

1. 7:00 P.M. Regular City Council Meeting

Documents:

[02-05-2020 AGENDA.PDF](#)
[2020-02-05 COUNCIL PACKET.PDF](#)

NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on **Wednesday, February 5, 2020 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

7:00 p.m.

OPENING CEREMONY

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS

1. Approval of the Minutes of January 15, 2020 Regular Meeting

PUBLIC BUSINESS

1. Request for Sponsorship of the Marvelous Xtreme Bull Madness Event – Tonja Lofthouse
2. Request for Sponsorship of the Diamond Mountain Speedway – Allen Hacking

POLICY & LEGISLATION

1. Request to Consider Approval of a Cooperative Agreement with UDOT for the Safe Routes to Schools Program for a Project near Discovery Elementary on 500 West from 900 South to 1100 South – Quinn Bennion
2. Request to Consider Approval of an Agreement with Rocky Mountain Power for the Removal of Selected Street Lights along Aggie Boulevard and Main Street – Allen Parker
3. Update of Innovation Center Project and Site Tour – Quinn Bennion

ADMINISTRATIVE REPORTS

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435) 789-2255 at least three days before the meeting.

NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on **Wednesday, February 5, 2020 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

7:00 p.m.

OPENING CEREMONY

1. Invocation or Uplifting Thought
2. Pledge of Allegiance

STANDING BUSINESS

1. Approval of the Minutes of January 15, 2020 Regular Meeting

PUBLIC BUSINESS

1. Request for Sponsorship of the Marvelous Xtreme Bull Madness Event – Tonja Lofthouse
2. Request for Sponsorship of the Diamond Mountain Speedway – Allen Hacking

POLICY & LEGISLATION

1. Request to Consider Approval of a Cooperative Agreement with UDOT for the Safe Routes to Schools Program for a Project near Discovery Elementary on 500 West from 900 South to 1100 South – Quinn Bennion
2. Request to Consider Approval of an Agreement with Rocky Mountain Power for the Removal of Selected Street Lights along Aggie Boulevard and Main Street – Allen Parker
3. Update of Innovation Center Project and Site Tour – Quinn Bennion

ADMINISTRATIVE REPORTS

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Quinn Bennion, 374 East Main, Vernal, Utah 84078 or phone (435) 789-2255 at least three days before the meeting.

MEMORANDUM

TO: Mayor & City Council

FROM: Quinn Bennion, City Manager

RE: *Agenda Items for February 5, 2020 Council Meeting*

PUBLIC BUSINESS

1. **Request for Sponsorship of the Marvelous Xtreme Bull Madness Event** – Tonja Lofthouse. This is a new event request. The Bull Madness Event was established by a family and friends to raise scholarship funds in honor of a family member. There is not a specific allocation within the budget for this event.
2. **Request for Sponsorship of the Diamond Mountain Speedway** – Allen Hacking. The City funded \$1,000 to the speedway event last year. This event is not specifically allocated in the 2020 budget.

POLICY & LEGISLATION

3. **Request for approval of a cooperative agreement with UDOT for the Safe Routes to schools program for a project near Discovery Elementary on 500 W. from 900 S. to 1100 S.** – Quinn Bennion. The City applied for a Safe Routes to School project in 2019 and received a grant award of \$194,428 in UDOT funds. The project scope includes a sidewalk on the east side of 500 W. from 1100 S. (Robinwood) to about 900 S. CRS was selected as the project engineer and design of the project will start soon. Construction could occur as early as Fall 2020 or timing could shift to Spring 2021.
4. **Request to consider approval of an agreement with Rocky Mountain Power for the removal of selected street lights along Aggie Boulevard and Main Street** – Allen Parker. City Council discussed the removal of one-half of the streetlights along Aggie Blvd and Main Street during the budget discussions in May 2019. The contract for removal of one-half of the city-leased lights has been drafted and ready for review. The cost for RMP to remove each light is \$525 and there are 42 streetlights identified for removal for a total of \$22,071. It is estimated that the payback period for the light removal is 13 months. The current lease paid is \$47.83 per light per month for the maintenance and power. The City is responsible for providing the caps to place on the remaining bases.
5. **Update of the Innovation Center project and Site Tour** – Quinn Bennion. The Innovation Center is under construction. With a short meeting agenda, the Council will adjourn and join in a site visit of the center.

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020 at 7:00 p.m. in the Vernal City Council room, 374 East Main,
Vernal, Utah 84078.

PRESENT: Councilmembers Dave Everett, Ted Munford, Nicholas Porter, Bert Clark and Travis Allan and Mayor Doug Hammond.

WELCOME: Mayor Doug Hammond welcomed everyone to the meeting. Mayor Hammond welcomed new Councilmember Nicholas Porter.

INVOCATION OR UPLIFTING THOUGHT: The invocation was given by Councilmember Bert Clark.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Ted Munford.

APPROVAL OF CITY COUNCIL MINUTES OF DECEMBER 4, 2019: *Councilmember Bert Clark moved to approve the minutes of December 4, 2020. Councilmember Dave Everett seconded the motion. The motion passed with Councilmembers Allan, Everett, Munford, Porter and Clark voting in favor.*

APPROVAL OF CITY COUNCIL MINUTES OF JANUARY 6, 2020: *Councilmember Bert Clark moved to approve the minutes of January 6, 2020. Councilmember Travis Allan seconded the motion. The motion passed with Councilmembers Allan, Everett, Munford, Porter and Clark voting in favor.*

RECOGNITION OF BERT CLARK AS ELECTED OFFICIAL OF THE YEAR FROM RURAL WATER ASSOCIATION: Mayor Doug Hammond explained that the City has been notified that Bert Clark has been selected as the elected official of the year by the Rural Water Association. Councilmember Clark stated the City has had several employees recognized by this organization in the past and it is an honor to be nominated. The Mayor and Council congratulated Councilmember Bert Clark.

REQUEST FOR APPROVAL OF THE CITY COUNCIL MEETING SCHEDULE FOR 2020 - ORDINANCE NO. 2020-01: Quinn Bennion explained that the meeting schedule proposed for 2020 is that same as the previous year. *Councilmember Travis Allan moved to approve Ordinance No. 2020-01 setting the Council meeting schedule for the year. Councilmember Dave Everett seconded the motion. The motion passed with the following roll call vote:*

- Councilmember Munford.....aye;*
- Councilmember Allanaye;*
- Councilmember Everettaye;*
- Councilmember Porteraye;*
- Councilmember Clark.....aye.*

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020**

46
47 **CITY COUNCIL BOARD APPOINTMENT - MAYOR DOUG HAMMOND:** Mayor
48 Hammond stated that the assignments are basically the same with Nicholas Porter taking over for
49 Samantha Scott as the Council seems comfortable with their assignments.
50

51 **PROJECT UPDATE FOR INNOVATION CENTER:** Quinn Bennion updated the Council on
52 the progress of converting the old police station into an innovation center. City and County
53 staff have been tearing out the carpet, wall paper and wood paneling and are making great
54 progress. Councilmember Bert Clark asked about security for the facility. Quinn Bennion
55 stated the facility will use the west entrance and will have software for security and scheduling.
56 There is a lot of interest from companies like Entrada. Councilmember Travis Allan asked if
57 the school is handling the change. Quinn Bennion stated he met with the Board and they are
58 willing to work out the parking.
59

60 **REQUEST FOR APPROVAL OF CIB CAPITAL IMPROVEMENT LIST:** Quinn
61 Bennion reminded the Council that each year the City needs to submit a project list to the
62 Community Impact Board (CIB) which includes a one year, and two to five year lists. The
63 important list is the one year list. If the project is not on that list it is difficult to receive funding
64 from the Community Impact Board. The City takes the approach of generalizing projects for
65 street improvements, storm water, water and sewer while other entities are more specific. Four
66 projects are currently underway so those have been removed from the list. One item that needs to
67 be on the list is the storm water project which will be a joint project with Naples City, UDOT
68 and Central Canal to reclaim the canal system being piped by the irrigators. Also, the
69 downtown master plan has been added to the list. Quinn noted that if the rail project progresses
70 the downtown area may need to be revitalized. After further discussion, *Councilmember Ted*
71 *Munford moved to approve the Capital Improvement List for the CIB Board. Councilmember*
72 *Travis Allan seconded the motion. The motion passed with the following roll call vote:*

73 *Councilmember Munford.....aye;*
74 *Councilmember Allan.....aye;*
75 *Councilmember Everett.....aye;*
76 *Councilmember Porter.....aye;*
77 *Councilmember Clark.....aye.*
78

79 **REQUEST TO SUBDIVIDE PROPERTY AT 238 WEST 200 SOUTH - COCHRAN /**
80 **MILES PROPERTY HOLDING LLC:** Allen Parker explained that this application to
81 subdivide property has been pending for some time as the Council had questions regarding the
82 existing structures. The applicant did research relocating the building and found out that was
83 not an option. Mr. Parker recommended denying the application for now and have the
84 applicant reapply in the future when he is ready to develop the property. Quinn Bennion asked
85 if there was a waiting period before he could reapply. Allen Parker answered no; the code does
86 not designate a waiting period. *Councilmember Travis Allan moved to deny the request to*
87 *subdivide the property at 238 West 200 South. Councilmember Bert Clark seconded the motion.*
88 *The motion passed with the following roll call vote:*

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020**

89 *Councilmember Munford*.....*aye*;
90 *Councilmember Allan**aye*;
91 *Councilmember Everett**aye*;
92 *Councilmember Porter**aye*;
93 *Councilmember Clark*..... *aye*.

94

95 **REQUEST FOR APPROVAL OF REAPPOINTMENT OF JIM LINSCHOTEN TO THE**
96 **VERNAL CITY PLANNING COMMISSION:** Allen Parker explained that Mr. Linschoten
97 has been on the Planning Commission for a while now and it was a simple oversight to not
98 reappoint him when the other members were reappointed. He is willing to serve another four
99 year term. This will leave one vacancy on the alternate list. *Councilmember Dave Everett*
100 *moved to approve reappointing Mr. Jim Linschoten to the Planning Commission.*
101 *Councilmember Travis Allan seconded the motion. The motion passed with the following roll call*
102 *vote:*

103 *Councilmember Munford*.....*aye*;
104 *Councilmember Allan**aye*;
105 *Councilmember Everett**aye*;
106 *Councilmember Porter**aye*;
107 *Councilmember Clark*..... *aye*.

108

109 **PROJECT UPDATE FOR CDBG 2020 GRANT APPLICATION:** Quinn Bennion
110 explained that each year the City has the potential to submit an application for CDBG funds to
111 improve items for low to moderate income residents. The project selected was to improve the
112 sidewalk along south Vernal Avenue if the residents qualified. The property on the east side of
113 the street does not qualify because there are too many businesses. The seven residents on the
114 west side were contacted and asked to submit an income survey to UBAG. Five of the seven
115 must respond, however several of them did not meet the income guidelines. He noted there is
116 not enough time to do a survey of another area so the City will not be applying for funding this
117 year.

118

119 **ADMINISTRATIVE REPORTS:**

120

121 Water issue:

122 Mayor Hammond commended the staff on their quick response to fixing a water leak and getting
123 the water back on quickly. Councilmember Dave Everett agreed stating that the water was off
124 at his place of employment and the water crew responded within minutes.

125

126 Medical Cannabis:

127 Quinn Bennion stated that the City received a call from a medical cannabis pharmacy that is
128 looking to open a store in Vernal. Allen Parker stated that a company out of New York
129 received approval from the State to open a store in the Vernal area and they are currently looking
130 at the Vernal Towne Center.

131

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JANUARY 15, 2020**

132 Kids Canal:

133 Councilmember Ted Munford asked if the movement to halt the drainage of Kids Canal is still
134 active. Quinn Bennion stated that that is is still active although Central Canal is still moving
135 forward.

136

137 4th of July Celebration:

138 Quinn Bennion explained that a committee has been formed to organize a community 4th of July
139 celebration. The idea is to continue the parade and fireworks celebration and add a festival in
140 the park.

141

142 **CLOSED SESSION:** *Councilmember Travis Allan moved to go into closed session to hold a*
143 *strategy session to discuss the purchase, exchange, or lease of real property, including any form of*
144 *a water right or water shares and return to open session once the discussion is concluded.*
145 *Councilmember Bert Clark seconded the motion. The motion passed with the following roll call*
146 *vote:*

147 *Councilmember Munford.....aye;*

148 *Councilmember Allanaye;*

149 *Councilmember Everettaye;*

150 *Councilmember Porteraye;*

151 *Councilmember Clark.....aye.*

152

153 **OPEN SESSION AND ADJOURN:** Mayor Hammond declared the meeting back in open
154 session. There being no further business; *Councilmember Travis Allan moved to adjourn.*
155 *Councilmember Dave Everett seconded the motion. The motion passed with a unanimous vote*
156 *and the meeting was declared adjourned.*

157

158

159

Mayor Doug Hammond

160 ATTEST:

161

162

163 _____
Roxanne Behunin, Deputy Recorder

(S E A L)

AWAITING FORMAL API REVIEW



Vernal City Event Funding Application Form

Application Date: 29 January 2020 Date(s) of Event: 14 March 2020, Saturday

Amount Requested: \$ open to discussion

Applicant/Organization: Marvelous Xtreme Bulls Madness Committee

Type of Organization:

- Not-for-profit
- For profit

- Government agency / district
- Other: _____

Contact Person / Title: Tonja Lofthouse / Ben Lofthouse

Mailing Address: Box 5 Jensen, UT 84035

Email: marvelousxbm@gmail.com Phone: _____

Description of Event: 2nd ever PRCA Xtreme Bulls event in Utah! \$10,000 added prize money. 30 PRCA contendants, 2 NRF Award winning PRCA livestock producers. Ute Tribe Pride Dancing, The Renowned Felix Santana and his dancing Fresian horse, Muttin' Bustin' for local kids.

Besides funding, what other city services / personnel are requested to help with the event?

Security personnel

How will city funds be used? To promote and sponsor Marvelous Xtreme Bull Madness

Total budget for the event: \$40,000.00

Total event funds remaining after last year's event \$0

Other sources of funding for this event: Local business sponsors, Wendy's, Betty's Cafe, Red Mesa, Boot Barn, Bull Ring, 7-11 Cafe, Blue Mountain Mining.

Have you approached other public entities for funds for this event? Which entity and how much was granted?

Uintah County Travel Board (not received anything at this time.)

Estimated number of event attendees: 3000

Number of hotel room nights anticipated to be used by attendees / visitors: 2 nights/200-300

Do you plan to run this event next year? yes no;

Other Comments: We are aware that you have sponsored other events that have grown and become self sufficient. That is our projected goal also. We appreciate your patronage in bringing a world class PRCA Xtreme Bulls event to Vernal, Utah.

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Tonja Lofthouse

Event Director / Contact Person

29 January 2020

Date

The Event Funding Application Form should be submitted at least 10 days prior to the City Council meeting at which the request is reviewed.

Your event may require permits or applications such as a special event permit (sales tax), temporary food vendor or street closure. Visit with City Staff if you need help with these processes.

(Accounting code- Internal use only)

Amount in City budget for this event: __\$ Last year's funded amount: __\$



Vernal City Event Funding Application Form

Application Date: Jan 30, 2020 Date(s) of Event: August 14 & 15

Amount Requested: \$ 1,000

Applicant/Organization: Diamond Mountain Speedway

Type of Organization:

- Not-for-profit
- For profit

- Government agency / district
- Other: _____

Contact Person / Title: Allen Hacking / Pres

Mailing Address: 948 East 2500 South

Email: allenhackinginc@gmail.com Phone: 435-790-1458

Description of Event: Oval Dirt Track race

Besides funding, what other city services / personnel are requested to help with the event?

None

How will city funds be used? To pay prize money for this event

Total budget for the event: \$ 32,000

Total event funds remaining after last year's event \$ 0

Other sources of funding for this event: Sponsors, Entrance fee,

Have you approached other public entities for funds for this event? Which entity and how much was granted?

Uintah County & Naples City

Estimated number of event attendees: 80

Number of hotel room nights anticipated to be used by attendees / visitors: 2

Do you plan to run this event next year? yes no;

Other Comments: _____

Priority will be given to community events that attract visitors to Vernal. The City does not generally support charity fundraisers. City funds cannot be used to benefit individual people. I agree the information provided is true and accurate. I agree to make a presentation to the Vernal City Council summarizing the event and explaining how the city's fund will be used.

Ally Hark
Event Director / Contact Person

Jan 30, 2020
Date

The Event Funding Application Form should be submitted at least 10 days prior to the City Council meeting at which the request is reviewed.

Your event may require permits or applications such as a special event permit (sales tax), temporary food vendor or street closure. Visit with City Staff if you need help with these processes.

(Accounting code- Internal use only)

Amount in City budget for this event: \$ Last year's funded amount: \$

9:44 AM

07/02/19

Accrual Basis

Diamond Mountain Speedway, LLC.

Profit & Loss

June 28 - 29, 2019

	Jun 28, 19	Jun 29, 19	TOTAL
Ordinary Income/Expense			
Income			
SALES			
PIT GATE SALES	10,615.00	11,090.00	21,705.00
FRONT GATE	1,480.00	1,725.00	3,205.00
RESERVESS HILL PARKING	16.00	0.00	16.00
Total SALES	<u>12,111.00</u>	<u>12,815.00</u>	<u>24,926.00</u>
Total Income	12,111.00	12,815.00	24,926.00
Cost of Goods Sold			
COST OF GOODS SOLD	0.00	0.00	0.00
Total COGS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	12,111.00	12,815.00	24,926.00
Expense			
PURSE PAYOUT			
PURSE PAYOUT IMCA MODIFIED	6,000.00	6,300.00	12,300.00
PURSE PAYOUT IMCA NORTHERN	3,950.00	3,450.00	7,400.00
PURSE PAYOUT STOCK CARS	3,000.00	3,070.00	6,070.00
SANCTION FEE	300.00	300.00	600.00
PURSE PAYOUT PURE STOCKS	260.00	340.00	600.00
PURSE PAYOUT DWARF CAR	340.00	240.00	580.00
PURSE PAYOUT MINI STOCK	80.00	0.00	80.00
Total PURSE PAYOUT	<u>13,930.00</u>	<u>13,700.00</u>	<u>27,630.00</u>
PROFESIONAL FEES	950.00	900.00	1,850.00
INSURANCE EXPENSE	428.00	428.00	856.00
FIRE & SAFETY	250.00	250.00	500.00
SAFETY (AMBULANCE)	250.00	200.00	450.00
Total Expense	<u>15,808.00</u>	<u>15,478.00</u>	<u>31,286.00</u>
Net Ordinary Income	<u>-3,697.00</u>	<u>-2,663.00</u>	<u>-6,360.00</u>
Net Income	<u><u>-3,697.00</u></u>	<u><u>-2,663.00</u></u>	<u><u>-6,360.00</u></u>

5:25 PM

07/13/19

Accrual Basis

Diamond Mountain Speedway,LLC.

Sales by Customer Summary

June 28 - 29, 2019

	Jun 28 - 29, 19
AARON SPANGLER 16	270.00
ALEX SOUTHERLAND 32	150.00
* ALLEN HACKING 32H	10.00
* ASPEN RUSSELL 02	95.00
BEAU HUCHISON 88	95.00
BENSON SWAIN 68	230.00
BERT BEECH 46	240.00
BILL ROWLEY 8	75.00
bj haslem #3	250.00
brandon snow 31	135.00
BRANDON SWAIN 38	150.00
BRAXTON YEAGER 33 BY	200.00
BRENT COOK 11H	150.00
BRIAN CAREY 55C	190.00
BRIAN WORDALMAN 7	260.00
CAMERON SPANGLER 216	150.00
CASEY DELP 2W	240.00
CASEY PEREZ 4	140.00
CASH	6,921.00
CHASE HANSEN 20C	300.00
CHRIS DELP 22	320.00
CHRISTIAN JOHNSON 09	240.00
CHUCK DELP 2D	210.00
* CLAYTON CHRISTENSEN 21	150.00
CODY MALCOM 9	200.00
CODY TAYLOR 4	170.00
CRISTINNA RATZLAFF 15	150.00
DALTON HATTEN 63D	0.00
DAN WALDEMAR 77	320.00
DANIEL CLEVELAND 01C	255.00
DANNY OLSEN 19H	150.00
DAVE PITT 28	380.00
DERRICK RODEN 44	280.00
DILLION LAWRENCE 3	270.00
ED GILBERT G3	190.00
ED HENDERSON 21	240.00
GENE HENRY 2H	230.00
GRAYSON DENNEY 22	150.00
HEATH DENNEY 22	240.00
JAKE DONNELLY 24JD	240.00
JASON HERNANDEZ 22	115.00
JASON WRIGHT 83J	170.00
JAY KIBEL 89	150.00
* JEDEDIAH GRAHAM 73	210.00
* JEFF MILLER 8	75.00
* JERRY HISLOP 18H	75.00
* JO-JO	250.00
* JON HAMMOND 23JH	170.00
* JOSH PATE 33J	240.00
JUSTEN YEAGER 33Y	320.00
JUSTIN WRIGHT 83JH	270.00
KASEY BRIGHT 62	230.00
KC Perez 4	280.00
KENDRA VOLLMER	280.00
KENNY VOLLMER 91	260.00
KEVIN WRIGHT 83	150.00
KYLE MENLOVE 32M	225.00
LEVI CARD 77	190.00
MATT RAZLAFF 16	195.00
MATT RUF 5M	150.00
MICHEAL HALE 01H	320.00
MORRIS C DUNCAN 7	170.00
NATHON OLSEN 29	235.00
RACE FISHER 16	230.00
RACELY CARD 21	190.00
REGAN TAFOYA 24R	310.00

5:25 PM
07/13/19
Accrual Basis

Diamond Mountain Speedway, LLC.
Sales by Customer Summary
June 28 - 29, 2019

	<u>Jun 28 - 29, 19</u>
REX HIGGINS AK47	230.00
RICHARD ANDERSON 18	280.00
RICKY ALVARADO WW1	240.00
ROMAN SWAIN 913	150.00
RON MOSER 68	240.00
RONNIE ROY 13	140.00
RONNY ROY 13	140.00
RUS WARD 58	180.00
RUSS WILLER 2H	75.00
SCOTT LANDRY 4H	180.00
SHANE SIMPER 87S	75.00
SHANE TIFFANY 13X	115.00
SHAWN PARISH 31JR	190.00
SLADE PITT 35	150.00
STEFFAN CAREY 3	230.00
SWAWN LARACQU 68	200.00
TOD ALONZO 5	150.00
TOM GALLAGHER 69	190.00
TRAVIS SOUTHRLLAND 59	150.00
TROY HOUSEHOLDER 11T	150.00
TY GAMBEL 343	255.00
TYLER WEYSTONE 00	190.00
WADE TAYLOR 8	280.00
WAYLON DUNCAN 66	150.00
WYATT HOWARD 72W	300.00
ZANE DEVILBESS 18Z	400.00
TOTAL	<u>25,126.00</u>

7@90

COOPERATIVE AGREEMENT SAFE ROUTES TO SCHOOLS

This Cooperative Agreement, made and entered into this _____ day of _____, 2020, by and between the Utah Department of Transportation (“**UDOT**”), and Vernal City (“**LOCAL AUTHORITY**”).

RECITALS

WHEREAS, in the interest of public safety, the **LOCAL AUTHORITY** desires to plan, design, construct, and maintain an infrastructure-related project that will improve safety for students to walk and bicycle to Discovery Elementary School along the east side of 500 West; (the “**Work**”); and

WHEREAS, infrastructure projects using public funds shall be within public rights of way, either public property owned by a public entity and/or private lands that have public access easements; and

WHEREAS, the **LOCAL AUTHORITY** is agreeable to comply with the applicable **UDOT** Program Procedures and Standards for the Work described in this agreement; and

WHEREAS, State funds may not be expended for projects that do not specifically serve the stated purposes of the Safe Route to School program; and

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

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Description of Work.** The Work covered by this agreement is described in the **LOCAL AUTHORITY** application, attached as Exhibit A that is incorporated by reference.
2. **UDOT Responsibilities:**
 - a. Provide an Oversight Manager or Consultant Oversight Manager to assist the **LOCAL AUTHORITY** with ongoing coordination related to scope, schedule, risks, mitigation, and closeout process for the Work.
 - b. Prepare and process a cooperative agreement before Work initiation.
 - c. Upon completion of the Work and final inspection and approval by **UDOT**, reimburse the **LOCAL AUTHORITY**, up to the maximum of the Grant amount of **\$194,428.00**.

3. **LOCAL AUTHORITY Responsibilities:**

- a. Provide an Oversight Manager or Consultant Oversight Manager and oversee their performance related to the Work including approving consultant pay requests.
 - b. Construct the Work to **UDOT** standards or to **LOCAL AUTHORITY**'s standards if it is equal to or greater than **UDOT** standards.
 - c. Manage Work scope, schedule, budget, risk, and quality.
 - d. Coordinate details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordinate with the assigned **UDOT** Oversight Manager.
 - f. Upon completion of the Work and final inspection and approval by **UDOT**, submit a request for reimbursement to **UDOT**, up to the combined maximum amount of this agreement **\$194,428.00**, including documentation of costs incurred and paid for by the **LOCAL AUTHORITY**. Project overages shall be the responsibility of the **LOCAL AUTHORITY**.
4. **Access.** The **LOCAL AUTHORITY** shall guarantee access to and make all provisions for **UDOT**, Consultant, and Contractor to enter upon all lands, both public and private which are necessary to carry out the Work.
5. **Construction.** If for any reason, the **LOCAL AUTHORITY** has not commenced construction of the Work within a 2 year period from the date of the notice of grant award, the **LOCAL AUTHORITY** will relinquish the grant allocation for the Work upon request from **UDOT**, and this agreement shall be terminated. Upon commencement of construction, the **LOCAL AUTHORITY** agrees to complete the construction in an expeditious manner and in a reasonable timeframe. Should **UDOT** determine the Work is not proceeding in an expeditious manner and upon 30 days written notice, it may withdraw the grant and require the **LOCAL AUTHORITY** to refund any portion of the grant funds not expended for approved items at the time of withdrawal and terminate this agreement.
6. **Liability.** **UDOT** and **LOCAL AUTHORITY** 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. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

Safe Routes to Schools
Discovery Elementary / 500 West
COOPERATIVE AGREEMENT with Vernal City
Project: S-R399(328)
PIN: 17659 / CID: 73505-12S

7. **Project Underruns.** Any funds remaining at the completion of the Work resulting in an underrun will revert back to the Safe Route to School Program for redistribution by **UDOT**.
8. **Accessible to Persons with Disabilities.** Infrastructure projects constructed with Safe Routes to School funds shall be accessible to persons with disabilities, per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) at 28 CFR Part 36, Appendix A, as enforced by the U.S. Department of Justice and FHWA, and as required under section 504 of the Rehabilitation Act.
9. **Real Property Acquisition.** For real property acquisition and displacement activities, the **LOCAL AUTHORITY** shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 in accordance with 49 CFR Part 24.
10. **Utility Relocations.** The **LOCAL AUTHORITY** is required to pay, as part of the total Work cost, 50% of the cost of any utility facility relocation required within the State highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. Utah Administrative Code 72-6-116. The design of the Work shall minimize any utility relocations. Should the **LOCAL AUTHORITY's** Work design require utility relocations, the **LOCAL AUTHORITY** shall coordinate with the affected utility owner to determine a relocation design and cost estimate. The **LOCAL AUTHORITY** shall execute a 50% reimbursement agreement with each utility company prior to commencement of the Work.
11. **Maintenance.** Upon completion of the Work covered by this agreement, the **LOCAL AUTHORITY** 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. The maintenance shall include snow removal.
12. **Right of Way Disposal/Lease Proceeds.** For real property disposals the **LOCAL AUTHORITY** shall comply with 23 CFR 710.409 and 710.403. The **LOCAL AUTHORITY** should have property management records, which identify inventories of real property considered excess to the Work needs. If a **LOCAL AUTHORITY** determines that real property initially acquired as part of the Work is declared excess and disposed of the **LOCAL AUTHORITY** must comply with 23 CFR 710.409 and 710.403.
13. **Termination.** This Agreement may be terminated as follows:
 - a. By mutual agreement of the parties, in writing.
 - b. By either **UDOT** or the **LOCAL AUTHORITY** for failure of any of the parties to fulfill its 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.
 - c. By **UDOT** for the convenience of the State upon written notice to the **LOCAL AUTHORITY**.

Safe Routes to Schools
Discovery Elementary / 500 West
COOPERATIVE AGREEMENT with Vernal City
Project: S-R399(328)
PIN: 17659 / CID: 73505-12S

- d. Upon satisfactory completion of the provisions of this agreement.
- e. By **UDOT**, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the second fiscal year following the fiscal year in which this agreement is executed.

14. **Other Provisions:**

- a. 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.
- b. 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.
- c. Neither Party to this Agreement shall make impacts to the systems describe herein, exceed the capacities described herein, or act outside of the terms of this agreement without an amendment to this agreement.
- d. This agreement contains the entire agreement between the parties with respect to the subject matter, and no statements, promises or inducements made by either party that are contained in this written agreement shall be binding or valid.
- e. This agreement does not create any type of agency relationship, joint venture, or partnership between the parties.
- f. Each party represents that it has the authority to enter into this agreement. The parties may execute this agreement in counterparts.

Safe Routes to Schools
Discovery Elementary / 500 West
COOPERATIVE AGREEMENT with Vernal City
Project: S-R399(328)
PIN: 17659 / CID: 73505-12S

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

ATTEST:

VERNAL CITY, a municipal corporation in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

APPROVED AS TO FORM:

COMPTROLLER OFFICE

This Form Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

By: _____
Contract Administrator

Date: _____

Safe Routes to Schools
Discovery Elementary / 500 West
COOPERATIVE AGREEMENT with Vernal City
Project: S-R399(328)
PIN: 17659 / CID: 73505-12S

Exhibit A
Local Authority Safe Routes Application

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated January 6, 2020 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **VERNAL CITY**, ("Customer"), for work to be performed by Company for Customer at or near **Aggie Blvd. and Main St., Vernal** in **UINTAH** County, State of Utah.

Description:

STREETLIGHT REMOVAL

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is \$22,071.00. Customer has previously paid for design, permitting or other work in the amount of \$0.00, with a **balance due of \$22,071.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: To Be Determined

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

VERNAL CITY
QUINN BENNION VERNAL CITY MANAGER
374 E MAIN ST
VERNAL, UT, 84078
Phone (435) 789-2255
Cellular ()
Fax ()

Rocky Mountain Power
JERAD BALETKA
183 S 500 E
VERNAL, UT, 84078
Phone (435) 781-5604
Cellular ()
Fax ()

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

VERNAL CITY

ROCKY MOUNTAIN POWER

By _____
Signature

By _____
Signature.

Title VERNAL CITY MANAGER

Title Manager

QUINN BENNION
Print name of Signing Officer

BRANDON ANDERSON / ASHLEY
Print name of Signing Manager/Officer

Date

Date

Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless Company to this Agreement and Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten Company's ability to continuously provide electric service as it is required to do by law or by contract, then Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that Company and those persons employed by Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay Company and such changes in scope are reasonably acceptable to Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

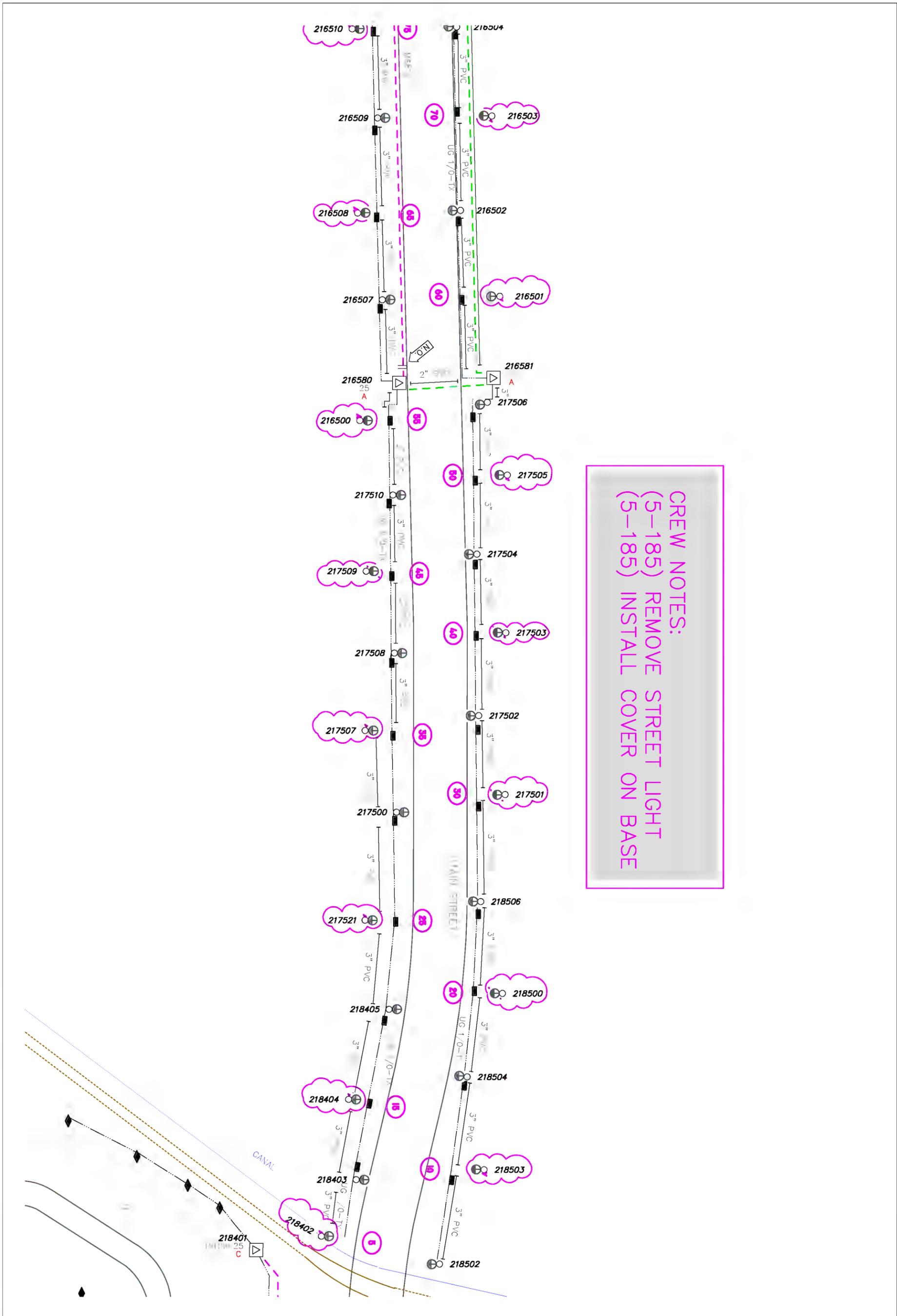
GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

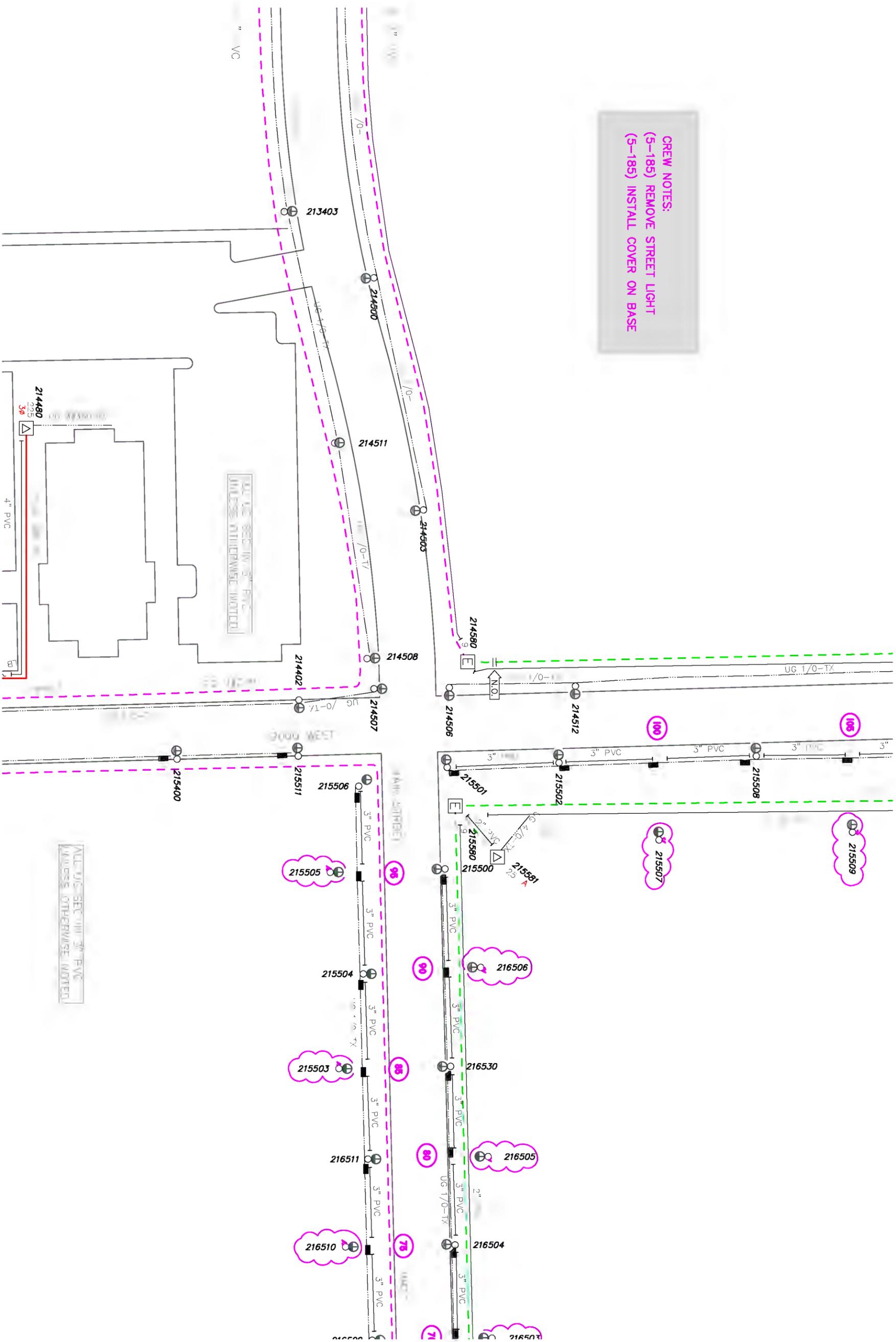
Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.



CREW NOTES:
 (5-185) REMOVE STREET LIGHT
 (5-185) INSTALL COVER ON BASE

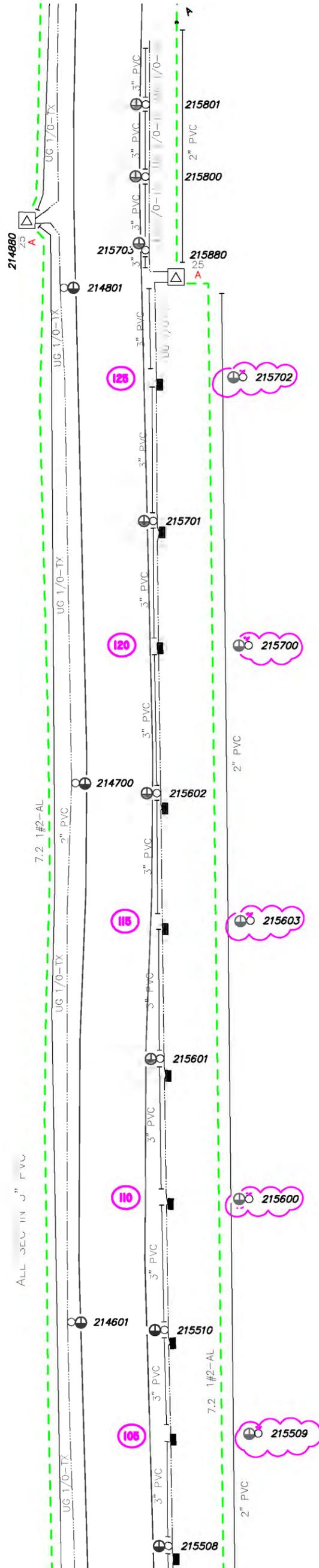
Foreman		Emp #	Job Start Date		 PACIFICORP <small>A BERKSHIRE HATHAWAY ENERGY COMPANY</small>		
CC# 11381	WO# / REQ# 006728372	Map String 11404021.0	Job Complete Date			1 OF 5	
CUSTOMER : VERNAL CITY ADDRESS : AGGIE BLVD & MAIN ST VERNAL, UT			Circuit MAE11	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 13117	Print Date 01/06/20	Scale 1=100'

CREW NOTES:
 (5-185) REMOVE STREET LIGHT
 (5-185) INSTALL COVER ON BASE

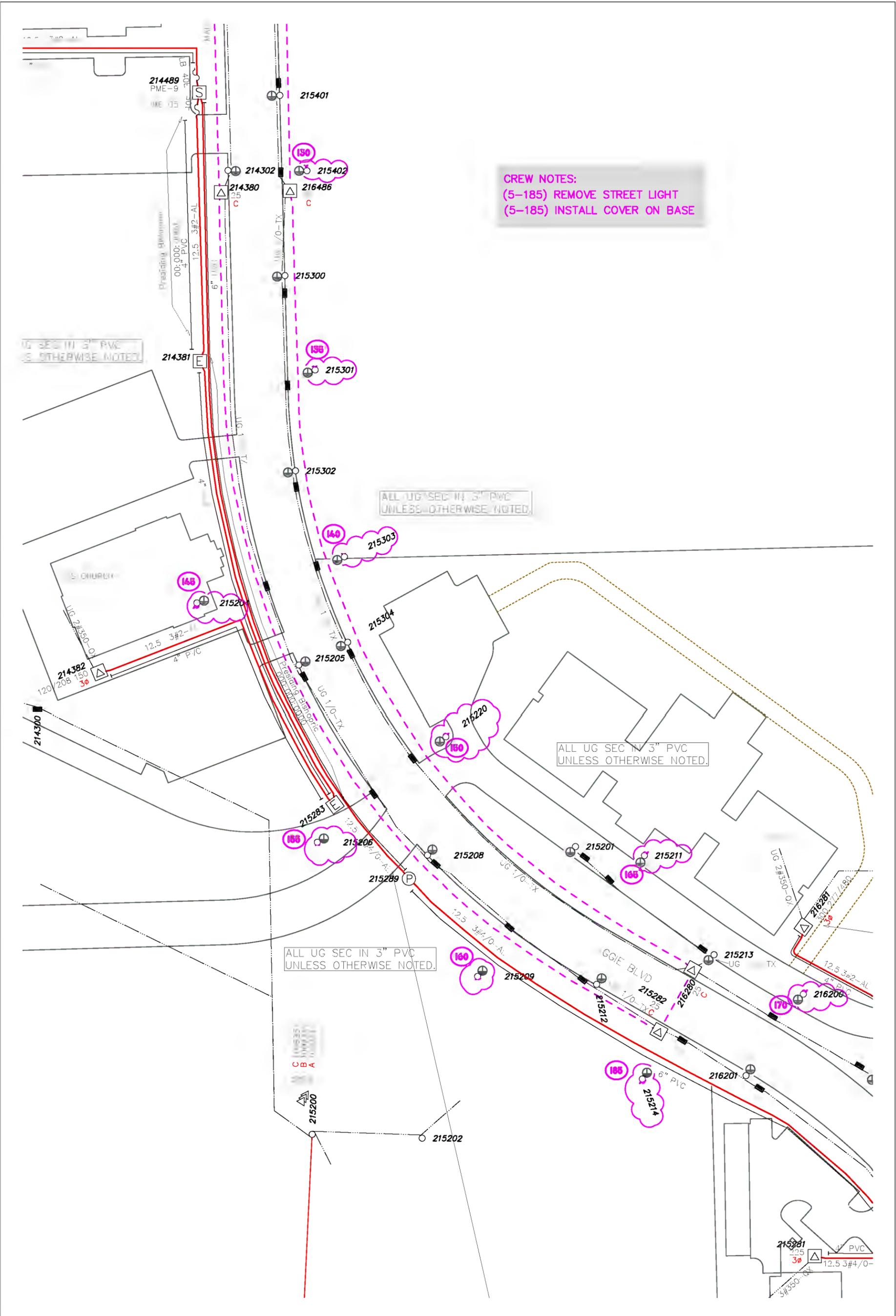


Foreman		Emp #	Job Start Date		 PACIFICORP <small>A BERKSHIRE HATHAWAY ENERGY COMPANY</small> 2 OF 5
CC#	WO# / REQ#	Map String	Job Complete Date		
11381	006728372	11404021.0	Circuit	Post Jobs <input type="checkbox"/> RQI <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 13117 Print Date 01/06/20 Scale 1=100'
CUSTOMER : VERNAL CITY ADDRESS : AGGIE BLVD & MAIN ST VERNAL, UT			MAE11		

CREW NOTES:
 (5-185) REMOVE STREET LIGHT
 (5-185) INSTALL COVER ON BASE



Foreman		Emp #	Job Start Date	 3 OF 5
CC# 11381	WO# / REQ# 006728372	Map String 11404021.0	Job Complete Date	
CUSTOMER : VERNAL CITY ADDRESS : AGGIE BLVD & MAIN ST VERNAL, UT			Circuit MAE11	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>
			EST ID# 13117	Print Date 01/06/20
			Scale 1=100'	



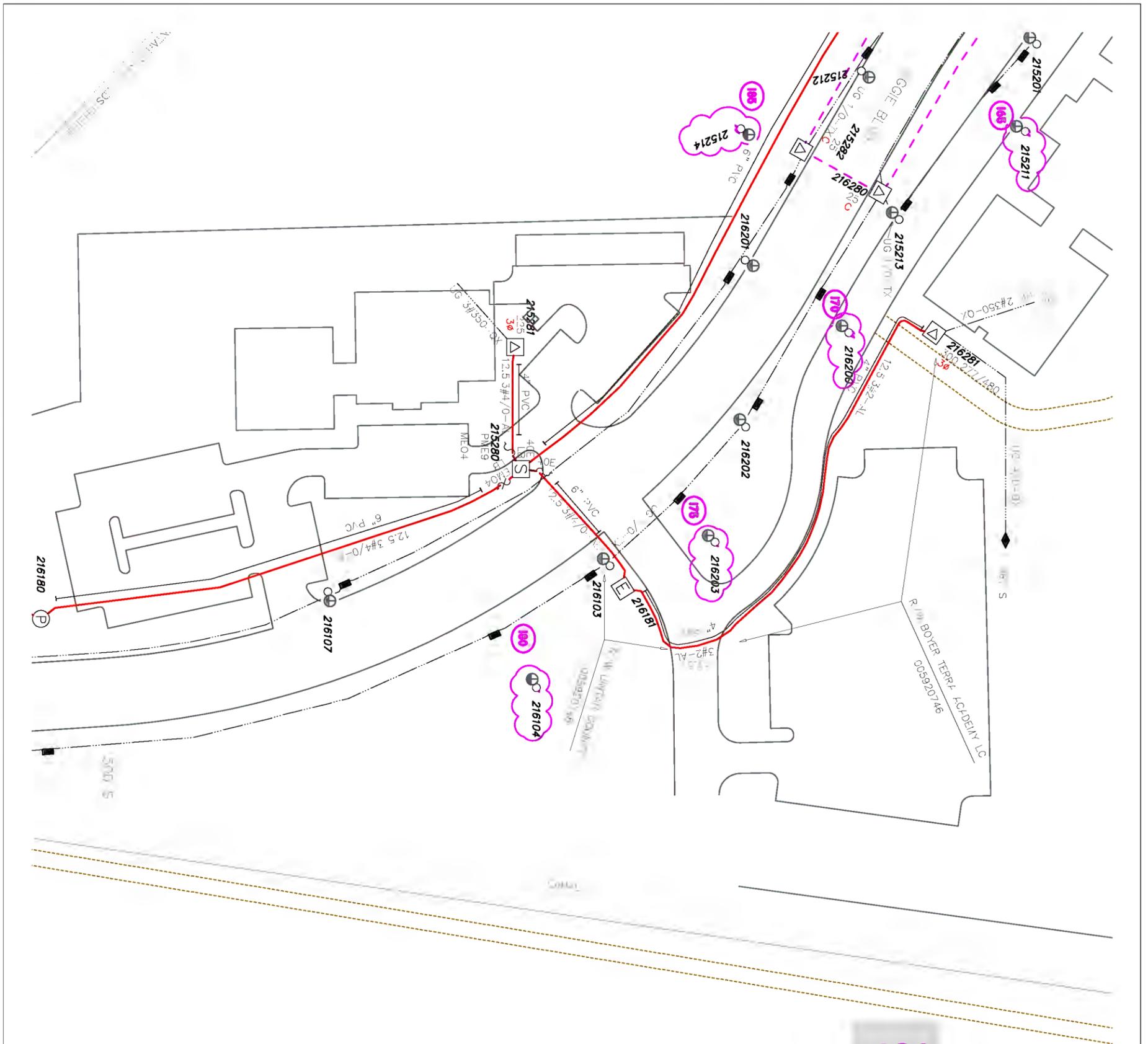
CREW NOTES:
 (5-185) REMOVE STREET LIGHT
 (5-185) INSTALL COVER ON BASE

ALL UG SEC IN 3" PVC UNLESS OTHERWISE NOTED.

ALL UG SEC IN 3" PVC UNLESS OTHERWISE NOTED.

ALL UG SEC IN 3" PVC UNLESS OTHERWISE NOTED.

Foreman		Emp #	Job Start Date	 
CC#	WO# / REQ#	Map String	Job Complete Date	
11381	006728372	11404021.0		4 OF 5
CUSTOMER : VERNAL CITY ADDRESS : AGGIE BLVD & MAIN ST VERNAL, UT		Circuit MAE11	Post Jobs <input type="checkbox"/> RQI <input type="checkbox"/> Posted <input type="checkbox"/>	EST ID# 13117 Print Date 01/06/20 Scale 1=100'



CREW NOTES:
 (5-185) REMOVE STREET LIGHT
 (5-185) INSTALL COVER ON BASE

Foreman		Emp #	Job Start Date		  <p>5 OF 5</p>
CC#	WO# / REQ#	Map String	Job Complete Date		
11381	006728372	11404021.0	Circuit	Post Jobs	EST ID#
CUSTOMER : VERNAL CITY ADDRESS : AGGIE BLVD & MAIN ST VERNAL, UT			MAE11	<input type="checkbox"/> RQI <input type="checkbox"/> Posted	13117
					Print Date
					01/06/20
					Scale
					1=100'