of Chapter 17-22A do not apply to food vending vehicles operating pursuant to this Section.

(2) Food vending vehicles may park and operate on the south side of Lehman Avenue between Market Street and 3000 West, subject to the following limitations:

a. Food vending vehicles are permitted to operate one day per week. That day shall be designated by the Zoning Administrator.
b. Food vending vehicles may only operate between 11 AM and 9 PM on the day established by the Zoning Administrator.
c. All food vending vehicles must be in compliance with the provisions of Title 17 pertaining to business licensing.
d. Food vending vehicles may not obstruct vehicular or pedestrian traffic.
e. Food vending vehicles must comply with all applicable Salt Lake County Health Department requirements.

Section 3. Amendment. Sections 7-2-116, 7-30-102, 17-22A-101 and 17-22A-104 of the West Valley City Municipal Code are hereby amended as follows:

7-2-116. TEMPORARY LAND USES

(1) Subject to the provisions of this Section, the Zoning Administrator may issue a Temporary Use Permit provided that the use does not conflict with the uses in the neighborhood of the subject property and that the uses are located in commercial, manufacturing, MXD, RB or B/RP zones, or will be accessory to a community use in a residential or agricultural zone. Request for permit shall be submitted in writing on the appropriate form within the appropriate time frame indicated on the application. A separate permit is required for each use and is allowed for the duration of time as indicated below. The number of permits allowed annually is based off of the entire commercial complex, site, parcel or subject property.
(2) Temporary uses may be allowed only after review and evaluation of the following information:
a. A site plan must be submitted indicating location of any existing structures on the lot; existing improvements, including but not limited to, parking areas, curb, gutter, sidewalk and curb cuts, and the location of any outside storage. Parking areas for the proposed use shall be surfaced with asphalt, concrete, gravel or other surface acceptable to the Zoning Administrator;
b. The temporary use must conform to all area and setback requirements for the zone which it is located in; Storage containers may not be used in conjunction with a temporary use, except for fireworks sales. Fireworks sales shall have no more than one storage container that is equal to or less than 120 square feet. Storage containers used for fireworks sales must be made of a non-flammable material approved by the Fire Department. Storage containers for fireworks sales are permitted from three weeks prior to the actual fireworks sale, to three weeks after the sale has passed. Fireworks sales shall only occur during Utah State mandated durations.
c. Written approval from the property owner to place temporary buildings on the lot and/or allow the use on the lot;
d. Hours of operation of the proposed use; and
e. The minimum required parking shall be two (2) spaces except that a reasonable number of additional parking spaces may be required depending on the type of temporary use. Such parking, including those space occupied by the use itself,

shall be in addition to the minimum number of spaces required for any other use on the site.

f. The Zoning Administrator, or designee, may apply other conditions necessary to ensure that the temporary use does not have a detrimental impact upon the subject or neighboring properties.

g. Other items shall be included on the site plan, if requested by the Zoning Administrator.

(3) Temporary uses are limited to the following:

a. Seasonal Uses, which include: flower sales, Christmas tree sales, shaved ice, fireworks sales, and produce sales. A seasonal use permit shall be required. Seasonal use permits shall be limited to one (1) permit annually with a term of six (6) consecutive months. Hours of operation for seasonal uses shall be 8:00 a.m. to 9:00 p.m.

b. Event Uses, which include:

i. Circus, Community Fairs, Carnivals, Festivals, or other amusement enterprises.

1. A four (4) day permit shall be required for each of these types of events. These events shall be limited to 4 permits annually.

ii. Sale of Motor Vehicles.

1. A four (4) day permit shall be required for each of these types of events. These events shall be limited to 4 permits annually.

2. Sale of motorized vehicles are subject to the following requirements:

a. The temporary sale must be located in a commercial zone.

b. The temporary sale must be located on a property that has at least 2,000 existing parking stalls meeting the standards of Chapter 7-9 of this Title.

c. The location of the sale must have adequate parking stalls to accommodate both the temporary sale and the regular use of the property. Parking for the temporary use shall require one on-site parking stall for each motorized vehicle being offered for sale. Stalls needed to meet the minimum parking requirements of the regular use of the property shall not be counted toward the number of stalls necessary to accommodate the temporary sale.

d. The location of the sale must have hard surfacing for both the sales and parking areas.

iii. Outdoor Dances, Concerts and Promotional Activities

1. A twenty four (24) hour permit shall be required for each of these types of events. These events shall be limited to 2 permits annually.

iv. Haunted Houses

1. A thirty (30) day permit shall be required for each of these types of events. These events shall be limited to 1 permit annually.

v. Case Lot, Parking Lot or Tent Sales in conjunction with an existing business

1. A four (4) day permit shall be required for each of these types of events. These events shall be limited to 4 permits annually.
2. Independent sales from outside vendors are not allowed.

vi. Special Events, Community Events, Parades, Fund-Raising Events, Marathons, Bicycle Events, or Tournaments.

1. A twenty four (24) hour permit shall be required for each of these types of events. These events shall be limited to 4 permits annually.

vii. Food vending vehicles

1. A 24 hour Temporary Use Permit shall be required for food vending vehicle events. These events shall be limited to two permits per site per year.

c. Temporary Structures, which include:

i. Mobile Medical Units.

1. A thirty (30) day permit shall be required for each unit. This use shall be limited to two (2) permits annually.

ii. Modular or Mobile Structures that are not permanently affixed and used in conjunction with a construction or excavation site.

1. A permit shall be required for each modular or mobile structure, which shall be active for a term of up to one (1) year. The permit shall be renewable annually upon approval of the Zoning Administrator.

iii. Trailers or temporary buildings to serve as a construction, sales, employment, leasing office or construction storage while a permanent building is under construction.

1. A permit shall be required for each trailer or temporary building, which shall be active for a term of up to one (1) year. The permit shall be renewable annually upon approval of the Zoning Administrator.

(4) The site must be restored to its original condition upon expiration of the temporary use permit. The site may not be used for storage of any temporary use structures.

(5) Any decision of the Zoning Administrator made pursuant to this section may be appealed to the Board of Adjustment by filing a written appeal with the Board of Adjustment within 10 days of the decision, setting forth the reasons why the Zoning Administrator's decision should be overturned or modified. Decisions of the Board of Adjustment may be appealed as outlined in Section 7-18-105 of this Title.

7-30-102. LOCATION.

(1) Food vending units and vehicles are allowed only in the BRP, C-2, C-3 and M zones or will be accessory to a community use in a residential or agricultural zone. Food vending vehicles are permitted in the City Center Zone in accordance with the standards set forth in Section 7-6-1612.

(2) Permitted only in a designated area on private property with a licensed and operational business on site.

17-22A-101. GENERAL VENDING RESTRICTIONS

No vendor shall be permitted to operate in the following areas of public space:

(1) Within 150 feet of any street intersection or pedestrian crosswalk.
(2) Within 50 feet of any driveway, loading zone, or bus stop.
(3) Within 50 feet of another vending location assigned to another vendor on a public sidewalk.
(4) Within a minimum of 25 feet of unobstructed pedestrian space.
(5) On the median strip of a divided roadway, unless the strip is intended for use as a public way, pedestrian mall, or plaza.
(6) Against display windows of fixed location businesses.
(7) Any area within two blocks of a hospital, college, university, elementary school, middle school, or high school, unless that institution gives written consent.
(8) Within any parking area, unless a portion of the parking area is blocked off by the property owner expressly for the use of vending, and the vending location otherwise complies with the distance limitations imposed by this Section.
(9) Within two hundred feet (200') from any existing or proposed residential use.
(10) Within fifteen feet (15') from a building
(11) Within thirty feet (30') from a building entrance
(12) Within ten feet (10') from a fire hydrant
(13) Within twenty feet (20') from a public street right-of-way and an adjacent property
(14) Within five feet (5') of any handicapped parking space, or access ramp.

In addition, vendors:

(15) Shall not reduce sidewalks to a clear width of less than five feet (5')
(16) Shall not interfere with or obstruct the free flow of pedestrian or vehicular traffic or access to businesses.
(17) Shall not operate within five hundred feet (500') of another vending unit/vehicle.
(18) Must be at least 50' from any storm drain inlet of catch basin and shall not dispose of any materials, or allow any materials to drain into the street, storm drain or catch basin including any water or solution used to clean the site.
(19) Must be placed on concrete or asphalt and not in a landscaped area. Damaged vegetation due to the vending unit, vehicle, vendor or patrons shall be immediately replaced by the vending permit holder.
(20) All trash, litter, spills, grease, oil and food residue within a twenty-foot (20') radius on site must be maintained in a cleanly manner and cleaned on a regular basis

(21) The site must have adequate parking to accommodate the primary use on site as well as 5 additional parking spaces (1 for employee, 2 for the vending unit and 2 for customers) for the vending use.

(22) Restroom facilities for the vendor must be available within 500' of the vending unit during all hours of operation.

17-22A-104. MOBILE FOOD VENDING VEHICLE RESTRICTIONS.

(1) A mobile food vending vehicle shall not remain at any one location for more than ~~one~~ four hours per day.

(2) For the purposes of this section, any location within five hundred (500) linear feet is considered the same location.

(3) All items related to the operation of a food vending vehicles shall be kept either on or in the truck.

Section 4. 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 5. Effective Date. This Ordinance shall take effect ninety days after the date of passage and approval by the City Council, which date is indicated below.

PASSED and APPROVED this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-8-2014
West Valley City

This application is a proposed amendment to Sections 7-2-116 and 7-30-102, and enacts Section 7-6-1612 of the West Valley City Municipal Code regarding food vending vehicles. The City Council will also review an amendment to Title 17-22A-101(104) as part of this process.

Background:
The City is currently seeing an increase in the popularity of mobile food trucks. Historically, trucks have wanted to stay mobile to visit as many spots as possible during the day, particularly during the lunch hour. However, the recent trend has moved more towards trucks staying at a specific spot for extended periods of time to prepare more "gourmet" food at one location. Therefore, the City Council has requested that Staff review the Code and prepare an Ordinance (see attached draft) that would permit such uses to operate within West Valley City.

The revisions look at three main categories, which are as follows:

1. Allow food vending vehicles to operate like an event use, which is permitted as a temporary use. Temporary uses are allowed in commercial, manufacturing, MXD, RB, and B/RP zones and also as an accessory use to a community use in a residential or agricultural zone. The event could operate for a 24 hour period and would be limited to no more than two events per site, per year.
2. Food vending vehicles could operate in the public right-of-way along Lehman Avenue in the City Center Zone. There are restrictions on the proposed location, the hours of operation and a specific day of the week is designated for the use to occur.
3. The duration that mobile food vending vehicles could operate in the B/RP, C-2, C-3 and M zones would increase from one-hour to four-hours. This modification also stipulates that a hospital, college, university, elementary school, middle school or high school could allow the use upon submittal of written consent.

Staff Alternatives:
Approval, of the attached proposed ordinance amendment.

Continuance, to allow for the resolution of any issues raised at the public hearing or to allow time for Staff to revise the proposed regulations in the ordinance amendment.

Denial, the current Ordinance requirements are adequate and this amendment is not appropriate for food vending vehicles.

Applicant:
West Valley City

Discussion: Jody Knapp presented the application. The Planning Commission had no further questions or concerns.

Motion: Commissioner Woodruff moved for approval

Commissioner Fuller seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Matheson	Yes
Commissioner Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes
Vice- Chairman Thomas	Yes

Unanimous-ZT-8-2014- Approved

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
A resolution authorizing the City to enter into a development agreement with T&M Nixon Family Limited Partnership.

SYNOPSIS:
This resolution authorizes a development agreement between the City and T&M Nixon Family Limited Partnership to establish minimum standards for a new single family home subdivision at 3750 South 6770 West.

BACKGROUND:
Tom Nixon received approval for a rezone application (Z-12-2006) to change 5.04 acres at 3750 South 6770 West from A (agriculture, minimum lot size ½ acre) to R-1-10 (single family residential, minimum lot size 10,000 square feet) back in 2006. A development agreement was approved in conjunction with the rezone.

While working with the Newton family and Russ Tolbert with Hallmark Homes on the Newton family farm property, staff suggested to Mr. Nixon that he could choose to replace his approved development agreement with a new agreement that matched the standards proposed for the Newton property. The intent was to have continuity in standards that are higher than what was previously adopted. Mr. Nixon has requested that his current development agreement be replaced by the proposed development agreement.

A summary of the development agreement changes is below:

- The minimum home size for the two story homes was increased from 1,850 sq. ft. to 2,100 sq. ft.
- The minimum percentage of 3 car garages was increased from 33% to 60% of all homes.
- The old point system was replaced by the new point system.
- The minimum number of points required for design features has been increased from 200 to 350 points for ramblers and from 220 to 420 points for two story homes.
- The standard of at least 50% of homes to have front porches was added.
- Standards for address plates and street lights were added.
- The maximum number of lots was increased from 15 to 17.

RECOMMENDATION:
City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:
Steve Pastorik, Assistant CED Director/Planning Director

December 29, 2014

West Valley City
Planning and Zoning Department
Attention: Steve Pastoric

File # 25-2006-0047

At the request of West Valley City Planning and Zoning Department, I am writing this letter requesting to be included in the Development Agreement submitted by Hallmark Homes and Development.

This property is in the South West corner of the Newton Property at 6670 West 3700 South West Valley City, Utah.

Thank you,

Blaine Thomas Nixon
1245 E Pine Ridge Circle
Alpine, UT 84004

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH T&M NIXON FAMILY LIMITED PARTNERSHIP, FOR APPROXIMATELY 5.04 ACRES OF PROPERTY LOCATED AT 3750 SOUTH 6770 WEST.

WHEREAS, T&M Nixon Family Limited Partnership, (herein "Developer") owns real property within the limits of West Valley City, Utah, on which Developer propose to establish minimum standards for a new housing development (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into and abide by this binding development agreement (herein the "Agreement"); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached and that, upon approval of the final form of the Agreement by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, Utah.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between T&M Nixon Family Limited Partnership, a Utah limited partnership (herein "Developer"), for the land to be included in or affected by the project located at approximately 3750 South 6770 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 5.04 acres of real property located at 3750 South 6770 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new housing development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Development Agreement (the "Agreement"); and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits B, C, D, E, F, and G. The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates

all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits A, B, C, D, E, F, and G are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	T&M Nixon Family Limited Partnership Attn: Tom Nixon 1245 E. Pine Ridge Circle Alpine, UT 84004
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

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

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By: _____

Title: _____

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who that he is the _____ [title], of T&M Nixon Family Limited Partnership, a limited partnership, and that the foregoing instrument was signed by him in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said limited partnership executed the same.

_____
Notary Public

EXHIBIT B

Development Standards

1. The minimum house size for up to 12 ramblers shall be 1,550 square feet. The minimum house size for all other ramblers shall be 1,600 square feet. The minimum house size for all other home plans shall be 2,100 square feet. If soil conditions allow, all homes shall have basements.
2. At least 60% of all homes shall have a 3 car garage. 3 car garages shall be offered as an option on all homes.
3. All homes shall include brick or stone on the front elevation.
4. All homes shall have a minimum 6-inch fascia.
5. The front windows and front doors on all homes shall include pop-outs with subtle color variations.
6. Architectural shingles shall be used on the roofs of all homes.
7. The minimum front yard setback shall be 25 feet.
8. At least 50% of all homes shall have a front porch with no less than 50 sq. ft. of usable, unobstructed space.
9. Covered porches may project into the front setback a distance of 5 feet provided substantial columns (greater than 4" x 4" posts) are used.
10. The rear setback for homes with decks on the back of the home may be reduced to 15'.
11. The side yard setback opposite the garage may be reduced to 6' for homes with a 3 car garage. Side yards adjacent to a street shall be 20'.
12. The homebuilder shall install street trees as part of the landscaping package. Street trees shall be provided as follows: 2 trees for a standard lot, 1 tree for a cul-de-sac lot and 4 trees for a corner lot. Street tree variety shall be determined by the City during the subdivision approval process.
13. The homebuilder shall install front yard landscaping and irrigation for all homes. Front yard landscaping and irrigation shall include the necessary irrigation materials, sod, at least 5, 2 gallon plants and 1 tree planted in the front yard. The homebuilder shall also provide a $1,000 landscape voucher to each homeowner for side and rear yard landscaping.
14. Only the homes shown in Exhibit C shall be constructed in the development. Additional home plans may be used if they are first reviewed and approved by City staff. All rambler plans shall achieve at least 350 points and all multi-level plans shall achieve at least 420 points from Table 1 of Section 7-14-105(3)(l) of the West Valley City Zoning Ordinance. With the exception of one lot in the far northeast corner, the minimum width for all buildings (except detached accessory buildings) shall be 44'. Decorative garage hardware shall be added to the architectural features checklist under Section 7 – Additional Design Selections and shall count as 5 points. Stucco may be substituted for fiber cement siding if at least one of the following standards is met:
    a. The sides and rear of the home employ at least two of the following design treatments:
        i. A change of color in the same material
        ii. A change of materials

iii. A change of texture (examples include horizontal and vertical siding or horizontal and shake siding)

b. At least one side or the rear of the home employs at least two of the design treatments from item a above and includes:
    i. Two or more gables
    ii. Windows
    iii. Pop-out features that provide relief

15. The minimum lot width for the development shall be 80 feet.
16. The minimum lot area for the development shall be 8,000 square feet.
17. If necessary, the City will grant easements to the Developer on or across the park space for utilities as required by West Valley City's Engineering Division.
18. The maximum density for the development shall be based on the concept plan in Exhibit D.
19. Address plates shall be provided for each home. The same style of address plate shall be used throughout the development. The style of address plate shall be consistent with Exhibit F.
20. Residential street lights shall be installed throughout the development in accordance with Public Works standards; however, the style of street light installed shall be consistent with Exhibit G.

Exhibit A

BEGINNING AT A POINT WHICH IS N0°01'12"E 272.00 FEET AND WEST 1455.48 FEET FROM THE EAST QUARTER CORNER OF SECTION 34 TOWNSHIP 1 SOUTH, RANGE 2 WEST SLB&M AND RUNNING THENCE; WEST 524.63 FEET; THENCE NORTH 386.10 FEET; THENCE EAST 54.00 FEET; THENCE EAST 104.00 FEET; THENCE NORTH 69.00 FEET; THENCE EAST 54.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S45°00'00"E 21.21 FEET); THENCE 178.44 FEET ALONG THE ARC OF A 827.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S83°49'07"E 178.09 FEET); THENCE 166.79 FEET ALONG THE ARC OF A 773.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S83°49'07"E 166.46 FEET); THENCE EAST 9.08 FEET; THENCE SOUTH 403.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Home Plans

EXHIBIT D

Concept Plan

EXHIBIT E

Entry Feature

EXHIBIT F

Address Plates

EXHIBIT G

Street Lights

The standard residential street light shall be installed with the following changes:

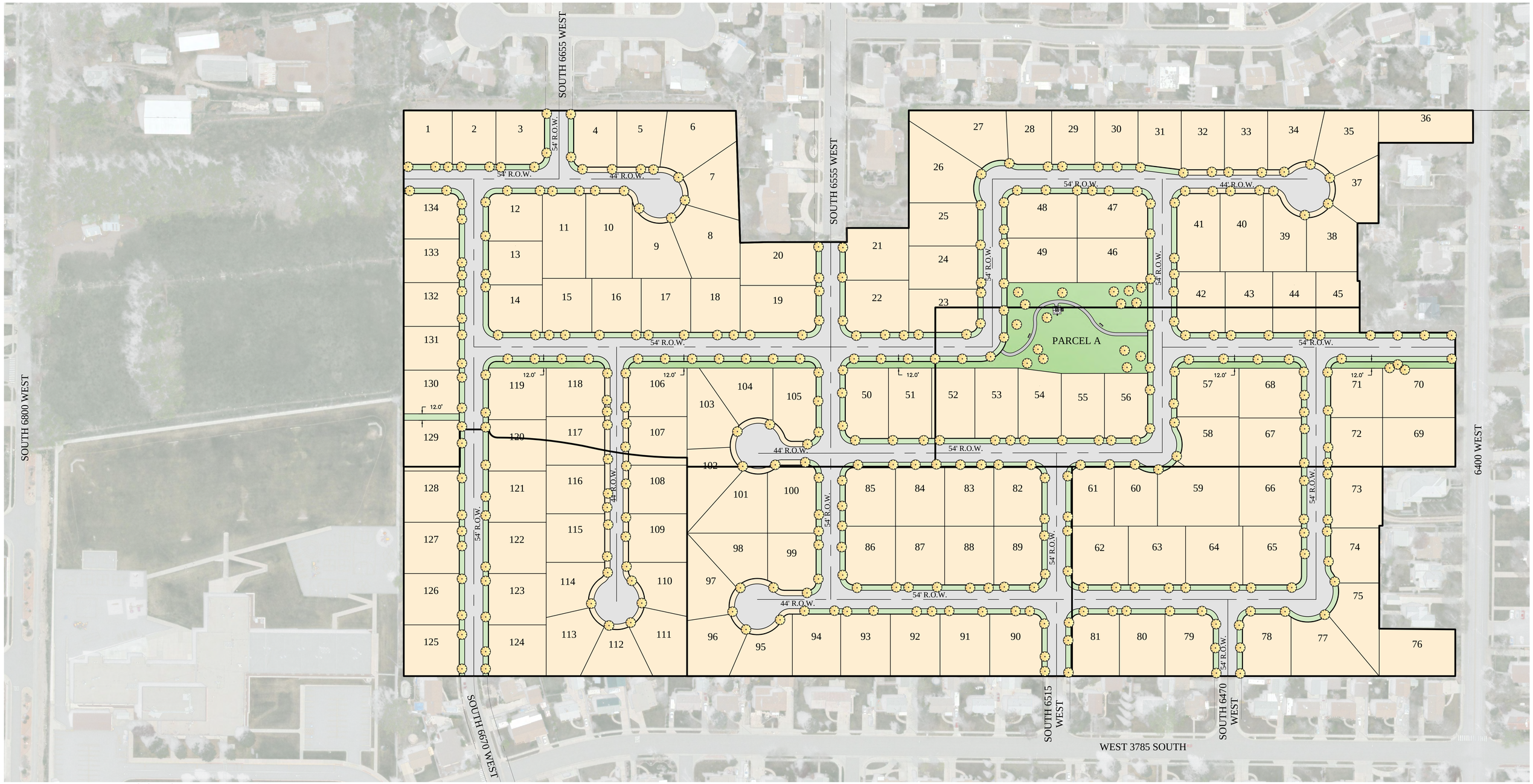
1. The “West Valley City” text on the standard base shall be replaced by the name and/or logo of the development similar to what was done in Fairbourne Station.

Standard base text

Fairbourne Station base text and logo

2. The standard roof and finial shall be replaced with the roof, cage and finial shown in the picture below.

Standard roof and finial	Roof, cage and finial for development



CONCEPT NARRATIVE

LOCATED AT:

ORIGINAL PROPERTY	41.78 ACRES
SINGLE FAMILY LOTS	134
TOTAL DENSITY	3.21 UNITS/ACRE

APPROXIMATE LOT COUNT

HALLMARK HOMES	80 LOTS
TOM NIXON	17 LOTS
ERIC BISHOP	20 LOTS
DEFA MILDRED	17 LOTS

NORTH

0 40 80 160

(IN FEET)
1 inch = 80 ft.

GENERAL NOTE:

INFORMATION PROVIDED IS THE FROM THE BEST AVAILABLE DATA AT TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. PLAN SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY.

DESIGNED BY:

FOCUS©
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

Item #:	
Fiscal Impact:	None
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

Approval of a Local Government Project Contract with Taylorsville and Avenue Consultants through UDOT for traffic signal improvements at three intersections on 4100 South; 1300 West, 2700 West and 4000 West.

SYNOPSIS:

This is the consultant contract that goes along with the Federal Aid Agreement that was approved by the City Council in November 2014. No additional funds are being requested. Avenue Consultants was selected and this contract will allow us to give them notice to proceed with the design.

BACKGROUND:

In November 2014 the City Council approved the Federal Aid Agreement with UDOT for the City's portion of the matching funds for this project. This allowed City staff and UDOT to select a consultant to design the project.

RECOMMENDATION:

Approve Local Government Project Contract with Taylorsville and Avenue Consultants through UDOT.

SUBMITTED BY:

Erik W. Brondum, P.E., Transportation Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY, THE UTAH DEPARTMENT OF TRANSPORTATION, TAYLORSVILLE CITY AND AVENUE CONSULTANTS, INC., FOR TRAFFIC SIGNAL IMPROVEMENTS AT THREE INTERSECTIONS ON 4100 SOUTH; 1300 WEST, 2700 WEST AND 4000 WEST.

WHEREAS, West Valley City wishes to contract with a professional engineering firm to provide traffic signal improvements at three intersections on 4100 South; and

WHEREAS, Avenue Consultants, Inc., (hereinafter "Avenue") is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services; and

WHEREAS, an agreement has been prepared for execution by and between West Valley City, The Utah Department of Transportation ("UDOT") Taylorsville City and Avenue, a copy of which is attached hereto and entitled "Local Government Contract" (hereinafter the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the agreement with UDOT, Taylorsville City and Avenue;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement with UDOT, Taylorsville City and Avenue is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of the 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 _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

LOCAL GOVERNMENT CONTRACT

STATE OF UTAH
LOCAL GOVERNMENT
ENGINEERING SERVICES
2013-2016 LG POOL (RPLOQ)
COST PLUS FIXED FEE

CONTRACT NO. _____
EFFECTIVE DATE _____
TRACKING NO. _____

Project No.: F-LC35(248)
PIN Description: 4100 S; 4000 W, 2700 W & 1300 W Signal Imps
FINET Prog No.: 5433515D
PIN No.: 12225
Work Discipline: Preconstruction Engineering

1. **CONTRACTING PARTIES:** This contract is between West Valley City & City of Taylorsville, referred to as LOCAL AUTHORITY and

   Avenue Consultants
   6575 So. Redwood Rd, Ste 101
   Taylorsville, UT 84123

   Legal Status of Consultant: For Profit Corporation

   Fed ID No.: 56-6673543

   referred to as CONSULTANT, and approved by the Utah Department of Transportation, referred to as DEPARTMENT.

2. **REASON FOR CONTRACT:** The LOCAL AUTHORITY does not have sufficient qualified staff to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the LOCAL AUTHORITY with Preconstruction Engineering services as further described in Attachment C.

3. **PROJECT/CONTRACT PERIOD:** The project/contract will terminate May 31, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract.

4. **CONTRACT COSTS:** The CONSULTANT will be paid a maximum of $466,397.24 for costs authorized by this Contract as further described in Attachment D.

5. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
   - Attachment A – Certification of Consultant and Local Authority
   - Attachment B – Standard Terms and Conditions
   - Attachment C – Services Provided by the Consultant
   - Attachment D – Fees
   - Attachment E – Insurance

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONSULTANT - Avenue Consultants

By: _____ 2/10/15
Title: PRINCIPAL — Date
Printed Name: MELVIN E. BOOLY

LOCAL AUTHORITY - West Valley City

By: _____ _____
Title: — Date
Printed Name:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: Engineer for Preconstruction — Date

LOCAL AUTHORITY - City of Taylorsville

By: _____ 10 Feb 2015
Title: City Administrator — Date
Printed Name: John Taylor

APPROVED AS TO FORM
West Valley City Attorney's Office
By: _____
Date: 2.11.15

DEPARTMENT Comptroller's Office

By: _____
Title: Contract Administrator — Date

Revised 8/20/2014

By signing this contract on behalf of the CONSULTANT, I hereby certify I am a duly authorized representative of Avenue Consultants and that neither I nor the above CONSULTANT I hereby represent has:

(a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Utah Department of Transportation and the Federal Highway Administration in connection with this contract involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of West Valley City, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

CERTIFICATION OF LOCAL AUTHORITY

By signing this contract on behalf of City of Taylorsville, I hereby certify I am a duly authorized representative of this LOCAL AUTHORITY and that the above CONSULTANT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

(c) employ or retain, or agree to employ or retain, any firm or person, or

(d) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

LOCAL GOVERNMENT
ENGINEERING SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Sections 27-12-21, 107 and 108; and 63-56 U.C.A. 1953, as amended, and the Utah State Procurement Regulations, which authorizes the LOCAL AUTHORITY and/or the DEPARTMENT to make purchases in accordance with said laws and regulations.

2. **CONTRACT JURISDICTION AND COMPLIANCE WITH LAWS:** The provisions of this contract shall be governed by the laws of the State of Utah. Also, the CONSULTANT and those engaged by the CONSULTANT shall comply with all Federal, State and local laws, regulations and other legally binding requirements that pertain to the services provided under this contract. Proof of the CONSULTANT'S compliance with licensing requirements shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.

3. **RECORDS ADMINISTRATION:** The CONSULTANT shall maintain all books, papers, documents, accounting records and other evidence to support costs billed for under this contract. These records shall be retained by the CONSULTANT for a period of at least four (4) years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. These records shall be made available at all reasonable times during the four year period for audit and inspection by the LOCAL AUTHORITY and/or the DEPARTMENT and other authorized State and Federal auditors. The CONSULTANT'S records supporting the cost proposal shall also be retained and made available for review by authorized Federal or State staff. Copies of requested records shall be furnished to the LOCAL AUTHORITY and/or the DEPARTMENT upon request.

4. **CONFLICT OF INTEREST:** The CONSULTANT certifies that none of its officers or employees are officers or employees of the State of Utah unless disclosure has been made in accordance with Section 67-16-8, U.C.A. 1953, as amended. The CONSULTANT certifies that no engineer, attorney, appraiser, inspector, surveyor or survey crew, or other person performing services for the CONSULTANT has, directly or indirectly, a financial or other personal interest, other than his employment or retention by the LOCAL AUTHORITY and/or the DEPARTMENT, in any contract or subcontract in connection with this project (Reference 23 CFR § 1.33). An example of this situation would be the CONSULTANT subcontracts with the Contractor to perform survey work while contracted by the LOCAL AUTHORITY and/or the DEPARTMENT to perform construction engineering management services for the same project.

   The CONSULTANT further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

5. **EMPLOYMENT OF DEPARTMENT EMPLOYEES:** The CONSULTANT agrees not to engage in any way the services on this contract of any present or former Utah Department of Transportation employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modification for this contract.

6. **CONSULTANT, AN INDEPENDENT CONTRACTOR:** The CONSULTANT shall be an independent contractor, and as such, shall have no authority, express or implied to bind the LOCAL AUTHORITY and/or the DEPARTMENT to any agreement, settlement, liability, or understanding whatsoever; and agrees not to perform any acts as agent for the LOCAL AUTHORITY, except as specifically authorized and set forth herein. Persons employed by the LOCAL AUTHORITY and acting under the direction of the LOCAL AUTHORITY shall not be deemed to be employees or agents of the CONSULTANT. Compensation provided to the CONSULTANT herein shall be the total compensation payable hereunder by the LOCAL AUTHORITY.

7. **INDEMNITY - LIABILITY:** The CONSULTANT shall hold harmless and indemnify the DEPARTMENT and the LOCAL AUTHORITY, their officers, agents and employees from and against any and all claims, suits and cost, including attorneys fees, for injury or damage of any kind to the extent arising out of the

negligent acts, wrongful acts, errors, or omissions of the CONSULTANT, or its subconsultants when acting within the scope of their subcontract, or their respective agents, employees or representatives.

The CONSULTANT is an independent contractor contracted with the LOCAL AUTHORITY and approved by the DEPARTMENT. Any periodic plan and specification review or construction inspection performed by the LOCAL AUTHORITY or DEPARTMENT arising out of the performance of the contract, does not relieve the CONSULTANT of its duty in the performance of the contract, or ensure compliance with customary standard of professional care.

8. **SEPARABILITY:** The declaration by any court, or other binding legal source, that any provision of this contract is illegal and void and shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

9. **LIABILITY INSURANCE:** Services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT shall furnish the LOCAL AUTHORITY and the DEPARTMENT a Certificate of Insurance applying to this contract for each type of insurance required, to be approved by the DEPARTMENT and the LOCAL AUTHORITY, before the CONSULTANT begins work under this contract. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the LOCAL AUTHORITY and the DEPARTMENT:

(a) General Liability and Automobile Liability insurance with a limit of not less than $1,000,000 per occurrence and not less than $2,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. The limit if different for this contract will be as designated in Attachment C to this contract. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate.

The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.

(b) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of $1,000,000 per claim and $2,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. The CONSULTANT represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).

(c) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect the CONSULTANT, its sub-consultants, the LOCAL AUTHORITY, and the DEPARTMENT from the loss of said information.

(d) Aircraft Liability in the amount of $1,000,000 per occurrence if aircraft are utilized in connection with this contract.

(e) The CONSULTANT shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.

(f) The CONSULTANT shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. The CONSULTANT further agrees to

provide the DEPARTMENT and the LOCAL AUTHORITY with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(d) above are required to be endorsed naming the LOCAL AUTHORITY, UDOT, and the State of Utah as Additional Insureds and, on General Liability and Aircraft Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self insured programs are subject to review and approval by the State of Utah, Risk Manager.

10. **HEALTH INSURANCE:** The CONSULTANT agrees that if the CONSULTANT has an initial contract of 1.5 million dollars or more, or the contract and modifications are anticipated in good faith to exceed 1.5 million dollars, or the CONSULTANT has a subcontract at any tier that involves a sub-consultant that has an initial subcontract of $750,000 or more, and/or the CONSULTANT has a subcontract at any tier that is anticipated in good faith to exceed $750,000; hereby certifies the following.

The CONSULTANT and all applicable sub-consultants have and will maintain an offer of qualified health insurance coverage for their employees, as defined in UCA Section 34A-2-104 for the employees who live and/or work within the State of Utah, along with their dependents, during the duration of the contract. Employee, for purposes of these requirements, shall be no broader than the use of the term employee for purposes of State of Utah Workers' Compensation requirements.

The Executive Director or designee shall have the right to request a recertification by the CONSULTANT by submitting a written request to the CONSULTANT, and the CONSULTANT shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the CONSULTANT be required to demonstrate such compliance more than twice in any 12-month period. The CONSULTANT and all applicable sub-consultants will be subject to all applicable penalties. The CONSULTANT will provide these same requirements in all applicable subcontracts at every tier.

11. **PROGRESS:** The CONSULTANT shall begin the work required by this contract within one week following official notification by the DEPARTMENT to proceed. The CONSULTANT shall prosecute the work diligently and to the satisfaction of the LOCAL AUTHORITY and the DEPARTMENT. If Federal Funds are used on this contract the work will be subject to periodic review by the Federal Highway Administration.

The CONSULTANT will prepare monthly progress reports following the format established by the LOCAL AUTHORITY and the DEPARTMENT in sufficient detail to document the progress of the work and support the monthly claim for payment. Payments will not be made without a supporting progress report. In addition, the CONSULTANT will update the DEPARTMENT'S "electronic Program Management" (ePM) system bi-weekly to reflect the status of the project.

Progress conferences will be held periodically. The CONSULTANT will prepare and present written information and studies to the LOCAL AUTHORITY and the DEPARTMENT so it may evaluate the features and progress of the work. Any one of the three parties may request a conference; to be held at the office of any, or at a place designated by the LOCAL AUTHORITY or the DEPARTMENT. The conferences shall also include inspection of the CONSULTANT'S services and work products when requested by the LOCAL AUTHORITY or the DEPARTMENT.

The CONSULTANT will be required to perform such additional work as may be necessary to correct errors caused by the CONSULTANT in the work required under the contract without undue delays and without additional cost to the LOCAL AUTHORITY and the DEPARTMENT.

At any time the CONSULTANT determines the contract work cannot be completed within the specified time or budget, the LOCAL AUTHORITY and the DEPARTMENT shall be immediately notified in writing. The LOCAL AUTHORITY and the DEPARTMENT may, at their sole discretion, extend the contract by written modification.

The LOCAL AUTHORITY or the DEPARTMENT may terminate this contract in accordance with termination provisions of this contract including failure of the CONSULTANT to make satisfactory progress of the contract work.

Should the LOCAL AUTHORITY or the DEPARTMENT desire to suspend the work, but not terminate the contract, this will be done by verbal notification followed by written confirmation from the LOCAL AUTHORITY or the DEPARTMENT. The work may be reinstated upon 30 days advance written notice from the LOCAL AUTHORITY or the DEPARTMENT.

Unless extended or terminated in writing, this contract will terminate on the expiration date, or at the end of the specified calendar days.

12. **REVIEW AND INSPECTION OF WORK:** It is expressly understood and agreed that authorized representatives of the LOCAL AUTHORITY, DEPARTMENT and, when Federal Funds are used, the Federal Highway Administration shall have the right to review and inspect the work in process, and the CONSULTANT'S facilities, at any time during normal business hours or by appointment.

13. **NON DISCRIMINATION PROVISIONS:** The CONSULTANT agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35 U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive order 11375 and as supplemented in Department of Labor Regulations (41CFR Part 60), which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. The CONSULTANT agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place. Sections 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable by reference in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds. The CONSULTANT further agrees to furnish reports to the LOCAL AUTHORITY and/or the DEPARTMENT upon request for the purpose of determining compliance with these statutes identified in this section. The CONSULTANT shall comply with the Americans With Disabilities Act (ADA).

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federal-aid contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEPARTMENT deems appropriate. During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the 49 CFR Part 21, and the 23 CFR Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR § 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, and low income status.

(d) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the DEPARTMENT, and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract. or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. *(Provision revised July 29, 2013.)*

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT agrees to abide by the requirements of 49 CFR Part 29. By signing this contract the CONSULTANT certifies that to the best of their knowledge and belief that it or its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in subparagraph 14(b) of this certification; and

(d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the CONSULTANT is unable to certify to any of the statements in this certification, the CONSULTANT shall attach an explanation to this contract. Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT'S responsibility. Any exceptions noted shall identify to whom it applies, the initiating agency, and dates of the action. Providing false information may result in criminal prosecution or administrative sanctions.

15. **CERTIFICATION OF COMPLIANCE ON LOBBYING RESTRICTIONS:** The CONSULTANT agrees to conform with the lobbying restrictions established by Section 319 of Public Law 101-121 (Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990) for contracts exceeding $100,000 in Federal Funds. The CONSULTANT certifies, by signing this contract, to the best of their knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONSULTANT also agrees by signing this contract that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

16. **CERTIFICATION OF COMPLIANCE ON DRUG AND ALCOHOL TESTING:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT shall comply with all applicable provisions of Rule 916-6 Drug and Alcohol Testing in State Construction Contracts and UCA Section 63G-6-604 throughout the term of this Contract. The CONSULTANT shall provide this requirement in its contracts with subconsultants.

17. **CONSULTANT COST CERTIFICATION:** The CONSULTANT hereby certifies by executing this Contract, that the CONSULTANT has previously submitted a CONSULTANT certification of final indirect costs in accordance with the Federal Acquisition Regulations (FAR) cost principles as described in the FHWA Order 4470.1A and in the DEPARTMENT Financial Screening Application.

18. **OWNERSHIP OF DOCUMENTS:** All tracings, plans, manuscripts, specifications, data, maps, etc., prepared or obtained by the CONSULTANT, as a result of working on this contract, shall be delivered to and become the property of the LOCAL AUTHORITY. All documents and data pertaining to work required by this contract shall be the property of the LOCAL AUTHORITY and shall be delivered to the LOCAL AUTHORITY within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation on their further use. Costs of all the above items shall be considered as included in the basic contract compensation for the work as described in ATTACHMENT C.

The CONSULTANT shall not be responsible for another party's application of information contained in the contract documents to other projects, or for uses other than that for which the information was intended. Should patentable discoveries or inventions result from work required by this contract, all rights to them shall be the sole property of the CONSULTANT. Except, the CONSULTANT agrees to grant to the United States Government and the State of Utah a non exclusive, non transferable, paid up, license to use the discovery or invention. The CONSULTANT is permitted to copyright reports and other contract products provided that the LOCAL AUTHORITY, the DEPARTMENT and the Federal Highway Administration have a royalty free, non exclusive, irrevocable right to reproduce, publish, or otherwise use and authorize others to use for governmental purposes.

19. **ASSIGNMENT AND SUBCONTRACTING:** The CONSULTANT shall not subcontract any of the work required by this contract, or assign monies to be paid to the CONSULTANT hereunder, without the prior written approval of the LOCAL AUTHORITY and/or the DEPARTMENT. The amount billed to the DEPARTMENT for subcontractor costs shall be the same amount the CONSULTANT actually pays subcontractor for services required by this contract. All payments made by the CONSULTANT to the subcontractor for services required by this contract shall be subject to audit by the LOCAL AUTHORITY and/or the DEPARTMENT. All subcontracts must include all the same terms and conditions and provisions included in this contract. However, the prime CONSULTANT is responsible for ensuring that all work performed by sub-consultants is insured under their insurance policy, or they require that the sub-consultants meet the insurance provisions required under this contract.

The CONSULTANT must perform work valued at not less than 50% of the total contract amount, excluding specialized services, with its own staff. Specialized services are those services or items that are not usually furnished by a consultant performing the particular type of service contained in this contract.

20. **PERSONNEL/STAFFING PLAN:** Any change in personnel from that specifically identified in Attachment C of this contract, must be approved by the DEPARTMENT through a modification to this contract or a Contract Management System (CMS) Alternative Staff Transaction prior to any work being performed by new personnel. Invoices submitted for payment with unauthorized personnel will not be paid. *(Provision revised July 29, 2013.)*

21. **DISPUTES:** Claims for services, materials, or damages not clearly authorized by the contract, or not ordered by the LOCAL AUTHORITY and the DEPARTMENT by prior written authorization, will not be paid. The CONSULTANT shall notify the LOCAL AUTHORITY and the DEPARTMENT in writing, and wait for written approval, before it begins work not previously authorized. If such notification and approval is not given or the claim is not properly documented, the CONSULTANT shall not be paid the extra compensation. Proper documentation alone shall not prove the validity of the claim. The parties agree to use arbitration or mediation after exhausting applicable administrative reviews to resolve disputes arising out of this contract where the sole relief sought is monetary damages $100,000 or less, exclusive of interest and costs.

22. **CLAIMS - DELAYS AND EXTENSIONS:** The CONSULTANT agrees to proceed with the work previously authorized by the contract, or in writing, continually and diligently, and will make no charges or claims for extra compensation for delays or hindrances within its control during the progress of this contract. The LOCAL AUTHORITY and the DEPARTMENT may allow an extension of time for the contract, for a reasonable period as agreed by the parties, should a delay or hindrance occur. The LOCAL AUTHORITY and/or the DEPARTMENT shall not waive any of its rights under the contract by permitting the CONSULTANT to proceed with the contract after the established completion date.

23. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** The CONSULTANT (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to the LOCAL AUTHORITY and/or the DEPARTMENT under this contract.

24. **CONTRACT MODIFICATIONS:** This contract may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written contract modification, executed by the parties hereto and attached to the original signed contract. If there is Federal funding as part of the revenue for this contract, the Federal Highway Administration must approve all changes.

    Claims for services furnished by CONSULTANT, not specifically authorized by this contract or by appropriate modification, shall not be paid by the LOCAL AUTHORITY or the DEPARTMENT. When a contract modification has been agreed to by the parties no claim for the extra work done or material furnished shall be made by the CONSULTANT until the written modification has been fully executed. Any verbal agreements not confirmed in writing are non-binding.

25. **TERMINATION:** This contract may be terminated as follows:

    (a) Mutual agreement of the parties; in writing and signed by the parties.

    (b) By either party for failure of the other party to fulfill its obligations, as set forth with the provisions of this contract and in particular with Attachment C, "Services Provided by the CONSULTANT" or Section 40, "Duties of the DEPARTMENT". Reasonable allowances will be made for circumstances beyond the control of the CONSULTANT and the LOCAL AUTHORITY or the DEPARTMENT. Written notice of intent to terminate is required and shall specify the reasons supporting termination.

    (c) By the LOCAL AUTHORITY or the DEPARTMENT for the convenience of the State or the LOCAL AUTHORITY upon written notice to the CONSULTANT.

    (d) Upon satisfactory completion of required contract services.

On termination of this contract all accounts and payments will be processed in accordance with contract terms. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the CONSULTANT. If the contract fee type is Cost-Plus-Fixed-Fee-With-Fixed-Total-Additive-Rate and the contract is terminated for reasons other than (d), the final fixed fee amount will be paid in proportion to the percentage of work completed as reflected by the periodic invoices as of the date of termination of the contract. Upon determining the final amount due the CONSULTANT, or to be reimbursed by the CONSULTANT, in the manner stated above, the final payment will be processed in order to close out the contract.

26. **DESIGN/CONSTRUCTION:** The CONSULTANT will utilize all current DEPARTMENT standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services. This contract may remain open for modifications for any unforeseen work that may be deemed necessary by the DEPARTMENT going into the construction phase to accommodate future work by the prime CONSULTANT or sub-consultant. CONSULTANT will perform the services in accordance with the customary standard of professional care.

27. **ELECTRONIC PLAN ROOM DOCUMENTATION:** All consultants will be expected to adhere to the current DEPARTMENT development standards on the web site. It is the CONSULTANTS responsibility to provide all plans, specifications, surveys, and associated data in the DEPARTMENT acceptable electronic formats on one or more CD's. All project data will be organized in the DEPARTMENT'S project directory structure as specified in the DEPARTMENT'S current CADD Standards. It is the CONSULTANT'S responsibility to be aware of all DEPARTMENT requirements and formats. The DEPARTMENT CADD standards are available at the Engineering Technology Services (ETS) sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

Computer Aided Drafting and Design acceptable formats are as follows:

(a) Drafting: MicroStation Design format (.dgn) by Bentley Systems Inc., version 8.5 or higher.

(b) Civil Design: InRoads by Bentley Systems Inc. version 8.8 or higher acceptable formats are as follows: Geometry files (.alg), Surface or digital terrain models (.dtm), Template libraries (.itl), and Roadway Designer files (.ird).

(c) Survey and Photogrammetry: InRoads Survey format (.fwd) by Bentley Systems Inc. version 8.8 or higher. Raw survey files will be in ASCII format, (point number, Northing, Easting, Elevation and code). Survey points will be coded using the DEPARTMENT feature codes located in the DEPARTMENT preference file (.xin) and Raster Images (aerial photos) will be in MicroStation compatible formats. Design and Survey work will adhere to the DEPARTMENT CADD Standards and "Mapping & Aerial Photogrammetry" Guide.

(d) Plotting: In order for the project to be published into the DEPARTMENT Electronic Plan Room (EPR) system, the CONSULTANT will prepare a file to direct the DEPARTMENT's plotting software, InterPlot, by Bentley Systems Inc. to produce the correct output. This is the InterPlot Organizer's plot-set file (filename.ips). This file contains specifications for each sheet in the plan set and controls the order and name of each sheet as they will appear in the EPR system. Instructions for preparing this file can be found at the DEPARTMENT Engineering Technology Services (ETS) website as stated above.

(e) Responsibility: Region Designers/Consultants, Action - When submitting electronic files for advertising, Region or consultant designers must deliver to the DEPARTMENT the design files on CD's in the established project directory structure. The following files must be included in the submittal: 1) Major design files, including roadway design, structure, striping, signing, signals, and profiles (Microstation format), 2) Existing topography and existing utilities (Microstation format), 3) Existing and proposed surfaces (dtm format), 4) InRoads alignments (alg), templates (itl), roadway designer files (ird) and preference files (xin), 5) Configuration and resource files including font and linestyle resource files.

(f) Placement: Action – Project data must be delivered to the DEPARTMENT on CD's in the established project directory structure.

The CONSULTANT will be responsible for the accuracy of the translated data.

Technical and Standards support will be provided to the CONSULTANT through the Engineering Technology Services Group of the Project Development Division at UDOT.

28. REQUIREMENTS FOR COMPUTER ELEMENTS: Hardware, firmware and/or software elements that the CONSULTANT procures, furnishes, licenses, sells, integrates, creates and/or enhances for the LOCAL AUTHORITY and the DEPARTMENT under this contract shall achieve the specific objectives specified in the work plan. These elements shall be free of defects, or "bugs," that would prevent them from achieving the objectives specified in the work plan.

Computer software and applications created and/or enhanced under this contract shall include as deliverables; user instructions, program documentation, program listings, source code and executables in specified compiled formatted files. The program documentation shall include flow charts and detailed treatment of decision algorithms and their technical basis. Appropriate LOCAL AUTHORITY individuals will review "user instructions" and "program documentation" for acceptability. Formal sign-offs will record such events and be part of the project repository. Software development and operating system platforms shall be approved by the LOCAL AUTHORITY and the DEPARTMENT and specified in the work plan. Changes to these platforms shall only be allowed by written authorization by the LOCAL AUTHORITY and the DEPARTMENT.

29. COST PRINCIPLES: Regardless of the funding source, the costs allowable for reimbursement will be governed by the Federal Acquisition Regulations, Title 48, Part 31, as modified by Utah State law, administrative rules, and regulations on contract provisions.

30. RIGHT OF WAY SUBMITTAL REQUIREMENTS: Submission of right of way acquisition packages are required to follow the *UDOT Right of Way ProjectWise Naming Convention and Attributing Guide*, as amended, which is incorporated herein by this reference. The Guide may be found on the UDOT website www.udot.utah.gov/go/rowprojectwiseguide. *(Provision revised September 30, 2013.)*

31. GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT: Pursuant to the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated, the CONSULTANT understands that if it believes that any records it submits to the DEPARTMENT and/or LOCAL AUTHORITY should be considered confidential for business purposes under Utah Code Ann. §63G-2-309, it must attach written notice of that opinion to the record when it first submits it. The CONSULTANT understands that the DEPARTMENT and/or LOCAL AUTHORITY will not treat any such record as confidential under Section 63G-2-309 absent such written notification. Additionally, the CONSULTANT agrees that neither the State of Utah, the DEPARTMENT and/or LOCAL AUTHORITY, nor any of their agents or employees are responsible for disclosure of any record that the CONSULTANT considers confidential if either the State Records Committee or a court orders it released.

32. WORK ACCEPTANCE:

(a) All work performed under this contract shall be performed in accordance with Standards, Specifications, Manuals of Instruction, Policies and Procedures established by the DEPARTMENT. All work shall be subject to the approval of the LOCAL AUTHORITY and the DEPARTMENT through its designated representatives. When the work is Federally funded, the LOCAL AUTHORITY and the DEPARTMENT will coordinate with the Federal Highway Administration (FHWA) to obtain concurrence in the work.

(b) Reviews and Quality Assurance: All contracts require a quality control / quality assurance plan and checklist. For design projects specifically, the CONSULTANT shall provide a project specific QC/QA plan that meets or exceeds the DEPARTMENT'S standard QC/QA plan located on the DEPARTMENT web page at www.udot.utah.gov/go/qcqa which is hereby incorporated by reference into this contract. If the CONSULTANT elects to use its own QC/QA plan, that plan shall, as a minimum, contain the requirements of the DEPARTMENT'S plan and be approved by

the DEPARTMENT'S Project Manager. The CONSULTANT will meet all document retention requirements and schedules. *(Provision revised February 12, 2014.)*

33. GENERAL CONTROL AND INSPECTIONS: The CONSULTANT shall be represented at progress review meetings as may be scheduled by the LOCAL AUTHORITY and the DEPARTMENT. The CONSULTANT shall accompany LOCAL AUTHORITY and the DEPARTMENT personnel and other representatives on field inspections and at conferences as may be required.

34. IF THIS CONTRACT IS FOR DESIGN:

(a) The design consultant will be retained to answer and clarify any questions on the design during construction. The consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on the CONSULTANT as he needs him. If the work required from the CONSULTANT is due to errors in the design, the CONSULTANT will not be reimbursed. To enhance the communication between the LOCAL AUTHORITY, the DEPARTMENT and Consultants, the LOCAL AUTHORITY and the DEPARTMENT are requiring that the CONSULTANT attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting. These meetings should be included in the detail work plan.

(b) If the project requires horizontal and vertical control to be established and/or identifying existing surface features to develop a Digital Terrain Model (DTM) for the design of the project, the CONSULTANT will follow the narrative in the *Project Delivery Network* for Task 1B1 Develop Base Mapping/Existing Surface on the UDOT website www.udot.utah.gov/go/pdnpdn, which is incorporated herein by this reference. *(Provision revised September 30, 2013.)*

35. IF THIS CONTRACT IS FOR CONSTRUCTION ENGINEERING MANAGEMENT:

(a) Construction Administration
Administration of any construction project delegated to the CONSULTANT. The CONSULTANT will perform activities for Construction Administration as identified and defined in the *UDOT Construction Manual of Instruction*. Deliverables and checklists for the project are based on project specifications. The CONSULTANT is required to comply with DEPARTMENT partnering requirements and oversee contractor participation. This includes but is not limited to attending DEPARTMENT training, leading the partnering effort on the project along with the contractor, participating in weekly updates on the partnering website, and monitoring and measuring partnering on the project. The CONSULTANT is responsible for required documentation for any item addressed in the project specifications and Construction contract. Items will include, but not be limited to, Materials Testing, Materials Certifications, Change Orders, Project and Materials Inspection, Civil Rights requirements, Engineer's Diary, Subcontracts, Payrolls, Meeting Minutes, Project Scheduling and Process Review summaries.

(b) Materials Testing and Inspection
The CONSULTANT will perform materials testing and inspection in accordance with the requirements of the project Construction contract. These requirements include the Materials Acceptance and Independent Assurance Programs, as outlined in the *UDOT Materials Manual of Instruction (MOI)*. The Materials Acceptance Program defines requirements for acceptance testing and verification testing. The Independent Assurance Program defines requirements for independent assurance testing, personnel qualifications and laboratory qualifications.

(c) Acceptance Testing/Inspection
Acceptance testing/inspection will be performed in accordance with the project specifications and *UDOT Minimum Sampling and Testing Requirements (MS&T)*. Minimum frequencies for materials acceptance testing and inspection are defined in the UDOT MS&T and are the absolute minimum for the identified materials, regardless of special provision requirements.

(d) Independent Assurance Testing
Requirements for Independent Assurance testing are outlined in the UDOT Materials MOI and project level requirements will be performed and documented by the CONSULTANT at the project level. Documentation will be provided for IA test results, personnel qualifications and laboratory

qualifications. Documentation for personnel and laboratory qualification will be performed prior to any sampling or testing being performed on the project.

(e) Project Inspection
Project Inspection is a combination of the presence of the CONSULTANT, and the documentation of the project's daily activities. The CONSULTANT will perform inspection in accordance with project specifications and documentation will include, at a minimum, Inspector's Daily Reports, materials placement inspection reports, project diaries, measurement and payment information, and project visual reviews for items such as traffic control placement and conformance, etc.

(f) Project Closeout
Project information obtained through contract administration, materials testing and project inspection will be collated and reviewed by the CONSULTANT to assure that all of the necessary documents are present to demonstrate compliance with the plans, specifications and Construction contract. Closeout will be performed in accordance with the comprehensive checklist in the UDOT Construction MOI and will include at a minimum, all C-106 forms, the project C-196 form, all change orders and all administrative requirements, such as payrolls and Civil Rights requirements.

(g) The DEPARTMENT's Construction Manual of Instruction and Materials Manual of Instruction can be obtained from Central Construction and Materials Division 801-965-4346 or available at the sub-page of the DEPARTMENT website www.udot.utah.gov/ets.

36. **INSPECTION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) AND ELECTRICAL CONSTRUCTION**: In order to ensure complete impartiality in the performance of construction inspection, any consultant engineering companies who are concurrently performing or bidding on ITS or electrical construction work for the LOCAL AUTHORITY and/or DEPARTMENT will not be considered eligible to perform construction inspection of ITS or electrical work on any projects as part of a consultant contract.

Consultants who are selected to do ITS or electrical construction inspection as part of a consultant contract will be requested to affirm that they currently are not performing or bidding on any electrical or ITS construction work for LOCAL AUTHORITY and/or DEPARTMENT and will not for the duration of the relevant consulting contract.

For the purposes of this provision, ITS or electrical construction is defined as follows:

Work involving the installation or repair of underground electrical conduit, electrical cables, fiber-optic cable, or any other construction work involving 120 volt (or greater) current for which an electrician's license is required. Field work taking place inside an electrical cabinet, or involving low voltage detection or data circuits, will *not* be considered ITS or electrical construction. Diagnosis, testing, calibration, aiming, resplicing, or repair of low voltage detection circuits, fiber-optic cable, or detection equipment will *not* be considered ITS or electrical construction.

Consultant engineering companies who also perform ITS or electrical construction work under contract to LOCAL AUTHORITY and/or DEPARTMENT *will* be eligible to perform the following types of consulting work, provided that the work is on completely different projects, with no possibility for conflict of interest: design work, ITS system integration, software development.

37. **NO THIRD PARTY BENEFICIARIES**: The parties enter in to this contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this contract.

38. **COORDINATION WITH DEPARTMENT FUNCTIONAL MANAGERS**: In order to ensure programmatic consistency, if the project requires, the CONSULTANT will coordinate decisions with the Region and/or Central Functional Managers in addition to the DEPARTMENT Project Manager. It is important for consultants to seek input into decisions from the technical experts within the DEPARTMENT.

39. **USE OF STATE SEAL AND UDOT LOGO:** The CONSULTANT will not misrepresent their employees as State of Utah employees. The CONSULTANT will not use the Utah State Seal or UDOT logo on business cards for their employees nor use Utah or UDOT letterhead on correspondence signed by their

employees with the following exception: the CONSULTANT may incorporate the UDOT logo on their business cards stating, "In partnership with UDOT" in addition to the CONSULTANT'S own logo. The CONSULTANT may prepare correspondence for the approval and signature of appropriate State of Utah employees.

40. DUTIES OF THE LOCAL AUTHORITY AND THE DEPARTMENT:

(a) Guarantee Access: The LOCAL AUTHORITY and/or the DEPARTMENT shall guarantee access to and make all provisions for the CONSULTANT to enter upon all lands, both public and private which in the judgment of the parties hereto are necessary to carry out such work as may be required.

(b) Prompt Consideration: The LOCAL AUTHORITY and the DEPARTMENT shall give prompt consideration to all reports, plans, proposals and other documents presented by the CONSULTANT.

(c) Documents: The DEPARTMENT shall furnish Standards, Specifications, Manuals of Instruction, Policies and Procedures, and other available information, including any material previously prepared for this work. Specific materials related to this contract that will be furnished by the LOCAL AUTHORITY and the DEPARTMENT.

(d) Services: The LOCAL AUTHORITY and the DEPARTMENT will perform standard services relating to this contract.

SERVICES PROVIDED BY THE CONSULTANT

1. SCOPE SUMMARY:

The consultant must assemble a design team and design a complete advertisement package with supporting documents which includes but are not limited to the following:

Operation & Safety Analysis Report
Environmental Study Report
Survey and monument staking
ROW design and package ready for review and acquisition and any Q package
Subsurface Utilities Engineering
Signal, ATMS, and intersection design
Roadway, Pavement, & Hydraulics Design
Possible retaining wall design

All other engineering services required for approval of plans and specifications with UDOT and FHWA.

2. SCOPE DOCUMENTS:

Following are the scope items contained in this attachment pages 2 through 21:

(a) Approval Memo

(b) Executive Summary

(c) Detailed Work Plan

(d) Personnel/Staffing Plan

(e) Schedule

(1) Completion: All work shall begin within seven (7) days of notice to proceed and shall be completed by May 31, 2016.

(2) Project/Contract Period: The project/contract will terminate May 31, 2016, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the CONSULTANT shall submit a "Contract Time Extension Modification" to the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager for approval and processing.

UDOT Consultant Services
Contract Approval Memo

Memo Printed on: January 26, 2015 12:04 PM

PM Approval Date: January 23, 2015 **UDOT PM:** Oanh Amber Le-Spradlin

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN:	12225
Project No.:	F-LC35(248)
Job/Proj:	
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps

CONTRACT INFORMATION

CS Admin:	Devon Tonks
Contract No.:	New Preconstruction Engineering
Mod No.:	
Expiration Date:	May 31, 2016
Contract/Mod Amount:	$466,397.24
Fee Type:	COST PLUS FIXED FEE
Selection Method:	POOL - GE / LG (RPLOQ)
Period:	2013-2016 GE / LG
Phase:	PRELIMINARY ENGINEERING
Discipline:	PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government	Local Government #2
AVENUE CONSULTANTS	West Valley City	City of Taylorsville
Blake Unguren	Erik Brondum	Kirsten Heins
6575 SO. REDWOOD RD, STE 101 TAYLORSVILLE, UT 84123	3600 CONSTITUTION BLVD WEST VALLEY CITY, UT 84	2600 W TAYLORSVILLE BL TAYLORSVILLE, UT 84118
	(801) 232-0483	(801) 918-5796
	ERIK.BRONDUM@WVC-UT	KHEINS@FORSGREN.COM

UDOT Consultant Services
Local Government Approval Memo
Memo Printed on: January 26, 2015 12:06 PM

PROJECT INFORMATION

PIN:	12225
Project No.:	F-LC35(248)
Job/Proj:	
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps

CONTRACT INFORMATION

CS Admin:	Devon Tonks
Contract No.:	New Preconstruction Engineering
Mod No.:	
Expiration Date:	May 31, 2016
Contract/Mod Amount:	$466,397.24
Cumulative Amount:	$466,397.24
Fee Type:	COST PLUS FIXED FEE
Selection Method:	POOL - GE / LG (RPLOQ)
Period:	2013-2016 GE / LG
Phase:	PRELIMINARY ENGINEERING
Discipline:	PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	**Local Government**
AVENUE CONSULTANTS	West Valley City
Blake Unguren	Erik Brondum
6575 SO. REDWOOD RD, STE 101	3600 CONSTITUTION BLVD
TAYLORSVILLE, UT 84123	WEST VALLEY CITY, UT 84119-2057
(801)207-7660	(801) 232-0483
blake@avenueconsultants.com	ERIK.BRONDUM@WVC-UT.GOV

I am aware of and approve the scope, schedule and budget as negotiatied by the Consultant for this contract and presented by the UDOT PM Oanh Amber Le-Spradlin. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is $600,000.00 for the life of the contract, including any and all future modifications.

1/27/15

Local Government Signature **Date**

UDOT Consultant Services

Local Government Approval Memo

Memo Printed on: January 26, 2015 12:04 PM

PROJECT INFORMATION

PIN:	12225
Project No.:	F-LC35(248)
Job/Proj:	
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps

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Phase:	PRELIMINARY ENGINEERING
Discipline:	PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
AVENUE CONSULTANTS	City of Taylorsville
Blake Unguren	Kirsten Heins
6575 SO. REDWOOD RD, STE 101	2600 W TAYLORSVILLE BLVD
TAYLORSVILLE, UT 84123	TAYLORSVILLE, UT 84118-2208
(801)207-7660	(801) 918-5796
blake@avenueconsultants.com	KHEINS@FORSGREN.COM

I am aware of and approve the scope, schedule and budget as negotiatied by the Consultant for this contract and presented by the UDOT PM Oanh Amber Le-Spradlin. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is $600,000.00 for the life of the contract, including any and all future modifications.

Local Government Signature — Date: 29 Jan 2015

City Administrator

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Brief Description

Avenue Consultants and the project team (Lochner, Meridian, Cardno, Terracon, Certus, & L2 Data Collection) will provide design services to support UDOT, West Valley City (WVC), and Taylorsville City in the design of signal improvements on 4100 South at 4000 West, 2700 West, and 1300 west.

Project Team

Lochner, Meridian, Cardno, Terracon, Certus, & L2 Data Collection

Assumptions

The scope of work and estimate will be based following four main assumptions:

- The 4000 West intersection will require widening as part of the signal upgrade.
- The 2700 West and 1300 West intersections will only include upgrades to the signal system (i.e. signal foundations, poles and mast arms, signal cabinets/controllers, pedestrian ramps, etc.). The roadway at these two intersections will not require any reconstruction or widening.
- Avenue will develop the design plans for the 4000 West and 1300 West intersections.
- Lochner will develop the design plans for the 2700 West intersection.

Activities Not in Avenue Scope

- Aesthetics/Landscaping – 1A1, 2A1, 3A1, 4A1, 4A2, 5A1 - Any aesthetics/landscaping will be provided by UDOT
- Geotechnical – 1G1, 3G1, 3G2, 3G3, 4G1, 4G2, 4G3 -
- Structure Hydraulics – 2H1, 4H1
- ROW Region – 4K1
- ROW Acquisition – 4L1, 4L2, 4L3, 5L1
- Irrigation Design – 2Q2, 3Q2
- Structures – 1S1, 3S1-3S6, 4SA, 4SM, 4S1-4S4, 5S1, 6S1

Phasing

No phasing

Fee Type

Cost plus fixed fee

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1V1

1V1-Kickoff

- Attend kickoff meeting to familiarize team with the project, review the proposed project scope, schedule, and budget, and commit to the project's success

Activity: 1B1

1B1-Develop Base Mapping/Existing Surface

- Coordinate with Meridian on obtaining and developing the base mapping and existing surface (see Meridian's scope of work (SOW))

Activity: 1J1

1J1-Identify Existing Right-of-Way (ROW)

- Coordinate with Meridian on existing ROW (see Meridian SOW)

Activity: 1Q1

1Q1- Assess Existing Roadway Drainage Conditions (Two intersections)

- Field review and on site meeting with maintenance
- Gather and review as-builts
- Establish design criteria
- Recommend drainage improvements
- Perform hydraulic analysis of existing storm drain system to verify it can accommodate any additional runoff from widening.
- Assumptions:
  - Existing drainage issues will be assed at both the 4000 West and 1300 West intersections, however it is assumed that only 4000 West will require modifications due to the anticipated need for roadway widening
  - The following are not anticipated or accounted for in the scope:
    - Provisions for detention
    - Hydraulic analysis of South Jordan Canal
    - Drainage design to reconnect drainage system/avoid utility conflicts (no new systems)
    - No new storm drain system capacity improvements are anticipated nor provided for within the scope
    - Accommodation of betterments for local government facilities
    - Irrigation facilities
  - Erosion control will be provided for on DR sheets under activity 4Q1

Activity: 1R1

1R1-Develop Roadway Scope (Two intersections)

- Determine the preliminary footprint of 4000 W
- Field review and on site meeting with maintenance
- Develop the PDC for both intersections. Coordinate roadway design criteria with West Valley City and Taylorsville
- Review existing conditions and develop recommendations for identified deficiencies.
- Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).
- Evaluate and determine if pedestrian ramps require replacement
- Develop horizontal alignments
- Prepare independent cost estimate for proposed improvements
- Assumptions:
  - 1300 West will not require any capacity/geometry improvements; it will only require signal upgrades

Activity: 1T1

1T1-Assess Capacity and Safety Needs (Three intersections)

- Request OSR [Develop OSR]
  - Obtain traffic/pedestrian accident data
  - Summarize data and compare to crash rates on similar facilities
  - Determine how many accidents are left turn related
- Collect traffic turning movement volumes at 4100 S; 4000 W, 2700 W, & 1300 W
- Field observations during data collection efforts
- Coordinate with West Valley City and Taylorsville and identify safety concerns & mitigations based on crash data and traffic volumes
- Develop safety strategy to address deficiencies
- Assumptions:
  - Data collection will be performed by L2 Data Collection (see L2's SOW) with oversight by Avenue
  - Traffic turning movement counts will be conducted for two hours during both the AM and PM peak periods (6:00am – 8:00am and 4:00pm to 6:00pm)
  - Future traffic volumes will not be developed as part of this project, nor will the travel demand model be consulted. Rather, this project will rely on the warrant study process for improvement modification specifically to address left turn issues

Activity: 1V2

1V2 Scoping Meeting

Avenue will attend a scoping meeting

Assumptions:

- The scoping meeting will likely be held in conjunction with the Geometry Review meeting.

Activity: 2E1

2E1-Analyze Environmental Resources

- Coordinate with Lochner & Certus on environmental efforts (See Lochner's and Certus' SOW)

Activity: 2M1

2M1-Develop Pavement Design & Report

- Coordinate with Terracon on develop the pavement design (see Terracon SOW)
- Assumption:
    - Pavement design only required at one project intersection

Activity: 2Q1

2Q1- Develop Initial Roadway Drainage (One intersection)

- Develop preliminary roadway drainage feature layout
- Identify potential conflicts
- Coordinate with Roadway, Survey, and Utilities
- Update cost estimate

Activity: 2R1

2R1-Model Initial Roadway Design (One intersection)

- Work with UDOT, West Valley City, and Taylorsville City to evaluate results of OSR and traffic operational analysis to determine proposed lane configuration for the 4000 West intersection.
- Pedestrian ramp reconstruction for 4000 West and 1300 West
- Layout initial signal design to determine ROW needs, if any
- Develop initial roadway model for 4000 West to determine any temporary or permanent ROW needs
- Begin development of design exceptions, waivers, and deviations from standards
- Update cost estimate
- Assumptions:
    - Roadway improvements will consist of widening an existing road, and will not deal with the vertical alignments for the corridor(s) themselves
    - Roadway widening will only be required at the 4000 West intersection
    - Roadway widening will only occur on one side of the road at two (2) locations to add capacity to the intersection

Activity: 2T1

2T1-Develop Initial Capacity Analysis (Three intersections)

- Determine AM & PM peak hour based on time of day based on traffic counts (3 intersections total)
- Perform traffic analysis using micro-simulation models (Synchro) of each intersection to determine deficiencies (3 intersections total)
- Develop capacity summary
- Perform left turn warrant study using UDOT's warrant study procedures
- Recommend final intersection improvements
- Assumptions:
    - Future traffic volumes will not be developed as part of this project, nor will the travel demand model be consulted. Rather, this project will rely on the warrant study process for improvement modification specifically to address left turn issues
    - Capacity summary will be a simple, brief summary of the result of the analysis using the typical UDOT warrant study outline

Activity: 2U1

2U1- Utilities Identification (Three intersections)

- Identify utility companies within project limits
- Notify utility companies of project and request utility records/plans
- Hold scoping meeting with utility companies (as needed)
- Develop SUE Level B, C, and D (B & C by Meridian – see Meridian SOW)
- Coordinate with UDOT Utility Coordinator and local government
- Assumptions:
    - WVC & Taylorsville will coordinate with utility companies to relocate utilities as necessary (utilizing existing franchise agreements)
    - Utility companies will develop their own design plans for utility relocations

Activity: 2Y1

2Y1-Prepare/Compile Scoping/Geometry Package

- Compile project cost estimates developed by Avenue and Lochner
- Review PDCs developed by Avenue and Lochner
- Compile, prepare and distribute Geometry Review package

Activity: 2V1

2V1- Scoping/Geometry Review Meeting

- Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications
- Assumptions:
    - Scoping Review & Geometry Review meeting will be combined to accelerate the project schedule

Activity: 3E1

3E1-Write Categorical Exclusion Document and Obtain Approval

- Coordinate with Lochner & Certus on environmental efforts (See Lochner's and Certus' SOW)

Activity: 3Q1

3Q1-Complete Roadway Drainage Design (One intersection)

- Address review comments
- Storm inlet analysis
- Complete storm drain design
- Prepare drainage plan/profile sheets
- Identify conflicts
- Update cost estimate
- Assumptions:
    - 4000 West will be the only intersection that requires drainage modifications

Activity: 3R1

3R1-Final Roadway Design (Two intersections)

- Address review comments
- Finalize roadway design & prepare plan sheets
- Submit design exceptions, waivers and deviation from standards for approval
- Develop Signing & Striping Designs
- Update roadway cost estimate
- Assumptions:
    - Roadway improvements will consist of widening an existing road, and will not deal with the vertical alignments for the corridor(s) themselves
    - Roadway widening will only be required at the 4000 West intersection
    - Roadway widening will only occur on one side of the road at two (2) locations to add capacity to the intersection

Activity: 3R3

3R3-Complete Signal & Lighting Layout Design (Two intersections)

- Develop signal design in accordance with project documents and other requirements per the UDOT Design of Signalized Intersections Manual for two (2) of the intersections
- Create preliminary signal plan sheets and cost estimate.
- Develop and submit State Furnished Items Form
- Assumptions:
    - Highway lighting (except what is on the signal poles) is not included in this scope of work.

Activity: 3U3

3U3-IDENTIFY UTILITY DEPTH (SUE LEVEL A)

- Coordinate with Cardno on SUE
- Assumption:
    - This scope only accounts for up to 30 test hole locations
    - Refer to Cardno work plan for assumptions with regard to what types of test holes are anticipated for this project.

Activity: 3U4

3U4-Complete Utility Designs (Two intersections)

- Identify potential utility conflicts through coordination with Cardno (see Cardno SOW) and utility owners
- Obtain preliminary relocation costs from utility owners and develop cost estimate
- Develop preliminary utility relocation plan sheets
- Coordinate with utility companies and WVC & Taylorsville on relocations
- Assumptions:
    - Utility relocation design identifies conflict and location
    - Utility owner provides utility designs based on existing franchise agreements
    - All efforts will be made to coordinate meetings with utilities for all three intersections to eliminate duplicate conversations

Activity: 3Y1

3Y1- Prepare compile Plan-in-Hand Package

- Compile project cost estimates developed by Avenue and Lochner
- Review project documents
- Compile, prepare and distribute Plan-in-Hand Review package

Activity: 3V1

3V1-Plan-in-Hand Meeting

- Attend Plan-in-Hand review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 4Q1

4Q1-Complete Drainage/Irrigation Plan Sheet and Document (One intersection)

- Address review comments and revise drainage and erosion control design
- Complete plan & profile and summary sheets
- Update cost estimate and PDBS entries
- Finalize drainage report

Activity: 4R1

4R1-Complete Roadway Plans and Documents (Two intersections)

- Address review comments and complete roadway plans and documentation in accordance with project requirements and to UDOT standards in preparation for PS&E meeting
- Compile required special provisions and supplemental specifications (as applicable)
- Compile supplemental drawings (as applicable)
- Complete Signing and Striping Plans
- Update cost estimate and PDBS entries

Activity: 4R3

4R3-Complete Signal and Lighting Plans and Documents (Two intersections)

- Address review comments
- Complete signal plans in accordance with UDOT standards
- Update and submit final State Furnished Items Form
- Finalize cost estimate and project documents

Activity: 4U1

4U1-Final Design Utility Coordination (Two intersections)

- Coordinate with WVC & Tayorsville
- Assumptions:
    - Provide roadway/signal design related materials needed for coordination

Activity: 4U3

4U3-Complete Utility Documents

- Assist WVC & Taylorsville in completing utility documentation
- Assumptions:
    - Utility owner provides utility designs

Activity: 4Y1

4Y1-Prepare/Compile PS&E Review Package

- Compile project cost estimates developed by Avenue and Lochner
- Review project documents
- Compile, prepare and distribute PS&E Review package

Activity: 4V1

4V1-PS&E Review Meeting

- Attend meeting to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements

Activity: 5Y1

5Y1 Incorporate PS&E Review Comments

- For this activity, Avenue will coordinate with the project team to incorporate comments from PS&E into final design.

Assumption:

- The design efforts for this activity will be included in 5Z2.

Activity: 5Z1

5Z1-Project Management

- Manage the scope, schedule, documentation, and budget associated with designing 4000 West and 1300 West, managing sub-consultant activities, utility company relocations, ROW design/acquisitions, etc.
- Perform constructability reviews at milestone plan submittals
- Prepare and maintain risk register in ProjectWise
- Coordinate with WVC and Taylorsville
    - Traffic, pavement, and utilities
    - Property owners (public outreach)
    - ROW acquisitions
- Assumptions:
    - Risk register will be updated on a bi-weekly basis
    - WVC & Taylorsville will enforce franchise agreements to facilitate utility relocations, therefore no utility agreements
    - WVC & Taylorsville will be responsible to acquire properties in conformance with federal requirements and UDOT tracking systems.

Activity: 5Z2

5Z2-Prepare, Submit, and Process for Advertisement

- Make revisions to 4000 W and 1300 W plans based on comments made during PS&E Review
- Update estimate
- Hold comment resolution meeting as necessary
- Prepare the design package and documents to submit for advertisement
- Coordinate with subs on final documents
- Prepare the SWPPP package and submit to the Resident Engineer

Activity: 4J1

4J1-Identify Right-of-Way Needs (Two intersections)

- Identify parcels for acquisition
- After intersection geometry is approved at Geometry Review - identify and "lock-in" ROW required for improvements at each intersection
- Assumptions:
    - Schedule does not accommodate any change to ROW after Geometry Review is complete
    - This activity will take place between Geometry Review and Plan-in-Hand

Activity: 4J2

4J2-Develop Right-of-Way Plans and Documents

- Coordinate with Meridian (see Meridian SOW) on development of ROW documents
- Coordinate with West Valley City and/or Taylorsville City to advance ROW agreements and acquisitions
- Assumptions:
    - West Valley City and/or Taylorsville City will acquire the property necessary to construct this project
    - This activity will take place between Geometry Review and Plan-in-Hand

UDOT Staffing Plan

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
GEMPERLINE, ANDREW	DIRECTOR OF ENGINEERING	BS, MBA	UT-179951-2202	97	$73.08	$74.99	NTP
UNGUREN, BLAKE	PROFESSIONAL ENGINEER	BS, MS	UT-5570602-2202	496	$45.67	$46.36	NTP
LAHUSEN, DEREK	PROFESSIONAL ENGINEER	BS	UT-9097171-2202	468	$36.54	$38.46	NTP
BEZZANT, DAVID	PROFESSIONAL ENGINEER	BS	UT-7562999-2202	226	$36.54	$37.49	NTP
JENSEN, DAVID	ENGINEER IN TRAINING	BS		74	$29.81	$29.92	NTP
LARSON, SHAWN	ENGINEER IN TRAINING	BS, MS		78	$25.96	$26.19	NTP
WILKINSON, MICHELLE	ADMINISTRATIVE MANAGER	BS		68	$21.64	$22.20	NTP
WEBB, DAVID	ENGINEER IN TRAINING	BS		480	$21.15	$21.20	NTP
			Total Hours for AVENUE CONSULTANTS:	1,987			

Pay Rate Variance Explanation

Adjust for 3.5% pro-rated salary increase.Derek Lahusen salary increase prior to NTP due to completion of probationary period.

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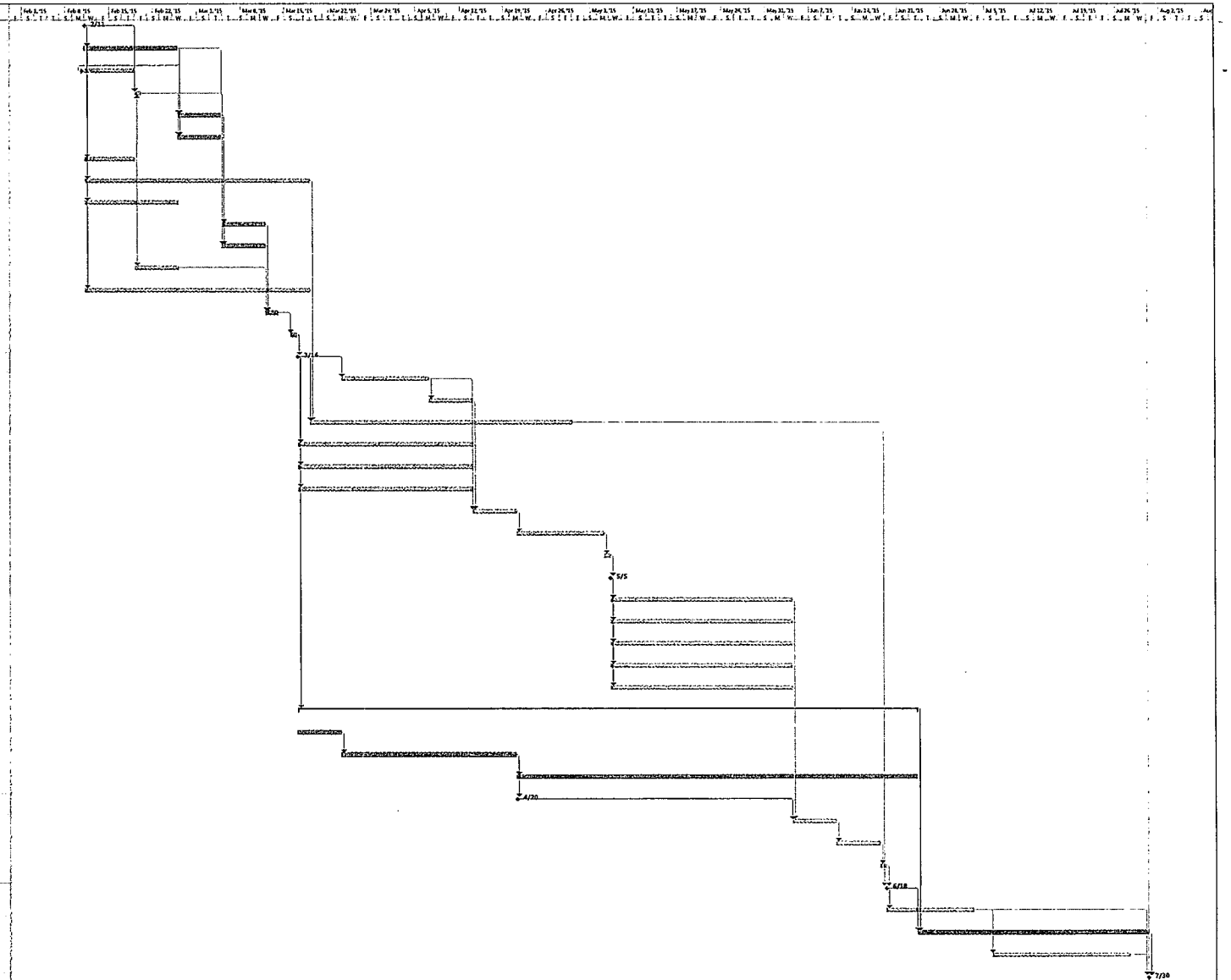
UDOT Staffing Plan

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
THOMPSON, DAVID	ENGINEER, PRINCIPAL	BS	UT-4940493-2202	0	$57.69	$57.69	NTP
BODILY, MELVIN	ENGINEER, PRINCIPAL	BS	UT-374833-2202	0	$57.69	$57.69	NTP
HOOPER, IVAN	TRANSPORTATION GROUP MANAGER	BS	UT-343657-2202	0	$57.69	$55.29	NTP
HERETH, WILLIAM	PROFESSIONAL ENGINEER	MS	UT-5338644-2202	0	$36.54	$37.36	NTP
DEO, SAMIT	PROFESSIONAL ENGINEER	BS, MS	UT-8404661-2202	0	$34.62	$35.17	NTP
BASSETT, DAVID	ENGINEER IN TRAINING	BS		0	$15.00	$26.44	NTP
MECHAM, BRADLEY	ENGINEER IN TRAINING	BS, MS		0	$25.96	$26.22	NTP
PULVER, ZANE	ENGINEERING INTERN			0	$15.00	$15.30	NTP
TAYLOR, SPENCER	ENGINEER IN TRAINING			0	$14.00	$14.00	NTP

ID	WBS	Discipline Track	Activity No	Activity Name	Duration	Start	Finish
1	1			NTP	0 days	Wed 2/11/15	Wed 2/11/15
2	2	B - Survey/Mapping	1B1	Develop Base Mapping/Existing Surface	10 days	Wed 2/11/15	Wed 2/25/15
3	3	J - Right-of-Way Design	1J1	Identify Existing Right-of-Way	5 days	Wed 2/11/15	Wed 2/18/15
4	4	V - Meeting	1V1	Kickoff Meeting	1 day	Thu 2/19/15	Thu 2/19/15
5	5	Q - Roadway Hydraulics	1Q1	Assess Existing Roadway Drainage Conditions	5 days	Thu 2/26/15	Wed 3/4/15
6	6	R - Roadway	1R1	Develop Roadway Scope	5 days	Thu 2/26/15	Wed 3/4/15
7	7	T - Traffic and Safety	1T1	Assess Capacity & Safety Needs	5 days	Wed 2/11/15	Wed 2/18/15
8	8	M - Materials	2M1	Develop Pavement Design and Report	25 days	Wed 2/11/15	Wed 3/18/15
9	9	U - Utilities	2U1	Utility & Railroad Identification	10 days	Wed 2/11/15	Wed 2/25/15
10	10	R - Roadway	2R1	Model Initial Roadway Design	5 days	Thu 3/5/15	Wed 3/11/15
11	11	Q - Roadway Hydraulics	2Q1	Develop Initial Roadway Drainage	5 days	Thu 3/5/15	Wed 3/11/15
12	12	T - Traffic and Safety	2T1	Develop Initial Capacity Analysis	5 days	Thu 2/19/15	Wed 2/25/15
13	13	E - Environmental	2E1	Analyze Environmental Resources	25 days	Wed 2/11/15	Wed 3/18/15
14	14	Y - Design Leader	2Y1	Prepare, Compile and Distribute Geometry Review Package	2 days	Thu 3/12/15	Fri 3/13/15
15	15	V - Meeting	1V2 / 2V1	Scoping / Geometry Review Meeting	1 day	Mon 3/16/15	Mon 3/16/15
16	16		MS2	GEOMETRY REVIEW COMPLETE	0 days	Mon 3/16/15	Mon 3/16/15
17	17	U - Utilities	3U3	Identify Utility Depth (SUE Level A)	10 days	Tue 3/24/15	Mon 4/6/15
18	18	U - Utilities	3U4	Complete Utility Designs	5 days	Tue 4/7/15	Mon 4/13/15
19	19	E - Environmental	3E1	Write Categorical Exclusion Document & Obtain Approval	30 days	Thu 3/19/15	Wed 4/29/15
20	20	R - Roadway	3R1	Complete Roadway Design	20 days	Tue 3/17/15	Mon 4/13/15
21	21	R - Roadway	3R3	Complete Signal and Lighting Layout Design	20 days	Tue 3/17/15	Mon 4/13/15
22	22	Q - Roadway Hydraulics	3Q1	Complete Roadway Drainage Design	20 days	Tue 3/17/15	Mon 4/13/15
23	23	Y - Design Leader	3Y1	Prepare, Compile, and Distribute Plan-In-Hand Review Package	5 days	Tue 4/14/15	Mon 4/20/15
24	24	Y - Design Leader	3Y1	Plan-In-Hand Package Review	10 days	Tue 4/21/15	Mon 5/4/15
25	25	V - Meeting	3V1	Plan-In-Hand Review Meeting	1 day	Tue 5/5/15	Tue 5/5/15
26	26		MS3	PLAN-IN-HAND COMPLETE	0 days	Tue 5/5/15	Tue 5/5/15
27	27	U - Utilities	4U1	Final Design Utility Coordination	20 days	Wed 5/6/15	Wed 6/3/15
28	28	U - Utilities	4U3	Complete Utility Plans & Documents	20 days	Wed 5/6/15	Wed 6/3/15
2		- Roadway	4R1	Complete Roadway Plans & Documents	20 days	Wed 5/6/15	Wed 6/3/15
3		- Roadway	4R3	Complete Signal and Lighting Plans & Documents	20 days	Wed 5/6/15	Wed 6/3/15
3		- Roadway Hydraulics	4Q1	Complete Drainage/Irrigation Plan Sheets & Documents	20 days	Wed 5/6/15	Wed 6/3/15
3				ALL ROW PACKETS	70 days	Tue 3/17/15	Tue 6/23/15
3		- Right-of-Way Design	4J1	Identify All Right-of-Way Needs	5 days	Tue 3/17/15	Mon 3/23/15
3		- Right-of-Way Design	4J2	Develop All Right-of-Way Plans and Documents	20 days	Tue 3/24/15	Mon 4/20/15
3				ROW Acquisition	45 days	Tue 4/21/15	Tue 6/23/15
3				ALL RIGHT-OF-WAY COMPLETE	0 days	Mon 4/20/15	Mon 4/20/15
3		- Design Leader	4Y1	Prepare, Compile, and Distribute PS&E Review Package	5 days	Thu 6/4/15	Wed 6/10/15
3		- Design Leader	4Y1	PS&E Package Review	5 days	Thu 6/11/15	Wed 6/17/15
3		- Meeting	4V1	Plans, Specifications & Estimate (PS&E) Review Meeting	1 day	Thu 6/18/15	Thu 6/18/15
4			MS4	PS&E COMPLETE	0 days	Thu 6/18/15	Thu 6/18/15
4		- Design Leader	5Y1	Incorporate PS&E Review Comments	10 days	Fri 6/19/15	Thu 7/2/15
4				Final Certifications/Acceptance/Permits (ROW Audit - 1 month)	25 days	Wed 6/24/15	Thu 7/30/15
4		- PM	5Z2	Prepare, Submit & Process for Advertisement	15 days	Mon 7/6/15	Mon 7/27/15
4			MS5	PRECONSTRUCTION COMPLETE	0 days	Thu 7/30/15	Thu 7/30/15



Milestone | Project Summary | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Task | Critical | Manual Progress | Late Non-Critical Tasks | Late Critical Tasks | Inactive Task | Baseline | Baseline Milestone | Baseline Summary | Progress | Summary | Split | Critical Split

Page 1

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PIN 12225

FEES

COST PLUS A FIXED FEE
WITH FIXED TOTAL ADDITIVE RATE

1. **COST PLUS A FIXED FEE:** For all services and materials pertinent hereto and/or specifically described herein, except as otherwise explicitly cited, the LOCAL AUTHORITY agrees to pay the CONSULTANT for the actual allowable cost and the FIXED additives plus a fixed fee. Overhead rates have been reviewed, approved, and are limited to the costs which are allowable under Federal Acquisition Regulations, contained in Title 48 CFR, Part 31.

   The contract cost includes direct labor expense, payroll additives; indirect costs and other direct non-salary costs as outlined below.

   Guest meals (meals paid by a consultant or a consultant's employee for someone other than his/her self) shall not be eligible for reimbursement unless previously approved in writing by the DEPARTMENT Project Manager and the LOCAL AUTHORITY.

   (a) The direct labor expense is the actual salary expense for professional and technical personnel and principals for the time they are productively engaged in work necessary to fulfill the terms of this contract. The payroll additives and indirect costs are FIXED as 171.95% of the direct salary expense.

   (b) If necessary and DEPARTMENT approved, any additional direct expenses incurred in fulfilling the terms of this contract, including but not limited to travel and lodging, reproduction, telephone, equipment, supplies and fees of outside CONSULTANTS or sub-consultants will be reimbursed at actual costs.

   If the CONSULTANT'S normal accounting practice is to include some of these costs as indirect expenses, then this contract will be consistent with that practice. These types of costs must be disclosed as part of your accounting practices and in conformance to Federal Cost Principles.

   (c) The fixed fee has been determined and agreed upon as 11.00% of the combined estimated direct labor and the Overhead amount, which represents the CONSULTANT'S profit of $21,742.78. The fixed fee percentage is not a floating percent and should not be billed as a percent of labor. Rather, the fixed fee payment will be prorated and paid regularly in proportion to the percentage of work completed as reflected by the periodic invoices; that is, on the same ratio as the invoice cost bears to the originally estimated total for CONSULTANT'S actual cost which is the maximum amount payable minus the fixed fee. Any portion of the fixed fee payment not previously paid in the periodic payment will be covered in the final payment.

   Overruns in the costs of the work do not warrant an increase in the fixed fee, but significant changes to the Scope of Work may require adjustment of the fixed fee in the contract as evidenced by a contract modification.

2. **MODIFICATIONS:** In the event the LOCAL AUTHORITY requires changes of services which materially affect the scope or work plan, with a resulting material increase in cost to the CONSULTANT, a contract modification for additional compensation and time for completion shall be entered into by the parties hereto prior to making such change. Any such work done without prior LOCAL AUTHORITY and the DEPARTMENT agreement shall be deemed ineligible for reimbursement by the DEPARTMENT. The LOCAL AUTHORITY will not entertain requests or claims for reimbursement and remuneration unless written approval is given prior to performance of the work.

3. **PROGRESS PAYMENTS:** Progress payments are based upon the approved percentage of work completed and are made pursuant to certified invoices received.

4. **INVOICES:** The CONSULTANT will submit monthly payment requests promptly and no later than 45 calendar days after each monthly billing cycle. Invoices are to reflect charges as they apply to the appropriate contract, project, and account number, and must be certified and executed by an official legally authorized to bind the firm. The invoice must be substantiated with appropriate supporting

documentation such as time sheets, labor reports, or cost accounting system print-out of employee time, receipts for direct expenses, and subconsultant invoices and supporting documentation that is reviewed and approved by the DEPARTMENT'S Project Manager and subject to final approval by the DEPARTMENT'S Comptroller's Office.

Payment requests for services performed on or before the last day of the Utah fiscal year (June 30), must be submitted no later than 30 calendar days after the billing cycle, see Utah Code Ann. § 63J-1-601.

The CONSULTANT acknowledges untimely billing may adversely affect the LOCAL AUTHORITY and DEPARTMENT due to federal funding requirements in 49 CFR § 18.23, and/or the state fiscal constraints imposed upon it as a department of state government by Title 63J, Chapter 1, Budgetary Procedures Act. The CONSULTANT waives payment, and waives the right to bring action in law or in equity to recover payment for services, for any and all payment requests the DEPARTMENT does not receive from the CONSULTANT within the timeframe provided under this contract. *(Provision revised June 27, 2012.)*

5. **FINAL PAYMENT:** Final invoice payment will be released only after all materials and services associated with this contract have been reviewed and approved by the DEPARTMENT'S Project Manager and finalized by the DEPARTMENT'S Comptroller's Office. The final invoice payment will not be released until a project evaluation form has been completed by the LOCAL AUTHORITY and the DEPARTMENT'S Project Manager and submitted to Consultant Services and the Comptroller's Office.

   The DEPARTMENT'S Project Managers and the Comptroller's Office have the right to hold the final payment on certain projects when design and construction are performed by two separate Consultants or if there is a potential possibility of a design or construction error. The DEPARTMENT Comptroller's Office also has the right to hold the final invoice payment until the final audit is complete upon the request of the DEPARTMENT Project Manager.

6. **FINANCIAL SUMMARY:** The total maximum amount of disbursement pertinent to this contract shall not exceed $466,397.24 Contract overruns will not be paid.

7. **COST PROPOSAL:** The overhead rate shown in the CONSULTANT'S and/or sub-consultant's cost proposal has been determined and agreed upon by the parties and is included in this contract. The CONSULTANT will invoice the DEPARTMENT using the actual Wage Rates, FIXED Overhead, prorated Fixed Fee, and any additional Direct Costs. Invoices submitted to the DEPARTMENT must reflect the staffing plan and associated hourly wage rates, labor hours used, and other costs submitted in the CONSULTANT cost proposal.

   The Cost Proposal for the CONSULTANT and/or sub-consultant, if applicable, may be found in Attachment D, pages 3 through 35.

UDOT Cost Proposal

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BEZZANT, DAVID	PROFESSIONAL ENGINEER	226	$37.49	$8,472.74
GEMPERLINE, ANDREW	DIRECTOR OF ENGINEERING	97	$74.99	$7,274.03
JENSEN, DAVID	ENGINEER IN TRAINING	74	$29.92	$2,214.08
LAHUSEN, DEREK	PROFESSIONAL ENGINEER	468	$38.46	$17,999.28
LARSON, SHAWN	ENGINEER IN TRAINING	78	$26.19	$2,042.82
UNGUREN, BLAKE	PROFESSIONAL ENGINEER	496	$46.36	$22,994.56
WEBB, DAVID	ENGINEER IN TRAINING	480	$21.20	$10,176.00
WILKINSON, MICHELLE	ADMINISTRATIVE MANAGER	68	$22.20	$1,509.60
	Total Hours:	1,987		
	Total Direct Labor:			$72,683.11
	Overhead:		171.95%	$124,978.52
	Total Direct Labor plus Overhead:			$197,661.63
	Fixed Fee:		11.00%	$21,742.78
	Burdened Labor Cost:			$219,404.41

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
CL - L2 DATA COLLECTION INC.	UNIT	3,200.0	$1.000	$3,200.00
CL - CERTUS ENVIRONMENTAL SOLUTIONS, LLC	UNIT	3,508.0	$1.000	$3,508.00
CL - TERRACON, INC.	UNIT	10,598.0	$1.000	$10,598.00
PERSONAL VEHICLE MILEAGE 2015	MILE	1,000.0	$.575	$575.00
PLOTS	FOOT	200.0	$1.250	$250.00
COPES 11 X 17 (B&W)	EACH	2,500.0	$.250	$625.00
COPIES 8.5 X 11 (B&W)	EACH	4,000.0	$.060	$240.00
			Total Other Direct Charges:	$18,996.00

Sub Consultant Costs

Firm Name	Sub Total Cost
MERIDIAN ENGINEERING INC	$82,389.94
H W LOCHNER, INC.	$121,449.04
CARDNO, INC	$24,157.84
Total Sub Consultant Costs:	$227,996.83
Total Contract Cost:	**$466,397.24**

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	1V1	1B1	1J1	1Q1	1R1	1T1	1V2	2E1	2M1	2Q1	2R1	2T1	2U1	2Y1	2V1	
GEMPERLINE, ANDREW	4	0	0	0	3	0	0	4	0	1	2	0	2	2	0	
UNGUREN, BLAKE	4	0	2	4	12	16	4	16	0	2	16	14	20	11	4	
LAHUSEN, DEREK	4	4	2	1	29	0	0	0	4	4	42	0	12	10	4	
BEZZANT, DAVID	0	0	0	28	0	0	0	0	0	46	0	0	0	0	0	
JENSEN, DAVID	4	0	0	0	0	36	0	0	0	0	0	34	0	0	0	
LARSON, SHAWN	0	0	0	0	0	22	0	0	0	0	0	56	0	0	0	
WILKINSON, MICHELLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WEBB, DAVID	0	0	0	28	16	0	0	0	0	4	36	0	46	10	4	

Attachment D 4 of 35

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	3E1	3Q1	3R1	3R3	3U3	3U4	3Y1	3V1	4Q1	4R1	4R3	4U1	4U3	4Y1	4V1	
GEMPERLINE, ANDREW	8	0	8	1	0	2	2	4	0	4	2	0	0	2	4	
UNGUREN, BLAKE	24	2	20	6	4	15	14	4	4	12	4	4	2	14	4	
LAHUSEN, DEREK	0	12	71	9	0	28	12	4	14	50	8	8	12	16	4	
BEZZANT, DAVID	0	42	2	12	0	2	0	0	50	2	14	0	0	0	0	
JENSEN, DAVID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LARSON, SHAWN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WILKINSON, MICHELLE	0	0	0	0	0	0	8	0	0	0	0	0	0	8	0	
WEBB, DAVID	0	24	59	32	0	23	8	4	32	72	22	0	8	8	4	

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	5Y1	5Z1	5Z2	4J1	4J2											Total
GEMPERLINE, ANDREW	0	28	4	0	10											97
UNGUREN, BLAKE	4	178	28	4	24											496
LAHUSEN, DEREK	0	48	38	12	6											468
BEZZANT, DAVID	0	8	20	0	0											226
JENSEN, DAVID	0	0	0	0	0											74
LARSON, SHAWN	0	0	0	0	0											78
WILKINSON, MICHELLE	0	40	12	0	0											68
WEBB, DAVID	0	0	32	8	0											480

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

	1V1	**1B1**	**1J1**	**1Q1**	**1R1**	**1T1**	**1V2**	**2E1**	**2M1**	**2Q1**	**2R1**	**2T1**	**2U1**	**2Y1**	**2V1**	
Firm Activity Totals:	16	4	4	61	60	74	4	20	4	57	96	104	80	33	12	
	3E1	**3Q1**	**3R1**	**3R3**	**3U3**	**3U4**	**3Y1**	**3V1**	**4Q1**	**4R1**	**4R3**	**4U1**	**4U3**	**4Y1**	**4V1**	
Firm Activity Totals:	32	80	160	60	4	70	44	16	100	140	50	12	22	48	16	
	5Y1	**5Z1**	**5Z2**	**4J1**	**4J2**											**Total**
Firm Activity Totals:	4	302	134	24	40											1,987
	1V1	**1B1**	**1J1**	**1Q1**	**1R1**	**1T1**	**1V2**	**2E1**	**2M1**	**2Q1**	**2R1**	**2T1**	**2U1**	**2Y1**	**2V1**	
Transaction Activity Totals:	28	375	267	61	96	74	14	180	4	57	176	104	206	33	14	
	3E1	**3Q1**	**3R1**	**3R3**	**3U3**	**3U4**	**3Y1**	**3V1**	**4Q1**	**4R1**	**4R3**	**4U1**	**4U3**	**4Y1**	**4V1**	
Transaction Activity Totals:	270	80	351	82	50	89	44	32	100	258	73	12	22	48	28	
	5Y1	**5Z1**	**5Z2**	**4J1**	**4J2**											**Total**
Transaction Activity Totals:	28	492	178	48	220											4,194

UDOT Executive Summary

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Brief Description

To provide professional surveying, mapping, utility, and right of way services supporting the improvements of 4100 South Street at the intersections of 4000 West, 2700 West, and 1300 West in West Valley City and Taylorsville City, Utah in accordance with the current UDOT Delivery Network, including the UDOT Standard Drawings, Standard Specifications, Special Provisions and Guidelines, and the Mapping and Aerial Photogrammetry Manual.

Project Team

Meridian Engineering, Inc. is a sub-consultant to Avenue Consultants

Assumptions

Meridian presumes 12 parcels inside the project limits, and 8 of those parcels will be affected by new right of way and easements. This scope of work assumes there will be no condemnations. Additional parcels over the original 12 and 8 assumed, will require an additional fee to complete.

Meridian presumes we will provide survey for Bluestaked utilities all three intersections. This level of mapping will be done to a Quality Level C and D. Meridian presumes surveying 30 Quality Level A potholes. Potholes will be vacuumed and certified by others.

With this scope of work, Meridian will not provide Right of Way Markers after construction.

Upon completion of this project, Meridian will not file a Record of Survey.

Phasing

There will be no phasing with this project.

Fee Type

Cost Plus Fixed Fee of 11% Profit.

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1B1

1B1: Develop Base Mapping/Existing Surface

Project Limits:

4000 West and 4100 South Intersection – Full topo limits will extend 400′ North and South of 4100 South Street; 500′ West of 4000 West Street; and 900′ East of 4000 West Street. From these limits, pavement survey limits will extend another 150′ North and South of the full limits; and 300′ West of the full limits.

2700 West and 4100 South Intersection – Full topo limits will extend 100′ North and South of 4100 South Street; and 100′ East and West of 2700 West Street. No extra pavement limits are needed for this intersection.

1300 West and 4100 South Intersection – Full topo limits will extend 100′ North and South of 4100 South Street; and 100′ East and West of 1300 West Street. No extra pavement limits are needed for this intersection.

All limits shown above will extend into adjoining properties as shown in the survey limits document prepared by Avenue Consultants and emailed to Meridian Engineering on December 18, 2014.

Project Control:

Meridian will prepare the control network outside of the project area to establish or reestablish the control for Section Corners, Quarter Corners, and Center Quarter Corners throughout the proposed alignments in order to determine the existing property matrix for future right of way takes or parcel agreements within the project limits. This control network can also be used in future projects in this area and will be geographically correct on a final control diagram, relative to this project.

Meridian will survey secondary monuments needed to determine and prepare the existing property matrix. These monuments may include street monuments, subdivision monuments and property corners on adjoining lands throughout the project area.

This survey will be based on localized geodetic control as established through The Utah Reference Network GPS (or TURN GPS). This will allow for accurate longitude and latitude determinations. State plane coordinates will be calculated from these values. Project coordinates will be used for actual topographic surveys. Elevations will be retrieved from area Salt Lake County benchmarks or published NGS survey benchmarks (whichever is more accessible to the project location). Elevations will be transferred onto project control points. Temporary control points will be set as needed to perform our surveys.

Meridian will set multiple copper rivets in existing concrete or #5 x 24 inch rebar with "control point" caps for the use by

the Contractor. These control points will be set along the corridor at visible intervals. They will carry accurate and verified coordinates/elevations.

Prepare a control diagram drawing representing the primary and secondary control monumentation used to survey of this project. This drawing will be certified by a PLS and may be used for design and construction purposes.

Meridian will also prepare and certify to UDOT's base mapping certification. With this certification, Meridian will submit the associated geo-reference files including a project dty file.

Existing Topographic Survey Inside Project Limits:

Tie existing concrete surfaces: curb & gutter, driveways, sidewalks, pads.

Tie existing roadway improvements: pavement, visible crowns, signage and walls.

Cross sections will be provided at 50 foot intervals. At the Avenue's request, intervals will be shortened in a few locations at each intersection in order to assure design grade accuracies.

Existing paint striping inside project limits will be located on cross section intervals.

Tie existing visible surface utilities: sewer manholes, sewer clean-outs, storm drain manholes (with invert elevations of utilities inside the scoped project limits), water meters, water valves, fire hydrants, gas valves, gas meters (where pipe comes out of the ground), communications manholes, telephone boxes, transformers, utility poles, irrigation boxes, weirs, culverts, visible piping, sprinkler control boxes, signal boxes and other surface utilities.

Tie existing mailboxes, fences, walls, commercial signs and building fronts.

Tie found boundary evidence: curb or sidewalk rivets, property monuments and right of way markers.

Tie grade existing changes, breaks, toe and top slopes, open ditches, drainage areas and other grade transitions.

Tie significant trees (6" diameter and larger). Outline clusters of smaller trees and shrubs.

Locate overhead crossing lines and their sag elevation with the current temperature and time added as a note. Each end of the lowest utility will also be located.

Items inside pavement survey will include all items listed above, but only from edge of pavement to edge of pavement.

Note: Extra detail needed at the northeast corner of 4100 South and 2700 West for an existing retaining wall and surrounding items.

Aerial Mapping:

Aerial mapping will not be done for this project. 2012 imagery from the AGRC will be downloaded and geo-referenced to the project coordinates by Meridian.

Product Deliverables:

Meridian will prepare a control diagram for use in roadway and right of way design and construction activities. The diagram will be certified and include methods and projections used, project coordinates and elevations, state plane coordinates along with longitudes and latitudes.

Meridian will prepare existing topographic files including 12225_extopo.dgn, 12225_extopo.fwd, and 12225_extopo.dtm.

Meridian's surveyors will sketch inverts for sewer and storm boxes found within the project limits, as well as utility boxes outside the project limits that are attached to sewer and storm boxes found inside the project limits. No other inverts will be sketched. These sketches will be delivered in *.pdf format.

Meridian surveyors will also take random digital photographs inside the project limits for clarification. This photos will be

delivered in *.jpg format.

All MicroStation deliverables shall be in V8i format and loaded to UDOT's servers using ProjectWise for correct attributes and standards.

Activity: 1J1

1J1: Identify Existing Right of Way

Research:

Conduct ownership deed and subdivision plat research with the Salt Lake County Recorder. Ownership research will be conducted to determine current property owners and retrieve either the vesting deed or proof of marketable title (40 years, 1974) is reached. Retrieve copies of subdivision plats and road dedication plats.

Conduct previously recorded boundary survey research with the Salt Lake County Surveyor's Office. This information will aid in placing subdivisions and private survey data within the right of way drawings.

Conduct research with West Valley City to help determine the existing right of way conditions along 4100 South Street at 4000 West and 2700 West Streets.

Conduct research with Taylorsville City to help determine the existing right of way conditions along 4100 South Street at 1200 West Street.

There are approximately 12 parcels inside the limits of this scope of work (4 at each intersection quadrant).

Meridian will create a spreadsheet list of all parcels listing ownership information (names, tax ID, parcel address, owners address, type of ownership, apparent use).

Survey and Mapping:

None. Survey activities are performed in activity 1B1.

Base Maps:

Compile research to develop an existing right of way drawing (12225_Exrow.dgn).

Meridian will initiate and perform UDOT required 1J1 quality control reviews.

1J1 Product Deliverables:

Existing Right of Way Drawing (12225_ExRow.dgn)

Right of Way Property Information Spreadsheet

QC Cover Sheets

Assumptions:

Effort will involve 12 parcels. Additional parcels are not included in the current fee schedule.

Activity: 2U1

2U1: Utility and Railroad Identification

Based on earlier established survey control, Meridian will survey the utility designations provided by Bluestakes of Utah (Quality Level C and D). Meridian will compile these Bluestake into a new exutil file. The survey will show surface utility markings, and will include invert data on sewer manholes, storm drain manholes, inlets and boxes. Avenue Consultants will obtain utility map research as well as update the exutil file to show utility company maps.

Assumptions:

Existing Utility Drawing (12225_Exutil.dgn).

pdate 12225_Extopo if necessary.

Avenue will complete all utility company research

Avenue will add utility research to the exutil file containing the Bluestake marks

Activity: 3U3

3U3: Identify Utility Depths (SUE Level A)

Meridian will coordinate utility depth explorations with the Avenue's SUE consultant and survey all bored or vacuumed utility holes. 30 test holes are presumed with this scope.

Meridian will merge survey data with 12225_Exutil files.

Assumptions:

Existing Utility Drawing (12225_Exutil.dgn).

Update 12225_Extopo if necessary

30 Test holes are expected with this scope of work

Activity: 5Y1

5Y1: Incorporate PS&E Review Comments

Make revisions based on comments made during PS&E meeting

5Z1 Product Deliverables:

Meridian will incorporate the PS&E review comments into our documents and plan sets

Assumptions:

Meridian will address all right of way comments.

Activity: 5Z1

5Z1: Project Management

Prepare QC/QA report for all Meridian work products, and monthly progress and accounting support to Avenue.

Attendance at project coordination meetings when requested.

5Z1 Product Deliverables:

Meridian will deliver QC/QA reports to Avenue and UDOT

Assumptions:

Milestone meetings and team meetings will be attended by ROW Lead and Project Manager.

10-2 hour team meetings over the course of the project.

Attend Kickoff Meeting

Attend Scoping\Geometry Review Meeting

Attend Plan in Hand Meeting

Activity: 4J1

4J1: Identify Right of Way Needs

Coordinate with the project team to identify ROW acquisition needs for the 8 projected parcels. This will need to include projected easements for future construction. Meridian will coordinate all work with UDOT's agent so they can plan workload.

Assumptions:

Effort will involve 8 parcels (See assumptions in Executive Summary).

Activity: 4J2

4J2: Develop Right of Way Plans and Documents

Develop right of way plans and documents per UDOT Right of Way Manual. Repeat this activity for each partial, final and supplemental summary.

Develop right of way plans to show required acquisitions and accommodate all aspect of the project. Include fee ownership, slope easements, temporary construction easements, drainage easements and utility relocation easements or documents.

Place all line work and annotation on the appropriate CADD level.

Develop all sheets according to current UDOT CADD Standards and the UDOT Plan Sheet Development Standards.

Clearly label parcel numbers.

Prepare legal descriptions for each parcel to be acquired following the UDOT right of way standards.

Right of Way, perpetual easement and temporary construction easement needs will be determined and confirmed by the project team.

Initiate and perform UDOT required 4J2 quality control reviews.

4J2 Product Deliverables:

Meridian will provide UDOT with right of way submittal packages in conformance with UDOT standards or declared variances. Submittal packages will include:

RW-53 Summary forms

RW-51 Ownership Records forms along with vesting deeds for each parcel

Deed and Easement Conveyance Instruments

Deed Plotter Printouts

Copy of Recorded Vesting Deeds

Affected Right of Way maps

Meridian will upload summaries into ProjectWise and ePM.

Assumptions:

Effort will involve 8 parcels over 2 partial submittals (See assumptions in Executive Summary).

Each parcel will include a maximum of 1 take and 2 easements.

UDOT Staffing Plan

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
FENN, DARRYL	PRESIDENT / CONTRACTING		UT-172851	4	$55.38	$55.38	NTP
NADEAU, MIICHAEL	PROJECT LEAD	AAS	UT-4938744	72	$43.68	$43.68	NTP
SMITH, RANDY	QC MANAGER	AAS	UT-5152908	8	$38.22	$38.22	NTP
SEARLE, JEFF	RIGHT OF WAY	BS	UT-5047039	24	$35.00	$35.00	NTP
BARON, TYLER	R/W ENGINEER		UT-7281045	142	$34.00	$34.00	NTP
WILLIAMS, DARREN	RIGHT OF WAY	AAS	UT-4975981	92	$32.00	$32.00	NTP
MARBEL, SPENCER	SURVEYOR			110	$31.25	$31.25	NTP
FALKENTHAL, KURT	SURVEYOR	AAS	UT-7281046	100	$30.00	$30.00	NTP
TURNER, KYLE	ASSISTANT SURVEY MANAGER	AAS	UT-7820824	30	$29.00	$29.00	NTP
DENHAM, GUSTAVE	DESIGN			103	$27.50	$27.50	NTP
INABNIT, AARON	SURVEYOR	AAS		80	$23.00	$23.00	NTP
WILLIAMS, TRAVIS	SURVEY CADD DESIGN			14	$22.00	$22.00	NTP
SHER, JAMES	R/W TECH			48	$22.00	$22.00	NTP
MILTON, DAVID	SURVEYOR			110	$18.50	$18.50	NTP
PPES, GEOFFREY	SURVEYOR			100	$17.50	$17.50	NTP
YACK, RACHEL	SURVEYOR-ARCH/HISTORIAN	BS		20	$17.00	$17.00	NTP
RT, MARSHALL	SURVEY TECH	BS		6	$16.00	$16.00	NTP
NN, WENDY	CLERICAL			4	$16.00	$16.00	NTP
AKE, DARRELL	SURVEY TECH			21	$15.00	$15.00	NTP
NN, REGAN	SURVEY TECH	AA		40	$15.00	$15.00	NTP
			Total Hours for MERIDIAN ENGINEERING INC:	1,128			

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UDOT Cost Proposal

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BARON, TYLER	R/W ENGINEER	142	$34.00	$4,828.00
BIPPES, GEOFFREY	SURVEYOR	100	$17.50	$1,750.00
BOYACK, RACHEL	SURVEYOR-ARCH/HISTORIAN	20	$17.00	$340.00
BURT, MARSHALL	SURVEY TECH	6	$16.00	$96.00
DENHAM, GUSTAVE	DESIGN	103	$27.50	$2,832.50
FALKENTHAL, KURT	SURVEYOR	100	$30.00	$3,000.00
FENN, DARRYL	PRESIDENT / CONTRACTING	4	$55.38	$221.52
FENN, REGAN	SURVEY TECH	40	$15.00	$600.00
FENN, WENDY	CLERICAL	4	$16.00	$64.00
FISHER, JAMES	R/W TECH	48	$22.00	$1,056.00
FLAKE, DARRELL	SURVEY TECH	21	$15.00	$315.00
HAMILTON, DAVID	SURVEYOR	110	$18.50	$2,035.00
INABNIT, AARON	SURVEYOR	80	$23.00	$1,840.00
MARBEL, SPENCER	SURVEYOR	110	$31.25	$3,437.50
NADEAU, MIICHAEL	PROJECT LEAD	72	$43.68	$3,144.96
SEARLE, JEFF	RIGHT OF WAY	24	$35.00	$840.00
SMITH, RANDY	QC MANAGER	8	$38.22	$305.76
TURNER, KYLE	ASSISTANT SURVEY MANAGER	30	$29.00	$870.00
WILLIAMS, DARREN	RIGHT OF WAY	92	$32.00	$2,944.00
WILLIAMS, TRAVIS	SURVEY CADD DESIGN	14	$22.00	$308.00
	Total Hours:	1,128		
	Total Direct Labor:			$30,828.24
	Overhead:		140.77%	$43,396.93
	Total Direct Labor plus Overhead:			$74,225.17
	Fixed Fee:		11.00%	$8,164.77
	Burdened Labor Cost:			$82,389.94
	Total Cost for MERIDIAN ENGINEERING INC:			**$82,389.94**

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	1B1	1J1	2U1	3U3	5Y1	5Z1	4J1	4J2								Total
FENN, DARRYL	0	0	0	0	0	4	0	0								4
NADEAU, MIICHAEL	0	0	0	0	0	72	0	0								72
SMITH, RANDY	0	0	0	0	0	0	0	8								8
SEARLE, JEFF	0	24	0	0	0	0	0	0								24
BARON, TYLER	0	54	0	0	8	32	8	40								142
WILLIAMS, DARREN	0	44	0	0	0	0	8	40								92
MARBEL, SPENCER	110	0	0	0	0	0	0	0								110
FALKENTHAL, KURT	25	0	60	15	0	0	0	0								100
TURNER, KYLE	30	0	0	0	0	0	0	0								30
DENHAM, GUSTAVE	28	3	6	2	8	0	8	48								103
INABNIT, AARON	0	48	0	0	0	0	0	32								80
FISHER, JAMES	0	48	0	0	0	0	0	0								48
WILLIAMS, TRAVIS	0	6	0	0	8	0	0	0								14
.MILTON, DAVID	110	0	0	0	0	0	0	0								110
ᵓPES, GEOFFREY	25	0	60	15	0	0	0	0								100
ᵓYACK, RACHEL	0	12	0	0	0	0	0	8								20
NN, WENDY	0	0	0	0	0	0	0	4								4
RT, MARSHALL	0	6	0	0	0	0	0	0								6
NN, REGAN	40	0	0	0	0	0	0	0								40
AKE, DARRELL	3	18	0	0	0	0	0	0								21

Attachment D 17 of 35

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

	1B1	1J1	2U1	3U3	5Y1	5Z1	4J1	4J2								Total
Firm Activity Totals:	371	263	126	32	24	108	24	180								1,128

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 1V1

- 1V1-Kickoff

o Attend kickoff meeting to familiarize team with the project, review the proposed project scope, schedule, and budget, and commit to the project's success

Activity: 1R1

- Model Initial Roadway Design

o Determine the preliminary footprint of 2700 W intersection

o Field review and on site meeting with maintenance

o Develop the PDC (for 2700 W). Coordinate design criteria with West Valley City and Taylorsville City

o Review existing conditions and develop recommendations for identified deficiencies. Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).

o Evaluate and determine if pedestrian ramps require replacement and limits of retaining wall reconstruction

o Work with UDOT and Avenue to evaluate results of OSR, traffic and operational analysis to determine lane configuration of the intersection and limits of pedestrian ramp reconstruction

o Prepare independent cost estimate for proposed improvements

o Assumptions:

§ Assume lane configuration changes, if any, will be accomplished with restriping

§ Assume no changes to existing curb and gutter locations or drainage patterns

§ Assume improvements are associated with relocating signal poles and reconstructing pedestrian ramps

Activity: 1V2

- Scoping/Geometry Review Meeting

o Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 2E1

- Analyze Environmental Resources

o Provide environmental resource locations to roadway designers for consideration during design. Prepare technical documentation as required for CE. Results may include the identification of potential impacts, potential mitigation, and necessary permits.

o Field review

o Prepare Archaeological and Architectural Resources Technical Reports (See Certus SOW)

o Prepare project information (purpose and need, project description, and location map)

o Conduct uPlan database search

o Prepare project notification letters (for private landowners prior to cultural survey)

o Request T&E/wildlife clearance memo from UDOT Wildlife Biologist

o Request Waters of the U.S. clearance memo from UDOT Landscape Architect

o Identify Section 4(f) resources (historic properties)

o Sub-consultant coordination (Certus)

o Develop list of property owners adjacent/abutting the project

o Assumptions:

§ No Environmental Justice

§ UDOT to prepare project notification letters if needed (Native American Consultation, CLG, USACE)

§ No Wetlands or Water Resources (including South Jordan Canal) will be impacted by this project; no wetland or Waters of the U.S. delineation report will be required; no Stream Alteration permit or Section 404 permit will be required (UDOT Landscape Architect to provide clearance memo)

§ Improvements/widening will not require modifications to box culvert or headwalls

Activity: 2R1

- Model Initial Roadway Design

o Determine the preliminary footprint of 2700 W intersection

o Field review and on site meeting with maintenance

o Develop the PDC (for 2700 W). Coordinate design criteria with West Valley City and Taylorsville City

o Review existing conditions and develop recommendations for identified deficiencies. Obtain as-built of existing facilities (roadway, retaining walls, signals and utilities, etc...).

o Evaluate and determine if pedestrian ramps require replacement and limits of retaining wall reconstruction

o Work with UDOT and Avenue to evaluate results of OSR, traffic and operational analysis to determine lane configuration of the intersection and limits of pedestrian ramp reconstruction

o Prepare independent cost estimate for proposed improvements

o Assumptions:

§ Assume lane configuration changes, if any, will be accomplished with restriping

§ Assume no changes to existing curb and gutter locations or drainage patterns

§ Assume improvements are associated with relocating signal poles and reconstructing pedestrian ramps

Activity: 2V1

- Scoping/Geometry Review Meeting
  - Attend scoping/geometry review meeting to develop a clear project scope, schedule, and budget. Identify any changes to the initial lane configuration/project footprint and all ensuing alterations to other disciplines based on those modifications

Activity: 3E1

- 3E1-Write Categorical Exclusion Document and Obtain Approval

o Complete and obtain approval of the categorical exclusions (CE) for the project. Coordinate with agencies regarding potentially impacted resources. Prepare technical documentation for each environmental resource potentially impacted (necessary to complete the CE). Complete steps and documentation required for Section 4(f).

o Determine resource impacts (right-of-way, cultural)

o Prepare figures for Determination of Eligibility/Finding of Effect (DOEFOE)

o Complete CE form on the PEL CE Template or ePM as appropriate; coordinate with UDOT staff and attach all necessary documentation

o Compile CE with front matter and appendices in .pdf format

o Internal QC review and signature

o Obtain CE approval (submit draft for UDOT review; incorporate comments; review, finalize, resubmit)

o Sub-consultant coordination (Certus)

o Assumptions:

§ Three CEs will be prepared (one for each intersection)

§ This Categorical Exclusion Document (CE) is a type covered under the 6004 Memorandum of Understanding between UDOT and FHWA

§ CEs will be prepared using the UDOT uPlan Planning and Environmental Linkages (PEL) reporting tool paired with concurrence memos from UDOT environmental resource specialists as appropriate

§ Two rounds of review of the CE by UDOT will be required

§ UDOT Environmental Services to provide access to PEL tool as well as provide PEL CE template.

§ Section 106 to result in "No Adverse Effect."

§ Duration includes State Historic Preservation Office review and UDOT draft document reviews.

§ SHPO review will be based on the technical report

§ No full Section 4(f) evaluation required (only *de minimis*).

§ No T&E species or designated critical habitat present (UDOT to provide "no-effect" letter)

§ No noise study required.

§ No air quality analysis will be required. Project is not in non-attainment area for CO; CO hot-spot analysis not required. Project will not affect intersections with a significant number of diesel vehicles; PM analysis not required

§ PI outreach is limited to contacting property owners involved with r/w acquisition and to update the West Valley City Council & Mayor one time

Activity: 3R1

- -Final Roadway Design
- o Address review comments
- o Finalize roadway design and prepare roadway plan sheets
- o Identify utility conflicts and r/w needs
- o Develop signing and striping plans
- o Develop wall plans and details (assume cast in place wall)
- o Update cost estimate

Activity: 3R3

- Complete Signal & Lighting Layout Design
- o Develop signal design in accordance with project documents and other requirements per the UDOT Design of Signalized Intersections Manual. Create preliminary signal plan sheets and cost estimate.

Activity: 3U4

- Complete Utility Designs
- o Identify potential utility conflicts through coordination with TBE and utility owners
- o Complete utility relocation designs (see assumptions)
- o Obtain preliminary relocation costs from utility owners and develop cost estimate
- o Develop preliminary utility relocation plan sheets
- o Assumptions:
- § Utility relocation design identifies conflict and location
- § Utility owner provides actual utility designs

Activity: 3V1

- Plan-in-Hand Meeting
- o Meet to perform final review of roadway, drainage and utility designs

Activity: 4R1

- Complete Roadway Plans and Documents (includes 4R2)
- o Address review comments and complete roadway plans and documentation in accordance with project requirements and to UDOT standards in preparation for PS&E meeting
- o Complete signing and striping plan sheets and summary sheets
- o Update cost estimate and PDBS entries

Activity: 4R3

- -Complete Signal and Lighting Plans and Documents
- o Address review comments and complete signal plans in accordance with UDOT standards
- o Finalize cost estimate and project documents

Activity: 4V1

- PS&E Review Meeting

o Attend meeting to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements

Activity: 5Z1

- Project Management

o Effectively manage the scope, schedule, documentation, and budget associated with the design of 2700 West and the Categorical Exclusion

o Perform constructability reviews at milestone plan submittals

Activity: 5Z2

- Prepare, Submit, and Process for Advertisement

o Assist Avenue to prepare the design package and documents to submit for advertisement. Prepare the SWPPP package and submit to the Resident Engineer

UDOT Staffing Plan

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
PHILLIPS, JASON	PROJECT MANAGER	B.S.	UT-265655	53	$68.34	$68.34	NTP
BYRNE, BRIAN	SENIOR STRUCTURAL ENGINEER	M.S.	UT-5717287	60	$65.57	$65.57	NTP
MARKHAM, LORETTA	ENVIRONMENTAL PROJECT MANAGER	B.S.		32	$61.50	$61.50	NTP
JENSEN, BRETT	PROJECT ENGINEER	B.S.	UT-5048417	20	$48.09	$48.09	NTP
CAMPAGNA, RICK	SR CONSTRUCTION MANAGER	MS	UT-178309-2202	8	$48.08	$48.08	NTP
ALBURY, ELISA	SENIOR PLANNER	M.S.		244	$42.00	$42.00	NTP
WILLIAMS, NICOLE	DESIGN ENGINEER	B.S.	UT-8338342	164	$38.02	$38.02	NTP
TOMTEN, BLAIR	DESIGN ENGINEER	B.S.	UT-8847040-2202	22	$30.75	$30.75	NTP
SOMMERS, CARLYE	PUBLIC INVOLVEMENT COORDINATOR	B.S.		18	$29.44	$29.44	NTP
MILLER, JANA	CONTRACT SUPPORT SPECIALIST	ASSOCIATE OF SCIENCE		24	$26.75	$26.75	NTP
HITEHEAD, LOGAN	ENGINEER INTERN			296	$24.04	$24.04	NTP
RTIN, JOHN	GIS SPECIALIST	B.S.		124	$23.08	$23.08	NTP
			Total Hours for H W LOCHNER, INC.:	1,065			

Attachment D 25 of 35

UDOT Cost Proposal

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ALBURY, ELISA	SENIOR PLANNER	244	$42.00	$10,248.00
BYRNE, BRIAN	SENIOR STRUCTURAL ENGINEER	60	$65.57	$3,934.20
CAMPAGNA, RICK	SR CONSTRUCTION MANAGER	8	$48.08	$384.64
JENSEN, BRETT	PROJECT ENGINEER	20	$48.09	$961.80
MARKHAM, LORETTA	ENVIRONMENTAL PROJECT MANAGER	32	$61.50	$1,968.00
MARTIN, JOHN	GIS SPECIALIST	124	$23.08	$2,861.92
MILLER, JANA	CONTRACT SUPPORT SPECIALIST	24	$26.75	$642.00
PHILLIPS, JASON	PROJECT MANAGER	53	$68.34	$3,622.02
SOMMERS, CARLYE	PUBLIC INVOLVEMENT COORDINATOR	18	$29.44	$529.92
TOMTEN, BLAIR	DESIGN ENGINEER	22	$30.75	$676.50
WHITEHEAD, LOGAN	ENGINEER INTERN	296	$24.04	$7,115.84
WILLIAMS, NICOLE	DESIGN ENGINEER	164	$38.02	$6,235.28
	Total Hours:	1,065		
	Total Direct Labor:			$39,180.12
	Overhead:		175.78%	$68,870.82
	Total Direct Labor plus Overhead:			$108,050.94
	Fixed Fee:		11.00%	$11,885.60
	Burdened Labor Cost:			$119,936.54

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
MILEAGE - PERSONAL VEHICLE	MILE	500.0	$.575	$287.50
11 X 17 BW COPIES	EACH	1,000.0	$.100	$100.00
11 X 17 COLOR COPIES	EACH	500.0	$.500	$250.00
8.5 X 11 BW COPIES	EACH	2,000.0	$.050	$100.00
8.5 X 11 COLOR COPIES	EACH	1,000.0	$.250	$250.00
PLOTS	LINEARFOOT	100.0	$1.250	$125.00
PHONE	MONTH	8.0	$50.000	$400.00
			Total Other Direct Charges:	$1,512.50
			Total Cost for H W LOCHNER, INC.:	**$121,449.04**

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	1V1	1R1	1V2	2E1	2R1	2V1	3E1	3R1	3R3	3U4	3V1	4R1	4R3	4V1	5Z1	
PHILLIPS, JASON	4	2	2	0	4	2	0	9	0	2	4	6	0	0	18	
BYRNE, BRIAN	0	0	0	0	20	0	0	40	0	0	0	0	0	0	0	
MARKHAM, LORETTA	0	0	0	8	0	0	24	0	0	0	0	0	0	0	0	
JENSEN, BRETT	0	0	0	0	0	0	0	0	16	0	0	0	4	0	0	
CAMPAGNA, RICK	0	0	0	0	0	0	0	0	0	0	4	0	0	4	0	
ALBURY, ELISA	4	0	4	98	0	0	122	0	0	0	0	0	0	0	16	
WILLIAMS, NICOLE	4	18	4	0	14	0	4	24	4	9	4	30	1	4	20	
TOMTEN, BLAIR	0	0	0	0	2	0	0	4	2	2	0	6	2	0	0	
SOMMERS, CARLYE	0	0	0	2	0	0	16	0	0	0	0	0	0	0	0	
MILLER, JANA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	
WHITEHEAD, LOGAN	0	16	0	0	40	0	0	114	0	6	4	76	16	4	4	
MARTIN, JOHN	0	0	0	52	0	0	72	0	0	0	0	0	0	0	0	

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	5Z2															Total
PHILLIPS, JASON	0															53
BYRNE, BRIAN	0															60
MARKHAM, LORETTA	0															32
JENSEN, BRETT	0															20
CAMPAGNA, RICK	0															8
ALBURY, ELISA	0															244
WILLIAMS, NICOLE	24															164
TOMTEN, BLAIR	4															22
SOMMERS, CARLYE	0															18
MILLER, JANA	0															24
WHITEHEAD, LOGAN	16															296
MARTIN, JOHN	0															124

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

	1V1	1R1	1V2	2E1	2R1	2V1	3E1	3R1	3R3	3U4	3V1	4R1	4R3	4V1	5Z1	
Firm Activity Totals:	12	36	10	160	80	2	238	191	22	19	16	118	23	12	82	
	5Z2															**Total**
Firm Activity Totals:	44															1,065

UDOT Work Plan

Contract Number:	NEW	Mod:			
Project Number:	F-LC35(248)	PIN:	12225	UDOT Primary Contact:	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Activity: 3U3

3U3 Identify Utility Depth (SUE Level A)

Locating

For the purpose of this section Locating shall mean the process of exposing and recording the vertical and horizontal location of a utility by excavating a test hole using vacuum extraction or comparable nondestructive equipment. Cardno shall:

Obtain all necessary permits from city, county, state, and other municipalities, including private property owners, for the purpose of locating the existing underground utilities as required.

Comply with any and all laws, regulations or requirements for notification prior to any excavation.

Provide all maintenance and control of traffic to perform work. This includes obtaining an encroachment permit from the permits officer and complying with all requirements imposed by said permit prior to initiating any field surveys. All traffic control plans must conform to the Manual on Uniform traffic Control Devices.

Coordinate with utility companies and utility inspector as required.

Neatly cut and remove existing paving, if required, with the cut areas not to exceed 144 square inches. Excavate test hole in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings of the utility facility.

Where applicable, provide permanent restoration of pavement within the limits of the original cut at time of backfill. Such restoration and backfill procedures shall comply with the standards of the governmental authority that issued the applicable excavation permit. Whenever test holes are excavated outside of roadway pavement, these disturbed areas shall be restored, as nearly as possible, to the condition that existed prior to excavation.

Furnish, install and color code a permanent above ground marker (i.e. P.K. nail, steel pin or hub) directly above the centerline of the structure and record the elevation of the marker.

Provide a summary of the test holes horizontal and vertical location as well as the individual detailed information of each hole.

Provide the following test hole information:

i. Test hole reference number.

ii. Description of utility and utility owner.

iii. Elevation of top and bottom of utility tied to the datum of UDOT.

iv. Elevation of existing grade over the utility at the test hole referenced to the project datum.

v. Horizontal location using centerline station and offset as well as the x y coordinates.

vi. Identify the freeway, highway, route or city street on which the test hole is located.

vii. Outside diameter of pipe or width of duct banks and configuration of non-encased, multi-conduit systems.

viii. Identification of utility structure material composition, when possible.

ix. Identification of benchmarks used to determine elevations.

x. Pavement thickness and type and depth of water (if encountered), as requested.

xi. General soil type and site condition, as requested and record any obvious soil contamination.

xii. Elevation data shall be accurate to within 0.05′ +/- and horizontal accuracy shall be within 0.5′ +/-, based on benchmarks shown by consultant.

Coordinate with surveyor. SUE depiction shall follow UDOT CADD standards. Provide all locating information to UDOT according to agreed upon schedule. Upload mapping certification to Projectwise.

UDOT Staffing Plan

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:	4100 S; 4000 W, 2700 W & 1300 W Signal Imps				

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
RITCHIE, ELISHA	DIRECTOR			6	$50.68	$50.68	NTP
BOWDICH, BRET	SUE MANAGER			8	$28.16	$28.16	NTP
			Total Hours for CARDNO, INC:	14			

UDOT Cost Proposal

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Labor Costs

Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BOWDICH, BRET	SUE MANAGER	8	$28.16	$225.28
RITCHIE, ELISHA	DIRECTOR	6	$50.68	$304.08
	Total Hours:	14		
	Total Direct Labor:			$529.36
	Overhead:		170.23%	$901.13
	Total Direct Labor plus Overhead:			$1,430.49
	Fixed Fee:		11.00%	$157.35
	Burdened Labor Cost:			$1,587.84

Other Direct Charges

ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
ASPHALT HOT PATCH	UNIT	22.0	$115.000	$2,530.00
FLOWABLE FILL	TRIP	7.0	$300.000	$2,100.00
MAINTENANCE OF TRAFFIC	SETUP	1,750.0	$1.000	$1,750.00
TEST HOLES PER FOOT->6.99'	UNIT	15.0	$70.000	$1,050.00
TEST HOLES-ASPHALT/CON <6.99'	TEST HOLE	22.0	$480.000	$10,560.00
TEST HOLES-NAT GROUND <6.99'	TEST HOLE	8.0	$430.000	$3,440.00
VAC TRUCK-PER HR/FLOWFILL	UNIT	4.0	$285.000	$1,140.00
			Total Other Direct Charges:	$22,570.00
			Total Cost for CARDNO, INC:	**$24,157.84**

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

Employee Name	3U3															Total
RITCHIE, ELISHA	6															6
BOWDICH, BRET	8															8

UDOT Hours Derivation

Contract Number:	NEW	**Mod:**			
Project Number:	F-LC35(248)	**PIN:**	12225	**UDOT Primary Contact:**	Oanh Amber Le-Spradlin
PIN Description:					

	3U3															Total
Firm Activity Totals:	14															14

Insurance

As stated in Attachment B - Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	$1,000,000	$0	N
EXCESS/UMBRELLA LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	$4,000,000	$4,000,000	N
GENERAL LIABILITY	N	10/30/2015	LIBERTY MUTUAL INSURANCE	BZS56395528	$1,000,000	$20,000,000	Y
HEALTH INSURANCE HB 331-2009	N	7/31/2015	SELECT HEALTH	XXXX	$0	$0	N
PROFESSIONAL LIABILITY	N	10/18/2015	CONTINENTAL CASUALTY CO	MCH288313582	$2,000,000	$2,000,000	N
WORKERS COMPENSATION	N	2/13/2016	WORKERS COMPSENSATION FUND	2977678	$1,000,000	$0	N

Item: _____
Fiscal Impact: None
Funding Source: None
Account #: None

Budget Opening Required: No

ISSUE:

Renewing the Cooperation Agreement with Best Friends Animal Society Utah.

SYNOPSIS:

Best Friends Animal Society Utah brings expertise, additional resources, and community programing that will assist the Shelter in maintaining its status as a No Kill Shelter.

BACKGROUND:

Several years ago the West Valley City Council instructed Staff to explore ways to make the Animal Shelter a No Kill Shelter. At that time our research identified No More Homeless Pets, now known as Best Friends Animal Society Utah, as an organization that could provide the expertise, additional resources, and community programing to make that goal a reality. Our alliance with Best Friends Animal Society Utah has enabled us to achieve and maintain the No Kill status.

Because of our contractual relationship with Taylorsville City, West Valley City, as established in our current budget, pays Best Friends Animal Society Utah $45,000 annually. Taylorsville City reimburses West Valley City $15,000 over the course of our annual contract.

RECOMMENDATION:

Renew the current Cooperation Agreement with Best Friends Animal Society Utah.

SUBMITTED BY:

Layne Morris

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH BEST FRIENDS ANIMAL SOCIETY TO ASSIST IN IMPROVING ANIMAL SERVICES IN WEST VALLEY CITY.

WHEREAS, Best Friends Animal Society ("Best Friends") is a nonprofit corporation which owns and manages an animal sanctuary in Kanab, Utah, and is engaged in a wide range of activities oriented around the concept of creating a world of No More Homeless Pets®; and

WHEREAS, West Valley City (the "City") is working on collaborative solutions to end pet overpopulation and stop the euthanasia of dogs and cats in West Valley City, Taylorsville City and surrounding areas; and

WHEREAS, the City desires to promote the adoption of homeless pets and to initiate and support effective spay and neuter projects in an effort to maintain the City's shelter as a "no-kill shelter"; and

WHEREAS, Best Friends and the City desire to cooperate on certain animal welfare projects located within West Valley City and Taylorsville City; and

WHEREAS, an Agreement has been prepared for execution by and between the City and Best Friends, entitled, "Agreement Between Best Friends Animal Society and West Valley City", which sets forth the rights, duties, and obligations of each of the parties thereto; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of West Valley City, Utah, that the Agreement entitled, "Cooperation Agreement Between West Valley City's Animal Service Division and Best Friends Animal Society" is hereby approved and the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City, subject to approval of the final form of the document by the City Manager and the City Attorney's Office.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

COOPERATION AGREEMENT
BETWEEN
WEST VALLEY CITY'S ANIMAL SERVICE DIVISION and BEST FRIENDS ANIMAL SOCIETY

THIS AGREEMENT is made this _____ day of _____, 20____, by and between West Valley City, a Utah municipal corporation (hereinafter the "City") and Best Friends Animal Society, a Utah non-profit corporation (hereinafter "Best Friends");

RECITALS:

WHEREAS, Best Friends owns and manages an animal sanctuary in Kanab, Utah, and engages in a variety of non-lethal programming intended to address management issues associated with domestic animals, and which objectives are facilitated by Best Friends Animal Society-Utah, a program of Best Friends administered out of Best Friends' office in Salt Lake City, Utah;

WHEREAS, the City's Animal Services Division shares Best Friends' mission of ensuring solutions for domestic animal related issues, which encourage responsible attitudes and allow citizens and domestic animals to co-exist in a safe environment within West Valley City and Taylorsville City;

WHEREAS, the City and Best Friends are working to further their mutual goal of sustaining the City's animal shelter ("Shelter") as a "no-kill" shelter, which is a shelter with a ninety percent or higher "save rate";

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

1. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue through June 30, 2019. Any monetary obligation of the Parties pursuant to this Agreement and all addenda, and all other obligations of the parties set forth herein, will automatically terminate on June 30, 2019, unless renewed pursuant to a further written agreement of the parties.

2. **Intent to Cooperate.** As set forth herein, the City and Best Friends intend to cooperate to develop programs that will increase public awareness of animal welfare concerns, the need for broad spay and neuter efforts, and the benefits of expanding adoption and rescue programs. The City and Best Friends will work together to identify agreed-upon joint projects, activities, programs, and work plans for the promotion of animal welfare in the City and the sustainment of the City as a "no-kill" shelter (collectively "Programs"). Any specific Programs or obligations, including any and all monetary obligations, not explicitly set forth herein are contingent upon additional written agreements executed by both parties, which shall be made part of and incorporated as addenda to, this Agreement.

3. **Publicity and Co-Branding.** Best Friends and the City shall maintain individual rights to publicize Programs in which Best Friends and the City are cooperating. All marketing, promotion and publicity of the Programs shall be coordinated jointly by Best Friends and the City. Both parties agree to facilitate each other's promotion of Programs. Said promotion may take place through either Best Friends' or the City's website, newsletters, electronic news distributions, press releases, or other media outlets. The City grants to Best Friends the right to photograph, video, and audio record events related to any joint Programs. Best Friends shall be permitted to use these photographs and video/audio recordings for publicity purposes. Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

4. **No Joint Venture.** This Agreement does not create a joint venture between the City and Best Friends and both parties shall retain all liability for their respective acts, whether performed under this Agreement or otherwise.

5. **Statistics and Reporting.** The parties shall agree upon specific data sharing and record-keeping requirements as may be reasonably necessary to assess the success of the Program as part of any Program addenda executed and incorporated into this Agreement pursuant to paragraph 2, above. City acknowledges and agrees that Best Friends shall have no obligation to gather or disclose information in response to requests for information received by City under the Utah Government Records Access and Management Act ("GRAMA"); similarly, Best Friends acknowledges that City may, after compliance with the procedural requirements of GRAMA, disclose records in its possession that were created by, or originated with Best Friends, and which were provided by Best Friends to the City pursuant to this Agreement.

6. **Indemnification & Hold Harmless.** Subject to those limits set forth in the Utah Governmental Immunity Act, Utah Code Annotated, Section 63G-7-101, et. Seq. (the "Act") and any other applicable legal or statutory limits, the City, for itself, its officers and employees, agrees to indemnify, defend, and hold harmless Best Friends for and against any and all claims, suits and judgments for bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation resulting from the acts or omissions of the City, its officers, agents, employees, representatives, successors and assigns related to the performance of this Agreement. Best Friends for itself, its directors, officers, agrees to indemnify, defend, and hold harmless the City for and against any and all claims, suits and judgments for bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation resulting from the acts or omissions of Best Friends, its directors, board members, officers, agents, employees, representatives, successors and assigns related to the performance of this Agreement. Notwithstanding the foregoing, Best Friends' obligations pursuant to this paragraph shall not extend to claims, demands, lawsuits or actions of any kind for injury to or death of persons arising after the completion of an adoption and the transfer of ownership to the adopter. For avoidance of doubt, this indemnification obligation does not apply to, and the City retains all liability associated with and as provided by the Act, claims arising from or related to the selection of the animals for adoption including the initial determination that the animal is suitable for adoption. In no case shall Best Friends be liable for, or responsible for the indemnification of third party claims relating to the adoption of Shelter animals.

7. **Termination.** Either party may terminate this Agreement upon sixty days' written notice, with or without cause. In such case, neither party shall have continuing obligations under this

Agreement. The parties shall conduct a final accounting of all services performed prior to termination and the Parties shall agree to any final settlement of financial differences with regard to excess advances or expenditures.

8. **Representatives.** The City hereby appoints Layne Morris as the City's representative to assist in the administrative management of this Agreement. Best Friends hereby appoints Arlyn Bradshaw as Best Friends' representative to assist in the administrative management of this Agreement.

9. **Independent Contractor.** It is understood and agreed that Best Friends is an independent contractor, and that the officers and employees of Best Friends shall not be employees, officers, or agents of the City; nor shall they represent themselves to be City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees. Both Best Friends and the City retain sole control over the terms of employment of their respective employees.

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

11. **Subcontract Assignment.** This Agreement does not create any right or benefit to anyone other than City and Best Friends, and neither party shall assign any rights or interest herein without prior written consent of the other party.

12. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.

15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.

16. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.

17. **Venue.** Any causes of action arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.

18. **Other.** This document, together with any amendments or addenda hereto, constitutes the entire agreement between the parties relating to the relationship between the parties and any joint programs that are or may at any time be developed. It supersedes any other verbal or written statements, representations, or promises regarding the relationship. Any other separate contractual agreements between the parties shall be individually terminated and

brought under this agreement as addenda. This agreement may be signed in counterparts. Any modifications, amendments or addenda to this Agreement must be in writing and signed by both Parties.

19. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Best Friends:	Best Friends Animal Society Attn: Arlyn Bradshaw 2005 South 1100 East Salt Lake City, UT 84120
With a copy to:	Joan M. Andrews FabianClendenin 215 S. State St., Ste 1200 Salt Lake City, UT 84111
If to the City:	West Valley City Attn: Layne Morris 3600 Constitution Blvd. West Valley City, Utah 84119
With a copy to:	West Valley City Attorney Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

WEST VALLEY CITY

_____
Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By:

Date:

BEST FRIENDS ANIMAL SOCIETY

By: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of **BEST FRIENDS ANIMAL SOCIETY**, a nonprofit corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

_____
Notary Public

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Quit Claim Deed from Orange Panda Properties, LLC, a Utah limited liability company.

SYNOPSIS:

Orange Panda Properties, LLC has signed a Quit Claim Deed for the northerly 8.50 feet of its property located 3606 South 3270 West (15-20-477-006).

BACKGROUND:

The Orange Panda Properties, LLC property is one of eight properties which will be affected and benefitted by construction of the 2600 South Ditch Piping Project. The City initially requested a Storm Drain Easement and Grant of Temporary Construction Easement from the property owner for construction of the project. The owner was unwilling to grant any easements on the property, but was willing to deed a portion of its property to the City to allow construction of the project. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Quit Claim Deed. Authorize the City Recorder to record Quit Claim Deed for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A QUIT CLAIM DEED FROM ORANGE PANDA PROPERTIES, LCC, FOR A PORTION OF PROPERTY LOCATED AT 3606 SOUTH 3270 WEST (PARCEL 15-20-477-006).

WHEREAS, Orange Panda Properties, LLC, ("Orange Panda") own a portion of property located at 3606 South 3270 West (the "Property"); and

WHEREAS, the Property will be affected and benefitted by construction of the 2600 South Ditch Piping Project (the "Project"); and

WHEREAS, Orange Panda has executed a Quit Claim Deed conveying the northerly 8.50 feet of the Property to the City to allow construction on 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 accept said Quit Claim Deed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City that the Mayor is hereby authorized to accept and the City Recorder is authorized to record said Quit Claim Deed for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Space above for County Recorder's use

PARCEL I.D. **Portion of 15-20-477-006**

QUIT-CLAIM DEED

Orange Panda Properties, LLC, a Utah limited liability company of **2606 South 3270 West, Suite A, West Valley City, Utah 84119**, GRANTOR, hereby Quit Claims to West Valley City, a municipal corporation of the State of Utah, located at 3600 Constitution Blvd., West Valley City, Utah 84119, GRANTEE, for the sum of $10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a parcel of land in fee, in West Valley City, Salt Lake County, State of Utah. The boundaries of said parcel of land conveyed by this Quit-Claim Deed are described as follows:

> A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:
>
> Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.5 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 287.599 feet South 89°53'47" West to the northeast corner of Grantor's property, being the POINT OF BEGINNING; thence South 89°53'47" West 262.599 feet to the northwest corner of Grantor's property; thence South 00°02'38" East 8.50 feet along the westerly boundary of Grantor's property; thence North 89°53'47 East 262.599 feet to the easterly boundary of Grantor's property; thence North 00°02'38" West 8.50 feet to the POINT OF BEGINNING. Containing 2,232 square feet, more or less.

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

WITNESSED the hand of said GRANTOR this 4 day of Feb, 20 15.

GRANTOR
Orange Panda Properties, LLC,
a Utah limited liability company

K. Justin Vigh, Managing Member

State of Utah)
:ss
County of Salt Lake)

On this 4TH day of FEBRUARY, 20 15, personally appeared before me **K. Justin Vigh**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **Orange Panda Properties, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 606481
Commission Expires
FEBRUARY 28, 2015
STATE OF UTAH

Notary Public

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Grant of Temporary Construction Easement from KH Mountain Investments, LLC, a Utah limited liability company.

SYNOPSIS:

KH Mountain Investments, LLC, a Utah limited liability company has signed a Grant of Temporary Construction Easement across its property located at 2594 South 3270 West (15-20-477-011).

BACKGROUND:

In August 2014 KH Mountain Investments, LLC signed a Storm Drain Storm Drain Easement and a Grant of Temporary Construction Easement for the 2600 South Ditch Piping Project. The project was delayed until the 2015 construction season. As the original Grant of Temporary Construction Easement expired December 31, 2014, a new Grant of Temporary Construction was required. The KH Mountain Investments, LLC property is one of eight properties which will be affected and benefitted by construction of the project. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Grant of Temporary Construction Easement. Authorize the City Recorder to record the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM KH MOUNTAIN INVESTMENTS, LLC, FOR PROPERTY LOCATED AT 2594 SOUTH 3270 WEST (PARCEL 15-20-477-011).

WHEREAS, KH Mountain Investments, LLC, (herein "KH Mountain") owns property located at 2594 South 3270 West (herein "the Property"); and

WHEREAS, the Property is affected and benefitted by the construction of the 2600 South Ditch Piping Project (the "Project"); and

WHEREAS, KH Mountain has executed a Grant of Temporary Construction Easement to facilitate construction of 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 accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: **15-20-477-011**

WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **KH Mountain Investments, L.L.C., a Utah limited liability company** of **2630 South 3270 West, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTOR'S land located at **2594 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:
>
> Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.50 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 25.00 feet South 89°53'47" West to the northeast corner of Grantor's property; thence 5.00 feet South 00°02'38" East along the west line of 3270 West Street to the POINT OF BEGINNING; thence South 00°02'38" East 10.00 feet along said west line; thence South 89°53'47" West 196.85 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 10.00 feet along said westerly boundary; thence North 89°53'47" East 196.85 feet to the POINT OF BEGINNING. Containing 1,968 square feet.

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

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 9TH day of FEBRUARY, 2015.

GRANTOR
KH Mountain Investment, L.L.C.,
a Utah limited liability company

_____
Jason Hilton, Managing Member

State of Utah)
:ss
County of Salt Lake)

On this 9TH day of FEBRUARY, 2015, personally appeared before me **Jason Hilton**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **KH Mountain Investment, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 606481
Commission Expires
FEBRUARY 28, 2015
STATE OF UTAH

_____
Notary Public

2555 S
Cuban Cigar Co., Inc.
Cuban Cigar, Inc.
Banes Investment Company, L.P.
John G. Dillon & Lisa D. Dillon
MLB Property Management, LLC
Orange Panda Properties, LLC
Butler Lot Holding, LC
Red Mountain Investment, L.L.C.
DGELAND DR
3390 W
3200 W
ELAND PARK DR
2650 S
backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Grant of Temporary Construction Easement from Cuban Cigar Co., Inc.

SYNOPSIS:

Cuban Cigar Co., Inc. has signed a Grant of Temporary Construction Easement across its property located 3379 West 2555 South West (15-20-476-005).

BACKGROUND:

In July 2014 Cuban Cigar Co., Inc. sign a Storm Drain Storm Drain Easement and a Grant of Temporary Construction Easement for the 2600 South Ditch Piping Project. The project was delayed until the 2015 construction season. As the original Grant of Temporary Construction Easement expired December 31, 2014, a new Grant of Temporary Construction was required. The Cuban Cigar Co., Inc. property is one of eight properties which will be affected and benefitted by construction of the project. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Grant of Temporary Construction Easement. Authorize the City Recorder to record said Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM CUBAN CIGAR CO., INC. FOR PROPERTY LOCATED AT 3379 WEST 2555 SOUTH (PARCEL 15-20-476-005).

WHEREAS, Cuban Cigar Co., Inc. (herein "Cuban Cigar") owns property located at 3379 West 2555 South (herein "the Property"); and

WHEREAS, the Property is affected and benefitted by the construction of the 2600 South Ditch Piping Project (the "Project"); and

WHEREAS, Cuban Cigar has executed a Grant of Temporary Construction Easement to facilitate construction of 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 accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: **15-20-476-005**

WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **Cuban Cigar Co., Inc., a Utah corporation** of **3379 West 2555 South, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah, GRANTEE, its successors and assigns, a temporary construction easements on, over, across and through GRANTOR'S land located at **3379 West 2555 South**, for construction and replacement of improvements, said easement being described as follows:

> The Northerly 20.00 feet of the Southerly 30.00 feet of Lot 9 of Wedelco Industrial Subdivision, according to the official plat thereof recorded in Book 84-2 at page 9 in the office of the Salt Lake County Recorder, located in the East Half of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Containing 3,598 square feet, more or less.

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

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 5TH day of FEBRUARY, 2015.

GRANTOR
Cuban Cigar Co., Inc., a Utah corporation

Mark Safran

Mark Safran, President

State of UTAH)
:ss
County of SALT LAKE)

On this 5TH day of FEBRUARY, 2015, personally appeared before me **Mark Safran**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **President** of **Cuban Cigar Co., Inc., a Utah corporation**, and the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 606481
Commission Expires
FEBRUARY 28, 2015
STATE OF UTAH

Notary Public

2555 S
Cuban Cigar Co., Inc.
Cuban Cigar, Inc.
Banes Investment Company, L.P.
John G. Dillon & Lisa D. Dillon
MLB Property Management, LLC
Orange Panda Properties, LLC
Butler Lot Holding, LC
Red Mountain Investment, L.L.C.
DGELAND DR
3390 W
3200 W
ELAND PARK DR
2650 S
backcountry.com

Item #:	
Fiscal Impact:	None
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Grant of Temporary Construction Easement from Cuban Cigar, Inc.

SYNOPSIS:

Cuban Cigar, Inc. has signed a Grant of Temporary Construction Easement across its property located 3349 West 2555 South West (15-20-476-006).

BACKGROUND:

In July 2014 Cuban Cigar, Inc. sign a Storm Drain Storm Drain Easement and a Grant of Temporary Construction Easement for the 2600 South Ditch Piping Project. The project was delayed until the 2015 construction season. As the original Grant of Temporary Construction Easement expired December 31, 2014, a new Grant of Temporary Construction was required. The Cuban Cigar, Inc. property is one of eight properties which will be affected and benefitted by construction of the project. This project will pipe an existing open storm water ditch located on the west side of 3200 West at approximately 2600 South. The open ditch runs west from 3270 West approximately 600 feet to a storm drain clean out box. The ditch runs along the rear property lines of properties located on either side of the ditch. This ditch is the last open section of the storm drain system which handles storm water from properties located between 3200 West and 3600 West, and between Parkway Boulevard and the SR-201 South Frontage Road.

RECOMMENDATION:

Approve and accept Grant of Temporary Construction Easement. Authorize the City Recorder to record the Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

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

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM CUBAN CIGAR, INC. FOR PROPERTY LOCATED AT 3349 WEST 2555 SOUTH (PARCEL 15-20-476-006).

WHEREAS, Cuban Cigar, Inc. (herein "Cuban Cigar") owns property located at 3349 West 2555 South (herein "the Property"); and

WHEREAS, the Property is affected and benefitted by the construction of the 2600 South Ditch Piping Project (herein "Project"); and

WHEREAS, Cuban Cigar has executed a Grant of Temporary Construction Easement to facilitate construction of 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 accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

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

Space above for County Recorder's use

PARCEL ID NO: **15-20-477-011**

WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For valuable consideration, receipt whereof is hereby acknowledged, **KH Mountain Investments, L.L.C., a Utah limited liability company** of **2630 South 3270 West, West Valley City, Utah 84119**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, under, across and through GRANTOR'S land located at **2594 South 3270 West**, for construction and replacement of improvements, said easement being described as follows:

> A tract of land located in the Southeast Quarter of Section 20, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:
>
> Commencing at a found monument located at the East Quarter Corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence 1340.50 feet South 00°04'25" East along the section line; thence 450.00 feet South 89°44'20" West; thence 320.06 feet South 00°02'38" East; thence 25.00 feet South 89°53'47" West to the northeast corner of Grantor's property; thence 5.00 feet South 00°02'38" East along the west line of 3270 West Street to the POINT OF BEGINNING; thence South 00°02'38" East 10.00 feet along said west line; thence South 89°53'47" West 196.85 feet to the westerly boundary of Grantor's property; thence North 00°02'38" West 10.00 feet along said westerly boundary; thence North 89°53'47" East 196.85 feet to the POINT OF BEGINNING. Containing 1,968 square feet.

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

This easement shall automatically terminate **December 31, 2015**, unless otherwise extended in writing by the GRANTOR.

WITNESSED the hand of said GRANTOR this 9TH day of FEBRUARY, 2015.

GRANTOR
KH Mountain Investment, L.L.C.,
a Utah limited liability company

_____
Jason Hilton, Managing Member

State of Utah)
:ss
County of Salt Lake)

On this 9TH day of FEBRUARY, 2015, personally appeared before me **Jason Hilton**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Managing Member** of **KH Mountain Investment, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 606481
Commission Expires
FEBRUARY 28, 2015
STATE OF UTAH

_____
Notary Public

2555 S
Cuban Cigar Co., Inc.
Cuban Cigar, Inc.
Banes Investment Company, L.P.
John G. Dillon & Lisa D. Dillon
MLB Property Management, LLC
Orange Panda Properties, LLC
Butler Lot Holding, LC
Red Mountain Investment, L.L.C.
DGELAND DR
3390 W
3200 W
ELAND PARK DR
2650 S
backcountry.com

Item:
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

Member: Latai Tupou
Board: Planning Commission

SYNOPSIS:

Appointment

BACKGROUND:

The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.

Latai Tupou has been recommended for appointment as a member to the Planning Commission. She has been serving as an alternate member of the Planning Commission since March 2014. She will fill the position previously held by Commissioner Phil Conder. Phil Conder's term would have expired on July 1, 2016; therefore, Ms. Tupou's term will run from February 24, 2015 to July 1, 2016.

Ms. Tupou received her Bachelors of Science in Finance from the University of Utah. She currently works as an asset based lending credit and operation manager at Celtic Bank in Salt Lake City. We believe Latai Tupou will be a valuable asset to the City in serving on the Planning Commission.

RECOMMENDATION:

Approval of the Resolution appointing Latai Tupou as a member of the Planning Commission.

SUBMITTED BY:

Nicole Cottle, CED Director
Steve Pastorik, Planning Director/ Asst. CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF LATAI TUPOU TO THE WEST VALLEY PLANNING COMMISSION FOR A TERM FROM FEBRUARY 24, 2015 TO JULY 1, 2016.

WHEREAS, the Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council, and

WHEREAS, Latai Tupou has expressed desire to serve on the Planning Commission; and

WHEREAS, Wayne Pyle, City Manager, has recommended the appointment of Latai Tupou to serve on the Planning Commission as a member for a term from February 24, 2015, to July 1, 2016; and

WHEREAS, such appointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's appointment of Latai Tupou to the Planning Commission for a term from February 24, 2015, to July 1, 2016, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item:
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

New Member: Martell Winters
Board: Planning Commission

SYNOPSIS:

Appointment

BACKGROUND:

The Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council.

Martell Winters has been recommended for appointment as an alternate member to the Planning Commission. He will fill the position previously held by Commissioner Latai Tupou. Ms. Tupou's term would have expired on July 1, 2017; therefore, Mr. Winters' term will run from February 24, 2015 to July 1, 2017.

Mr. Winters has been a resident of West Valley City for 20 years. He currently works as a senior scientist for Nelson Laboratories. We believe he will be a valuable asset to the City in serving on the Planning Commission.

RECOMMENDATION:

Approval of the Resolution appointing Martell Williams as an alternate member of the Planning Commission.

SUBMITTED BY:

Nicole Cottle, CED Director
Steve Pastorik, Planning Director/ Asst. CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE CITY MANAGER'S APPOINTMENT OF MARTELL WINTERS TO THE WEST VALLEY PLANNING COMMISSION AS AN ALTERNATE MEMBER FOR A TERM FROM FEBRUARY 24, 2015 TO JULY 1, 2017.

WHEREAS, the Planning Commission is composed of seven members and one alternate member appointed and reappointed by the City Manager with the advice and consent of the City Council, and

WHEREAS, Martell Williams has expressed desire to serve on the Planning Commission; and

WHEREAS, Wayne Pyle, City Manager, has recommended the appointment of Martell Winters to serve on the Planning Commission as an alternate member for a term from February 24, 2015, to July 1, 2017; and

WHEREAS, such appointment is made with the advice and consent of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Manager's appointment of Martell Winters to the Planning Commission for a term from February 24, 2015, to July 1, 2017, is hereby consented to and ratified by the City Council.

PASSED and **APPROVED** this _____ day of _____, 2015.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER