



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, September 8, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on September 8, 2020.

A G E N D A

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

A. September 1, 2020

6. Comment Period:

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

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Resolutions:

A. 20-145: Approve a Professional Services Agreement With Avenue Consultants, Inc. for a Study of Traffic Patterns and Future Improvements on Bangerter Highway

B. 20-146: Approve a Cooperative Agreement Between the City and the Utah Department of Transportation for Funding for the Completion of 2550 South

8. Motion for Closed Session (if necessary)

9. Adjourn

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, SEPTEMBER 1, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Steve Pastorik, CED
Steve Lehman, CED

INSIDE THE POLICE DEPARTMENT VIDEO SERIES

A video providing information about the Police Department was displayed.

Mayor Bigelow questioned what the grocery sacks were that were being placed in the Police Officers trunk. Wayne replied it was food pantry donations.

APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 25, 2020

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The Council considered the Minutes of the Regular Meeting held August 25, 2020. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held August 25, 2020. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. PUBLIC COMMENTS

Jim Vesock stated that he would not like to see any controversy with our great Police Department based on the comments from the Mayor. Mr. Vesock commended the Fire Department for their efforts in the California fires.

B. CITY MANAGER COMMENTS

Wayne Pyle, City Manager, had no comments.

C. CITY COUNCIL COMMENTS

Mayor Bigelow stated that he did not mean to imply that anything improper was occurring in the Police video. He indicated he is thankful and very supportive of the West Valley City Police Department.

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-4-2020, FILED BY BRUCE SMITH AND FRED COX, REQUESTING AN ORDINANCE CHANGE TO SECTIONS 7-6-302 AND 7-6-305 TO ALLOW THE MINIMUM ZONING DISTRICT SIZE FOR THE C-2 (GENERAL COMMERCIAL) ZONE TO BE LESS THAN 5

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled September 1, 2020, in order for the City Council to hear and consider public comments regarding application ZT-4-2020, filed by Bruce Smith and Fred Cox, requesting an Ordinance Change to sections 7-6-302 and 7-6-305 to allow the minimum zoning district size for the C-2 (General Commercial) Zone to be less than 5.

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

The C-2 zone currently includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres. The proposed change would allow property zoned M

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(Manufacturing) to be included with property zoned C-2 to meet the minimum district size for the C-2 zone.

Staff is supportive of this change for the following reasons:

- The M zone allows many of the same uses allowed in the C-2 zone.
- The minimum district size seems to be geared toward preventing spot zoning where a relatively small property is zoned different from everything else around it. Maintaining a 5 acre district size next to residential seems more important than trying to maintain a 5 acre district size next to M zoning where commercial uses are allowed.

Mayor Bigelow opened the Public Hearing.

Fred Cox, the applicant, stated that he had originally proposed an alternative to this but based on feedback from staff, this option seemed to be the best solution. He discussed the property noted in the following application.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-36, AMEND SECTIONS 7-6-302 AND 7-6-305 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND REGULATIONS CONCERNING PROPERTY ELIGIBLE FOR C-2 ZONING

The City Council previously held a public hearing regarding proposed Ordinance 20-36 that would amend Sections 7-6-302 and 7-6-305 of the West Valley City Municipal Code to amend regulations concerning property eligible for C-2 Zoning.

Mayor Bigelow asked if staff discovered why City changed the Code originally. Steve replied that the minimum 5-acre district size for the C-2 zone was adopted in Ordinance #87-08 by the Council on 2/19/1987. He indicated that unfortunately, the Planning Commission and City Council minutes are lacking any detail as to why this district size was added.

Staff's views as to the purposes/benefits to this standard are:

- Ordinance 87-08, which included the 5 acre minimum district size, also included the following purpose for the C-2 zone: "The general commercial zone is established to provide locations for a full range of office, retail

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commercial, and service uses which are oriented to serve the City as a whole as well as a regional market in Salt Lake Valley.” Single anchor shopping centers where a grocery store is the anchor generally range in site area from 3 to 10 acres. Setting a 5 acre minimum increases the chances of getting a variety of tenants to appeal to a broader market.

- Along certain major streets like 5600 W and 4100 S, the City has kept commercial uses limited to major signalized intersections. Examples along 4100 S include the intersections at Redwood Road, and 4000 W and 5600 W. Maintaining a 5 acre minimum discourages mid-block locations from converting to commercial.
- Without the minimum 5 acre district size, any property that is at least 20,000 sq. ft. in area would be eligible for C-2 zoning even if it is totally surrounded by residential. While the Council can still deny such a zone change request, maintaining the 5 acre district size prevents such applications, saving the applicant’s and the City’s time. This is similar to the Council’s position on the RM zone. Certain eligibility criteria have been adopted so that only certain properties are eligible for RM zoning. Those properties that do not meet the eligibility criteria cannot apply for a zone change.
- The City’s General Plan includes the following guiding principle: “Instead of rezoning more ground for retail, the City should encourage new retail development on existing vacant ground zoned commercial and on aging and/or underdeveloped retail areas.” Maintaining a 5 acre minimum district size helps at least steer new commercial to be adjacent to existing commercial areas.

Councilmember Buhler stated that he doesn’t see a downside to this proposal. He indicated that he would suggest adding C-1 and C-3 to the proposal and asked if City staff would be supportive of that inclusion. Steve Pastorik, CED, replied that staff would be supportive of adding C-3 to the proposal as it is in line with the manufacturing and C-2 zones but noted that C-1 has stricter and more unique requirements.

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

Councilmember Buhler moved to approve Ordinance 20-36 with the addition of the C-3 zone.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

B. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-5-2020, FILED BY BRUCE SMITH AND FRED COX, REQUESTING A ZONE CHANGE FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL) ON PROPERTY LOCATED AT 5571 WEST 2455 SOUTH

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled September 1, 2020, in order for the City Council to hear and consider public comments regarding application Z-5-2020, filed by Bruce Smith and Fred Cox, requesting a Zone Change from M (Manufacturing) to C-2 (General Commercial) on property located at 5571 West 2455 South.

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

Included with this issue paper is a concept plan from the applicant showing a proposed 13,250 sq. ft. commercial building. According to the applicant, the proposed uses for the building are retail, professional office and medical office. Retail and professional office are allowed in the M zone; however, medical office is not allowed. This is why the owner is seeking C-2 zoning.

The C-2 zone includes a minimum district size of 5 acres. An individual parcel within the C-2 zone can be as small as 20,000 sq. ft.; however, the property must be adjacent to other C-2 zoned parcels that together total 5 acres. If approved, application ZT-4-2020 would allow M zoned property to be included to meet the minimum C-2 district size. If application ZT-4-2020 is not approved, this application must be denied because the minimum C-2 zone district size would not be met.

Mayor Bigelow opened the Public Hearing.

Fred Cox, the applicant, indicated that this property seems to make sense for a commercial use. He stated that there has been a number of attempts to develop this property, but the current owner would like to construct a dentist office with other

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general commercial uses.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-37, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5571 WEST 2455 SOUTH FROM M (MANUFACTURING) TO C-2 (GENERAL COMMERCIAL)

The City Council previously held a public hearing regarding proposed Ordinance 20-37 that would amend the Zoning Map to show a change of zone for property located at 5571 West 2455 South from M (Manufacturing) to C-2 (General Commercial).

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

Councilmember Lang moved to approve Ordinance 20-37.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-138: RENEW WEST VALLEY CITY'S COMMITMENT TO BEING "IDLE FREE"

Mayor Bigelow discussed proposed Resolution 20-138 that would renew West Valley City's commitment to being "Idle Free".

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

The proposed resolution by the Youth City Council (YCC) encourages citizens and guests to turn off their vehicle's engine when idling for more than one minute unless

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they are forced to idle because of traffic conditions or if idling is necessary for auxiliary power, health and safety, maintenance and repair, or for law enforcement or emergency personnel. The proposed ordinance would permit law enforcement to give a violator a warning for the first offense. A second offense would be an infraction.

Every year, the YCC chooses an area of concern they would like to make impact. This year, they have chosen anti-idling issues. The YCC is concerned about their health and the health of all the City's residents because air pollution can cause or exacerbate serious health conditions such as asthma, heart disease and chronic obstructive pulmonary disease. Other cities such as Draper, Holladay, Salt Lake City, Murray, Cottonwood Heights, Logan, Alta, Sandy, and Park City have previously adopted ordinances or resolutions to reduce emissions of idling vehicles, clear the air, and protect their residents' health. The City adopted a resolution in 2010 encouraging citizens and guests to be idle free. The YCC proposes renewing that position in an updated resolution or adopting an ordinance which would provide for education of the issue and allow for enforcement.

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

Councilmember Fitisemanu moved to approve Resolution 20-138.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 20-139: APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE NATIONAL RECREATION AND PARK ASSOCIATION

Mayor Bigelow discussed proposed Resolution 20-139 that would approve a Memorandum of Understanding with the National Recreation and Park Association.

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

The West Valley City parks and recreation department has been awarded one of only twelve national grants by the NRPA to rehabilitate and enhance certain aspects of Parkway Park. The Parkway Park Enhancement and Play Initiative will include enhancements that will beautify and repair various elements of the park as well as offer new activities for the community.

The Parkway Park Enhancement and Play Initiative will provide improvements and opportunities to Parkway Park including:

- Basketball Courts: reseal courts, new hoops and nets, new lines and artwork painted on courts
- Tennis Courts: paint pickleball court lines
- Game Zone Addition: two cornhole courts, two chess tables/stools, one outdoor table tennis set, hopscotch and four square court created
- Construction of a Pollinator Garden
- Plant additional trees to enhance the tree canopy
- Install recycled benches
- Install graphic design signage for pollinator garden (educational) and sport courts (skill development/drills)
- Provide informal programming

This is a non-matching grant thus West Valley City is not required to provide additional funds for the project. All aspects will be funded in full by grant dollars.

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

Councilmember Fitisemanu moved to approve Resolution 20-139.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes

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Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSIDER APPLICATION SMI-2-2020, FILED BY ELLIOTT SMITH, REQUESTING FINAL PLAT APPROVAL FOR THE TERRAFORM COMMERCIAL SUBDIVISION LOCATED AT 4700 SOUTH 5600 WEST

Mayor Bigelow discussed application SMI-2-2020, filed by Elliott Smith, requesting Final Plat Approval for the TerraForm Commercial Subdivision located at 4700 South 5600 West.

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

Elliott Smith, representing Robert J. Defa et al, is requesting final plat approval for the TerraForm Commercial Subdivision. The subdivision is located on the northwest corner of 4700 South and 5600 West. The subdivision is bordered on the north by vacant ground zoned Agriculture and the west by storage units.

The subdivision will create two lots which will be developed in the future. Lot 1, or the corner lot, will be approximately 1 acre in size, with the remaining property, or lot 2, containing approximately 4 acres in size.

The corner lot is being proposed for a new 7-eleven store which is currently being reviewed by staff. Access to the corner piece will be from both 5600 West and 4700 South. UDOT approval will need to be granted for the 5600 West access. Access to lot 2 will be gained from 4700 South. At the present time, there is no proposed use for that lot.

As part of this application, the developer will be dedicating a portion of 4700 South. The intersection of 5600 West and 4700 South was built to a 53-foot half width. It is not anticipated that a 53-foot half width will be needed west of the 7-eleven. The applicant is coordinating the right-of-way width needed along this section of 4700 South and where a possible transition should occur going west.

The subdivision plat will simply provide the mechanism to divide the property as required by the applicant. The subdivision plat will contain easements and other information applicable to the division of property. Separate applications will be submitted for permitted and/or conditional uses on the two new lots.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City

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Council, and he called for a motion.

Councilmember Buhler moved to approve Application SMI-2-2020.

Councilmember Lang seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSIDER APPLICATION SMI-3-2020, FILED BY SCOTT HELM, REQUESTING FINAL PLAT APPROVAL FOR THE PHIL'S FARM SUBDIVISION LOCATED AT 4180 SOUTH 4625 WEST

Mayor Bigelow discussed application SMI-3-2020, filed by Scott Helm, requesting Final Plat Approval for the Phil's Farm Subdivision located at 4180 South 4625 West.

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

Mr. Scott Helm, is requesting final plat approval for the Phil's Farm Subdivision. The subdivision will consist of 7 lots on approximately 2.4 acres. This equates to an overall density of 2.9 units per acre. Lot sizes range from 10,800 square feet to 15,960 square feet. The average lot size in the subdivision has been calculated at 12,580 square feet.

Access to the subdivision will be gained from existing stub street in the Condie Park Estates No. 3 Subdivision to the south. The subdivision will then terminate in a cul-de-sac. The City's right-of-way is typically a 54-foot width that includes curb, gutter, sidewalk and parkstrip. The right-of-way width coming in from the south does not have parkstrip. The City Engineering Division will allow the new subdivision street to be built with an integral curb, gutter sidewalk design, but will require a parkstrip in the bulb of the cul-de-sac.

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There is an existing sewer easement that cuts through what will be lot 2. As part of the subdivision design, the developer will move the easement to the north side of lot 3. A new sewer easement will be established and will be coordinated with Granger Hunter Improvement District. In addition, storm water enters this property from subdivisions to the south. A new storm drain easement will also be located on the north side of lot 3. Storm water from this property will then be piped north down Condie Lane out to 4100 South. Provisions to accommodate this piping in 4100 South were made prior to the subdivision application.

The subject property has been vacant for years, but staff does not believe it has actively been irrigated. The ditch along the east side of the property will need to be piped. The developer will coordinate any irrigation issues that may be part of this property with the Engineering Division.

The applicant will be required to submit a soils report prior to final plat review. The report will need to be reviewed by the City Building Official and City Engineer. Ground water was not encountered in the Condie Park Estates subdivision to the south. Staff does not believe ground water will be a problem, but a soils report will be required.

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

Councilmember Lang moved to approve Application SMI-3-2020.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

CONSENT AGENDA

- A. **RESOLUTION 20-140: AUTHORIZE THE CITY TO ACCEPT A PUBLIC SIDEWALK EASEMENT FROM CAH PROPERTIES, LLC FOR**

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PROPERTY LOCATED AT 2159 SOUTH CONSTITUTION BLVD

Mayor Bigelow discussed proposed Resolution 20-140 that would authorize the City to accept a Public Sidewalk Easement from CAH Properties, LLC for property located at 2159 South Constitution Blvd.

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

Accept a Public Sidewalk Easement from CAH Properties, LLC, a Utah limited liability company across a portion of property located at 2159 S. Constitution Blvd. This easement is required as part of Artisan Place PUD project located at the above referenced address. During construction it was discovered that a high voltage power pole was located within the alignment of the required sidewalk could not be relocated. As a result, a portion of the public sidewalk was shifted slightly around the pole and outside of the public right-of-way. A Public Sidewalk Easement was required for the portion of the sidewalk located outside of the public right-of-way.

As a small portion of the required sidewalk falls outside of the existing public right-of-way, a Public Sidewalk Easement was required as a condition of approval for this project the current phase of the project.

B. RESOLUTION 20-141: AUTHORIZE THE CITY TO ACCEPT A STORM DRAIN EASEMENT FROM MARIA, CHARLES, DANIEL, AND RACHELL PECK FOR PROPERTY LOCATED AT APPROXIMATELY 3684 SOUTH 4800 WEST

Mayor Bigelow discussed proposed Resolution 20-140 that would authorize the City to accept a Storm Drain Easement from Maria, Charles, Daniel, and Rachell Peck for property located at approximately 3684 South 4800 West

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

The Public Works Department has prepared plans for a storm drain project to address flooding problems on Tecumseh Street and Pavant Avenue. The plans include the extension of the storm drain through the Peck Property to connect into the existing storm drain in 4800 West.

This parcel located at 3684 South 4800 South thus will be affected by the construction of the Tecumseh Storm Drain Project.

In 2007 the Pecks had received approval for the Butters Park Subdivision which was never built. The proposed city drainage pipe will follow the alignment of the storm drain proposed for the previously approved

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subdivision. As such, the Storm Drain Easement has been granted to West Valley City without additional compensation.

C. RESOLUTION 20-142: AUTHORIZE THE CITY TO ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FROM GREGORY BALLAINE FOR PROPERTY LOCATED AT APPROXIMATELY 3684 SOUTH 4800 WEST

Mayor Bigelow discussed proposed Resolution 20-142 that would authorize the City to accept a Temporary Construction Easement from Gregory Ballaine for property located at approximately 3684 South 4800 West.

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

The Public Works Department has prepared plans for a storm drain project to address flooding problems on Tecumseh Street and Pavant Avenue. The plans include construction of a perforated 15 inch reinforced concrete pipe and inlet boxes in Tecumseh Street to collect surface and ground water in Tecumseh Street and Pavant Avenue.

This parcel located at 4851 W Pavant Ave will be affected by the construction of the Tecumseh Storm Drain Project.

Mr. Ballaine has a sump pump in the basement of his home which pumps ground water from the basement. The ground water currently flows down the driveway and over the public sidewalk to the curb and gutter. As part of the project, a small inlet box will be constructed behind the sidewalk in the driveway and a pipe will extend from the inlet box to the storm drain pipe in Tecumseh Street. As such, the Grant of Temporary Construction Easement will allow for construction of the box on the Ballaine property.

D. RESOLUTION 20-143: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM ROBERT BARMAN FOR PROPERTY LOCATED AT 3883 SOUTH MARCUS ROAD

Mayor Bigelow discussed proposed Resolution 20-143 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and From Robert Barman for property located at 3883 South Marcus Road.

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

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The Robert D. Barman property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

The Warranty Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of \$300.00 was based upon appraisal reports prepared by Integra Realty Resources for other parcels in the neighborhood.

E. RESOLUTION 20-144: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A WARRANTY DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM MONTE KEELE, W. SCOTT KEELE, AND DORIS KEELE ANDERSON FOR PROPERTY LOCATED AT 3843 SOUTH MARKET STREET

Mayor Bigelow discussed proposed Resolution 20-144 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Warranty Deed and Temporary Construction Easement with and From Monte Keele, W. Scott Keele, and Doris Keele Anderson for property located at 3843 South Market Street.

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

The Monte K. Keele and W. Scott Keele and Doris Keele Anderson property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.

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

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

Councilmember Buhler moved to approve the items on the consent agenda.

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Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

UNFINISHED BUSINESS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-4-2020, FILED BY JEFFREY AND KRISTINE NAYLOR, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO BRP (BUSINESS RESEARCH PARK) ON PROPERTY LOCATED AT 1078 WEST PARKWAY AVENUE

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled August 18, 2020, in order for the City Council to hear and consider public comments regarding application Z-4-2020, filed by Jeffrey and Kristine Naylor, requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to BRP (Business Research Park) on property located at 1078 West Parkway Avenue.

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

Jeffrey and Kristine Naylor have requested a zone change for a portion of a parcel at 1078 West Parkway Avenue from A (agriculture, minimum lot size ½ acre) to BRP (business/research park). After excluding the east 37', the property proposed for rezoning is 0.8 acre. The subject property is designated as business park in the West Valley City General Plan.

Surrounding zones include A to the south, east and a portion of the north and BRP to the west and the remaining north portion. Surrounding land uses include the applicant's home to the east, the Khadeeja Islamic Center to the south, Metro Business Park buildings to the west and a portion of the north, and a Salt Lake County park for the remaining north portion. The property is currently vacant.

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The applicant has submitted a concept plan that shows a 6,000 square foot cabinet assembly plant and warehouse building. Also included is a letter from the applicants. Since the proposed building will include a light industrial use, the City's commercial design standards will apply. Curb, gutter and sidewalk will be required along the property frontage as part of the site plan approval process.

Mayor Bigelow opened a Public Hearing.

Fred Cox stated that this looks like a good use for the area as long as there is no objection from neighboring properties.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-29, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 1078 WEST PARKWAY AVENUE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO BRP (BUSINESS RESEARCH PARK)

The City Council previously held a public hearing regarding proposed Ordinance 20-29 that would amend the zoning map to show a change of zone for property located at 1078 West Parkway Avenue from A (Agriculture, Minimum Lot Size 1/2 Acre) to BRP (Business Research Park).

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

Councilmember Lang moved to approve Ordinance 20-29

Councilmember Nordfelt seconded the motion.

Councilmember Nordfelt stated that the property is in disrepair. He indicated that it will be greatly improved by approval.

A roll call vote was taken:

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

MINUTES OF COUNCIL REGULAR MEETING – SEPTEMBER 1, 2020

-17-

Majority.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, SEPTEMBER 1, 2020 WAS ADJOURNED AT 7:11 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, September 1, 2020.

Nichole Camac, CMC
City Recorder

Item #:	
Fiscal Impact:	\$100,000
Funding Source:	General Fund Balance
Account #:	45-9610-40750-75266
Budget Opening Required:	Yes

ISSUE:

Bangerter Highway Interchange Concept Study Contract

SYNOPSIS:

This is a contract with Avenue Consultants to analyze traffic data, model future conditions, and prepare two high-level conceptual design options for new grade-separated interchanges at all Bangerter Highway Interchanges in West Valley City.

BACKGROUND:

UDOT is converting all at-grade interchanges on Bangerter Highway to freeway style grade-separated interchanges. Please see the attached memo for additional information regarding UDOT’s Bangerter Highway schedule.

Concerns have been expressed about the effects on the City’s transportation system and adjacent properties, including: effects on east-west traffic, possible closure of some current Bangerter Highway accesses, possible construction of one-way frontage roads, impacts on businesses and neighborhoods, loss of landscaping adjacent to the corridor, impact to Stonebridge Golf Course, coordination with active transportation plans crossing the corridor, and planning for new growth in Lake Park Business Center.

These are all legitimate concerns which normally would be evaluated during the UDOT environmental process, at UDOT’s expense. Past experience on the Mountain View Corridor project has shown that City staff and officials would have numerous opportunities during the environmental process to express concerns and work with UDOT to find acceptable solutions. The City’s study would be at least partially redundant, since UDOT will conduct its own current traffic data collection and analysis and develop concept designs.

The advantage for the City in conducting its own high-level study, would be to get a head start on the process, and enable the City to predetermine preferences and recommend solutions to UDOT.

RECOMMENDATION

None.

SUBMITTED BY:

Russell Willardson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AVENUE CONSULTANTS, INC. FOR A STUDY OF TRAFFIC PATTERNS AND FUTURE IMPROVEMENTS ON BANGERTE HIGHWAY.

WHEREAS, the City wishes to perform a study concerning traffic patterns and future improvements on Bangerter Highway between 4100 South and SR-201; and

WHEREAS, the City desires to contract with a qualified firm to perform said study; and

WHEREAS, Avenue Consultants, Inc. ("Avenue") is able and willing to provide said services; and

WHEREAS, an agreement has been prepared by and between the City and Avenue, a copy of which is attached hereto (hereinafter, the "Agreement"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

MEMO

TO: WAYNE PYLE, CITY MANAGER

FROM: RUSSELL WILLARDSON, P.E., PUBLIC WORKS DIRECTOR

SUBJECT: BANGERTE HIGHWAY INTERCHANGES UPDATE

DATE: JUNE 30, 2020

In May, the State Transportation Commission approved funding to the current STIP of \$8 Million for the Bangerter Highway State Environmental Study. The study includes all the remaining interchanges: California Ave to 3500 South, 4100 South, 4700 South, 9800 South, 13400 South, and 2700 West. The STIP is UDOT's official work plan for the development of projects through conception, environmental studies, right-of-way acquisition, planning and advertising for construction, for all sources of funds.

The funding is scheduled for 2025. So, it will be a few more years before UDOT hires a consultant and begins the environmental study. The environmental study includes 30% design work. There will be opportunities for City staff and the public to give input on the project design during the environmental process.

Normally, environmental studies and preliminary engineering begin 2 to 5 years ahead of construction. The priority list released by UDOT in November 2018 showed interchanges at 4700 South and 9800 South to be funded next, followed by the interchanges through West Valley City, and finally new interchanges on the south end at 13400 South and 2700 West.

At this point, UDOT's construction schedule is not finalized. These projects will likely not be let as one contract. Additional transportation bonding by the legislature could accelerate construction. Previously, UDOT Region 2 estimated construction through West Valley would likely be 5 to 10 years out. That still appears to be a reliable estimation.



March 10, 2020

Russ Willardson
Public Works Director
West Valley City
3600 S Constitution Boulevard
West Valley City, UT 84119

Subject: WVC Bangerter Highway; 4100 S to SR-201 Concept Study

Avenue Consultants (Avenue) will perform a traffic and concept study of Bangerter Highway from 4100 South to SR-201 to identify potential roadway improvements that will accommodate long term traffic demands. Avenue will develop preliminary concept designs (limited to the segment of Bangerter Highway from 3500 South to SR-201) of the resulting recommended improvements. The result of this effort will be a better understanding of how different project options will benefit traffic and what the associated property impacts would be. Avenue will closely coordinate and work with West Valley City on this study. The scope of work is further described below.

Scope of Work

Task 1: Project Management & Meetings

This task covers internal project management over the course of the study and project team meetings with West Valley City. It is assumed that there will be up to four project team meetings at key times such as to review traffic analysis results, brainstorm improvement concepts, and present concept designs.

Assumptions:

- Up to four project team meetings will be held at West Valley City Hall
- Avenue will hold an internal brainstorming meeting before holding a similar meeting with WVC staff

Deliverables:

- Monthly project reports and invoices

Task 2: Traffic Analysis

This task covers the analysis portions of the study and is broken into the following sub-tasks.

Data Collection & Observations

Existing turning movement traffic volumes will be counted at the following nine signalized intersections:

- Bangerter & 4700 S
- Bangerter & 4100 S
- Bangerter & 3500 S
- Bangerter & 3100 S
- Bangerter & Parkway Blvd
- Bangerter & Lake Park Blvd
- Bangerter & 2100 South
- Bangerter & SR-201 (2)

Intersection counts will be performed for two hours on a typical weekday (Tuesday, Wednesday, or Thursday) for the AM peak period (7:00 AM – 9:00 AM) and the PM peak period (4:00 PM – 6:00 PM) at each study intersection. Field observations will be performed during the traffic counts to better understand traffic issues in the area.

Initial _____

6605 South Redwood Road, Suite 200 • Taylorsville, UT 84123 • 801-207-7660

www.avenueconsultants.com

Traffic Operations Analysis

Peak hour existing conditions VISSIM models for the AM and PM peak hours will be built for the study intersections from the existing model developed by UDOT and calibrated based on traffic observations in the field. The following scenarios will be analyzed:

- Existing Build – the proposed modifications with existing traffic volumes
- Future No Build – future traffic volumes with no modifications
- Future Build – the proposed modifications with future traffic volumes

The Future Build option will include two improvement scenarios and will be evaluated for the AM and PM peak hours. Measures of effectiveness such as delay and queue lengths will be extracted from the models and used to evaluate the effectiveness of the proposed modifications and to inform conceptual design details.

The WFRC travel demand model will be used to estimate future year volumes in the area for both the AM and PM peak hours, which will then be used in estimating how the proposed modifications may operate in the future for the selected peak hour. The determination of the future traffic analysis year will be made in consultation with West Valley City.

Traffic Memo

Avenue will develop a brief traffic evaluation memo that summarizes the evaluation process. We will utilize smart graphics to help tell the story of the traffic benefits and drawbacks of the various options that we will evaluate.

Assumptions:

- Existing conditions Vissim model will be provided by UDOT to WVC
- Traffic analyses will be performed for AM and PM peak hours

Deliverables:

- Brief traffic evaluation memo focusing on graphics

Task 3: Conceptual Designs & Estimates

This task will cover the work to develop preliminary concept designs for the top two alternatives from Task 1. Avenue will utilize Google Imagery and existing parcel data from the County Assessor to better understand existing ROW. Although the parcel data is not exact, it will be used to better understand potential constraints and impacts when developing proposed modifications.

A high-level conceptual design will then be prepared for the recommended improvements, which will not include any vertical design. Cost estimates will be prepared based on the conceptual design and the other gathered concept data.

Avenue will also develop a concept report that will help organize preliminary concept design layouts in exhibits, concept estimates of the detail that goes into developing the estimate, and any assumptions associated with the concept design.

Assumptions:

- Limits of preliminary designs will be from 3500 S to SR-201
- Preliminary designs will be developed for up to two improvement options
- Concept will include horizontal layout only (no vertical design)
- Survey, utilities, ROW, grading, and other details will not be included

Deliverables:

- Concept designs for up to two improvement options
- Concept report



Schedule

The above scope of work will be performed with in five (5) months of notice to proceed (NTP).

Cost Estimate

The total estimate to complete the above scope of work is **\$99,940**. See the **accompanying PDF** for an hours and cost breakdown. Time will be unit price and billed on a time and materials basis.

After you have **countersigned and initialed each page** of this document, please return a copy to serve as a contract for this project.

We appreciate the opportunity to submit this proposal. Please feel free to contact me with any questions you might have at blake@avenueconsultants.com or at 702-808-9277. We look forward to working with you on this project.

Sincerely,

Blake Unguren, PE
Project Manager
Avenue Consultants Inc.

Accepted by:
(please print) _____

Signature: _____

Representing: _____

Date: _____

Approved as to form 8/26/2020

Brandon Hill

Initial _____



STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS apply to, and are made part of, the attached letter agreement ("Agreement") by and between AVENUE CONSULTANTS, INC. ("Consultant"), a Utah corporation, and the client ("Client") referenced in the signature block on the accompanying Agreement.

WITNESSETH THAT, in consideration of the premises and covenants hereinafter set forth, the parties agree as follows:

1. **Manner of Payment.** Client shall pay Consultant the amount noted in the Agreement as consideration for the services described. Monthly invoices will be submitted for progress payments, for time and materials tasks, and for reimbursable items. Full payment is due upon receipt of invoice. Final billing invoices will also be submitted at final completion of each task item. Full payment for final billing invoices is due at final completion (submittal). All invoices are due within thirty (30) days after date of invoice. The Consultant, at his option, may stop work on any account that is delinquent. In that case, Consultant will notify Client that work has ceased. Client also agrees to pay all costs, including attorney's fees and court costs, incurred by Consultant to collect on past due invoices.
2. **Client's Approval and Acceptance of Work.** The work performed and billed for by Consultant shall be deemed approved and accepted by Client as and when invoiced unless Client objects within thirty (30) days of the invoice date by written notice specifically stating the details in which Client believes such work is incomplete or defective.
3. **Cooperation, Assistance and Access.** Client agrees to cooperate in every way reasonably requested by Consultant to expedite the completion of the work set forth in this Agreement. Client agrees to assist in expediting the work being performed under this Agreement where reasonably possible and to act as a direct liaison between Consultant and the approval agencies and utilities involved. This cooperation and assistance is a direct factor in the determination and establishment of the fees quoted herein. Client agrees to provide Consultant access to the property involved and to make available any records, documents, deeds or other items requested by Consultant for the reasonable pursuit of the completion of the work. All information, data, reports, records and maps with respect to the project which are available to Client and which Client deems reasonably necessary for the performance of work set forth in the Agreement, shall be furnished to Consultant without charge by Client.
4. **Extra Services of Fees.** Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates. Prior to performing any such work, Consultant shall provide Client with a bid and scope of work for such extra work. For clarity purposes, the following are considered by the parties as "extra work" and are outside the scope of this Agreement: (i) cost or replacement of staking destroyed by an act of God or parties other than Consultant; (ii) additional office or field work caused by policy or procedural changes of governmental agencies that could not have been discovered or ascertained by Consultant through reasonable due diligence; and (iii) changes in the project and work necessitated by any of the causes described in Paragraph 17 hereof.
5. **Term of Agreement.** Unless otherwise provided herein, this Agreement shall remain in effect until all work is completed and delivered by Consultant, accepted by Client, and payment has been received by Consultant. This Agreement is subject to good faith renegotiation by the parties if there is a substantial and material change to the scope of work requested by Client.
6. **Agency Approvals.** Consultant agrees to assist Client in obtaining the reasonable necessary or required agency approvals for the project. If inordinate or unreasonable amounts of time (exceeding 10% of the scope cost as calculated using documented time and published hourly rates) are required by the governmental agency or agencies, Consultant shall have the right to refuse such further contact unless a reasonable compensation schedule is agreed to between Client and Consultant. Consultant agrees to attend reasonable zoning or subdivision plat review and/or approval meetings with various governmental agencies if requested by Client, but will not be requested to give any advice other than engineering advice.
7. **Personnel.** Consultant agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of Client. All of the services required hereunder shall be performed by Consultant and all personnel engaged therein shall be fully qualified under applicable federal, state and local law to undertake the work performed by them. Consultant assumes full and sole responsibility for the payment of all compensation and expenses of such personnel and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.
8. **Changes to Work.** All changes required to plans by governmental agencies or utility companies after the plans or plats have received final approval shall be paid for by the Client as extra work at Consultant's then current hourly rates.
9. **Ownership of Documents.** The work papers, drawings, photographs and any other written or graphic material, hereinafter materials, prepared by Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the sole author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies of Consultant's materials for information and reference in connection with the Client's use on the Project. Consultant shall not be liable for the Client's use of Consultant's materials on other projects or for changes to this project that are made without the express written consent of the Consultant.

Initial _____



10. **Estimated Completion Date.** The estimated completion date contained in this agreement is merely an estimation. However, time is of the essence as to all matters arising out of this Agreement and Consultant shall be responsible for any delay caused by Consultant. Any material delay that is caused by negligent acts of the Consultant and was within the control of Consultant shall be cause for termination of this Agreement by Client without penalty or further payment and with the right to receive all work products for which payment has been made. It shall be the duty of Consultant to periodically contact Client with regard to the progress of the work while the furtherance of the work/project is within the control of Consultant. It will equally be the duty of Client to periodically contact Consultant with regards to the progress of the project while the furtherance of the project is within the control of Client. Consultant is not bound by the estimated completion date when Consultant has not caused any material delay.
11. **Governmental Interference.** Any delay or stoppage of work caused by governmental interference or action shall result in a commensurate extension for the time of completion of that work by Consultant.
12. **Early Termination.** Consultant or Client shall have the right to terminate or suspend the engineering services provided for under this Agreement at any time by notifying the other party of such intention in writing. As to Consultant, the Client's notice shall be effective as of the close of the business day of receipt. If termination is not caused by Consultant's breach, Client agrees that within ten (10) days of said notice to pay Consultant the amounts described in paragraphs 16 and 17.
13. **Cessation of Work.** If Consultant is not in breach, any work, which is stopped (i.e., Client gives notice to Consultant not to submit any work product related to the project for further review or approval of any governmental agency and such decision is not made at the request or advice of Consultant) by Client for more than ninety (90) days, the parties shall be required to renegotiate fees for services to be rendered, unless Client's work cessation notice involves the cancellation of this Agreement, in which event such cessation involving cancellation, in addition to the amounts contained in the next sentence of this paragraph, shall be subject to paragraph 18. If Consultant is not in breach, any work stopped (under the scope of cessation as previously noted) for a period of sixty (60) days, but not more than ninety (90) days, shall be subject to a ten percent (10%) increase in the then remaining balance unpaid to Consultant under this Agreement (excluding extra work items and reimbursable costs), unless Client's work cessation notice involves the cancellation of this Agreement.
14. **Fees Upon Suspension, Abandonment, Termination, Cancellation.** In the event any or all portion of the work prepared or partially prepared by Consultant is suspended, abandoned or terminated due to Client's request, Client shall pay Consultant for invoices submitted and work performed and delivered to Client (including, without limitation, any "extra work") on a percentage completion basis. Reimbursable expenses shall be paid if incurred (or in documented progress of being incurred) on or before Client's request for the suspension, abandonment or termination of the work.
15. **Automatic Expiration.** This Agreement between Client and Consultant shall automatically expire and/or no longer be acceptable upon either of the following:
 (a) Work is not commenced within forty-five (45) days of this Agreement date; or
 (b) This Agreement is not signed by Client and returned to Consultant within thirty (30) days of Consultant's signing.
16. **Client's Approval and Acceptance of Work.** The work performed and billed for by Consultant shall be deemed approved and accepted by Client as and when invoiced unless Client objects within thirty (30) days of the invoice date by written notice specifically stating the details in which Client believes such work is incomplete or defective.
17. **Rights Upon Non-Payment or Breach by Client.** Provided Client is first in breach, in the event Client fails to pay Consultant as set forth in this Agreement or in the event of any other material breach by Client, Client agrees that, in addition to any other remedy available at law or in equity, Consultant shall have the right at Consultant's election to terminate this Agreement and receive compensation in accordance with Paragraph 18 hereof, or, at Consultant's option, to suspend work until the default is cured.
18. **Attorneys' Fees.** In the event that either party brings an action or claim arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable and actual attorneys' fees incurred, as well as costs incurred, as well as expert witness fees. Such fees shall include, but shall not be limited to, reasonable attorneys' fees incurred by the enforcing party in retaining an attorney to correspond with the other party or its legal counsel regarding the enforcement of any matter related to this Agreement.
19. **Indemnification.** Client shall indemnify, and hold Consultant harmless from any and all cost, expense, claim, damage or liability of any nature arising from:
 (a) changes in plans or specifications made by Client that conflicts with Consultant's delivered work product;
 (b) use by Clients of plans, surveys or drawings unsigned by Consultant or for any purpose other than the specific purpose for which they were designed;
 (c) job site conditions and performance of work on the project unless the condition is created by Consultant;
 (d) inaccuracy of data or information supplied by Client; and
 (e) Consultant shall indemnify, and hold Client harmless from any and all cost, expense, claim damage or liability of any nature arising from Consultant's performance of this Agreement.
20. **Delays by Consultant Not A Breach.** Any delay or default in the performance of any obligation of Consultant under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal

Initial _____

commercial channels, failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, late, slow or faulty performance by Client, other contractors (other than contractors engaged by Consultant) or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work, or any other cause beyond Consultant's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the work product delivery obligations (as to timeliness only) of Consultant as long as performance is delayed or prevented thereby, and the fees due hereunder may be subject to adjustment pursuant to Paragraph 17.

21. **Representations and Warranties.** Consultant makes no representations or warranties, either expressed or implied, as to his findings, recommendations, specifications or professional advice provided hereunder except that the same will be promulgated and prepared in accordance with the local standards of the engineering profession.
22. **Damages.** No party shall be liable to the other for any incidental or consequential damages for any breach of warranty or other breach of this Agreement.
23. **Assignment.** Neither Client nor Consultant shall assign his interest in this Agreement without the written consent of the other, but Consultant may subcontract (to a qualified subcontractor) any portion of the work to be performed hereunder without such consent. Consultant shall be responsible for the work product (including, without limitation, any defects thereto) of any such subcontractor.
24. **Professional Liability Insurance.** Consultant shall provide, at its sole cost and expense, Professional Liability Insurance, including Prior Acts Coverage, which covers Consultant's professional liability for the services provided herein, which must be in a form satisfactory to Client, and which meets limits of liability to be not less than a combined single limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Consultant shall also maintain commercial general liability insurance, business automobile insurance, and worker's compensation insurance in amounts acceptable to the Client for the duration of the agreement.
25. **Modification/Termination.** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing. The term "Agreement" as used herein includes any existing or future written addendums, schedules, exhibits, amendments, modifications or supplements made in accordance herewith. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant. This agreement may be terminated for convenience and without cause by either party upon seven days' written notice.
26. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Utah. This Agreement shall inure to the benefit of and be binding upon the assigns of each of the parties hereto.
27. **Entire Agreement.** This Agreement sets forth the entire understanding between the parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, letters of understanding or other promises, whether oral or in writing.

Initial _____

20-146: Approve a Cooperative Agreement Between the...

Item: _____
Fiscal Impact: \$500,000
Funding Source: State Transportation Investment Funds
Account No: 45-9610-40750-75239-0000

Budget Opening Required: Yes

ISSUE:

Execute UDOT Cooperative Agreement – 2550 South from 5600 West to 8000 West – Local Agency West Valley City

SYNOPSIS:

A cooperative agreement with UDOT for the construction of 2550 South between 5600 West and the city limits

BACKGROUND:

Under the 2018 Senate Bill 234 (Utah Inland Port Authority Bill), it was directed that the Department of Transportation shall fund, from money designated in the Transportation Investment Fund for that purpose, the completion of 2550 South from 5600 West to 8000 West, with matching funds from the county in which the road is located.

Total funding was in the amount of \$4,000,000, with funding coming from UDOT and Salt Lake County in equal shares.

This agreement provides for the final \$500,000 from UDOT.

The Public Works Department will use the funds for the design and construction of 2550 South. The first segment was completed in 2019. The next phase east of 6000 West to 2400 South over Mountain View Corridor, is anticipated to be completed in 2021.

RECOMMENDATION:

Execute the UDOT Cooperative Agreement for the funding of 2550 South.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COOPERATIVE AGREEMENT
BETWEEN THE CITY AND THE UTAH DEPARTMENT OF
TRANSPORTATION FOR FUNDING FOR THE COMPLETION OF
2550 SOUTH.**

WHEREAS, the City wishes to complete the construction of 2550 South (the “Project”); and

WHEREAS, the Utah Department of Transportation (“UDOT”) is willing to provide funding for the Project, contingent upon execution of an appropriate agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

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

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



State of Utah
Department of Transportation

Cooperative Agreement Local Agency Performing Work	Design and Construction of 2550 South from 5600 West to 8000 West Local Agency: West Valley City	Estimated value of scope of work \$500,000.00
Pin: 17015 Job/Project: S-R299(301)	Tracking number:	Agreement number:

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and West Valley City, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

Description of Work and Funding: Local Agency will design and construct a highway on 2550 South from 5600 West to 8000 West. Pursuant to Utah Code Section 11-58-207(1) and with money designated in the Transportation Investment Fund for that purpose, UDOT will provide funding for the design and construction of 2550 South from 5600 West to 8000 West. Salt Lake County will provide the matching funds for this highway. UDOT is advancing \$500,000.00 from the Transportation Investment Fund to the Local Agency for the sole purpose of designing and constructing the highway. The funds cannot be used for any other purpose. Local Agency shall provide updates and any other information requested by UDOT concerning the design and construction expenses.

Costs to include:

<i>Item #</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Estimated Cost</i>
	Design and Construct			\$500,000.00
	<i>Maximum total cost</i>			<i>\$500,000.00</i>

Estimated design and construction completion date:

Any additional costs above the \$500,000.00 will require another agreement. UDOT will pay the amount to the Local Agency within 30 days from the date of this Agreement. If the project costs less than the estimated amount, the Local Agency shall refund the remaining amount equally between UDOT and Salt Lake County.

Provisions

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Miscellaneous:

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

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

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

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

This Agreement may be executed in counterparts by the parties.

This agreement contains the entire understanding between the parties concerning the payment.

VII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

West Valley City				Utah Department of Transportation			
By		Date		By		Date	
Ron Bigelow , Mayor				Brian Allen, Project Manager			
By		Date		By		Date	
Title / Signature of additional official if required				Lisa Wilson, Region Director			
By		Date		By		Date	
Title / Signature of additional official if required				Comptroller's Office			

Approved as to Form 8/26/2020

Brandon Hill

