



WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, April 7, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, 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 04/01/2015, 3:30 p.m.

A G E N D A

1. Call to Order - Chairperson Lang
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. March 3, 2015 (Regular Meeting)
 - B. March 10, 2015 (Special Regular Meeting)
5. Communications
6. Report of Chief Executive Officer
7. Public Hearings:
 - A. Accept Public Input Regarding Re-opening the FY 2014-2015 Budget

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

Action: Consider Resolution No. 15-03, Amending the Budget of West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2014 and Ending June 30, 2015 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

8. Resolutions:
 - A. 15-04: Authorize the use of Redevelopment Agency Funds for Engineering Design Services in Fairbourne Station under West Valley City's Contract with Avenue Consultants
 - B. 15-05: Approve an Agreement with Avenue Consultants, Inc. for Professional Engineering Services for Phase 2 of Fairbourne Station
9. Adjourn

MINUTES OF RDA REGULAR MEETING – MARCH 3, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, MARCH 3, 2015, AT 6:55 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chairperson
Steve Buhler, Vice Chair
Steve Vincent, Board Member
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member

Wayne Pyle, Chief Executive Officer
Sheri McKendrick, Secretary

STAFF PRESENT:

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

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OPENING CEREMONY

The Opening Ceremony was previously conducted by Steve Buhler who stated that many good things were happening in West Valley City. He showed a video regarding being pro-active and prepared to keep peace in our lives and expressed appreciation to those who served to protect our freedoms.

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APPROVAL OF MINUTES OF ANNUAL MEETING HELD FEBRUARY 3, 2015

The Board read and considered Minutes of the Annual Meeting held February 3, 2015. There were no changes, corrections or deletions.

MINUTES OF RDA REGULAR MEETING – MARCH 3, 2015

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After discussion, Mr. Buhler moved to approve the Minutes of the Annual Meeting held February 3, 2015, as written. Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Rushton	Yes
Mr. Bigelow	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, MARCH 3, 2015, WAS ADJOURNED AT 6:56 P.M., BY CHAIRPERSON LANG.

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 Redevelopment Agency held Tuesday, March 3, 2015.

Sheri McKendrick, MMC
Secretary

MINUTES OF RDA SPECIAL REGULAR MEETING – MARCH 10, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL REGULAR SESSION ON TUESDAY, MARCH 10, 2015, AT 8:06 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Steve Vincent, Board Member

Wayne Pyle, Chief Executive Officer
Sheri McKendrick, Secretary

ABSENT:

Steve Buhler, Vice-Chair
Corey Rushton, Board Member

STAFF PRESENT:

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

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OPENING CEREMONY

The Opening Ceremony was previously conducted by Karen Lang who led the Pledge of Allegiance to the Flag.

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BLIGHT HEARING AND PRESENTATION OF EVIDENCE OF THE EXISTENCE OR NONEXISTENCE OF BLIGHT WITHIN THE SOUTH REDWOOD ROAD URBAN RENEWAL SURVEY AREA

Chairperson Lang opened a blight hearing and requested presentation of evidence of the existence or nonexistence of blight within the South Redwood Road Urban Renewal Survey Area.

Chief Executive Officer, Wayne Pyle introduced Jeff Jackson and Mark Nord, CED Department, and Brandon Hill, Law Department. He also introduced Jon Springmeyer, Bonneville Research.

A. OVERVIEW OF SURVEY AREA SELECTION RATIONALE AND DESCRIPTION OF INVOLVED PROPERTY – JEFF JACKSON, ECONOMIC DEVELOPMENT MANAGER

Jeff Jackson, Economic Development Manager, CED Department, addressed the Board and discussed urban renewal and “tools” that could be used for revitalization and redevelopment. He displayed a map of the boundary of the renewal area and discussed reasons for including specific parcels. He pointed out the process allowed for establishing the need for redevelopment. He discussed boundaries of the area and also advised there was no residential and no desire to use eminent domain or condemnation.

Mr. Jackson answered questions from members of the Board.

B. PRESENTATION OF A BLIGHT STUDY AND EVIDENCE SUPPORTING BLIGHT WITHIN THE SURVEY AREA – JON SPRINGMEYER, BONNEVILLE RESEARCH

Jon Springmeyer, Bonneville Research, addressed the Board and advised he had been contracted by West Valley City to assist in creation of the South Redwood Road Urban Renewal Area (URA), and included with that was a blight survey that had been previously provided to the Board and by reference made part of this record.

Mr. Springmeyer advised regarding information and details of the survey, summarized as follows:

- Review of Utah Community Development and Renewal Agencies Act
- Legislative Blight Factors
- “Cause” of Blight
- Details regarding Survey Area
- Blight Survey Findings
- Photo Evidence

- Summary
- Recommendation

Mr. Springmeyer also answered questions from members of the Board during the above presentation of information.

C. **EXAMINATION AND CROSS EXAMINATION OF WITNESSES PROVIDING EVIDENCE OF BLIGHT BY RECORD OWNERS OF PROPERTY LOCATED WITHIN THE SURVEY AREA OR BY THEIR REPRESENTATIVES**

Upon recognition, Joan Willden addressed the Board and requested Mr. Springmeyer explain what possible problems could be created for the landowners regarding the proposal.

Mr. Springmeyer discussed a few potential problems and stated this action was step one in the process and provide an opportunity for the Board to hear from the property owners. He advised blight would not show up on titles nor prevent landowners from improving or doing anything to their properties. He indicated, in fact, it might create some opportunities and tools to help redevelop properties.

Upon further inquiry, Mr. Springmeyer advised no one would be forced to change their property, and in addition, there was no intention or plans to use eminent domain and he would counsel against that use though the law permitted the Board to consider the procedure of eminent domain.

Upon further inquiry, Mr. Springmeyer explained the bar was set high for the use of eminent domain requiring 75% of all property owners in the project area, and representing 60% of the total property valuation, to petition the City to exercise eminent domain on another property in the project area.

Mr. Springmeyer also responded regarding positive effects of eminent domain including that sometimes property owners would ask for a “friendly” threat of condemnation for tax purposes. He indicated eminent domain could also be used to keep both parties focused on an honest negotiation. He advised planning in a redevelopment area was a long-term process.

Cindy (last name no audible) addressed the Board and inquired of Mr. Springmeyer how it had been determined as to which photographs would be used.

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In response, Mr. Springmeyer advised photographs had been taken in the summer and fall of 2014. He indicated he had actually driven by the properties as recently as 4:30 P.M. this day and he had noticed the motorhome on a certain property was no longer there. He advised the overall percentages and results and his recommendation would not change based on the motorhome no longer being abandoned on the property.

Daniel Gill addressed the Board. Mr. Gill inquired where his property had failed and determined to be blighted. He also read from the notice letter received from the City regarding possible use of eminent domain.

Mr. Springmeyer explained eminent domain was a right inherent with a project area and again explained requirements for doing so.

Mr. Gill discussed that blight was the first step toward condemnation. He referenced another of his properties in Fairbourne Station that had a designation of blight on the deed in the county records. He indicated a potential buyer would recognize the property was blighted and that would restrict the ability to negotiate a sale with more than one buyer.

In response, Mr. Springmeyer requested he be provided with a copy of the referenced title report that showed the property blighted as mentioned by Mr. Gill. He further informed that at the present the City had no intention of purchasing properties within the subject area.

Joan Willden addressed the Board and inquired how to opt out.

Mr. Springmeyer responded property owners could make request of the Board to have their property excluded from the proposed project area.

Ms. Willden expressed her agreement with upgrading the area, but expressed opposition of using the threat of eminent domain and questioned if other ways existed to accomplish the project. She inquired if eminent domain had been used in the Granger Crossings project area.

In response, Mr. Springmeyer advised Granger Crossings was an urban renewal area and did have the power of eminent domain for a period of the next four years. He stated to his knowledge the City had not exercised eminent domain nor the threat of eminent domain in that project area, and did not have intention of doing so.

Daniel Gill addressed the Board and stated he heard the City was drawing up paperwork for eminent domain in the subject project area.

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In response, the Chief Executive Officer, Wayne Pyle, advised he would address the issue raised by Mr. Gill later in the hearing process.

Chairperson Lang thanked Mr. Springmeyer for his presentation and answering questions.

D. PRESENTATION OF EVIDENCE AND TESTIMONY CONCERNING EXISTENCE OR NONEXISTENCE OF BLIGHT AND/OR THE DESIRABILITY OF SELECTING A PROJECT AREA AND DRAFTING A PROJECT AREA PLAN, INCLUDING EXPERT TESTIMONY, BY RECORD OWNERS

Chairperson Lang opened the floor to testimony regarding presentation of evidence and testimony concerning existence or nonexistence of blight and/or the desirability of selecting a project area and drafting a project area plan, including expert testimony, by record owners.

Joan Willden addressed the Board and asked for clarification regarding what could be presented in this portion of the hearing.

Brandon Hill, City Attorney's Office, advised this portion of the hearing included presentation of evidence concerning whether there was or was not blight and if it would be appropriate to move forward with the project area. In addition, he explained questions could be asked of the Board and/or staff.

Ms. Willden addressed the Board and inquired if property owners were not satisfied and chose to get together and clean up some of the blight at what percentage point would the renewal area not be considered.

Chief Executive Officer, Wayne Pyle, advised the qualifying percentages were prescribed by law. He stated there were numerous factors that contributed to the blight status of an area and he discussed some examples. He indicated improving an individual property would be helpful, but would not address improvement of the area as a whole. He explained an Urban Renewal Area (URA) afforded advantages, opportunities and help to the property owners and he discussed some examples.

In response to Ms. Willden's expression of fear and lack of trust, the Chief Executive Officer indicated to his knowledge with the many redevelopment areas previously created in West Valley City he did not recall any property having been condemned during that process. He indicated State law set forth the process of creating URA's and part of that process was the requirement of a blight study and hearings to allow testimony of property owners and interested parties. He discussed the set

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process involved in acquiring properties and stated it involved appraisals and negotiations and did not exclude or restrict other potential buyers. He explained he had not seen any situation in which any sort of exclusions or restriction of other buyers occurred. Also in response, he advised a group of property owners could get together and put together an improvement district or other type of development that would be welcomed for the area. He stated by law there was a limited number of seven years that eminent domain could be used in an urban renewal area.

Board member Vincent discussed the creation of a special improvement district by some businesses in a certain area. He indicated after some time the process had not moved fast enough for some of the businesses to see the improvements they wanted in the area. He advised the City then went through the process of creating a redevelopment area and now that area was seeing curb and gutter installed, landscaping, and help for business owners with such things as resurfacing the exterior of buildings.

Chairperson Lang stated properties would not be bought/sold for under market value and she pointed out in some cases there could be a use for eminent domain if someone held up the project with unreasonable demands.

Upon inquiry by Ms. Willden, each of the Board members responded to inquiry regarding the use of eminent domain. Mayor Bigelow expressed desire to hear additional testimony and discussed his hesitation to ever use eminent domain. Board members also expressed concern for the property owners and indicated it would take a “high bar” to ever use eminent domain unless the results benefitted all residents in the City. Members of the Board expressed concern for the subject area and indicated it could be much better thus benefitting all citizens.

Sally Jones addressed the Board. She stated eminent domain had been used in Bluffdale and her grandfather was affected and lost 200 acres that were condemned.

Board member Vincent responded to questions by Ms. Jones regarding options available if a property owner did not desire to sell. He also indicated the property owner could apply for assistance from the Redevelopment Agency for improvement of the property and other “tools” available to the property owner.

In response to inquiry by Ms. Jones, the Chief Executive Officer advised any renewal project had many facets before the project actually worked and the property owner’s interests were always important in that process.

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Carla McQueen addressed the Board and inquired regarding eminent domain and she referenced a Supreme Court decision two years ago. She also questioned the finding of blight and discussed some personal enforcement issues she had experienced in the past regarding signage and weeds.

Daniel Gill addressed the Board and indicated he did not know the proposal was in process and would rather have had the opportunity previously to opt out of the renewal area. He expressed favor of improvement in the area. He stated his property was a church property and asked if non-profit companies could make application for funding.

In response, the Chief Executive Officer, advised all properties, public and private, would be eligible to participate for help and funding in the urban renewal area.

Ken McQueen addressed the Board and expressed need for further explanation regarding tax increment and how that was used. He also discussed apartments in the city, sidewalks and other possible improvements.

Board member Vincent expressed desire to see businesses improved and for the area to be nicer. He also discussed timing and use of tax increment.

Mr. McQueen generally expressed displeasure for the proposal and stated he did not see the reason for the project.

Board member Huynh referenced the Valley Fair Mall and discussed how the use of redevelopment tools had greatly improved that area.

Lowell Brown addressed the Board and requested information regarding when a final decision would be rendered on the URA.

In response to Mr. Brown's inquiry, Brandon Hill, City Attorney's Office, advised that after taking testimony the Board would make a decision as to whether blight existed in the subject designated area. He stated if the Board found blight did exist then a plan would be formulated and brought back to the Board. He stated testimony would also be taken at that time.

Daniel Gill addressed the Board and inquired regarding tax increment and how it could be used.

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Chief Executive Officer, Wayne Pyle, advised RDA tax increment funds could be used both in revolving loans and/or to actually fund improvements.

MaryAnn Rowley addressed the Board. She inquired regarding where the funds came from to fund the improvements.

Mr. Pyle explained how tax increment was generated and that the taxes generated above the base level were invested back into the project area for improvements.

E. PRESENTATION BY OTHER INTERESTED PERSONS CONCERNING THE EXISTENCE OR NONEXISTENCE OF BLIGHT AND/OR THE DESIRABILITY OF SELECTING A PROJECT AREA AND DRAFTING A PROJECT AREA PLAN, INCLUDING EXPERT TESTIMONY, BY OTHER INTERESTED PARTIES AND TAXING ENTITIES

Chairperson Lang invited presentations by other interested persons concerning the existence or nonexistence of blight and/or the desirability of selecting a project area and drafting a project area plan, including expert testimony, by other interested parties and taxing entities.

F. CLOSE PUBLIC HEARING

There being no other interested persons to speak, Chairperson Lang closed the public hearing.

After discussion, Board member Vincent moved to take a brief recess. Board member Bigelow seconded the motion. All members voted in favor and the meeting was recessed at 8:30 P.M.

Chairperson Lang called the meeting back to order at 8:35 P.M.

1786

CONSIDERATION OF THE ISSUE OF BLIGHT WITHIN THE SURVEY AREA AND THE EVIDENCE AND INFORMATION RELATING TO THE EXISTENCE OR NONEXISTENCE OF BLIGHT

Chairman Lang called for discussion of the Board regarding the issue of blight within the survey area and the evidence and information relating to the existence or nonexistence of blight.

Board members, in turn, expressed their individual opinions and observations regarding the issues raised during the hearing.

1787

CONSIDERATION OF THE ADOPTION OF RESOLUTION NO. 15-02 MAKING A FINDING OF BLIGHT, SELECTING A PROJECT AREA,

MINUTES OF RDA SPECIAL REGULAR MEETING – MARCH 10, 2015

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AND AUTHORIZING THE PREPARATION OF A PROJECT AREA PLAN

The Redevelopment Agency Board previously held a blight hearing and heard presentation of evidence of the existence or nonexistence of blight within the South Redwood Road Urban Renewal Survey Area.

After discussion, Mr. Bigelow moved to approve Resolution 15-02, a Resolution of the Board of Directors of the Redevelopment Agency of West Valley City, Utah, Pursuant to Utah Code Annotated Section 17C-2-303, Making a Finding of Blight in the Proposed “South Redwood Road Urban Renewal Survey Area.” Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL REGULAR MEETING OF TUESDAY, MARCH 10, 2015, WAS ADJOURNED AT 8:47 P.M., BY CHAIRPERSON LANG.

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

Sheri McKendrick, MMC
Secretary

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

ISSUE:

Approve a resolution to re-open the fiscal year 2014-2015 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

SYNOPSIS:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City Redevelopment Agency may hold two such public hearings on budget amendments annually: one mid fiscal year, and the second just prior to the end of the fiscal year.

BACKGROUND:

A Public Notice was posted March 19th, 2015 in (the Salt Lake Tribune and the Deseret Morning News) general circulation to the general public. Notice was given that a public hearing is to be held April 7, 2015 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

RECOMMENDATION:

City staff recommends approval of the resolution amending the budget of West Valley City Redevelopment Agency for the fiscal year beginning July 1, 2014 and ending June 30, 2015, to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION AMENDING THE BUDGET OF WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS.

WHEREAS, on June 3, 2014 the West Valley City Redevelopment Agency adopted a resolution approving the Redevelopment Agency budget for the fiscal year beginning July 1, 2014 and ending June 30, 2015, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended; and

WHEREAS, the Treasurer of the West Valley City Redevelopment Agency has prepared and filed with the Secretary proposed amendments to said duly-adopted budget for consideration by the Board of Directors and inspection by the public; and

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

WHEREAS, notice was duly given of a public hearing to be held on April 7, 2015, to consider the proposed amendments; and

WHEREAS, a public hearing to consider the proposed amendments was held on April 7, 2015 in accordance with said notice, at which hearing all interested parties were afforded an opportunity to be heard for or against said proposed amendments; and

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

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

Section 1. The budget amendments attached hereto and made a part of this Resolution are hereby adopted and incorporated into the budget of the Redevelopment Agency of West Valley City for the fiscal year beginning July 1, 2014 and ending June 30, 2015, in accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended.

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

Section 3. The Resolution takes effect upon passage.

PASSED and APPROVED this _____ day of _____, 2015.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

REDEVELOPMENT AGENCY - FUND 22

REVENUE STATEMENT

	Actual 2011-2012	Actual 2012-2013	Adopted 2013-2014	Adopted 2014-2015	October 2014 Openings	April 2015 Openings	
5600 WEST GATEWAY:							
Tax Increment	103,119	95,429	178,500	178,500	0	178,500	2
Total 5600 West Gateway	103,119	95,429	178,500	178,500	0	178,500	
EAST 3500 A:							
Tax Increment	240,512	244,023	249,000	266,025	0	266,025	2
Total East 3500 A	240,512	244,023	249,000	266,025	0	266,025	
NORTH CENTRAL:							
Tax Increment	0	0	108,000	108,000	0	108,000	2
Total North Central	0	0	108,000	108,000	0	108,000	
JORDAN RIVER:							
Tax Increment	237,736	291,025	476,560	476,560	0	476,560	2
Total Jordan River	237,736	291,025	476,560	476,560	0	476,560	
WILLOW WOOD:							
Tax Increment	394,605	409,524	507,500	518,250	0	518,250	2
Total Willow Wood	394,605	409,524	507,500	518,250	0	518,250	
REDWOOD:							
Tax Increment	1,187,846	1,309,520	1,750,000	1,750,000	0	1,750,000	2
Total Redwood	1,187,846	1,309,520	1,750,000	1,750,000	0	1,750,000	
HERCULES HILL A:							
Tax Increment	2,364,906	2,057,177	2,901,500	2,901,500	0	2,901,500	2
Total Hercules Hill A	2,364,906	2,057,177	2,901,500	2,901,500	0	2,901,500	
HERCULES HILL B:							
Tax Increment	885,891	929,307	1,167,500	1,214,250	0	1,214,250	2
Total Hercules Hill B	885,891	929,307	1,167,500	1,214,250	0	1,214,250	
MARKET STREET:							
Tax Increment	142,803	153,802	187,500	187,500	0	187,500	2
Total Market Street	142,803	153,802	187,500	187,500	0	187,500	
DECKER LAKE:							
Tax Increment	1,290,680	1,421,112	2,200,000	2,314,350	0	2,314,350	2
Total Decker Lake	1,290,680	1,421,112	2,200,000	2,314,350	0	2,314,350	
MULTI-PURPOSE EVENT CENTER:							
Decker Lake SARR (AI)	0	0	0	0	0	0	
Market Street SARR (AI)	0	0	0	0	0	0	
Redwood SARR (AI)	0	0	0	0	0	0	
Willowwood SARR (AI)	0	0	0	0	0	0	
Hercules A SARR (AI)	0	0	0	0	0	0	
Hercules B SARR (AI)	0	0	0	0	0	0	
Total MP Event Ctr.	0	0	0	0	0	0	
GRANGER CROSSING:							
Tax Increment	0	0	60,000	25,000	0	25,000	2
Total Granger Crossing	0	0	60,000	25,000	0	25,000	

**REDEVELOPMENT AGENCY - FUND 22
REVENUE STATEMENT**

	Actual 2011-2012	Actual 2012-2013	Adopted 2013-2014	Adopted 2014-2015	October 2014 Openings	April 2015 Openings	
SOUTHWEST:							
Tax Increment	927,224	1,222,234	1,530,000	1,530,000	0	1,530,000	2
Total Southwest	927,224	1,222,234	1,530,000	1,530,000	0	1,530,000	
CITY CENTER:							
Hotel Revenue	0	0	0	4,956,612	4,956,612	4,956,612	
Tax Increment	746,982	903,804	1,077,300	2,409,295	0	2,409,295	2
Total City Center	746,982	903,804	1,077,300	7,365,907	4,956,612	7,365,907	
Rental Income	348,934	1,600,963	106,380	41,760	41,760	41,760	
Sale of Land	1,826,024	0	0	0	0	0	
Other Sources-Bond Proceeds	33,398,000	5,313,000	0	0	0	0	
Interest	150,095	192,556	278,640	80,000	80,000	80,000	
Capitalized Interest	29,554	18,322	2,479,262	2,479,262	2,479,262	2,479,262	
Misc. Rev.	0	36	0	0	0	0	
Subtotal	35,752,607	7,124,877	2,864,282	2,601,022	2,601,022	2,601,022	
Total	44,274,911	16,161,834	15,257,642	21,436,864	7,557,634	21,436,864	
Amount to/from Fund Bal.		0	0	0	0	0	
Grand Total	44,274,911	16,161,834	15,257,642	21,436,864	7,557,634	21,436,864	

REDEVELOPMENT AGENCY - FUND 22

EXPENDITURE STATEMENT

	Actual 2011-2012	Actual 2012-2013	Adopted 2013-2014	Adopted 2014-2015	October 2014 Openings	April 2015 Openings
5600 WEST GATEWAY:						
Project Costs	0	0	178,500	178,500	178,500	178,500
Total 5600 West Gateway	0	0	178,500	178,500	178,500	178,500
EAST 3500 A:						
Tax Increment Pmts.	6,166	6,342	10,000	0	0	0
Project Costs	0	0	239,000	266,025	266,025	266,025
Total East 3500 A	6,166	6,342	249,000	266,025	266,025	266,025
NORTH CENTRAL:						
Project Costs	0	0	108,000	108,000	108,000	108,000
Total North Central	0	0	108,000	108,000	108,000	108,000
JORDAN RIVER:						
Tax Increment Pmts.	33,222	32,839	50,000	40,000	40,000	40,000
Project Costs	6,050	21,801	426,560	436,560	436,560	436,560
Transfer Out for Debt	0	0	0	0	0	0
Total Jordan River	39,272	54,640	476,560	476,560	476,560	476,560
GENERAL:						
Sold Services	(659,499)	(942,886)	(1,313,325)	(927,191)	(927,191)	(927,191)
Payroll Expenses	429,113	458,951	465,247	498,462	498,462	502,680
Business Dev. Contracts	0	0	109,400	0	0	0
Admin./Proj. Costs	464,558	533,935	535,426	428,729	428,729	428,729
Transfers In	0	0	0	0	(13,879,230)	(4,218)
Total General	234,172	50,000	(203,252)	0	(13,879,230)	(0)
WILLOW WOOD:						
Project Costs	0	0	355,250	362,775	362,775	362,775
Tax Increment Pmts.	160,181	0	0	0	0	0
Total Willow Wood	160,181	0	355,250	362,775	362,775	362,775
REDWOOD:						
Project Costs	0	0	0	0	0	0
Total Redwood	0	0	0	0	0	0
HERCULES HILL A:						
General Administration	104,370	0	0	0	0	0
Tax Increment Pmt.	1,106,838	1,361,077	1,400,000	1,100,000	1,100,000	1,100,000
Debt Service	218,000	218,000	218,000	218,000	218,000	218,000
Project Costs	311,988	106,684	258,000	713,050	713,050	713,050
Total Hercules Hill A	1,741,196	1,685,761	1,876,000	2,031,050	2,031,050	2,031,050
HERCULES HILL B:						
Project Costs	556,628	0	523,581	819,336	819,336	819,336
Debt Service - City	5,197	5,197	30,639	30,639	30,639	30,639
Total Hercules Hill B	561,825	5,197	554,220	849,975	849,975	849,975
MARKET STREET:						
Project Costs	0	2,250	62,500	72,500	72,500	72,500
Tax Increment Pmt.	33,533	33,563	50,000	40,000	40,000	40,000
Total Market Street	33,533	35,813	112,500	112,500	112,500	112,500

**REDEVELOPMENT AGENCY - FUND 22
EXPENDITURE STATEMENT**

	Actual 2011-2012	Actual 2012-2013	Adopted 2013-2014	Adopted 2014-2015	October 2014 Openings	April 2015 Openings
DECKER LAKE:						
Tax Increment Pmt.	0	0	0	0	0	0
UCCC Reimbursement	0	0	0	0	0	0
Granite School District SARR	361,390	404,511	400,000	450,000	450,000	450,000
Transfer Out Gen. Fund	0	0	0	0	0	0
Transfer out UCCC bond	0	0	0	0	0	0
Total Decker Lake	361,390	404,511	400,000	450,000	450,000	450,000
MULTI-PURPOSE EVENT CENTER:						
Bond Fees	3,750	3,500	4,000	4,000	4,000	4,000
Debt Service 2005	693,118	690,118	666,000	664,250	664,250	664,250
Tax Increment Pmt.	600,558	0	0	0	0	0
SARR contingency	0	0	1,300,250	1,300,250	1,300,250	1,300,250
Granite School District SARR	0	617,852	650,000	650,000	650,000	650,000
Transfer Out SARR (DS)	1,863,369	1,626,175	2,379,025	2,461,050	2,461,050	2,461,050
Total MP Event Ctr.	3,160,795	2,937,645	4,999,275	5,079,550	5,079,550	5,079,550
GRANGER CROSSING:						
Project Costs	0	(35,000)	60,000	25,000	25,000	25,000
Tax Increment Payment	0	35,000	0	0	0	0
Total Granger Crossing	0	0	60,000	25,000	25,000	25,000
SOUTHWEST						
General Administration	0	0	0	0	0	0
Housing	0	0	0	0	0	0
Project Costs	0	483,527	730,000	730,000	730,000	730,000
Tax Increment Payment	520,790	755,538	800,000	800,000	800,000	800,000
Total Southwest	520,790	1,239,065	1,530,000	1,530,000	1,530,000	1,530,000
CITY CENTER:						
General Administration	1,083,345	12,156	0	0	0	0
Housing	0	230,051	200,450	0	0	0
Housing Rental Expense	409,035	54,621	20,000	0	0	0
Tax Increment Payment	100,000	100,000	100,000	100,000	100,000	100,000
Tax Increment Bond 2008	0	0	0	0	0	0
Tax Increment Bond 2009	579,738	715,738	833,708	832,570	832,570	832,570
Debt Service 2010A & B	699,542	699,448	721,650	699,542	699,542	699,542
VFM 2012	0	158,044	202,519	302,261	302,261	302,261
WVC Credit Tenant Lease	0	2,219,101	2,479,262	2,479,262	2,479,262	2,479,262
Hotel Operating Expenses	0	0	0	4,956,612	4,956,612	4,956,612
Debt Service 2014	0	0	0	300,000	300,000	300,000
Bond Fees	3,968,090	167,699	4,000	4,000	4,000	4,000
Transfer Out	0	425,000	0	0	0	0
Project Costs	18,943,507	23,310,445	0	292,682	292,682	292,682
Bond Defeasance	0	0	0	0	0	0
Total City Center	25,783,257	28,092,303	4,561,589	9,966,929	9,966,929	9,966,929
Grand Total	32,602,577	34,511,277	15,257,642	21,436,864	7,557,634	21,436,864

12/22/14

BUDGET OPENING
JANUARY 2014 - MARCH 2014
REDEVELOPMENT AGENCY
FISCAL YEAR 2014-2015

No.	Description:	To Account:	From Account	Source:	Amount:
1 *	SALARY INCREASE FY 2014-15	22-6071-40110, 40130	22-6071-40920-00000-0000	TRANSFER FROM GENERAL FUND	\$4,217.56
2	REVERSE BO #1 DATED 8-4-14	22-6071-40920-00000-0000	22-0000-31172-31185		-\$13,879,230.00

* Operational transfers no change in overall budget.

Item: _____
Fiscal Impact: \$145,111.30
Funding Source: RDA
Account No: 22-6879-40750-00000-0000
Budget Opening Required: No

Issue:

A resolution authorizing the West Valley City Redevelopment Agency (“RDA”) to fund a Professional Services Agreement with Avenue Consultants for Phase 2 of Fairbourne Station Engineering Design.

Synopsis:

West Valley City approved an agreement with Avenue Consultants for preliminary design and traffic analysis services for Fairbourne Station Phase 2 roadways, and this resolution authorizes the use of RDA funds for this agreement.

Background:

The West Valley City Council approved Resolution No. 14-192 on December 16, 2014, which authorized the execution of a professional services agreement with Avenue Consultants to provide traffic analysis and preliminary engineering services for the next phase of roadways in Fairbourne Station. This resolution authorizes the use of RDA funds to pay for the traffic analysis and preliminary design agreement with Avenue Consultants.

Recommendation:

City staff recommends approval of the resolution.

Submitted By:

Dan Johnson, P.E., City Engineer

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE USE OF REDEVELOPMENT AGENCY FUNDS FOR ENGINEERING DESIGN SERVICES IN FAIRBOURNE STATION UNDER WEST VALLEY CITY'S CONTRACT WITH AVENUE CONSULTANTS.

WHEREAS, on December 16, 2014, West Valley City approved Resolution 14-192 which authorized the execution of a contract with Avenue Consultants for traffic analysis and engineering services for the second phase of roadway development in Fairbourne Station, copies of which are attached hereto and incorporated into this Resolution as Exhibit A; and

WHEREAS, the West Valley City Redevelopment Agency (hereinafter the "RDA") wishes to use RDA funds to pay for these engineering services that are necessary for continued redevelopment of Fairbourne Station; and

WHEREAS, the Board of Directors of the RDA of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the expenditure of RDA funds for engineering services for Fairbourne Station under West Valley City's contract with Avenue Consultants;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the RDA of West Valley City, Utah, that the RDA is hereby authorized to fund engineering services for Fairbourne Station Phase 2 under the contract included herewith as Exhibit A, in an amount not to exceed \$145,112, and that the Chief Executive Officer is hereby authorized to execute, for and in behalf of the RDA, any documents required to facilitate expenditure of RDA funds for this purpose, subject to approval of the final form of the documents by the Chief Executive Officer and the City Attorney's Office.

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

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

EXHIBIT A

WEST VALLEY CITY RESOLUTION 14-192

**WEST VALLEY CITY PROFESSIONAL SERVICES AGREEMENT
FAIRBOURNE STATION—PHASE 2 ENGINEERING DESIGN**

EXHIBIT A

WEST VALLEY CITY RESOLUTION 14-192

**WEST VALLEY CITY PROFESSIONAL SERVICES AGREEMENT
FAIRBOURNE STATION—PHASE 2 ENGINEERING DESIGN**

File # 14-302
Ordin. # _____
Resol. # 14-192
Item # _____
Other _____

WEST VALLEY CITY, UTAH
RESOLUTION NO. 14-192

A RESOLUTION APPROVING AN AGREEMENT WITH AVENUE CONSULTANTS, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 2 OF FAIRBOURNE STATION.

WHEREAS, West Valley City wishes to contract with a professional engineering firm to provide traffic analysis and preliminary design services for Phase 2 of the Fairbourne Station development; and

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

WHEREAS, an agreement has been prepared for execution by and between West Valley City and Avenue, a copy of which is attached hereto and entitled "Professional Services Agreement, Fairbourne Station – Phase 2 Engineering Design" (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 Avenue for professional services;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement with Avenue is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in 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 16th day of December, 2014.

WEST VALLEY CITY

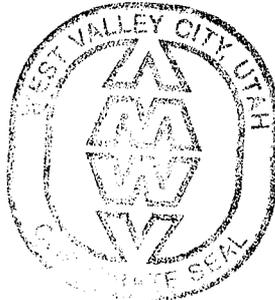


MAYOR

ATTEST:



CITY RECORDER



**West Valley City
Professional Services Agreement
Fairbourne Station – Phase 2 Engineering Design**

THIS AGREEMENT is made this _____ day of _____, 2014, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), located at 3600 Constitution Boulevard, West Valley City, Utah, and Avenue Consultants, Inc. (hereinafter “Avenue”), with a location of 6575 S. Redwood Road, Ste. 101, Taylorsville, Utah 84123.

WITNESSETH :

WHEREAS, the CITY wishes to contract with a professional engineering firm to prepare engineering and construction documents for Fairbourne Station intersections, and roadway improvements on 3500 South from 3200 West to Constitution Boulevard, in West Valley City (hereinafter the “Project”); and

WHEREAS, Avenue is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the CITY; and

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

AGREEMENT :

1. **Avenue’s Obligations.** Avenue agrees to provide engineering services for Phase 2 of development of the Fairbourne Station area consisting of onsite design elements, survey control, mapping, and design to 30% completion, as outlined below:
 - A. **Meetings and Project Management.**
 - i. **Meetings.** Avenue will attend up to 5 meetings and/or site visits as necessary to discuss project goals, schedules and other information in conjunction with the development and implementation of the Project.
 - ii. **Project Management.** Avenue will perform administrative tasks associated with the Project, including team coordination to allocate and manage team resources.
 - B. **Topographic and ALTA Survey; and Existing / Proposed Utility Coordination.**
 - i. Avenue will review previously collected information on existing utilities and existing topography and incorporate these into the onsite and offsite plan sets.

ii. Avenue will provide an ALTA/ACSM Land Title Survey for the Project area, including Salt Lake County Parcel Tax IDs 15-33-103-009, 15-33-103-010, 15-33-103-011, 15-33-103-012, 15-33-103-013, 15-33-103-014, 15-33-103-015, 15-33-103-020, 15-33-103-021, 15-33-103-023, 15-33-103-024, 15-33-104-002, 15-33-104-003, 15-33-104-004, 15-33-104-005, 15-33-104-011, 15-33-104-012, 15-33-104-013, 15-33-104-014, 15-33-126-028, 15-33-126-042, according to the current 2011 ALTA/ACSM standards and which will include: monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses; flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only; gross land area and other areas if specified; vertical relief with the source of information (e.g. ground survey or aerial map), contour interval, datum, and originating benchmark identified; exterior dimensions of all buildings at ground level; substantial features observed in the process of conducting the surveysuch as parking lots, billboards, signs, swimming pools, landscaped areas, etc.; striping number and type (e.g. handicapped, motorcycle, regular parking, etc.) of parking spaces in parking areas, lots and structures; location of utilities (such as railroad tracks, spurs and sidings, manholes, catchbasins, valve vaults and other surface indications of subterranean uses, wires and cables (including their function if readily identifiable) crossing the surveyed property, and all poles on or within ten feet of the surveyed property; without expressing a legal opinion as to the ownership or nature of the potential encroachment, the dimensions of all encroaching utility pole crossmembers or overhangs; and utility company installations on the surveyed property) on or serving the surveyed property as determined by observed evidence together with evidence from plans obtained from utility companies, and markings by utility companies and other appropriate sources (with reference as to the source of information); names of adjoining owners of platted lands according to current public records; observed evidence of current earth moving work, building construction, or building additions.

iii. Avenue will coordinate with utility companies throughout the Project limits to gather information to identify locations of existing utilities including Granger-Hunter Improvement District, Questar, PacifiCorp, and cable companies.

C. Geotechnical Report. Avenue will provide a geotechnical investigation including subsurface exploration, laboratory testing, and engineering analysis to provide recommendations for design and construction of 3030 West Street from 3500 South to 3590 South and an extension of Weigh Station Road (3545 South) from 3030 West to Holmberg Street (2955 West). The geotechnical investigation will include:

- i. Subsurface Exploration. Four borings drilled in the area of the proposed roadway alignment to depths of approximately 5 to 10 feet below the existing ground surface in order to observe the subsurface profile, obtain samples for laboratory testing, and to measure the depth to groundwater. Slotted PVC pipe will be installed in the borings to facilitate future measurement of the water level, if encountered.
 - ii. Laboratory Testing. A laboratory testing program to determine the following characteristics of the subsurface soil: classification; moisture content; dry density; consolidation; strength; water soluble sulfates; moisture-density relationship (Proctor) test; California bearing ratio test.
 - iii. Engineering Analysis. Analysis of results of the field and laboratory investigations to determine the following items: characterize the subsurface soils; determine the suitability of the subsurface soils for use in support of the pavements and improvements; provide pavement recommendations; provide recommendations for construction on the on-site soil; drainage considerations; seismic characteristics; suitability of the on-site soil for use as fill; recommendations for imported fill; fill material compaction criteria; site-specific liquefaction analysis.
 - iv. Report. A report summarizing the information obtained from the study and presenting conclusions and recommendations. The study will be conducted under the supervision of a registered professional engineer.
- D. Landscape Construction Documents 30% Design. Avenue will provide assistance on development site planning and collaborate with the CITY to lay out streets, walks, public spaces in support of private development and Utah Transit Authority (hereinafter "UTA") Bus/Platform routing. This phase will include conceptual submittals up to a 30% design. Avenue will collaborate with UTA to develop unique design for up to three BRT stations along the new MAX BRT alignment, which design will include:
- i. Transit Station Concept. In collaboration with CITY and UTA, develop a single preliminary design for the three BRT stations along the new MAX BRT alignment, which will include development of three concepts for review, including design of the following key elements: standard BRT platform; standard platform passenger amenities; custom BRT canopy.
 - ii. Project Landscape Architecture.
 - a. Landscape design for 3030 West ROW. Develop a preliminary planting plan scheme for the following, with irrigation deferred until final design: entry feature and ROW design from 3300 South

to approximately 3560 South; ROW design from approximately 3560 South to 3590 South (Lehman Drive).

- b. Landscape design for 3560 South ROW. Develop a preliminary planting scheme for the following, with irrigation deferred until final design: ROW design for 3560 South from the new 3030 West, westward into Fairbourne Station property.
 - iii. Project Urban Design. Coordinate with CITY to update district design guidelines where needed to accommodate vision of the improvements. The following features are anticipated: custom BRT canopy; aesthetic upgrades to walks/BRT platforms; amenities such as benches.
- E. Traffic Evaluation. Avenue will provide traffic engineering services to West Valley City for the proposed signalized intersection at 3030 West & 3500 South, improvements along 3500 South (to eliminate a portion of the center-running BRT to accommodate proposed intersection), and adjacent signal improvements as necessary to accommodate the proposed intersection. Additionally, Avenue will evaluate the operations at Market Street & 3500 South and at 3200 West & 3500 South to determine if improvements are appropriate. This portion of the project will be broken into three tasks; Existing Conditions, Future Conditions, and Improvement Concept Validation. This support will include the following tasks:
- i. Existing Conditions. Avenue will continue the evaluation of the proposed traffic signal at 3030 West & 3500 South that was initiated in the preliminary scope of work. As part of this effort, Avenue will finalize the existing conditions model (AM & PM peak periods), to assure accurate representation of the current traffic conditions. We will evaluate the existing conditions of the study interchange and report the delay / level of service (LOS) at the main study interchange and adjacent signalized intersections.
 - ii. Future Conditions. Avenue will verify the future volumes that were developed for the original traffic impact study and will adjust them based on current volumes and the most recent travel demand model growth projections. Avenue will then develop future conditions (2030 or 2040) no-build VISSIM models (AM & PM peak periods) that will be used as a baseline to compare to the improvement concepts. Additionally, they will be used to validate the implementation of a new signal at 3030 West & 3500 South.
 - iii. Improvement Concept Validation. Avenue will utilize the future no-build models to develop 3 variations of the improvement concept (adding a signal at 3030 West & 3500 South) to understand how it will operate relative to the adjacent signals (during the AM & PM peak periods). It

will also be used to verify the impact of a new signal on corridor operations. The variations will include lane configurations on the south leg to accommodate BRT stations, acceleration lane lengths for the northbound left turn, and different signal operational strategies. It will also include operations (BRT and vehicular traffic) and potential improvement opportunities at 3200 West and at Market Street. The final iteration will be used to help in discussions with UDOT and in the approval of the signalized access. It will also be used to provide the correct geometry (lane configurations, acceleration lengths, etc.) for the design efforts.

F. Offsite Signal and Roadway Design Elements. Avenue will provide design services to West Valley City for the proposed signalized intersections at 3030 West & 3500 South, improvements along 3500 South (to eliminate center-running BRT to accommodate proposed intersection) from 3200 West to Constitution Boulevard (2700 West), and adjacent signal improvements (3200 West and Market Street) as necessary to accommodate the proposed intersection and BRT operation. This portion of the project will be broken into five tasks; Scoping, 30% Design, 90% Design, and Final Design (90% and Final Design to be completed as part of a separate scope). This support will include the following tasks:

- i. Scoping, Coordination, and Conceptual Designs. Avenue will develop a conceptual design plan (horizontal layout only) for the proposed signalized intersection at 3030 West & 3500 South, improvements along 3500 South (from 3200 West to Constitution) to eliminate center-running BRT in sections as determined by the study team), and adjacent signal improvements. Avenue will coordinate with West Valley City and UDOT to understand the needs as necessary to accommodate the proposed improvements. In an effort to gain approval from UDOT and UTA, Avenue will lay out up to three conceptual horizontal layouts to show variations in design.
- ii. 30% Design. A 30% design will be developed by Avenue which will be used to discuss the new proposed intersection geometry and 3500 South roadway geometry from 3200 West to Constitution Boulevard and gain approval from West Valley City and UDOT. This is a critical step in the process to eliminate the need to come back to geometry later in the design efforts, which can be detrimental to the Project schedule. The plan set will include the following items:
 - a. One scroll plot with proposed geometry (from survey) including existing topography, surveyed utilities, proposed roadway geometry (intersection and roadway layouts), horizontal and vertical alignments/curves, and medians.
 - b. A simple profile of the new roadway and typical section.

- c. An initial look into utility design and coordination specifically identifying existing storm and sewer elevations to verify depths that will be critical to the site layout and development. Included in this effort will be an initial storm and sewer layout to identify potential conflicts. Storm drain catch basin / pipe sizes and sewer pipe sizes will be provided by West Valley City.
 - d. Preparation of a site “base drawing” that considers the horizontal placement of the most major design elements including curb, gutter, paving, wet utilities, PUEs, signal poles, etc.
 - e. Addressing one round of comments regarding the proposed horizontal design.

- 2. **Project Schedule.** Avenue shall complete the work as set forth in Section 1 of this Agreement within six (6) months of the execution of this Agreement, which completion time may be extended by the CITY, at the CITY’s sole discretion.

- 3. **CITY’s Obligations.** In consideration for the work performed by Avenue, as set forth in Sections 1 and 2 above, the CITY agrees to pay Avenue for the cost of services up to a maximum fee of One Hundred Forty Five Thousand One Hundred Eleven and 30/100 Dollars (\$145,111.30).

- 4. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of six months or until either of the following occurs:
 - A. Avenue completes the work set forth in this Agreement.
 - B. The CITY has paid Avenue the maximum compensation amount of One Hundred Forty Five Thousand One Hundred Eleven and 30/100 Dollars (\$145,111.30).

- 5. **Termination.**
 - A. In the event Avenue fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon Avenue, and if Avenue fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to Avenue. Upon such termination, Avenue shall immediately cease its performance of this Agreement and the City shall determine and pay to Avenue the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Avenue shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by Avenue.

- B. The CITY also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Avenue. Upon receipt of such notice, Avenue shall immediately cease work. Payment to Avenue shall be made for work performed prior to receipt by Avenue of such termination notice, and Avenue shall have no claim for loss of anticipated profits or any additional compensation.
- C. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Avenue, Avenue may serve written notice thereof upon the CITY, and, if the CITY fails within a period of seven (7) working days thereafter to correct such failure, Avenue may terminate this Agreement upon written notice to the CITY. Avenue accepts no liability in such circumstances for damages or delays that result from suspension of work by the CITY.
6. **CITY Representative.** The CITY hereby appoints Russ Willardson or his designee as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Avenue is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Avenue understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by Avenue, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Avenue.
7. **Additional Conditions.**
- A. CITY will furnish all applicable criteria and operating standards needed to meet CITY requirements.
- B. **Responsibility for Consultants.** Avenue shall be responsible for all of Avenue's consultants and sub-consultants of any tier for the services set forth in this Agreement. Avenue shall be solely responsible for compensation due to consultants and sub-consultants at any tier for the services set forth in this Agreement. Avenue shall indemnify, defend, and hold the City harmless from any claims, damages or expenses related to Avenue's consultants or sub-consultants of any tier resulting from performance under this Agreement.
- C. **Responsibility for Documents.** Notwithstanding any approval from the CITY of the documents prepared by Avenue pursuant to this Agreement, Avenue and Avenue's consultants and sub-consultants shall be solely responsible for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws,

ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the CITY, if any. Avenue shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by Avenue, Avenue's consultants, or their sub-consultants of any tier.

- D. **Instruments of Service.** The CITY and Avenue acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad 2008 or compatible or similar files) prepared by Avenue or by Avenue's consultants or its sub-consultants of any tier related to the Project pursuant to this Agreement are Instruments of Service. Avenue represents and warrants that Avenue owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, Avenue hereby assigns to the CITY ownership of all Instruments of Service and hereby assigns to the CITY all common law, statutory, or other reserved rights, including all copyrights that Avenue has in the Instruments of Service. Avenue shall require similar assignment by its consultants and sub-consultants of any tier to the CITY. At the completion of the Project or upon termination of this Agreement, whichever occurs first, Avenue, its consultants, and sub-consultants at any tier shall promptly deliver reproducible files (including AutoCad 2008 or compatible or similar files) to the CITY including all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the CITY for any project other than the Project will be at the CITY's sole risk, and Avenue, its consultants, and sub-consultants shall not be liable.
8. **Independent Contractor.** It is understood and agreed that Avenue is an independent contractor, and that the officers and employees of Avenue 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.
9. **Conflict of Interest.** Avenue warrants that no City employee, official, or agent has been retained by Avenue to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Avenue, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification and Insurance.** Avenue agrees to indemnify, defend, and hold the CITY harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the CITY for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise,

resulting from the Avenue's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of Avenue and/or Avenue's consultants, sub-consultants of any tier, representatives, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the CITY. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY.

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

A)	Worker's Compensation State Employer's Liability	Statutory \$100,000
B)	Commercial General Liability Bodily Injury and Property Damage Aggregate	\$2,000,000 \$4,000,000
C)	Automobile Liability Per-Occurrence Limit	\$2,000,000
D)	Professional Liability	\$2,000,000

11. **Sub-contract Assignment.** 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 legal services are provided 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. **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 Avenue: Avenue Consultants, Inc.
Attn: Melvin Bodily, Principal
6575 S. Redwood Rd, Ste. 101
Taylorsville, Utah 84123
Telephone: (801) 207-7660
Facsimile: (801) 207-7641

If to the CITY: West Valley City Public Works Department
Attn: Dan Johnson, City Engineer
3600 South Constitution Blvd.
West Valley City, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

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

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

(Signatures follow on the next page.)

WEST VALLEY CITY

Ron Bigelow
Ron Bigelow, Mayor

ATTEST:

Sheri McKendrick
Sheri McKendrick, City Recorder



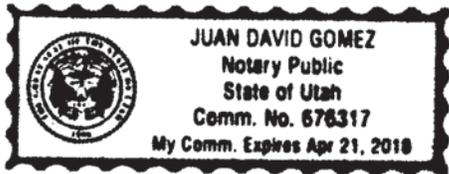
AVENUE CONSULTANTS, INC.

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [Signature]
Date: 12-2-14

[Signature]
By: Melvin Bodily
Its: Principal

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 1 day of DECEMBER, 2014, personally appeared before me MELVIN B. BODILY, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the PRINCIPAL [title] of Avenue Consultants, Inc., and that this Professional Services Agreement 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.



[Signature]
Notary Public

Item: _____
Fiscal Impact: \$212,374.64
Funding Source: RDA
Account No: 22-6879-40750-00000-0000

Budget Opening Required: No

Issue:

A resolution approving a professional services agreement with Avenue Consultants for Fairbourne Station final design and utility plans development.

Synopsis:

This resolution authorizes the execution of an agreement with Avenue Consultants to provide final construction drawings for Fairbourne Station roadways and utilities.

Background:

The next phase of Fairbourne Station will include the construction of a new road at 3030 West from Lehman Avenue to 3500 South, the extension of Weigh Station Road to 3030 West, and the reconstruction of Lehman Avenue from Holmberg Street to 3030 West. The project also includes the installation of a signalized intersection at 3500 South and 3030 West. In order to accommodate the turn lanes for the new intersection, Bus Rapid Transit (BRT) routes will be re-routed through the new Fairbourne Station roadways.

Avenue Consultants was previously contracted to perform traffic analysis and preliminary design services for the proposed improvements. This agreement engages Avenue Consultants to produce final construction drawings for the proposed improvements, including a utility relocation plan set, and roadway construction drawings. Elements of the roadway construction drawings include roadway and drainage plans, traffic signal plans, dry utility plans, design for three new BRT stations within Fairbourne Station, and roadside landscaping plans.

It is anticipated that the utility relocation project will be constructed in late summer of 2015, and the roadway improvements during early summer of 2016.

Recommendation:

City staff recommends approval of the resolution.

Submitted By:

Dan Johnson, P.E., City Engineer

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH AVENUE CONSULTANTS, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 2 OF FAIRBOURNE STATION.

WHEREAS, the West Valley City Redevelopment Agency (hereinafter the “RDA”) wishes to contract with a professional engineering firm to prepare engineering design and construction documents for intersections in the Fairbourne Station development; and

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

WHEREAS, an agreement has been prepared for execution by and between the RDA and Avenue, a copy of which is attached hereto and entitled “Professional Services Agreement, Fairbourne Station—Final Design & Utility Plan Development” (hereinafter the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the RDA 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 Avenue for professional services;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the RDA of West Valley City, Utah, that the Agreement with Avenue is hereby approved in substantially the form attached, and that the Chief Executive Officer is hereby authorized to execute the Agreement for and in behalf of the RDA, subject to approval of the final form of the Agreement by the Chief Executive Officer and the City Attorney’s Office.

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

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

**Professional Services Agreement
Fairbourne Station – Final Design & Utility Plan Development**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter the “RDA”), located at 3600 Constitution Boulevard, West Valley City, Utah, and Avenue Consultants, Inc. (hereinafter “Avenue”), with a location of 6575 S. Redwood Road, Ste. 101, Taylorsville, Utah 84123.

WITNESSETH :

WHEREAS, the RDA wishes to contract with a professional engineering firm to prepare engineering, design, and construction documents for Fairbourne Station intersections, and roadway improvements on 3500 South from 3200 West to Constitution Boulevard, in West Valley City (hereinafter the “Project”); and

WHEREAS, the geographic scope of the Project (the “Project Area”) is attached hereto as Exhibit “A”, and incorporated herein by reference; and

WHEREAS, Avenue is a professional engineering firm that has the qualifications, expertise, and desire to provide the necessary services to the RDA; and

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

AGREEMENT :

- I. **Avenue’s Obligations.** Avenue’s Obligation shall be divided into two parts: 1. The Utility Relocation Project and 2. The Roadway Design and Construction Project. Avenue shall perform both Projects in accordance with the Project Schedule. The Utility Relocation Project includes all work by Avenue Consultants or its SUBS necessary to produce construction bidding documents for a project to relocate water and sewer improvements from Holmberg Street to the new 3030 West Street in accordance with the Project Schedule. The Roadway Design and Construction Project includes all work by Avenue Consultants or its SUBS necessary to produce construction bidding documents to build roadway improvements, which include a new concrete pavement roadway on 3030 West from 3500 South to Lehman Avenue, a traffic signal at 3030 West 3500 South, improvements to the 3500 South Roadway and signals necessary to reroute UTA busses through the new 3030 West Street, plans to construct three new BRT stations, platting, dedication and vacation documents, landscape (planting and irrigation) design, preparation of a dry utility plan, and drainage improvements in the new roadway. Avenue shall attend any number of meetings necessary, as determined by the RDA, to discuss design review, project impacts, project goals, project progress, schedules and any other information in conjunction with the completion of Avenue’s Obligations as set forth herein this Section I.

1. **Utility Relocation Project** (to be completed by July 6, 2015). Avenue shall prepare plans and specifications to relocate water and sewer improvements from Holmberg Street to 3030 West Street. Avenue shall coordinate with all appropriate and related utility companies to facilitate the completion of this Project. As defined in greater detail herein this Section II, Avenue shall prepare and/or perform and provide to the RDA a SUE Survey, Proposed Utility Coordination, and Utility Demolition and Construction plans. Specifically, Avenue shall prepare and/or perform and provide:
 - A. Conceptual Design Services. The new project streets will have the limits as outlined by the RDA and will have water, sewer and locations for power and gas lines included in the plans. Avenue shall provide a new sewer plan and profile sheets per GHID standards; new water line plan and profile sheets per GHID standards; utility demolition for existing sewer and water systems to be eliminated by the new roadway configuration; Repairs to 3500 South where utilities are to be disconnected per UDOT and GHID requirements; Coordination with new utility work for new gas and power systems to the area (design pathways for gas and power to be installed along back of walkways); and Coordination with landscape and lighting designs that will be included in this Project and the Roadway Design and Construction Project. In addition, Avenue shall:
 - i. Provide review of existing topographic and utility maps for the Project area for completeness for new utility connections, and review current land use to determine pipe sizing for sewer system and verify pipe size per State standards.
 - ii. Meet with GHID personnel in conjunction with design team members to determine utility requirements and capabilities of the existing utilities in the area. Power commutations needs will be identified by Electrical engineers. Utility site plans will show main duct banks and proposed gas lines for coordination purposes. Connection locations of new utilities will be reviewed with GHID and RDA.
 - iii. Define new utility relocation requirements for the typical street layouts and determine size and possible alignments of sewer, water, and storm drain lines that may be impacted by the proposed development. Sizing is to be in accordance with the current utility master plan for the area provided by RDA. Power extensions necessary for new lighting, or other items requiring power or communications conduits and street crossing locations, will be reviewed with the electrical engineer on the design team.
 - iv. Coordinate utility design with the Concept grading provided in the Street Design. Define utility crossing of new wall systems if any are necessary.
 - v. Provide Civil Narrative and Conceptual Utility Plans to assist in the cost estimating process for the conceptual design. Complete West Valley City and RDA checklists and outline specifications.

B. Design Development and Construction Documents. Avenue shall:

- i. Review project control points for construction.
- ii. Complete utility plans for the approved street layouts.
- iii. Complete utility demolition and abandonment plans.
- iv. Complete final utility plan and profile sheets for water and sewer per GHID standards.
- v. Determine connection details with GHID.
- vi. Coordinate with storm drain designs as well as grading and drainage plans completed by any third parties
- vii. Coordinate power, communications, and new lighting plans with new utility design.
- viii. Respond to review comments from West Valley City, the RDA and GHID.
- ix. Provide Specifications and assistance with cost budgeting process.
- x. Provide construction monitoring services.
- xi. All existing utilities within the Project boundaries shall be protected in place unless removal is necessary for construction or relocation required pursuant to the new plans. Abandoned utilities will be filled with grout. Improvements to maintain service to other buildings on adjacent sites will be done in accordance with the plans. The location of existing lines will be based on utility maps that are provided to the RDA. Avenue shall pothole lines if they need to be crossed with new utilities to ensure that the new utility can route around the existing utilities.

C. Design Development and Construction Documents, Phase-Site Improvements.

Upon approval of the Schematic plans, Construction Documents will be completed for this phase of the project. The demolition of the existing site utility improvements will be completed as part of the Project. Utility demolition (water, sewer and storm drain) required for new utilities or new site improvements will be completed. Site improvements shall include:

- i. All site and street layout shall be provided for use on the utility plans.
- ii. Utility plans indicating size and location of water, sewer, and storm drain lines. The design of the storm drain lines will be completed by Avenue and the Civil 3D files provided for the use in the design of the water and sewer systems. Size and routing of power, telephone, will be completed by the Electrical engineer/consultant on the design team. The location of the lines shall be overlaid on the site plans for coordination. The utilities that are to be abandoned in place will be outlined as well as utilities to be excavated and removed from the site will be coordinated with the design team. The new connections to the GHID sewer and water will be included in the plans. Profiles will be completed for all new water and sewer with crossing with all new storm drain and other new or existing utilities.

- iii. Coordination with GHID for utility connection locations and requirements.
 - iv. Utilities will use GHID Standard specifications. Improvement repairs that are not included with roadway construction will also be included on the plans as necessary.
- D. Project Coordination Meetings. Coordination meetings for design are anticipated to be scheduled over 3 months with the design team, GHID representatives, and RDA. Utility design project manager will attend coordination meetings with the design team and complete coordination meetings for utility connections.
- E. Construction Period Services & Meetings. Avenue will provide construction monitoring services for the Project including: attendance at construction meetings to assist in resolving any construction-related issues with contractor and RDA; respond to contractor utility questions; review work progress during excavation and construction of utility improvements; provide pictures and reports of site visits; review submittals for utility work; review and respond to utility change order requests and provide recommendations to RDA; review utility operation as new systems are completed with contractor and RDA; prepare utility punchlist for final completion; prepare utility record drawings; and close out Project with the RDA.
- F. Survey for Sub-Surface Utility Engineering (“SUE”). Avenue will provide location and surveying of quality level “B” utilities throughout the Fairbourne Station area, which includes 12,500 linear feet as designated. Avenue shall also locate and survey 10 test holes that will be used for quality level “A”, as follows:
- i. Quality level “D, C & B” Designating. Collection of utility owner record drawings and paint marks on ground surface as well as an exutil file in Microstation which will include invert information. For quality level “B” services, due diligence will be provided in regards to records research (quality level “D”) and acquisition of available utility records. Due diligence will consist of contacting the utility owners and the one-call system. Utilities that are not part of the one-call system, or not shown in the provided records, will be referred to as “undocumented” utilities. The work area will be scanned using electronic prospecting equipment to search for “undocumented” utilities.
 - ii. Quality level “A” Locating (Test Holes). Completion of Test Hole Data Spreadsheet for each test hole completed, to include coordinates, elevation, material, and size utility.
 - iii. Avenue shall provide encroachment permits, maintenance of traffic plans/permits and barricades necessary to complete this Project. Pavement restoration included in the test holes unit cost is limited to an asphalt cold patch of equal or greater thickness to existing condition, however, costs

for an asphalt hot patch or core as well as flowable fill backfill, should they be required by UDOT, are included. Compaction of backfill will be performed in one-foot lifts and compacted pneumatically. SUE field data shall be collected in accordance with the ASCE SUE Standard.

- G. Utility Coordination and Review. Avenue will provide coordination with existing utility companies throughout the Fairbourne Station area, including Granger-Hunter Improvement District (“GHID”), Questar, PacifiCorp, and cable companies. Avenue will provide quality control review of its utility designs by any and all subcontractors.
 - H. Utility Document Deliverables. Avenue will provide the following deliverables for utility documents: utility demolition plan and details for connections to existing improvements; overall utility site plan; sewer and water plan and profile sheets and details; utility specifications and general notes and details sheet; construction site visit reports; and record plans.
2. **Roadway Design and Construction Project**. The Roadway Design and Construction Project includes all work by Avenue Consultants or its SUBS necessary to produce construction bidding documents to build roadway improvements, which include a new concrete pavement roadway on 3030 West from 3500 South to Lehman Avenue, a traffic signal at 3030 West 3500 South, improvements to the 3500 South Roadway and signals necessary to reroute UTA busses through the new 3030 West Street, plans to construct three new BRT stations, platting, dedication and vacation documents, landscape (planting and irrigation) design, preparation of a dry utility plan, and drainage improvements in the new roadway.
- A. 60% Design. A 60% design will be developed by Avenue at a 1”=40’ (scale) which will incorporate comments from the previous review meeting from the previous agreement with Avenue Consultants into a preliminary plans set. The plan set will include the following items (47 total sheets):
 - i. Title sheet (1 sheet).
 - ii. Index, identifying the sheets anticipated in the full design set (1 sheet).
 - iii. Survey Control Sheet (1 sheet).
 - iv. Paving Plan & Profile Sheets for all proposed offsite and on-site streets at a 1”=40’ scale (12 sheets). The paving plans will include existing topography, surveyed utilities, roadway and intersection geometry, pedestrian ramps, and removals. Plans will detail all improvements necessary to construct curb, gutter, sidewalk, sidewalk ramps, asphalt, concrete pavement, drainage structures, a concrete pavement joint layout plan and other supporting detail sheets and features as required. Paving

plans will not show on-site water and sewer improvements, except as necessary to identify conflicts and tie-in adjustments. Paving profiles will have a vertical scale of 1"=4' and will show curb and centerline grades in profile. All drainage calculations and storm drain sizing to support roadway design efforts will be provided by West Valley RDA Engineering Staff.

- v. Existing on-site Utility Plan and Profile Sheets (based on utility design from Section 1.A. above) will be updated to represent existing utilities and will be developed at a 1"=40' (scale) (up to 5 sheets).
 - vi. Signing & Striping Sheet including proposed striping and additional signage with removals (12 sheets).
 - vii. Signal Design Sheet including signage, signal heads, pole stations & offsets, etc. (1 sheet).
 - viii. Lighting & Dry Utility Plan at 1"=100' (scale) (up to 1 sheet). The lighting plan will show the proposed lighting layout, lighting details, and conduit schedule for the proposed development. Avenue will coordinate with RDA and utility companies (within project limits) in an effort to identify the conflicts, critical infrastructure locations and PUE requirements. As part of this effort, a utility coordination meeting will be schedule on-site as directed by RDA, and Avenue will work with the utility companies to relocate utilities as necessary.
 - ix. A Demolition Plan including detail of the limits of demolition and demolition requirements will be prepared by Avenue at 1"=100' (scale) (up to 1 sheet). This plan set will detail the removal of items necessary to prepare the site for the proposed improvements.
 - x. Detail Sheets (up to 6 sheets).
 - xi. Signal Circuit Sheets (up to 3 sheets).
 - xii. Contractor Furnished Items Schedule (3 sheets) – Utility Plan and Profile Sheets for Water and Sewer.
- B. 90% Design. A 90% design will be developed by Avenue at 1"=40' (scale) which will incorporate comments from the previous review meeting into the plans set for final review. The plan set will include the same sheets as the 60% design. All drainage calculations and storm drain sizing will be provided by West Valley City Engineering Staff and the RDA. Design will include signal design plans review by Pinetop Engineering. The 90% design will also include BRT and Landscape plans.

- C. BRT Station and Landscape Construction Documents. Avenue shall coordinate with the RDA and UTA for the development of up to three (3) BRT stations along the new MAX BRT alignment. Site planning including the layout of streets, walks, and public spaces in support of private development and UTA Bus/Platform routing shall be completed in coordination with the RDA.
- D. Fairbourne Station BRT Station and Landscape Construction Documents Preliminary Design/Design Development. Avenue will provide preliminary design, design development and final design and construction documents for BRT transit stations, landscape architecture, and project urban design, as follows:
- i. Transit Station Concept. Development, in collaboration with RDA and UTA, of a single design for three BRT stations along the new MAX BRT alignment. Design will be similar for all three locations. Preliminary phase will include development of three concepts for review, including design of key elements: the standard BRT platform; standard platform passenger amenities; and custom BRT canopy.
 - ii. Project Landscape Architecture. Development of a preliminary planting plan scheme for the following, with irrigation deferred until final design: entry feature and ROW design from 3300 South to approximately 3560 South; ROW design from approximately 3560 South to 3590 South (Lehman Drive); and ROW design for 3560 South from the new 3030 West, westward into Fairbourne Station property.
 - iii. Project Urban Design. Coordination with RDA to update district design guidelines where needed to accommodate vision for the improvements for the following features: custom BRT canopy; aesthetic upgrades to walks and BRT platforms; and amenities, such as benches.
- E. Fairbourne Station BRT Station and Landscape Final Design/Construction Documents. Avenue will provide final design and construction documents for the following:
- i. Transit Station Concept. Design for bidding standard BRT platform with amenities and custom BRT canopy for three locations as outlined in preliminary design. One design will be selected for implementation.
 - ii. Project Landscape Architecture. Design for bidding planting and irrigation design for areas outlined in preliminary design phase.
 - iii. Project Urban Design. Design for bidding upgrades to baseline materials as outlined in preliminary design phase.
- F. Offsite Signal and Roadway Design Elements. Avenue shall provide design services for the proposed signalized intersection at 3030 West and 3500 South,

improvements along 3500 South (to eliminate center-running BRT to accommodate proposed intersection) from 3200 West to 2700 West, and adjacent signal improvements (3200 West and Market Street) to accommodate the proposed intersection and BRT operation.

- G. Platting, Dedication and Vacation Documents. Avenue will provide vacation plats for public ways throughout the Project Area, dedication plats for public ways throughout the Project Area, prepare subdivision platting for future development in Project Area. In addition, Avenue shall provide additional mapping needs including a survey extra existing base mapping for designer needs along 3650 South and along Lehman Avenue.
 - H. Final Design/Submittal. Avenue will develop the final plan set for bid purposes, and incorporate the final comments from the 90% review meeting into the plans set and provide a comment resolution summary (up to 47 total sheets). All drainage calculations and storm drain sizing will be provided by West Valley City Engineering Staff and the RDA. Design will include signal design plans review by Pinetop Engineering.
 - I. Specifications. Avenue will prepare the specifications for the construction of this Project which will be based on the combined standards & specifications as outlined by West Valley City and the RDA, UDOT, and APWA.
- II. **Project Schedule.** Avenue shall complete the work as set forth in Section I1, Utility Relocation Project no later than July 6, 2015. Avenue shall complete the work set forth in Section I2, Roadway Design and Construction Project, no later than March 1, 2016. The completion times may be extended by the RDA, at the RDA's sole discretion.
- III. **RDA's Obligations.** In consideration for the work performed by Avenue, as set forth in Sections I, the RDA agrees to pay Avenue for the cost of services up to a maximum fee of Two Hundred Twelve Thousand Three Hundred Seventy Four and 64/100 Dollars (\$212,374.64).
- IV. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of twelve months or until either of the following occurs:
- 1. Avenue completes the work set forth in this Agreement.
 - 2. The RDA has paid Avenue the maximum compensation amount of Two Hundred Twelve Thousand Three Hundred Seventy Four and 64/100 Dollars (\$212,374.64).
- V. **Termination.**
- 1. In the event Avenue fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the RDA may serve written notice

thereof upon Avenue, and if Avenue fails within a period of three (3) days thereafter to correct failure, the RDA may terminate this Agreement upon written notice to Avenue. Upon such termination, Avenue shall immediately cease its performance of this Agreement and the RDA shall determine and pay to Avenue the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Avenue shall not be relieved of liability to the RDA for damages sustained by virtue of any breach by Avenue.

2. The RDA also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the Project. Such terminations shall be accomplished by written notice to that effect, delivered to Avenue. Upon receipt of such notice, Avenue shall immediately cease work. Payment to Avenue shall be made for work performed prior to receipt by Avenue of such termination notice, and Avenue shall have no claim for loss of anticipated profits or any additional compensation.
3. In the event the RDA fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Avenue, Avenue may serve written notice thereof upon the RDA, and, if the RDA fails within a period of seven (7) working days thereafter to correct such failure, Avenue may terminate this Agreement upon written notice to the RDA. Avenue accepts no liability in such circumstances for damages or delays that result from suspension of work by the RDA.

VI. **RDA Representative.** The RDA hereby appoints Russ Willardson or his designee as the RDA's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Avenue is timely and adequately performed, and to provide for RDA approvals as may be required by this Agreement or the nature of the work. The RDA's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Avenue understands and agrees that the RDA's representative shall have no control over the means, methods, techniques, or procedures employed by Avenue, it being clearly understood that the RDA is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Avenue.

VII. **Additional Conditions.**

1. RDA will furnish all applicable criteria and operating standards needed to meet RDA requirements.
2. **Responsibility for Consultants and Subcontractors.** Avenue shall be responsible for all of Avenue's contractors, consultants, sub-consultants, and subcontractors (together "SUBS") of any tier for the services set forth in this Agreement. Avenue shall be solely responsible for compensation due to SUBS at any tier for the services set forth in this Agreement. Avenue shall indemnify, defend, and hold

the RDA harmless from any claims, damages or expenses related to Avenue's SUBS of any tier resulting from performance under this Agreement.

3. Responsibility for Documents. Notwithstanding any approval from the RDA of the documents prepared by Avenue pursuant to this Agreement, Avenue and Avenue's SUBS shall be solely responsible for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Project applicable to the Project at the time of the execution of this Agreement and during the performance of this Agreement for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the RDA, if any. Avenue shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by Avenue and Avenue's SUBS of any tier.
 4. Instruments of Service. The RDA and Avenue acknowledge that any and all drawings, specifications, reports, models, and other documents and data (including documents, drawings, and data retained or stored by electronic means, such as AutoCad 2008 or compatible or similar files) prepared by Avenue or by Avenue's SUBS of any tier related to the Project pursuant to this Agreement are Instruments of Service. Avenue represents and warrants that Avenue owns all of the rights, title and interest in the Instruments of Service and that ownership of the Instruments of Service is fully assignable. Accordingly, Avenue hereby assigns to the RDA ownership of all Instruments of Service and hereby assigns to the RDA all common law, statutory, or other reserved rights, including all copyrights that Avenue has in the Instruments of Service. Avenue shall require similar assignment by its consultants and sub-consultants of any tier to the RDA. At the completion of the Project or upon termination of this Agreement, whichever occurs first, Avenue, its SUBS at any tier shall promptly deliver reproducible files (including AutoCad 2008 or compatible or similar files) to the RDA including all Instruments of Service related to the Project and/or prepared pursuant to this Agreement. Any reuse of the Instruments of Service by the RDA for any project other than the Project will be at the RDA's sole risk, and Avenue, its SUBS shall not be liable.
- VII. **Independent Contractor.** It is understood and agreed that Avenue is an independent contractor, and that the officers and employees of Avenue shall not be employees, officers, or agents of the RDA; nor shall they represent themselves to be RDA 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 RDA employees.

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

X. **Indemnification and Insurance.** Avenue agrees to indemnify, defend, and hold the RDA harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of claim made or liability imposed against the RDA for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from the Avenue's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of Avenue and/or Avenue's consultants, sub-consultants, subcontractors of any tier, representatives, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the RDA. As used in this section, the RDA shall also refer to the officers, agents, assigns, volunteers, and employees of the RDA.

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

A)	Worker's Compensation	
	State	Statutory
	Employer's Liability	\$100,000
B)	Commercial General Liability	
	Bodily Injury and Property Damage	\$2,000,000
	Aggregate	\$4,000,000
C)	Automobile Liability	
	Per-Occurrence Limit	\$2,000,000
D)	Professional Liability	\$2,000,000

XI. **Sub-contract Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party.

XII. **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 legal services are provided by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

XIII. **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.

- XIV. **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.
- XV. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.
- XVI. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
- XVII. **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 Avenue: Avenue Consultants, Inc.
Attn: Melvin Bodily, Principal
6575 S. Redwood Rd, Ste. 101
Taylorsville, Utah 84123
Telephone: (801) 207-7660
Facsimile: (801) 207-7641

If to the RDA: West Valley RDA Public Works Department
Attn: Dan Johnson, RDA Engineer
3600 South Constitution Blvd.
West Valley RDA, Utah 84119
Telephone: (801) 963-3318
Facsimile: (801) 963-3540

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

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

(Signatures follow on the next page.)

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

Chief Executive Officer

ATTEST:

Secretary

AVENUE CONSULTANTS, INC.

By: Melvin Bodily
Its: Principal

STATE OF UTAH _____)
: ss.
COUNTY OF SALT LAKE _____)

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 Avenue Consultants, Inc., and that this Professional Services Agreement 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"

PROJECT AREA:

Salt Lake County Tax ID Parcel Numbers 15-33-103-009, 15-33-103-010, 15-33-103-011, 15-33-103-012, 15-33-103-013, 15-33-103-014, 15-33-103-015, 15-33-103-020, 15-33-103-021, 15-33-103-023, 15-33-103-024, 15-33-104-002, 15-33-104-003, 15-33-104-004, 15-33-104-005, 15-33-104-011, 15-33-104-012, 15-33-104-013, 15-33-104-014, 15-33-126-028, 15-33-126-042.