

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: October 9, 2013

AGENDA ITEM: Discuss Cooperative Agreement between UDOT and Taylorsville City.

PUBLIC HEARING REQUIRED – YES NO

RESOLUTION/ORDINANCE REQUIRED:

ORDINANCE RESOLUTION

PRESENTER: John Inch Morgan

ISSUE SUMMARY: Discuss Cooperative Agreement between UDOT and Taylorsville City regarding the construction and thereafter maintenance of a pedestrian safety project on SR-266 (4500 South at 550 West to 800 West on the north side and south side.

COMMISSION / ADVISORY BOARD RECOMMENDATION: N/A

STAFF RECOMMENDATION: N/A

CITY ATTORNEY (Approved as to form): Yes

ATTACHMENTS: Resolution No. 13-23
Cooperative Agreement

ACTION REQUIRED: Discussion Only

TAYLORSVILLE, UTAH
RESOLUTION NO. 13-23

**A RESOLUTION APPROVING THE ADOPTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE UTAH DEPARTMENT OF
TRANSPORTATION AND THE CITY OF TAYLORSVILLE FOR A PEDESTRAIN
SAFETY PROJECT ON SR-266 (4500 SOUTH STREET) BETWEEN 550 WEST TO 800
WEST ON THE NORTH AND SOUTH SIDES**

WHEREAS, the Taylorsville City Council (“*Council*”) met in regular meeting on _____, 2013, to consider, among other things, approving the adoption of an Interlocal Cooperation Agreement between the Utah Department of Transportation (“UDOT”) and the City of Taylorsville for a pedestrian safety project on SR-266 (4500 South Street) between 550 West to 800 West on the north and south sides; and

WHEREAS, the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more government entities are authorized to enter into agreements with each other upon resolution to do so by the respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, Taylorsville and UDOT are government entities as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interests of the inhabitants of Taylorsville to enter into an Interlocal Cooperation Agreement, a copy of which is attached hereto, with UDOT for the pedestrian safety project described above.

NOW, THEREFORE, BE IT RESOLVED that the attached Interlocal Cooperation Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 13-23, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this ____ day of _____, 2013.

TAYLORSVILLE CITY COUNCIL

Dama Barbour, Chairman

SEAL

VOTING:

Dama Barbour	____	Yea	____	Nay
Kristie S. Overson	____	Yea	____	Nay
Larry Johnson	____	Yea	____	Nay
Ernest Burgess	____	Yea	____	Nay
Brad Christopherson	____	Yea	____	Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ____ day _____, 2013.

APPROVED this ____ day of _____, 2013.

ATTEST:

Mayor Jerry Rechtenbach

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2013.

RECORDED this ____ day of _____, 2013.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this ____ day of _____, 20___, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the “**UDOT**,” and Taylorsville City, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**.”

WITNESSETH:

WHEREAS, in the interest of public safety, it is the desire of the parties hereto to construct and thereafter maintain a pedestrian safety project on SR-266 (4500 South) at the location(s) described as follows: 550 West to 800 West on North Side and South Side and,

WHEREAS, funds for the construction of pedestrian safety projects have been made available by an appropriation from the Utah State Legislature for distribution by the **UDOT**; and

WHEREAS, it is the intent of the Utah State Legislature that participation in the pedestrian safety project be on a 75% State, 25% Local match basis; and

WHEREAS, the **UDOT** has determined by formal finding that payment for said work on public right-of-way is not in violation of the laws of the State or any legal contract with the **CITY**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where under said work shall be performed.

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

1. The **CITY** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this agreement.
2. In accordance with Utah Code Annotated 1953, as amended effective July 1, 2000, 72-6-116, Regulation of Utilities – Relocation of Utilities, the **CITY** is required to pay, as part of the total project cost, 50% of the cost of any utility

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facility relocations required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **CITY** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact Ray Meldrum, Region 2 Utilities and Railroads Engineering Coordinator, telephone number 801-975-4836 for assistance in preparing the Reimbursement Agreement.

3. All construction work performed by the **CITY** or its contractor shall conform to **UDOT's** standards. **CITY's** construction may conform to local standards if they are equal to or greater than the **UDOT** standards.
4. All construction performed under this agreement shall be barrier free to wheelchairs at crosswalks and intersections according to State and Local standards.
5. The **CITY** shall submit plans for the work covered by this agreement to **UDOT's** Region 2 Sidewalk Coordinator for review and approval. Upon approval of the plans, and before commencing any construction within the highway right-of-way, the **CITY** or its contractor shall obtain a Highway Right-of-Way Encroachment Permit from the Region 2 Encroachment and Permits Officer.
6. The **CITY** will participate a minimum of 25% of said project. **CITY's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to support all costs.
7. The total estimated cost of the pedestrian safety project including **CITY's** participation is as follows:

UDOT Funds (Allocated Amount)	<u>\$270,000.00</u>
CITY's Match (25% minimum of Total)	<u>\$205,000.00</u>
TOTAL PROJECT	<u>\$475,000.00</u>

8. Upon approval of the pedestrian safety project plans and satisfactory evidence that the project is ready to proceed, the **UDOT** will deliver to the **CITY** a lump

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sum amount of \$202,500.00 of the **UDOT's** funds for the construction of the facilities covered by this cooperative agreement. Upon completion of construction and final inspection and approval by **UDOT**, the remaining 25% of **UDOT's** funds or \$67,500.00 will be delivered to the **CITY** bringing the total **UDOT** funds to \$270,000.00. This amount is the maximum sum of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **CITY's** match shall be revised to cover the additional amount.

9. The **CITY** will furnish to the **UDOT** a statement upon completion of the project for which the grant was made certifying the amount of State funds expended, verification of **CITY** participation amounts and certification that the project was completed in accordance with the standards and specifications adopted for the project by this cooperative agreement.
10. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. Should the audit disclose that the **CITY's** expenditures for the project are less than the grant; all unexpended funds shall be refunded promptly to the **UDOT**. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.
11. If for any reason, the **CITY** has not commenced construction of said project within a one (2) year time period from **UDOT** Commission approval of the safety project, the **CITY** will relinquish the grant allocation or refund the funds already paid to the **CITY** for the project upon request from the **UDOT**. Upon commencement of the construction, the **CITY** agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should the **UDOT** determine that the work is not proceeding in an expeditious manner and upon thirty (30) days written notice, it may withdraw said grant and require the **CITY** to refund any portion of the grant funds not expended for approved items at the time of withdrawal.
12. Upon completion of the work covered by this cooperative agreement, the **CITY** shall, either directly or by ordinance, cause any sidewalks covered by this cooperative agreement to be maintained renewed and/or repaired to perpetuate a secure and non-hazardous pedestrian facility. Said maintenance is to include snow removal.

IN WITNESS WHEREOF, the parties hereto have caused these present to execute the agreement by its duly authorized officers as of the day and year first above written.

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ATTEST: _____, A Municipal Corporation of the State of Utah

By _____
Title

By _____
Title

(IMPRESS SEAL)

UTAH DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

APPROVED:

Project Manager

Region Director

APPROVED AS TO FORM:

APPROVED:

David R. Benard
UDOT Legal Counsel

Division of Finance