

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2022-R-52**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH WASATCH FRONT REGIONAL COUNCIL (WFRC) FOR THE BINGHAM  
JUNCTION STATION AREA PLAN**

**WHEREAS**, Midvale City (City) was awarded Technical Assistance from Wasatch Front Regional Council (WFRC) to fund a Station Area Plan (SAP) for the Bingham Junction Station, located within Midvale City; and,

**WHEREAS**, the City will partner with WFRC to conduct a Station Area Plan pursuant to the requirements of HB 462 to determine best practices and policies for fulfillment of such bill; and,

**WHEREAS**, the outcome and findings of the SAP will be in accordance with HB 462 and said SAP shall be approved by the City Council prior to submission to the State for certification; and,


**WHEREAS**, the WFRC has prepared the Station Area Plan Technical Assistance Consultant Agreement (Agreement) for signature by the Midvale City Mayor.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of Midvale City, Utah to 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 6<sup>th</sup> day of December 2022.

  
\_\_\_\_\_  
Marcus Stevenson, Mayor

ATTEST:

  
\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder



Voting by the Council:	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Bryant Brown	<input checked="" type="checkbox"/>	_____
Dustin Gettel	<input checked="" type="checkbox"/>	_____

# STATION AREA PLAN TECHNICAL ASSISTANCE CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: Nov 15, 2022

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: Design Workshop, Inc.  
Address: 1390 Lawrence Street, Suite 100  
Denver, Colorado 80204  
Phone Number: (720) 907-9339  
Fed ID No: 84-0819969

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 Attachment B. This contract is to complete work toward fulfilling the Station Area Plan Technical Assistance Award for the West Jordan City Center, Historic Gardner, & Bingham Junction Station Area Plan project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on March 31, 2024 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 attachments  
Attachment A – Standard Terms and Conditions  
Attachment B – Scope of Work and Services  
Attachment C – Consultant Budget and Responsibilities  
Attachments D.1 & D.2 – 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: November 28, 2022

## 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 contract, 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

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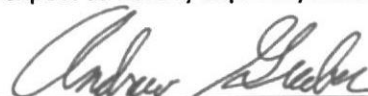
## CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

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; expect as hereby expressly stated (if any):

November 28, 2022

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andrew Gruber, Executive Director  
Wasatch Front Regional Council