

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2021-R-34**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE TECHNICAL  
PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT  
BETWEEN MIDVALE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, Midvale City (City) was awarded Technical Planning Assistance from the Utah Department of Transportation (UDOT) to fund a canal trail study within Midvale City

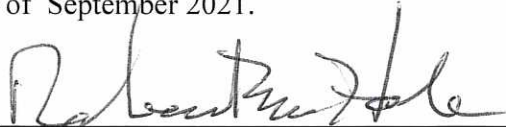
**WHEREAS**, the City will use the funds to conduct a study to determine if trails along the Jordan & Salt Lake City Canal and East Jordan Canal in Midvale are feasible with the current property ownership/use and, if not, what steps the City should take/consider in the alternative.

**WHEREAS**, the outcome of the study will determine next step in filling critical gaps in the City's active transportation network and recreational opportunities.


**WHEREAS**, the City and UDOT have prepared Cooperative Agreement (Agreement) for the administration of the funds; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of Midvale City, Utah to hereby approve the Technical Planning Assistance Program Funds Cooperative Agreement between Midvale City and the Utah Department of Transportation and authorize the Mayor to execute the agreement, subject to any additional terms and conditions approved by the Midvale City Attorney's Office.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of September 2021.

  
Robert M. Hale, Mayor

ATTEST:

  
Rori L. Andreason, MMC  
City Recorder



Voting by the Council:

“Aye” “Nay”

Quinn Sperry	<u>✓</u>	_____
Paul Glover	<u>✓</u>	_____
Heidi Robinson	<u>✓</u>	_____
Bryant Brown	<u>✓</u>	_____
Dustin Gettel	<u>✓</u>	_____

## **TECHNICAL PLANNING ASSISTANCE PROGRAM FUNDS COOPERATIVE AGREEMENT**

This Technical Planning Assistance Program Funds Cooperative Agreement (the "Agreement") is entered into on 10/04/2021, by and between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah, and Midvale City ("Local Government"), a political subdivision of the State of Utah. UDOT and Local Government are collectively referred to as "Parties" and each may be referred to individually as "Party."

### **RECITALS**

WHEREAS, the Utah Legislature appropriated money for the Technical Planning Assistance Program ("Program") pursuant to Utah Code Section 63J-1-206, and UDOT awarded the funding provided for under this Agreement to the Local Government pursuant to a competitive process that specified requirements applicable to the funding, and the funding is intended to help local governments plan for future land use and transportation; and

WHEREAS, funds from this Program must be used to pay for costs for an approved scope of work pursuant to the competitive award; and

WHEREAS, the Local Government has committed a local match amount for an approved scope of work in order to receive Program funding appropriated by the Legislature through UDOT; and

WHEREAS, this Agreement describes the amount of the funds that will be used for an approved scope of work for a planning project addressing future land use and transportation.

### **AGREEMENT**

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Objective and Initial Scope of Work. This Agreement is entered in connection with assistance for the Midvale Canal Trail Feasibility Study project (the "Project"). UDOT must approve in writing the initial scope of work for the Project that will be funded through the Program under this Agreement (based on the approved UDOT Technical Planning Assistance Grant Application and UDOT's award). The scope of work will describe the work to be done, estimated costs, and estimated schedule consistent with UDOT's competitive award to the Local Government. Upon approval, that initial scope of work will, by this reference, be incorporated into this Agreement, and UDOT must give prior written approval for any material modifications thereto for the duration of the Project or they will not be acceptable for funding. Program funds can only be used to pay for expenses that are stated in the Project's approved scope of work.

2. Local Match Amount and Payment Schedule. Local Government commits to fund a local match amount of \$6,000 in order to receive the eligible Program fund amount of \$69,000 for the Project. UDOT will deliver the Program funds to the Local Government in one lump-sum payment no later than sixty (60) days after this Agreement is signed by both Parties. The Local Government must apply Program funds and Local Government matching funds pro-rata to expenses within the approved scope of work as they are paid. Upon UDOT's request, the Local Government will provide UDOT with an itemized list of all spending for the activities described in the approved scope of work that includes all funding sources and project costs.
3. Progress Report. The Local Government will submit to UDOT a brief, one (1) -page progress report for each quarter of the calendar year during which the Local Government is holding unexpended Program funds. The quarterly progress report will be submitted within thirty (30) days after the end of each quarter and shall include the following:
  - a. A brief description of the progress and tasks completed for the approved scope of work for the Project.
  - b. A summary of the funds expended and budget remaining.
4. Additional Information. The Local Government will cooperate with any of UDOT's requests for information or status concerning the Project and will promptly respond to them. The Local Government acknowledges that the Local Government and UDOT may be asked to submit reports or respond to inquiries about Program funds for the Utah State Legislature and the Utah Governor's Office.
5. Adoption of Project. After the Project is complete, the Local Government will adopt or start the process to adopt the results of the Project.
6. Residual Funds. If any Program funds remain unexpended after the completion of the approved scope of work, the Local Government shall return the unexpended Program funds to UDOT within sixty (60) days, with or without a request by UDOT. Program funds and matching funds must be expended on the Project pro-rata, and the amount to be returned must be the unexpended pro-rata portion of the Program funds provided for the Project.
7. No Additional Funds. Unless specifically agreed to in a written amendment to this Agreement, UDOT and the Local Government will not be required to contribute additional funds to the Project. If the Local Government decides to cancel or abandon the Project before it is complete, or the approved scope of work cannot be completed for any reason, the Program funds and the Local Government funds must bear expenses for completed portions of the approved scope of work pro-rata, and the Local Government shall return to UDOT the unexpended pro-rata portion of the Program funds within sixty (60) days.
8. Term. The Parties agree that this Agreement shall remain in full force and effect for a period of five (5) years unless otherwise agreed to by the Parties in an amendment to this Agreement. At the end of the five-year term, if any Program funds have not been expended for the approved scope of work, the Local Government shall return to UDOT

the unexpended pro-rata portion of the Program funds within sixty (60) days.

9. Termination. In the event that UDOT determines the Local Government has not complied with the requirements of this Agreement, UDOT will provide written notice of the non-compliance. The Local Government agrees to cooperate with any inquiries or investigations conducted by UDOT. If the Local Government does not remedy the breach stated in UDOT's written notice of non-compliance within the time period stated in the notice, UDOT may terminate the Agreement. In the event of termination for non-compliance, the Local Government agrees that within sixty (60) days it will pay to UDOT all unexpended Program funds that it then holds, and it will also repay to UDOT the amount of any Program funds that were spent on unapproved expenses.
10. Amendment/Waiver. No waiver, termination, amendment or other modification of any provision to this Agreement shall be effective unless the same shall be in writing and signed by all Parties, and then such waiver, termination, amendment or modification shall be effective only in the specific instance and for the specific purpose for which it is given.
11. Entire Agreement. This Agreement constitutes the entire Agreement by and between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations, both written and oral, with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition which is not set forth in this Agreement has been made or relied upon by either of the Parties hereto.
12. Dispute Resolution. The Parties agree to make a good faith effort to resolve any dispute regarding the construction or interpretation of any provision of this Agreement, or regarding any policy matter or the determination of any issue of fact, at the lowest appropriate level.
13. Further Action. Local Government agrees to properly address the legal requirements that apply to the work which is funded under this Agreement, and Local Government agrees to take any further actions that are necessary to provide for compliance with those legal requirements.
14. Authority. By signing below each Party represents and warrants: (i) that the individual(s) signing below are all of the individuals who are authorized and necessary to sign on behalf of the Party to make this Agreement binding on the Party, and (ii) that the execution, delivery and performance of this Agreement by the Party will not constitute a default under any other agreement to which it is a party or a violation of a law applicable to that Party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the date first set forth herein.

UTAH DEPARTMENT OF TRANSPORTATION

By: Banquet  
Title: Program Development Director  
Date: 10/04/2021

MIDVALE CITY

By: [Signature]  
Title: Mayor  
Date: 23 Sep 2021

Approved as to form:  
[Signature]

Attest:  
Roi L. Anderson  
City Recorder



Kristi Barney

UDOT Contract Administrator  
10/06/2021



# Midvale City | Canal Trails Study

## **Project Description**

The Midvale City Canal Trails Study represents the first major step towards meeting the City's goals of paved trails along two canals within the City. These canals have supported the development of Midvale for generations. The trails proposed are the next step in their evolution and will fill critical gaps in the City's active transportation network and recreational opportunities.

There are two canals involved in this study. The Jordan & Salt Lake City Canal enters Midvale at approximately 50 W 8600 S and runs northeast until it exits Midvale into Murray by viaduct over I-215 near 900 East. This canal primarily flows through residential neighborhoods, but also bisects an industrial area near 8000 S and flows around multiple schools. The East Jordan Canal enters Midvale at approximately 7600 S 700 E, wraps around Hillcrest High School, and exits into Cottonwood Heights to the east at approximately 7100 S Union Park Avenue. Development along this canal is generally more intense, with higher density residential and commercial development being the predominate adjacent land uses.

The general purpose of this Study is to determine if trails along the two canals in Midvale are feasible with the current property ownership/use and, if not, what steps the City should take/consider in the alternative.

## **Generalized Scope of Work**

The information listed below is intended to provide interested Consultants with basic information but is not meant to limit a proposal's content or to exclude any relevant or essential data, tasks, or project steps. Consultants are at liberty and are strongly encouraged to exercise creativity and to recommend innovative approaches and practices in performing the study, given their expertise. Material changes in scope will require approval from the City and UDOT prior to implementation. The study is expected to take approximately 12 months to complete and cost approximately \$75,000.

## **Task 1: Project Management**

### **Task 1.1: Project Kick-off Meeting and Tour**

The consultant will identify the appropriate stakeholders and coordinate a kick-off meeting with a study area tour. Stakeholders should be pulled from the following organizations:

- Midvale planning, engineering, and public works officials
- Salt Lake City Public Utilities
- East Jordan Irrigation Company
- UDOT

- UTA
- Salt Lake County Parks and Recreation
- Canyons School District

The kick-off meeting will help:

- Define project goals and objectives
- Identify key project milestones or key event dates that may impact the project
- Schedule regular work sessions

### **Task 1.2: Project Work Plan**

The Consultant will work closely with the Management Team to develop a detailed work plan that includes both the tasks to be completed and a schedule of key milestones.

#### *Task 1.2.1: Public Engagement Plan*

Working closely with the Management Team, the Consultant will produce a detailed Public Engagement Plan that defines the key events, dates, and methods of engagement that will be used throughout the project. Engagement opportunities should be targeted towards adjacent property owners and tenants in the early stages of the project (task 2). In later stages (tasks 3/4), engagement should be expanded to the broader public. Engagement efforts should focus on meeting the public where they are rather than requiring them to attend larger workshop or open house meetings.

### **Task 1.3: Regular Team Work Sessions**

The Consultant will participate in regular meetings with the Management Team to collaborate on deliverables or share analysis results and findings.

Deliverables for Task 1:

- Summary of project goals and objectives from Kick-off Meeting
- Final Work Plan

## **Task 2: Analysis**

### **Task 2.1: Canal Owner Outreach**

The Consultant will coordinate outreach with the canal owners to determine the feasibility of establishing paved trails along their respective canals. The Consultant will work with each canal owner to determine the canal owner's openness to the construction of a trail along its canal and, if the canal owner is open to the construction of a trail, what the canal owner would require before allowing the construction of a trail.

### **Task 2.2: Existing Plan Assessment**

Many existing plans impact the study area, such as Midvale's 2016 City General Plan. The Consultant will review each plan, including any provided by the stakeholder groups, and summarize the relevant goals, objectives, policies and proposed projects that are relevant to the project goals.

### **Task 2.3: Existing Conditions Analysis**

The Consultant will produce a comprehensive assessment of the current conditions in the study area. This analysis is intended to identify route options, neighborhood connections, ownership conflicts, encroachments, public safety concerns, and other physical obstructions along the trails.

### **Task 2.4: Property Owner Outreach**

The Consultant will coordinate outreach opportunities with owners of property along the canals to identify challenges and opportunities to develop the canal trails. The purpose of this outreach effort is to find champions and build support for the project, if possible, or identify acceptable alternatives, if not.

Deliverables for Task 2:

- Existing Conditions Report

## **Task 3: Concept Design**

### **Task 3.1: Alternatives Development**

Using the Existing Conditions Report as a baseline, the consultant will prepare 2 alternative alignments for each canal trail. Each alignment will follow or parallel a canal along its entire length within city limits. In addition to the alignment options, the consultant will detail the materials, signage, roadway crossings, and other design elements with branding and placemaking elements reflective of the character of Midvale. Design may include recommended implementation phasing, considering identified ROW issues, encroachments, obstructions and/or other issues and mitigation strategies.

### **Task 3.2: Obligation Estimate**

The consultant will prepare a preliminary estimate for construction costs and an annual maintenance schedule, including any maintenance required by each canal owner, for each alternative.

Deliverables for Task 3:

- Four Alternative Alignments (2 per canal)
- Four Obligation Estimates (2 per canal)



## **Task 4: Final Report**

### **Task 4.1: Final Report**

The consultant will prepare a final report that synthesizes the existing conditions, the concept design, and public engagement efforts into a Preferred Alternative for each trail. The final report will be a comprehensive, highly readable, and graphically rich summary of the project. The consultant will work closely with the Management Team to determine the best format for the report.

#### *Task 4.1.1: Final Action Plan for Preferred Alternative*

The Action Plan will be finalized to include a list of projects that are necessary to implement the Preferred Alternative for each trail. The actions will be organized on maps and in easy-to-read tables with illustrative examples (diagrams and pictures). The actions will be organized into short, medium, and long-term steps.

#### *Task 4.1.2: Preliminary Engineering Designs and Cost Estimates*

The Consultant will produce detailed concept designs and cost estimates for the implementation schedule that can be used to immediately seek implementation funding. If fatal flaws are identified, including utility and ROW, these will be clearly documented and defined. All alternatives will be geo-referenced and compatible for future GIS analysis.

Deliverables for Task 4:

- Final Report
- Final Action Plan
- Preliminary Engineering Designs and Cost Estimates

## **Project Study Area**



# Canal Feasibility Study Area

