MIDVALE CITY, UTAH
RESOLUTION 2019-R-46

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LOCAL
GOVERNMENT UNDERSTANDING AND AGREEMENT WITH WASATCH
FRONT REGIONAL COUNCIL FOR THE MID-VALLEY ACTIVE
TRANSPORTATION PLAN

WHEREAS, to better serve the needs and improve the health of its residents, the
City desires to complete an active transportation plan; and

WHEREAS, the City has been awarded grant funding from Wasatch Front Regional
Council ("WFRC") to complete the Mid-Valley Active Transportation Plan ("the Plan") in
partnership with Millcreek, Holladay, Cottonwood Heights, Murray, and Taylorsville; and

WHEREAS, WFRC has negotiated a contract and scope of work with Avenue
Consultants and Fehr and Peers to complete the Plan, which the City has reviewed and
accepted; and

WHEREAS, WFRC seeks assurance that the City will provide support as outlined
in the scope of work, assign a local representative to manage the City’s contributions to the
project, and earnestly consider the final products for adoption and has prepared a Local
Government Understanding and Agreement to obtain such assurance; and

WHEREAS, the City Council desires to grant such assurance to WFRC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
MIDVALE CITY, STATE OF UTAH, that they do hereby authorize the Mayor to enter
into a Local Government Understanding and Agreement with Wasatch Front Regional
Council for the Mid-Valley Active Transportation Plan, subject to any terms and conditions
required by Midvale City’s legal counsel.

PASSED AND APPROVED this 1st day of OCTOBER, 2019.

Robert. M. Hale, Mayor

Attest:

Rori Andreason, MMC
City Recorder

Voting by Council
Bryant Brown
Dustin Gettel
Paul Glover
Paul Hunt
Quinn Sperry

“Aye” “Nay”
TRANSPORTATION AND LAND USE CONNECTION
AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: __________

1. CONTRACTING PARTIES: This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

   Consultant Name: Avenue Consultants, Inc
   Address: 6575 S. Redwood Rd., Ste. 101, Taylorsville, UT 84123
   Phone Number: 801-716-2459
   Fed ID No: 56-6673543

2. REASON FOR CONTRACT: The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment A. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the Southwest Salt Lake County Shared Vision and Growth Strategy project.

3. PROJECT / CONTRACT PERIOD: The project / Agreement will terminate on January 31, 2021 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.

4. CONTRACT COSTS: The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.

5. ATTACHMENTS: Included as part of this contract are the following attachment
   Attachment A – Standard Terms and Conditions
   Attachment B – Scope of Work and Services
   Attachment C – Consultant Budget and Responsibilities
   Attachment D – Local Government Understanding and Agreement

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

CONSULTANT

By: ____________________________
Date: __________________________

WASATCH FRONT REGIONAL COUNCIL

By: ____________________________
Date: __________________________
CERTIFICATION OF CONSULTANT

I hereby certify that I, ___________________________ , am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

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

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

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

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

__________________________  ____________________________
Date  Consultant Signature / Title

CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

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

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

__________________________  ____________________________
Date  Andrew Gruber, Executive Director
       Wasatch Front Regional Council
1. **Employment of CONSULTANT.**

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment A based on the budget in Attachment C.

2. **Scope of Services by CONSULTANT.**

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. **Contract Changes.**

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. **Project Oversight.**

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Megan Townsend, mtownsend@wfrc.org.

5. **Personnel.**

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. **Subcontractors.**

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC.

7. **Time Performance.**

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.
8. **Compensation.**

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of $300,000.

9. **Method of Payment.**

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Megan Townsend, mtownsend@wfrc.org. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work. All invoices must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice.

10. **Records.**

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. **Products.**

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B.

12. **Disputes.**

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.
The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. **Termination of Agreement.**

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials, said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. **Law Abiding.**

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. **Trust.**

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. **Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.**

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. **Certification Regarding Restrictions on Lobbying.**

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. **Interest of Members of WFRC and Others.**
No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. **Findings Confidential.**

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. **Publication, Reproduction and Use of Material.**

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. **Limitation of Rights.**

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. **Hold Harmless.**

CONSULTANT shall defend, indemnify and save harmless the WFRC, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortious or negligent acts, errors, or omissions of CONSULTANT, its agents, officers and employees.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.
23. **Insurance.**

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ $500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. **Independent Contractor.**

CONSULTANT shall be an independent contractor in the performance of services herein.

25. **Representative of WFRC.**

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.
Attachment B: Mid-Valley Active Transportation Plan

Avenue Consultants, Fehr and Peers
Scope of Work Services

Overview
Our goal is to create a cohesive active transportation plan for the cities of Cottonwood Heights, Holladay, Midvale, Millcreek, Murray, and Taylorsville that will provide connections and develop an active transportation backbone network across all six cities. Our course of action focuses on collaborating with city staff, key stakeholders, and the public at multiple times around the improvements they would like to see in the active transportation network. This be will accomplished with the use of rigorous technical analysis, solid planning fundamentals, defensible recommendations, and compelling visuals that bring options to light and tell the story of what active transportation can look like across the six cities. Our basic course of action follows a six-task process. Below is a detailed description of our course of work.

Group Definitions
Study Team: Members of the consultant’s team and WFRC
Steering Committee: one representative from each of the six cities
Key Collaborators: a larger group of representatives from the cities along with other agencies. This can include up to four participants from each city other than the Steering Committee representative. For example, it can include the city engineer, or public works director, or economic development director, planning commissioner, city council members, concerned resident, etc. Key Collaborators also include representatives from UDOT, UTA, Bike Utah, SLCCBAC, etc. This group will be somewhat self-selected and is expected to meet three times: for the bike tour, the vision workshop, and the brainstorm.

Public Engagement and Community Outreach: is incorporated throughout the process. Each of our major tasks in this project has a public engagement component that is designed to influence the project through listening to the comments and concerns of the community. Each occurrence of engagement or outreach is called out with bold italic text in this scope of services.

Task 1: Project Management
Avenue Consultants (Thomas McMurtry) will lead the consultant team and coordinate all planning efforts with WFRC and each of the six cities involved the Mid-Valley Active Transportation Plan (Mid-Valley ATP), and Key Collaborators including other major stakeholders like Salt Lake County, UTA, and UDOT.

Kick-off Meeting: We will schedule and create an agenda for an initial project kick-off meeting with the Study Team and Steering Committee. This meeting will define the roles of the participants, establish the project website, discuss communication channels, go over the schedule, and review the scope to ensure consistent expectations.
Project Team Meetings: We will hold internal project team meetings throughout the project to coordinate efforts among the consultant team. Additional attendees from WFRC will be included on an as needed basis.

Steering Committee Meetings: We will schedule and host ten Steering Committee meetings, which will include representatives from WFRC and each of the six cities at key milestones during the project to review and gather input on the work completed to date and provide updates on the schedule and upcoming activities. Three of these meetings (bike tour, vision workshop, and brainstorm) will include the Key Collaborators as well.

Assumptions:
- One combined kick-off meeting will be held for all cities
- A series of internal team meetings
- Ten Steering Committee meetings held throughout the project

Deliverables:
- Meeting agendas
- Meeting materials
- Meeting notes as needed

**Task 2: Visioning**

Develop a study vision and identify clear and actionable goals based on each city's active transportation needs and objective for the backbone network.

Identify Key Collaborators: We will work with WFRC and the Steering Committee members to identify Key Collaborators from each city that will participate at various stages of the project. This could include the city public works director, city manager, planning commission, city council member, or others. After identifying these collaborators, we communicate with each of them to ensure they understand the expectations of their role on the project. We will also work with staff from each of the six cities to identify existing communications channels (e.g. social media, city websites) that we will use to communicate with residents throughout the project.

Project Team Bicycle Tour: We will organize and lead a bicycle tour through established bicycle facilities within Salt Lake County for members of the Steering Committee, WFRC, and our Key Collaborators to show the functionality various solutions that could be implemented as part of the Mid-Valley ATP. The project team will be responsible for planning the route and guiding the group on the day-of.

Determine Team Vision Statement & Goals/Objectives: We will organize and facilitate an Area Vision Summit that brings together the Key Collaborators identified above, the Steering Committee, UDOT, UTA, SLCCBAC, and Bike Utah. During this summit, we will establish 1) the area context (including confirmation of study area boundaries), 2) regional and local constraints (including environmental, geographical, and community), and 3) develop a consensus-driven Vision statement and community-specific goals and objectives for the study.
Organize Information - GIS Story map: We will update our existing interactive website (www.midvalleyatp.com) to include the study’s vision, goals, and objectives to memorialize this work and help guide subsequent tasks.

Assumptions:
- The bike tour will likely be around two to three hours depending on stops and discussions
- The bike tour and vision summit won’t occur on the same day
- WFRC will be responsible for scheduling the facility bike tour

Deliverables:
- A project website
- The bike route map prior to the bike tour
- A documented vision statement and project goals sheet

Task 3: Brainstorm

Brainstorm a universe of potential project options and draft a backbone network/project list that includes all Steering Committee, agency and public input.

Develop, Launch, & Collect Community Survey: We will build an online, map-based survey using Maptionaire which will allow members of the public to design their preferred options for active transportation facilities by placing pins and/or drawing lines on a map. We will share draft questions with the Steering Committee prior to the survey launch. The survey will also include directed questions linked to the map for users to provide details about needs/preferences, vision for active transportation in the communities, and knowledge of existing gaps/barriers in the network. We will work with city staff to make the survey available on the Cities’ websites, and a link will be e-mailed out to key individuals and posted to existing City social media sites (Facebook, Twitter, Instagram, etc.) to have maximum exposure.

Identify Needs & Opportunities through City 1 on 1s: We will facilitate six separate city focused 1-on-1 meetings (one per city) to identify area needs and opportunities. These personalized meetings will allow each city the freedom to discuss community-centric needs and opportunities, without having to worry about perception or bias from any other influence.

Brainstorm Options – Internal: We will hold an internal team brainstorming session with the consultant team to develop an initial list of solutions which we will use to help start the discussion during the formal brainstorm session with the larger stakeholder group described below.

Brainstorm Options – Key Collaborators: We will schedule and host a formal brainstorming session with the Steering Committee and Key Collaborators to brainstorm list of possible active transportation projects or solutions and to validate the ideas developed in the internal brainstorming session. We will prepare handouts and update the website to have an engaging brainstorm and utilize attendees’ time effectively.
**Develop Draft Backbone / Projects List:** Following the brainstorming sessions, our internal team will develop a draft projects list, that will get us to a complete backbone network. We will review all ideas and refine them into actual projects that can be implemented.

We will consider facility type as well as location in the full development of the draft project list. We will look for key connections and review existing facilities as we refine the list. This task which will be delivered via an update to the GIS-based project website.

**Assumptions:**
- One online survey will be created which will be used for all six cities
- The survey will be active for up to 6 weeks
- City and WFRC staff will assist the project team in disseminating the community survey via appropriate networks.
- The cities will assist with the scheduling of their 1 on 1 meetings

**Deliverables:**
- Draft survey questions
- Final survey launch
- 1 on 1 meeting notes
- Brainstorm meeting notes
- Draft and final maps and lists of backbone network projects

**Task 4: Evaluation**

The objective of the Evaluation task is to arrive at prioritized list of projects based on a multi-level evaluation/screening process and then plug those projects into an overall backbone network to ensure there are no remaining gaps in the network. The project team will take the "universe of alternatives" discovered in Task 2 and Task 3 and evaluate and screen them for the purposes of prioritizing them for design and implementation. Task 4 is made up the sections outlined below:

**Evaluate / Screen Projects:** To begin, the project team will take the project list developed in Tasks 2 and 3 and evaluate all the projects based on the following metrics; 1) how well the project meets the previously established Vision and Goals, 2) the value of the option in terms of local and regional connectivity and accessibility (i.e. does the project span multiple cities or make a connection through an existing gap), and 3) the feasibility of the option from an environmental and high level constructability perspective (i.e. what ROW is needed and how do design implications impact cost and implementation). The project team will add up to five (5) additional evaluation metrics by which to evaluate the projects, for a total of eight (8) evaluation metrics. This section will be completed using a GIS prioritization method in addition to manual spot checking.

**Prioritize Projects: Consistency with Local Plans / Vision:** Next, the project team will prioritize the list of projects based on consistency with preexisting plans to identify compatibilities / similarities. No projects will be eliminated if they are not consistent with preexisting plans, they will just be identified as either. A higher ranking may be assigned to those projects that are compatible with the preexisting plans, as per the direction from the Steering Committee.
**Validate Projects against Backbone Network:** The project team will then take the initial project list and overlay it onto the backbone network for the purposes of determining where connections need to be made between the backbone network and the project list (i.e. identifying a location where a recommended project may cross a major arterial to connect to an existing backbone facility, and indicate a necessary crossing enhancement at that location). This task will ensure that there is cohesion between the recommended projects and the overall network. The project team anticipates going through one (1) round of review of this validation process.

**Projects Review:** Once the initial evaluation of the projects has concluded and the project list has been overlaid onto the backbone network, the project team will refine the projects based on the evaluation and persisting gaps in the backbone network. The project team anticipates that the project list will go through one (1) round of comments by the Steering Committee and additional parties. The project team will incorporate those comments and update the project list accordingly. It is at this step that the project team will work with the Steering Committee to prioritize projects for conceptual design. The project team will complete conceptual design of top priority projects and assume to do designs for up to 20 miles of roadway.

**Organize / Attend Pop-up Events:** The project team will work with the Steering Committee to identify six (6, one in each city) preexisting events to attend and set-up a booth with the opportunity for residents and visitors to comment on the Mid-Valley Active Transportation Plan. At this point in the planning process we anticipate creating materials that ask for comments on the project list and the overall backbone network. The project team will coordinate the participation at, the provide all the materials for the three events, tabulate all the comments from the events, and incorporate comments as necessary.

**Assumptions:**
- Information and data from preexisting plans will be provided by the organization who owns the work.
- All the pop-up events are to occur at preexisting events.

**Deliverables:**
- A list of the metrics being used to evaluate and screen the projects.
- A spreadsheet of projects evaluation performance.
- A draft and final map of the project list.
- A draft and final list of the top priority projects to be advance to conceptual design
- Coordination, participation and documentation of the outcomes of three (3) pop-up community events. All information will include applicable geolocation information.
- Two (2) project website updates based on the information gleaned from Task 4.

**Task 5: Design**
Develop reliable concept level designs and estimates for the top priority projects.
Complete Drone Flights: We will collect drone aerial imagery by our in-house survey staff for the top priority projects being carried forward to conceptual design. This imagery will be accurate, high-quality aerial image (up to 0.66 inch/pixel resolution) that we will use to develop more precise designs and more exact estimates.

Develop Conceptual Designs: Conceptual design will be completed for top priority projects as identified by the Streeting Committee. These key facilities will be determined with input from the Cities and will include conceptual design for up to 24 linear miles including intersections and accesses. It is our hope that the facilities chosen for conceptual designs are regional facilities and that we can provide at least one concept design that includes a location in each City. The design standards or facility templates will be focused on safety and will include considerations for physical constraints while offering flexibility to the Cities to address financial constraints. All facilities will be based on industry best practices and follow UDOT and city standards.

Develop Detailed Cost Estimates: Cost estimates will be developed by the designers using the latest construction costs for all the detailed component for the designed projects. The remaining projects will have planning level cost estimates that are based on the facility design standards. As part of this effort, potential funding sources will be identified to help with implementation of these projects.

Create Funding Cut-sheets: We will prepare funding cut-sheets featurettes for all the top priority projects. These sheets will include the conceptual designs with key stats and figures like how is meets the vision and goals, what are the potential impacts and cost, as well as the identified benefits. These cut-sheets will be designed to provide quick insight into the most-ready projects and to assist in seeking funding for their construction.

Public Meetings (Open Houses): We will host two (2) traditional public open houses to present the draft concepts to the public and solicit input to validate that the designs meet the needs of the communities. Project team members will be at each meeting to explain the concepts and answer questions. In conjunction with the open houses, we will update the project website to include an interactive map where the public can view the concepts and leave comments. We will advertise the open houses and interactive map on the Cities’ websites and existing City social media sites (Facebook, Twitter, Instagram, etc.) to have maximum exposure.

Assumptions:
- We will fly drone aerial imagery for the top tier projects for each city
- We will complete conceptual designs for up to 24 linear miles
- Two public meetings/traditional open houses will be held, locations will be determined in collaboration with city staff and may include multiple cities in one meeting.
- One interactive map will be created which will be used for all six cities

Deliverables:
- 2020 drone aerial mosaics in .sid or .tif files as requested
- Conceptual designs in google earth KMZ
- Funding cut-sheet featurettes with conceptual designs
- Public meeting materials
Task 6: Delivery

The project team will deliver study results in an accessible/interactive plan that can be used by decision makers and everyday users and provide detailed funding documentation for each city’s use to secure funding for implementation.

**Identify Funding Options:** We will create a comprehensive list of available funding throughout the region and state, including the funding cycles and stipulations. We will meet with each city’s staff to define a schedule of upcoming roadway projects to recommend AT project that can be included, for quicker implementation and cost savings. Based on this information, we will create a funding matrix that identifies funding sources, funding availability, and phase implementation for the remaining projects identified in the plans.

**Finalize Six Individual AT Plans:** We will create stand-alone draft and final reports of the Active Transportation Plan for each of the six cities. Each report may follow a similar layout and organization, but will be unique to this individual city’s issues, gaps, maps, conceptual designs, and projects.

**Finalize Website & GIS-based Mapping:** We will update our website to include all the prioritized projects in the final network backbone, showing existing facilities and how they link to planned projects. This single, user-focused interactive map will depict the entire regional system, with easy access to each of the six city’s individual plans. We will show all of the final conceptual plans in full detail, so visitors know what to expect from those projects. We will keep the website and maps active long after the project in completed.

**Present to City Councils:** We will develop a final presentation which we can present or assist the Steering Committee members in presenting to their City Councils for each of the six cities. The presentation will be a summary of the active transportation plans that will center on the project recommendations and how involvement from all parties, including the public, was used to develop these recommendations.

**Assumptions:**
- The Steering Committee and Key Collaborators will incorporate one round of comments on the draft reports before they are finalized
- The staff at each of the cities will assist the project team in scheduling the city council presentations

**Deliverables:**
- Six draft Active Transportation Plan reports (one for each city)
- Six final Active Transportation Plan reports (one for each city)
- Final GIS-based website
- A City Council presentation for each city
**Schedule**

We will follow an 11-month schedule beginning in September 2019.

- **Step 1: Visioning**
  - Identify Key Agency Collaborators
  - Determine Team Vision Statement & Goals/Objectives
  - Organize Information - GIS Storymap

- **Step 2: Brainstorm**
  - Develop, Launch, & Collect Community Survey
  - Identify Needs & Opportunities thru City 1 on 1s
  - Brainstorm Options - Internal
  - Brainstorm Options - Stakeholder -
  - Develop Draft Backbone/Projects List

- **Step 3: Evaluation**
  - Evaluate/Screen Projects
  - Prioritize Projects: Consistency With Local Plans/Vision
  - Refine Backbone Network
  - Projects Review
  - Organize/attend Pop-up Events

- **Step 4: Design**
  - Complete Drone Flights
  - Develop Conceptual Designs
  - Develop Detailed Cost Estimates
  - Create Funding Cut-sheets
  - Public Meetings (Open Houses)

- **Step 5: Delivery**
  - Identify Funding Options
  - Lead Tactical Urbanism of Pilot Project
  - Finalize Six Individual AT Plans
  - Finalize Website & GIS-based Mapping
  - Present to City Councils
  - Steering Committee Meeting
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Total: 364        | 179     | 136    | 116     | 131     | 74       | 199     | 135       | 22       | 12          | 264   | 89    | 182    | 32           | 32     | 32      | 2,001       | 295,930    |

Direct Expenses (Revenus): $3,765
Direct Expenses (R&P): $904
Total: $100,000
ATTACHMENT C
Budget and Responsibilities

Budget

Fees for the above services are a lump sum of $300,000. The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:
Transportation and Land Use Connection Program:
Combined Local Governments:

(1) Completion: All work shall begin within seven (7) days of effective date and shall be completed by August 31, 2020.

(2) Project / Contract Period: The project / contract will terminate on January 31, 2021, unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a “Contract Modification” at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.

(3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

(1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.
ATTACHMENT D
Local Government Understanding and Agreement

Local Government Information

Local Government: Cottonwood Heights
Local Government Contact: Matthew Taylor
Contact Address: Cottonwood Heights, Utah 84121
Contact Email: mtaylor@ch.utah.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

_________________________  _______________________
Date  Mayor
ATTACHMENT E

Local Government Understanding and Agreement

Local Government Information

Local Government: Holladay City  
Local Government Contact: Paul Allred  
Contact Address: 4580 South 2300 East, Holladay, Utah 84117  
Contact Email: pallred@cityofholladay.com

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

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Date

Mayor
ATTACHMENT F
Local Government Understanding and Agreement

Local Government Information
Local Government: Midvale City
Local Government Contact: Alex Murphy
Contact Address: 7505 South Holden Street
Contact Email: amurphy@midvale.com

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

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[Signature]
Date: 2 Oct 20
Mayor
ATTACHMENT G
Local Government Understanding and Agreement

Local Government Information
Local Government: Murray City
Local Government Contact: Danny Astill
Contact Address: 5025 South State Street
Murray, Utah 84107
Contact Email: dastill@murray.utah.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

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__________________________  __________________________
Date  Mayor
ATTACHMENT H
Local Government Understanding and Agreement

Local Government Information
Local Government: Taylorsville City
Local Government Contact: Angela Price
Contact Address: 2600 West Taylorsville Blvd
Taylorsville, Utah 84129
Contact Email: aprice@taylorsvilleut.gov

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

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WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.
ATTACHMENT I
Local Government Understanding and Agreement

Local Government Information

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<tr>
<td>Local Government Contact:</td>
<td>John Miller</td>
</tr>
<tr>
<td>Contact Address:</td>
<td>3330 South 1300 East</td>
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<tr>
<td>Contact Email:</td>
<td><a href="mailto:jmiller@millcreek.us">jmiller@millcreek.us</a></td>
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The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

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Date ___________________________ Mayor ___________________________
SUBJECT: Main Street Property Maintenance and Compliance Issues Discussion

SUBMITTED BY: Matt Dahl, Assistant City Manager/Community Development Director

SUMMARY: Midvale City has completed an extensive planning process for the revitalization of the Main Street neighborhood. The result of this planning effort was the Main Street Small Area Plan, which identified needed infrastructure projects, policy changes, and programming that would support the revitalization of Main Street. In previous meetings, the City Council indicated that the maintenance of public and private properties on Main Street will also be key to the street’s revitalization. As part of the discussion of property maintenance, the condition of awnings, overhangs, and boarded buildings were identified as specific areas of concern. In response to these concerns, City staff surveyed the Main Street neighborhood for issues that conflict with existing code or that would warrant potential policy changes. Additionally, staff has gathered information from other communities in Utah to look for best practices for dealing with property maintenance issues.

Staff will be prepared to present on its findings at the meeting, including:

- Most common code violations in the Main Street Neighborhood.
- Examples of vacant building boarding policies.
- Example sign and awning maintenance policies
- City-owned property maintenance practices and proposals