



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA MARCH 2, 2021

Work Session: 6:00 pm – Regular Session 7:00 pm

Posted February 25, 2021

Notice is given that the North Salt Lake City Council will hold a regular meeting on **MARCH 2, 2021** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Conference Room followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically.

The public can view the meeting electronically via Zoom link:

<https://us02web.zoom.us/j/85113717051?pwd=SWxXZ0lGckY3Z0xySy9QT2p2djBvQT09> Meeting ID: 851 1371 7051

The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION –6:00 p.m.

1. Election Discussion – Curtis Koch, Davis County Clerk/Auditor
2. Approve City Council Minutes of February 2, 2021
3. Action Items
4. Council Reports
5. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Citizen Comment
3. Remarks, questions and answers by Davis County Commissioner Lorene Kamalu.
4. Consideration of **Ordinance 2021-02**: An ordinance granting an electric utility franchise agreement and general utility easement to Rocky Mountain Power. (Agr 2021-10A)
5. Consideration of **Resolution 2021-09R**: A resolution approving an agreement for consulting services for the preparation of General Plan amendments to the City's Water and Storm Water Master Plans and for the preparation of associated impact fee facilities plans, impact fee studies, impact fee ordinances and water and storm water rate studies with Bowen, Collins & Associates for an amount not to exceed \$231,725. (Agr 2021-11A)
6. Consideration of **Resolution 2021-05R**: A resolution in support of the 2021 update to the Davis County Pre-Disaster Mitigation Plan and commitment to City participation.
7. Consideration of bid award for Foxboro Drive street reconstruction project from Foxboro Elementary school to Fox Hollow Drive roundabout in the amount of \$155,984.

8. Mayor's Report
9. City Attorney Report
10. City Manager Report
11. Adjourn

CLOSED SESSION

1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property. *Utah Code 52-4-205*

The public is invited to attend all city public meetings in person or via electronic means. The Zoom link to attend this meeting virtually can be found below:

<https://us02web.zoom.us/j/85113717051?pwd=SWxXZ0lGckY3Z0xySy9QT2p2djBvQT09>

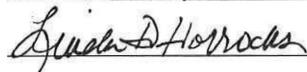
Meeting ID: 851 1371 7051

Passcode: 843252

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 25th day of Feb, 2021.

Dated this 25th day of Feb, 2021.





1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 FEBRUARY 2, 2021

4
5 **DRAFT**
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7 Mayor Arave called the meeting to order at 6:07 p.m.
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9 PRESENT: Mayor Len Arave
10 Council Member Lisa Watts Baskin
11 Council Member Natalie Gordon
12 Council Member Brian Horrocks
13 Council Member Ryan Mumford
14 Council Member Stan Porter
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16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
17 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; David
18 Church, City Attorney; Sherrie Pace, Community Development Director; Linda Horrocks, City
19 Recorder; Andrea Bradford, Minutes Secretary.
20

21 OTHERS PRESENT: Melissa Ballard, Utah House of Representatives; Todd Weiler, State
22 Senator Dee Lalliss, resident, and "Zoom User."
23

24 1. 2021 LEGISLATIVE SESSION DISCUSSION: SENATOR TODD WEILER AND
25 REPRESENTATIVE MELISSA BALLARD
26

27 Melissa Ballard spoke on the current Utah legislative session and said that the majority of the
28 work was done before the session including preparing bills, finding support or opposition for
29 those bills, and finding compromises. She said some of the challenges were finding legislative
30 staff to write bills and meetings via Zoom. Ms. Ballard spoke on the process and said for a bill to
31 pass it had to be reviewed by multiple people.
32

33 Melissa Ballard said she was working on some bills related to water and found that the goal was
34 able to be accomplished through training via cities without the need for a bill. She also said she
35 was working on hydrogen use at the airport and the inland port that included uses in warehouses
36 with hydrogen powered generators and other equipment. Ms. Ballard spoke on a pilot program at
37 the inland port with grant funding for other hydrogen projects. She said hydrogen was more
38 efficient than diesel and had zero emissions. Other bills were related to the marriage commission,
39 long term care facilities, sanitation amendments for cosmetology and businesses, and efficiency
40 in government at the State level.
41

42 Mayor Arave said his concern was related to policing and that there may be some repeals on
43 laws from last year.

44 Chief Black commented that the Law Enforcement Legislative Committee met once a week and
45 were tracking approximately 150 bills. He said two of the proposed bills were DUI revisions and
46 thanked Melissa Ballard for standing up for victim's rights in these incidences, particularly in her
47 support for Sarah's Bill. Chief Black spoke on the police reform bills and said there were many
48 things about these bills that were favorable including one related to excessive force that
49 unfortunately did not pass. He mentioned another bill related to an officer that left a department
50 under investigation, which would require that investigation to be completed.

51
52 Melissa Ballard asked Chief Black for a two sentence statement that she could quote on the floor.
53 She said some bills were not as well-known so this would allow her the opportunity to stand up
54 and talk about those bills.

55
56 Chief Black mentioned Representative Romero's training amendments, which would require that
57 16 hours of training per year focused on de-escalation, conflict management, mental illness, and
58 reasonable defensive tactics. He said the City's police department already emphasized de-
59 escalation tactics and a uniform standard of critical incident/mental illness training.

60
61 Chief Black spoke on several criminal justice type bills and said the problem was misinformation
62 related to these bills including Senator Thatcher's facial recognition bill. He explained that
63 intelligence gathering from public sources would not replace police work and it would still need
64 to be proven that the individual committed the crime. He said the bill addressed only allowing
65 images that were gathered from a public place and would not violate an individual's privacy.

66
67 Chief Black stated that Senator Weiler was running asset forfeiture legislation, and said the City
68 rarely used asset forfeiture funds; in fact, the only time they had utilized asset forfeiture funds
69 was through the JAG process (Justice Assistance Grants) administered by the State of Utah
70 through CCJJ. The Chief said this current bill had been agreed to by the stakeholders as
71 compromise, but there were still those who were anti-forfeiture that felt that forfeiture was a
72 benefit to law enforcement. He said that law enforcement did not pay salaries or bonuses of any
73 kind with asset forfeiture funds, but all funds went to drug related enforcement – primarily
74 equipment, rehabilitation, and education. The Chief added that this was not a law enforcement
75 benefit, but an overall public benefit that used drug income to fight drug crimes, not just general
76 tax funds.

77
78 Chief Black also spoke on Representative Romero's affirmative consent bill related to rape and
79 sexual assault and said it was a strong piece of victim's rights legislation. He said over 90% of
80 their assault related cases were not unknown predators and how this bill would require
81 affirmative consent in those situations.

82
83 Mayor Arave interjected to read the statement required at the beginning of meetings held without
84 anchor locations. "As Mayor of the City of North Salt Lake and Chair of this public body have
85 determined that due to the COVID-19 pandemic and the physical distancing needed to prevent

86 the spread of infection public meetings presented a substantial risk to the health and safety of
87 those who may be present. That risk could be substantially mitigated by holding City Council
88 meetings through electronic means that allow for public participation without an anchor location.
89 A copy of this determination is available at www.nslcity.org.”

90

91 Senator Weiler commented on Sarah’s Bill and said it would probably be amended on the Senate
92 floor. He said a prosecutor who helped write the bill saw it as an opportunity to re-write bail
93 reform law for Utah by using a sympathetic victim, Sarah Frei, who had a desire for change. This
94 would impact bail reform for everyone that was arrested and not just drunk drivers. He felt that
95 the bail would be scaled back without disturbing the intent of the Frei family, which was harsher
96 bail terms for DUIs.

97

98 Senator Weiler also spoke on a bill he was running related to obtaining workplace violence
99 protective orders for employees/workplace.

100

101 Ken Leetham asked that if a transportation bond or funding bill was proposed, would Senator
102 Weiler and Representative Ballard help the City obtain funding for the 1100 North bridge
103 project. Senator Weiler commented that ironically he drove through that intersection with the
104 Senate president and discussed the Fedex truck incident. He said a transportation bond was
105 difficult in that it was not transparent and would appear at the end of the session with little
106 warning. Senator Weiler felt a bond would be put in place this session and that the City would be
107 included as the City’s lobbyists were doing a good job in that regard.

108

109 Mayor Arave asked about Representative Ward’s bill related to Accessory Dwelling Units
110 (ADUs). Melissa Ballard replied that the Committee put the bill on hold and requested that
111 Representative Ward bring back a compromise.

112

113 Mayor Arave also mentioned Representative Ray’s bill and said that impact fees were necessary
114 to make communities livable. He said some cities were not as responsible as they should be and
115 consumers needed to be protected with qualified inspections. He also felt the restrictions on the
116 cities were problematic. Ken Leetham said the cities played a consumer protection role.

117

118 Mayor Arave explained that the City did have certain restrictions related to building facades, etc.
119 and felt it was important that cities were able to define that to an extent.

120

121 Senator Weiler said that there was a Utah Court of Appeals decision related to whistleblower
122 claims for municipal employees. He said the current statute was not working and the League was
123 not interested in helping him to revise the statute. Mayor Arave replied that as he was the
124 secretary for the League that he would be interested in helping Senator Weiler to draw some
125 attention to this.

126

127 Ken Leetham commented that it was difficult for municipal employees to file claims.

128

129 Council Member Horrocks asked Representative Ballard if hydrogen was safe and referenced the
130 Hindenburg. Melissa Ballard responded that the University of Utah would prefer to have
131 hydrogen generators as they had zero emissions and were less maintenance than diesel
132 generators. She explained that if there was an explosion it would spew upwards versus diesel fuel
133 which would cause a massive explosion. Ms. Ballard also said hydrogen would last longer and
134 was cheaper than electric batteries.

135

136 Council Member Porter asked about the main sources of energy that produced hydrogen. Melissa
137 Ballard replied there were two different sources right now including capturing unused electrical
138 power and methane reform as well as removed from coal. She said it also required less water to
139 obtain hydrogen fuel than petroleum.

140

141 Mayor Arave mentioned the bill related to billboards and the need for cities to have some
142 restrictions.

143

144 Council Member Porter referred to a billboard near the (South Fork) hardware store as well as
145 the Dark Sky initiative. He said that the City had allowed these electronic billboards but said it
146 seemed like there were always complaints. Melissa Ballard said that a bill or an amendment that
147 limited the wattage in these signs/billboards may be a better alternative.

148

149 Council Member Porter also said there were individuals who would purchase property near
150 UDOT road expansions and would place storage units and billboards there until the property was
151 purchased by UDOT. He suggested that a provision could potentially be made for that.

152

153 2. APPROVE CITY COUNCIL MINUTES

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155 The City Council minutes of January 19, 2021 were reviewed and approved.

156

157 **Council Member Baskin moved to approve the City Council meeting minutes of January**
158 **19, 2021 as amended. Council Member Mumford seconded the motion. The motion was**
159 **approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

160

161 3. ACTION ITEMS

162

163 The action items list was reviewed. Completed items were removed from the list.

164

165 Mayor Arave asked about the status of the sidewalk easements along Redwood Road. Sherrie
166 Pace replied that Mr. and Mrs. Paul Hunter needed to sign the documents in the presence of a
167 notary and the other property owner was waiting for clarification on what would be allowed on
168 his property unrelated to the purchase and would also need to sign the agreements. Once the City
169 received the signed agreements the project could go out for bid.

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Paul Ottoson commented that the plans and specifications were ready to go out for bid.

Mayor Arave asked about the plans for the Neighbors Market. Sherrie Pace replied that it would be a façade improvement with new signage as well. She said she would send the façade improvements to the City Council.

Council Member Baskin thanked staff for their efforts in cleaning up the property on Highway 89. Mayor Arave asked if there was any update on that parcel. Sherrie Pace responded that the new developers for the property were the ones who facilitated the demolition and cleanup.

Council Member Baskin asked if this was a result of a declaration by the hearing officer and a penalty. Sherrie Pace replied that was correct and said the hearing officer determined that five properties were in violation with the maximum amount fined on each parcel. She also said that three individuals living on the property had to be escorted from the building by police officers so that the demolition could occur.

4. COUNCIL REPORTS

Council Member Gordon reported that the Youth City Council (YCC) would be participating in the Super Bowl of Caring gathering donations for the Food Bank, which would take place at Lee's Marketplace.

Council Member Mumford reported that the initial Hatch Park redesign meeting went well and the Committee would meet again February 8th, February 22nd, and March 8th. The Committee, comprised of City staff, Parks and Arts Committee, a planning commissioner, and Council Member Mumford, would discuss concepts and design elements for the park. This information would be sent to the consulting firm who would create two to three concepts. He said the Parks and Arts Committee was very diverse which would help to provide useful feedback to meet the needs of residents.

Council Member Mumford reported on odor events from the sewer plant. He said there was a big burn-off recently. Mayor Arave replied that they were working on the burner and had also installed the system along the fence line to help reduce odors.

Council Member Porter said his power was off lately which sometimes caused flare-ups at the refineries.

Council Member Mumford also reported on a requested zone change from a property owner on Highway 89. Ken Leetham replied that staff had met with the property owner.

211 Council Member Mumford explained that the property owner owned the luggage company and
212 wanted to lease out space to other businesses but found that those businesses did not meet the
213 code in that zone. The property owner said the code was too restrictive and felt that these
214 businesses would not have a negative impact at this location. He said that while he sympathized
215 with the business owner's struggle, especially during COVID, and that the City would not want
216 vacant buildings, but a zone change could have ramifications particularly for long-term
217 development.

218

219 5. ADJOURN

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221 Mayor Arave adjourned the meeting at 7:07 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
FEBRUARY 2, 2021

DRAFT

Mayor Arave called the meeting to order at 7:07 p.m.

PRESENT: Mayor Len Arave
Council Member Lisa Watts Baskin
Council Member Natalie Gordon
Council Member Brian Horrocks
Council Member Ryan Mumford
Council Member Stan Porter

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; David Church, City Attorney; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Dee Lalliss, Kent Kirkham, Lela Machado, residents.

1. CITIZEN COMMENT

There were no citizen comments.

2. RECOGNITION OF STEPHEN GARN AND KENT KIRKHAM, OUTGOING
PLANNING COMMISSION MEMBERS

Mayor Arave recognized Kent Kirkham for his service on the Planning Commission. He said he first met Kent through Uniting Neighbors and was impressed with his efforts. He added that the Planning Commission had achieved a lot during the last several years and that Kent had done a marvelous job.

Kent Kirkham commented that it had been a real privilege to serve on the Planning Commission for six years. He said staff had been great to work with including Ken Leetham and Sherrie Pace.

Commissioner Gordon said it was a joy to serve with Kent and Steve on the Commission. She said they were very dedicated and really helped to make great decisions for the City.

Commissioner Baskin thanked Kent and Steve and said it was a great opportunity to work with them.

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Mayor Arave said he met Steve Garn 25-30 years ago when they worked together at Woodside Homes. He said Steve and Kent were in construction and also built relationships. He thanked them for their wisdom and hard work.

Council Member Porter also thanked Kent and said he worked with him on Uniting Neighbors. He said Kent was a solid citizen of the community.

Council Member Mumford thanked Kent and Steve as well and said they did a fantastic job.

3. CONSIDERATION OF RESOLUTION 2021-06R: A RESOLUTION APPROVING AMENDMENT NO. 6 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES WITH DAVIS COUNTY (AGREEMENT 2021-03A)

Ken Leetham reported that the City approved this resolution each year. He said Davis County Animal Services had a new director that staff had not met in person. He said the City's calls for service went down last year so the cost was lower. The contract would be for \$57,799 compared to \$58,134 from the prior year. Staff recommended approval of the resolution.

Council Member Horrocks spoke on a potential bill to fund these services a different way. He asked how that would affect this agreement. Ken Leetham said he had a briefing the following day on an initiative related to creating a new countywide taxing district with a low mill levy for animal control. The bill would allow taxing authority for that district and then Davis County would create a district with each City to continue to use animal control services through the County.

Council Member Horrocks said the Division of Wildlife Services (DWS) stated that deer and other wildlife were theirs. He asked if the City ever billed DWS for wildlife cleanup on Highway 89. Ken Leetham replied DWS did cleanup wildlife on Highway 89. He said the County was doing wildlife cleanup but it would now be relegated to the DWS.

Chief Black said DWS would not deal animals like raccoons so the City had to call a pest control company in those instances.

Council Member Mumford asked about the special district for animal control and asked if it would have the same governance as the Fire District with representatives. Ken Leetham replied that he would find out more information at their meeting. He said the concern was for cities to have more representation in animal control services.

Council Member Mumford commented that he liked the general concept but said it was difficult for residents to be taxed but to not have representation. Ken Leetham said there were two

305 structures that were possible including representation on a board or the three County
306 commissioners could be the representatives with levels of service.

307

308 **Council Member Porter moved to approve Resolution 2021-06R approving Amendment #6**
309 **to the Interlocal Cooperation Agreement for Animal Services between the City of North**
310 **Salt Lake and Davis County. Council Member Horrocks seconded the motion. The motion**
311 **was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

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313 4. CONSIDERATION OF RESOLUTION 2021-07R: A RESOLUTION APPROVING
314 ENTERING INTO AGREEMENT 2021-05A: AN INTERLOCAL COOPERATION
315 AGREEMENT FOR MUNICIPAL ELECTION SERVICES WITH DAVIS COUNTY

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317 Linda Horrocks reported that 2021 was a municipal election year and voters would be voting for
318 mayor and two council positions. She said the City had contracted with the County for several
319 years, as they had the expertise and personnel to handle elections. The estimate for 2021 was
320 \$16,298.87 compared to the previous amount of \$15,584.14. This increase was due to the
321 requirement for vote by mail, an increase in new registered voters, and administrative cost
322 increases. She said if a primary election was needed it would be held August 10th with the
323 general election to be held November 2nd. City Hall would still be a polling location and
324 residents could vote in person on that day or send in a mail-in ballot. She added that voters could
325 also vote in-person four days prior to the election at the Davis County Administration building.

326

327 Mayor Arave asked for clarification on the cost. Linda Horrocks replied that it would cost
328 \$16,298.87 per election for a total of \$32,597, if a primary election was needed.

329

330 Council Member Mumford asked if Davis County was still opposed to rank choice voting. Linda
331 Horrocks replied that the County informed city recorders that they would not facilitate rank
332 choice voting at this time as the process was too different and there were still many unknowns.

333

334 Council Member Mumford said he had been researching rank choice voting and said there could
335 be at least three candidates for mayor and five candidates for city council and said this would
336 allow for one election instead of a primary. He also said that it seemed like people were more
337 stressed due to COVID with increased roughness online and he felt rank choice voting promoted
338 kindness. He said he would like to investigate rank choice voting for this election. Council
339 Member Baskin was in agreement and said she was disturbed the County would not even
340 consider it.

341

342 Linda Horrocks commented that she could forward the statement from the County. She said that
343 the County was not adamant against rank choice voting but needed more research and wanted a
344 say on how it was administered.

345

346 Mayor Arave asked if there was an entity that could run a rank choice election for the City.
347 Linda Horrocks replied that she would be happy to research this option.

348
349 Ken Leetham said that the group that presented the information on rank choice voting could
350 assist the City. He commented that in his research it seemed that most of the opposition came
351 from county clerks and county government. He said staff could do some research and present
352 some options to the Council.

353
354 Mayor Arave suggested tabling the item and reviewing more options.

355
356 Council Member Baskin asked why the county clerks/administration opposed rank choice voting
357 and if it could be the potential that more work was required. Ken Leetham replied that the
358 County's clerk auditor viewed rank choice voting as a complete retooling of a large effort that
359 would cost a lot of money. The auditor also felt that there would not be public support for rank
360 choice voting.

361
362 Council Member Baskin said that maybe four years in the future the County may be more open
363 to rank choice voting. Linda Horrocks replied that the County said there may be some merit and
364 an alternative voting method may be helpful in the future. She said two Utah County cities had
365 tried rank choice voting in the last election and she would reach out to them.

366
367 David Church said that he thought Payson and Vineyard had rank choice voting and were happy
368 with the results. He said the process had strong support from the Utah County Clerk's office. He
369 said the City could run the election in house if they wanted to do rank choice voting.

370
371 Council Member Porter asked if it would still be a mail-in ballot or if new machines would be
372 required for rank choice voting. David Church replied affirmatively and said the County did not
373 want to run two systems if some cities wanted to do rank choice voting and some did not.

374
375 **Council Member Baskin moved to table the measure to have the County re-contracted for**
376 **election services, and in the interim she moved that the City examine rank choice voting**
377 **and solicit advice from Utah County and consider a pilot program for the City for the next**
378 **election.**

379
380 Mayor Arave clarified that the motion was to table this item and research rank choice voting. He
381 asked if there was a deadline for the agreement with the County. Linda Horrocks replied that the
382 deadline was March 1st and said she would add this item to the next Council agenda.

383
384 **Council Member Mumford seconded the motion. The motion was approved by Council**
385 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

386

387 5. CONSIDERATION OF ORDINANCE 2021-01: AN ORDINANCE AMENDING
388 TITLE 3-BUSINESS LICENSING FOR ALCOHOLIC BEVERAGES
389

390 David Church reported that this ordinance was generated when Ken Leetham asked what
391 standards did or did not apply to the City granting a license for beer sales. He said in Utah the
392 licensing for all alcoholic beverages was controlled by the State and in some instances they
393 would request local consent or allow the cities to issue licenses. Mr. Church said as the City's
394 ordinances only refer to State code he felt some clarification could be added particularly as State
395 code did not have standards for local consent. He suggested adding the exact language from the
396 State code, which had the disqualifying provisions and the definition of local consent on how
397 they would evaluate a licensing applicant.

398
399 **Council Member Porter moved that the City Council approve Ordinance No. 2020-01, an**
400 **ordinance amending Title 3, Chapter 2 concerning licensing and regulation of alcoholic**
401 **beverages in the City. Council Member Horrocks seconded the motion. The motion was**
402 **approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**
403

404 6. CONSIDERATION OF BID AWARD FOR EAGLERIDGE DRIVE
405 RECONSTRUCTION FROM VISTA VIEW LANE TO EAGLEWOOD LOOP,
406 ADVANCED PAVING AND CONSTRUCTION, LLC, IN THE AMOUNT OF
407 \$188,357
408

409 Paul Ottoson showed a map of Eagleridge Drive with the areas that would be repaired this year.
410 The project area would start at Vista View Lane to the southern part of Eaglewood Loop. The
411 project would be completed in phases with the first step of pre-lowering the manholes and water
412 valves to protect the milling machine. The project would start on a Friday evening with road
413 closures at both ends of the project. Only Mont Clair residents would be able to access the road
414 at that time, and the area would then be roto-milled and the soft spots would be excavated and
415 filled. The small section between Eaglepointe Drive and Vista View Lane would then be
416 asphalted to allow resident access. Mr. Ottoson stated that on Monday they would then start on
417 the soft spots in the longer section from Eaglepointe Drive to Eaglewood Loop. The residents of
418 Mont Clair would have access and be kept up to date on the project.

419
420 This project would be a priority for the contractor but would be weather related as a minimum
421 50-degree temperature would be necessary. He said the contractor would have 14 days to
422 complete the work in the event there were weather delays or additional soft spots. When the
423 asphalt was completed the manholes and water valves would be raised and the road striping
424 would then be completed. The contractor would need to present a traffic control plan for when
425 the road was closed. Mr. Ottoson showed images of the bad areas of asphalt that would need to
426 be excavated.

427

428 Paul Ottoson said there were nine bidders for this project with competitive pricing. He said he
429 was hopeful that this year would be better for bids. The low bidder for this project was Advanced
430 Paving and Construction who did an excellent job on the previous Eagleridge Drive project. The
431 budget for this project was \$325,000 and the low bid was \$188,357. He said the price could
432 increase based on the depth of the cracking.

433

434 Mayor Arave asked about crack sealing. Paul Ottoson replied that it would need to be around 60
435 degrees for sealing.

436

437 **Council Member Horrocks moved that the City Council award the Eagleridge Drive Street**
438 **Overlay (Vista View Lane to Eaglewood Loop) project to Advanced Paving and**
439 **Construction, LLC for the price of \$188,357.00. Council Member Mumford seconded the**
440 **motion. The motion was approved by Council Members Baskin, Gordon, Horrocks,**
441 **Mumford and Porter.**

442

443 7. MAYOR'S REPORT

444

445 Mayor Arave reported that the Sewer District was now selling gas, which should help with their
446 budgetary issues. He said the District was out of compliance in both the north and south plant
447 related to discharges, which resulted in an \$8,000 fine.

448

449 8. CITY MANAGER'S REPORT

450

451 Ken Leetham reported that the budget meeting would be held March 6th. A discussion was held
452 and a determination was made that the budget meeting would start at 9 a.m.

453

454 Ken Leetham said that the City had received seven applications for the City attorney position. He
455 proposed a selection process and committee comprised of the West Bountiful City Manager, the
456 Mayor, and several City Council members to review the applications. Mr. Leetham explained
457 that Council Member Baskin was one of the applicants and felt that this hiring committee would
458 provide a more objective view of this important position.

459

460 Mayor Arave asked if he should ask for volunteers or appoint Council members to the
461 committee. David Church replied that the Mayor could ask for volunteers or make appointments.
462 He said technically the Council as a whole should make a recommendation.

463

464 Council Member Horrocks recommended narrowing it down to two or three applicants for
465 consideration by the entire Council.

466

467 Council Member Horrocks and Porter volunteered to serve on the committee.

468

469 Council Member Gordon commented that she knew several of the applicants and was happy for
470 the Mayor and Council Members Porter and Horrocks to review the applicants. Council Member
471 Mumford was in agreement.

472

473 Mayor Arave said he would set up a meeting to go over the applications.

474

475 9. CITY ATTORNEY'S REPORT

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477 David Church commented that it had been one year since he advised the City to find a new
478 attorney but would continue to serve until the selection and hiring process was complete

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480 10. ADJOURN

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482 Mayor Arave adjourned the meeting at 7:59 p.m.

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484 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
485 *March 2, 2021 by unanimous vote of all members present.*

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Linda Horrocks, City Recorder

Action Items for March 2, 2021

Item	Staff	Description
Current		
1	Mayor, Ken, Sherrie	Mayor and Staff – review and present locations in the City for a new South Davis Rec District facility.
2	Ken, Sherrie	Assignment to amend the Park and Recreation Element of the City’s General Plan so that it includes Hatch Park, Tunnel Springs Expansion and Capital Projects and repairs. <i>An RFP is being prepared to complete the amendment.</i>
3	Paul	In conjunction with the re-routing of storm water near the 14 th hole on the golf course, Staff to research using the water in a water feature at the Eaglewood Sign in that same area. CM Horrocks mentioned that there is probably additional water in the storm drain coming down lower Foxhill, as it often floods the street onto Eaglewood. <i>Staff is evaluating several potential options for fixing this storm drain and including potential water features as a part of the design of the repair. Will report to CC when staff report is more complete. Paul met with contractor – going to get a design. (will need a budget adjustment)</i>
4	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.</i>
5	Ken, David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
6	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>This idea will be included in the new proposals related to the golf course and efforts to increase revenues.</i>
7	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
8	Linda Ken	CM Porter asked for recognition/formalization of the City’s History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 2, 2021

SUBJECT: Consideration of Ordinance 2021-02: An ordinance entering into a franchise agreement with Rocky Mountain Power.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the attached ordinance which approves the continuing franchise agreement with Rocky Mountain Power.

BACKGROUND

The City and Rocky Mountain Power (RMP) have an existing franchise agreement which will expire on May 17th, 2021. The purpose of this item is to renew the franchise agreement for another 5-year term. Recently, the DRC has worked with RMP on some development issues, which we believe will be resolved through improved communication with both parties. This proposed agreement is nearly identical to the existing agreement (approved on May 17, 2016). There are minor wording changes to one paragraph in the proposed agreement, but no meaning or substance changes have been made. The term of the proposed agreement is five (5) years.

PROPOSED MOTION

I move that the City Council approve Ordinance No. 2021-02: An ordinance entering into a franchise agreement with Rocky Mountain Power.

ORDINANCE 2021-02
AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of City of North Salt Lake (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for five (5) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not

unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the

manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City.

The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and

associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
1569 West North Temple
Salt Lake City, Utah 84116

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers' acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired,

and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to the Regional Business Management Director, Rocky Mountain Power, 70 North 200 East, Room 122, American Fork, Utah, 84003, and such other office as Rocky Mountain Power may advise the City of by written notice.

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. 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.

PASSED by the City Council of the City of North Salt Lake, Utah this 2nd day of March, 2021.

MAYOR

ATTEST:

CITY RECORDER

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 2, 2021

SUBJECT: Resolution 2021-09R: A resolution approving a contract for consulting services for the preparation of General Plan amendments to the City's Water and Storm Water Master Plans and for the preparation of associated impact fee facilities plans, impact fee studies, impact fee ordinances and water and storm water rate studies.

RECOMMENDATION

I recommend approval of Resolution 2021-09R: A resolution approving a contract for consulting services for the preparation of General Plan amendments to the City's Water and Storm Water Master Plans and for the preparation of associated impact fee facilities plans, impact fee studies, impact fee ordinances and water and storm water rate studies.

BACKGROUND

The purpose of this project is for the City adopt as a part of its General Plan Culinary and Secondary Water and Storm Water Master Plans. The project also includes the preparation and adoption of amended capital facilities plans, technically called impact fee facilities plans, and associated impact fee studies. This project addresses water and secondary water master planning, rate studies, water conservation strategies, modeling of water distribution, source and supply planning, a comprehensive evaluation of the City's wells and a thorough analysis and modeling of the City's storm water plans and facilities. These plans have been on the City's Action Item list for some time and were discussed, though not acted on during last year's budget cycle.

These projects are also critical because the City is continuing to grow. We will use the City's population growth projections to support these planning efforts so that we can more adequately understand and make decisions about future water and storm drainage facilities. I strongly recommend that now is the time to not only update our master plans, but to also update our capital facilities plans and impact fee ordinances related to water and storm water. Finally, this project includes a comprehensive rate study that should result in the City Council having a better understanding of the costs to deliver these services and how to best make changes, if any, to fees and charges related to these services.

The cost of the project is a not-to-exceed price of \$231,725 and I am recommending that it be awarded to Bowen, Collins & Associates. The City received responses to its request for proposals (RFP) from two additional firms. They are Gilson Engineering and Hansen Allen and Luce. The costs for these proposals are as follows:

Gilson Engineering:	\$206,960
Bowen Collins:	\$231,725
Hansen, Allen and Luce:	\$275,000

It is very important to know that the variation in pricing is due to the fact that these proposals are not the same in their approach to the project or in the services offered. Indeed, my recommendation with respect to pricing is mostly due to the services offered and the overall completeness of the proposed products. The core services of updating the master plan documents, evaluating rates and revising capital facilities plans are similar, but there are some excellent additions that Bowen, Collins & Associates provides and so we believe that they are the best project respondent.

The process we went through for selection included a sub-committee made up of the Mayor, City Manager, Public Works Director, City Engineer and Finance Director. Each consulting firm was asked to provide an overview of their methodologies and description of their qualifications and personnel. Each firm did an excellent job in responding to the RFP and all of the firms and their respective methodologies are sound. This was a hard decision to select a recommended firm, but as stated previously, we felt that the value and comprehensive list of services and end products was superior with the Bowen, Collins & Associates proposal.

This project will be funded as follows:

Culinary Water Fund:	\$115,445
Secondary Water Fund:	\$ 17,250
Storm Water Fund:	\$ 99,030

Both of these funds have sufficient fund balance and impact fees which may be used to fund these activities. If this resolution is approved, then City staff will prepare a budget amendment to the FY21 budget adding this project to these enterprise funds.

The attached Resolution contains the proposed contract from Bowen, Collins & Associates together with a detailed description of their work to be performed.

PROPOSED MOTION

I move that the City Council approve Resolution 2021-09R: A resolution approving a contract for consulting services for the preparation of General Plan amendments to the City's Water and Storm Water Master Plans and for the preparation of associated impact fee facilities plans, impact fee studies, impact fee ordinances and water and storm water rate studies with Bowen, Collins & Associates in an amount not to exceed \$231,725.

RESOLUTION NO. 2021-09R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE APPROVING AN AGREEMENT (AGR 2021-11A) FOR CONSULTING SERVICES FOR THE PREPARATION OF GENERAL PLAN AMENDMENTS TO THE CITY'S WATER AND STORM WATER MASTER PLANS AND FOR THE PREPARATION OF ASSOCIATED IMPACT FEE FACILITIES PLANS, IMPACT FEE STUDIES AND IMPACT FEE ORDINANCES AND WATER AND STORM WATER RATE STUDIES.

WHEREAS, the City has experienced consistent and continued population growth and is expecting to continue to have such growth; and,

WHEREAS, the City's existing culinary and secondary water master plans and storm drainage master plans and associated impact fees and retail rates did not anticipate such expansive and continued growth and have not been updated since 2006; and,

WHEREAS, the City has a desire to evaluate the capacities and growth needs of culinary water, secondary water and storm water source, supply, storage and distribution and to create water conservation strategies and fee structures that encourage the efficient use of water supplies; and,

WHEREAS, the City created a scope of work and solicited proposals from qualified engineering consulting firms and has determined that it wishes to enter into an agreement to hire Bowen, Collins & Associates to complete services and projects described in this resolution and its attachments.

NOW THEREFORE, BE IT RESOLVED by the City of North Salt Lake City Council that it hereby approves or otherwise orders the following:

Section 1. The attached agreement with Bowen, Collins & Associates together with the scope of work, the engineering fee schedule and task order 21-01 authorizing the work to be performed are all hereby approved.

Section 2. City staff is authorized to approve, execute and sign any documents required to perform the work described in the documents approved in Section 1. By this approval, City staff is not authorized to approve any monetary obligations above \$231,725 which is the not-to-exceed price for the approved work.

Section 3. City staff is ordered to prepare whatever budget amendments for the City Council's approval that are required in order to lawfully execute the work approved in this resolution.

Section 4. City staff is further ordered and authorized to publish any required notices, alerts, agendas and any other publication required by Utah Code Section 11-36a, Utah Impact

Fees Act, so that the City is in compliance with all State of Utah provisions related to the preparation of impact fee facilities plans, impact fees studies and impact fee ordinances related to work approved in this resolution.

Section 5. This resolution is effective immediately upon adoption.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of March, 2021.

BY THE CITY COUNCIL:

Len Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
James Hood	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

ATTEST:

Linda Horrocks, City Recorder

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated 3rd of March 2021, is made and entered into between City of North Salt Lake (herein called OWNER) and Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement and, thereafter, shall automatically be renewed, at the end of this term and each renewal term, for an additional one-year term until either party terminates the Agreement as set forth in paragraph 7(C).
- B. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide professional services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.
- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT subject to the conditions defined in each Task Order.
- B. A service charge of 10 percent will be applied to direct expenses incurred in performance of the PROJECT that include, but may not be limited to meals, lodging, and subcontractor services and outside services. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- C. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- D. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:

1) Worker's Compensation	
State	Statutory
Employer's Liability	\$100,000
2) Comprehensive General Liability	
Bodily Injury and Property Damage	\$1,000,000
Combined Single Limit	\$1,000,000
3) Automobile Liability	
Combined Single Limit	\$1,000,000
4) Professional Liability	\$1,000,000

5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the ENGINEER.
- C. The OWNER shall indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- D. The ENGINEER's maximum extent of liability, for any cause or combination of causes, shall be limited to direct damages and shall not exceed the amount of total compensation for the ENGINEER's services for a related task order or phase for the PROJECT.
- E. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- F. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. DEFECTS IN SERVICE

- A. The OWNER shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

7. TERMINATION

- A. This AGREEMENT may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this AGREEMENT (i) upon receipt of written notice thereof if the

nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.

- B. Upon termination, ENGINEER is entitled to full compensation as computed under this AGREEMENT for the work completed.
- C. Either party may terminate this AGREEMENT without cause at any time upon thirty (30) days prior written notice to the other party.

8. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

9. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

10. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as “instruments of service” are the property of the ENGINEER. OWNER’s use of the documents and other “instruments of service” on any other project is prohibited and the ENGINEER accepts no liability for such action.

11. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder’s All Risk Insurance.
- B. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; its employees, subcontractors and agents for any and all action resulting from construction activity.
- C. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR’s responsibility to comply with the requirements of any contract

documents. The parties to this AGREEMENT recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.

- D. “Record” documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the “record” documents.

12. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws and the Fair Labor Standards Act.

13. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

14. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

15. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

16. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER: Craig Bagley, Principal in Charge
Bowen, Collins & Associates
154 East 14075 South
Draper, Utah 84020

OWNER: Ken Leetham, City Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Task Orders, as awarded.

This AGREEMENT constitutes the entire understanding and AGREEMENT between the parties and supersedes all prior AGREEMENTS and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for ENGINEER

By _____
Title _____
Date _____

By _____
Title _____
Date _____

**TASK ORDER NO. 21-01
TO
MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

OWNER: City of North Salt Lake

Effective Date of Master Agreement: March 3, 2021

THIS TASK ORDER NO. 21-01 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "TASK ORDER") is made and entered into as of the 3rd day of March, 2021, by and between OWNER and Bowen, Collins and Associates, Inc., a Utah Corporation (herein called ENGINEER) who agree as follows:

1. **PROJECT.** The PROJECT associated with this TASK ORDER is described as follows: Water Master Plan and Storm Water Master Plan.
2. **SCOPE OF SERVICES.** The SCOPE OF SERVICES and deliverables associated with this TASK ORDER is attached hereto as Exhibit A.
3. **FEES.** OWNER shall reimburse for services provided under this TASK ORDER on a time and expense basis not to exceed \$231,725. Payment shall be in accordance with the FEE SCHEDULE attached hereto as Exhibit B and in accordance with the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.
4. **SCHEDULE.** The SERVICES associated with this TASK ORDER are anticipated to be completed within 9 months following written authorization from the OWNER to proceed.
5. **ATTACHMENTS AND EXHIBITS.** Both parties have read and understood all attachments and exhibits referenced in or attached to this TASK ORDER and agree that such items are hereby incorporated into and made a part of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this TASK ORDER as of the date first above written.

OWNER:

ENGINEER:

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Its: _____ Its: _____



Work under this contract will generally include preparation of a water master plan and storm drain master plan with applicable supporting documents. This scope of work has been divided between these two major activities.

WATER MASTER PLAN SCOPE OF WORK

Scope for Potable and Secondary Water Master Plan

- Task 1: Collect, Review, and Organize Data
- Task 2: Evaluate Current Water Use Patterns and Project Future Use
- Task 3: Evaluate Supplies, Existing and Future
- Task 4: Update Culinary Model and Develop Secondary Hydraulic Model
- *Task 4B: Redevelop City's Culinary Water Model*
- *Task 4C: Train City Staff on Water Model Assembly / Calibration*
- Task 5: Identify Existing Operating Deficiencies
- Task 6: Identify Projected Future Operating Deficiencies
- Task 7: Evaluate Improvements to Resolve Identified Deficiencies
- Task 8: Develop a Water System Capital Facilities Plan
- Task 9: Document Results of Water Master Plan
- Task 10: Water Rate Analysis
- Task 11: Water Specifications Assistance
- Task 12: Water Conservation Plan
- *Task 13: Preliminary Well Sustainability Study*
- *Task 14: Impact Fee Facilities Plan*
- *Task 15: Impact Fee Analysis*

Task 1 - Collect, Review, and Organize Data

Objective: To collect, review, and organize the data needed to update and calibrate a digital model of the North Salt Lake City water system that will be used to simulate water system operation under different scenarios and identify system deficiencies and needed capital improvements.

Activities:

1. Review the following information that will be provided by North Salt Lake City:
 - Previous Water System Master Plan
 - Recent North Salt Lake City Water Annual Report Data
 - Water use data from 2010 through 2021
 - Boundaries of water system pressure zones
 - Boundaries of future annexations areas and potential service areas
 - Local fire flow requirements
 - Existing water system maps and attributes in GIS format that includes pipe location, age, material, locations and sizes of existing fire hydrants, and location and sizes of water meters
 - GIS information detailing locations and attributes of wells, springs, pumps, pressure-reducing valves, reservoirs, and other pertinent system facilities
 - Growth projections from the City's general plan and from the Wasatch Front Regional Council.



- Digital files containing aerial mapping and topographic data of the water system service area
 - GIS shape files of current City boundaries, water system service area, and parcel boundaries with required attributes.
 - Existing Bentley WaterCAD model files
 - City water rights and contracts for water supply
 - City source of supply yields for average, dry conditions
 - Historic water utility funding sources, rates, connection fees, impact fees, etc.
 - Annual budgets for the water utility for the past ten years
2. Prepare for and attend a project kickoff meeting to review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding information to be provided by the City.

Products:

1. Information and understanding needed to develop a computer model of the North Salt Lake City water system and use it in preparing a capital improvements plan.

Task 2: Evaluate Current Water Use Patterns and Project Future Use

Objective: To determine the potential quantity and distribution of water demands in the North Salt Lake water system.

Activities:

1. Based on water use records, evaluate current water use patterns in North Salt Lake. This will include determining how much water use occurs indoors vs. outdoors. This will also include identifying average historical use, peaking factors, seasonal use patterns, and the effect of conservation.
2. Examine land use and zoning maps to estimate future density and development in currently undeveloped areas. Meet with City personnel to consider any known plans for future increases in density in currently developed areas or potential annexations.
3. Develop projected demands for North Salt Lake through build out based on the combined results of the activities described above.
4. Determine long-term impacts of conservation on future demand examine State of Utah's conservation goals and determine their impact on long-term demand.
5. Compare North Salt Lake's demands to other cities within the State of Utah to monitor results.

Products:

1. Charts and tables as necessary to summarize the City's current water use patterns.
2. Charts and tables as necessary to summarize the City's projected water use.
3. Updated shapefile of water demand projections.

Task 3 – Evaluate North Salt Lake City Supplies and Storage, Existing and Future

Objective: With updated system demands, evaluate the adequacy of existing supplies and storage and master plan development of future supplies.

Activities:

1. Meet with planning and engineering personnel, as appropriate, to discuss existing supply production and future supply alternatives. Evaluation of supply and storage will include consideration of imported water from other agencies and potential drought situations.
2. Evaluate the adequacy of City sources to meet projected demands on an annual basis, including consideration of the effects of conservation.
3. Evaluate the adequacy of City sources to meet projected demands on a seasonal basis. This will include consideration of the timing of various sources and how existing and future sources can be used throughout the year to meet demands.
4. Evaluate the adequacy of City sources to meet projected peak demands. This will include consideration of the capacity of individual sources and storage during peak demand periods.



Products:

1. Notes of meetings with North Salt Lake personnel
2. Tables summarizing existing and future source production
3. Plots comparing existing and future sources against projected demands (annual, peak day, and seasonal)
4. 40-year plan satisfying supply of future growth and Supply and Demand report.

Task 4A: Update Culinary Model and Develop Secondary Model of the Existing Water Distribution System

Objective: The City maintains an existing culinary hydraulic model of the City's water system, but does not currently have an existing secondary water system hydraulic model. The City's existing culinary hydraulic model uses a local projection and is regularly updated by City personnel to include all of the City's GIS updates.

Activities:

1. BC&A will generate a local coordinate system to match the City's existing culinary hydraulic model so that it can generally be lined up with the City's GIS data. The existing water model is somewhat skeletonized, so it is unlikely to match perfectly with City GIS data.
2. BC&A will build or develop a secondary model for both parts of the City's secondary water system. This will include the Weber Basin connected system and the golf course system on the east bench. Both will be included as part of a single model unless City personnel would prefer two separate models.
3. BC&A will generate a hydraulic schematic of the City's water system that identifies pressure zones, pump stations, pressure reducing valves, and tanks as a quick reference for City staff.
4. BC&A will geocode the City's 2020 water demand data into the water model. It is assumed water demand data is available for both culinary and secondary demands.
5. Use information from City water records to develop typical seasonal demand patterns and peaking factors used in the water system analysis.
6. Use available system operational data (tank levels, pressure gauges, flow meters) to calibrate the hydraulic model to simulate field conditions.

Task 4B: Redevelop City's Culinary Water Model

Objective: *Re-create the City's culinary hydraulic model using the City's latest GIS information using the City's preferred coordinate system. This will allow the City's water model to better match the City's GIS data.*

1. *Create a new hydraulic model beginning with the City's GIS data.*
2. *Because the City's existing water model license is pipe (or link) limited, the model will be skeletonized to the point that all pipes in the City's system are represented. This generally includes all necessary pipes, but eliminates fittings unnecessary to represent hydraulic operation.*
3. *The model will then be calibrated as discussed in Task 4A.*

Task 4C: Train City Staff to Generate New City Water Models

Objective: *Because it is often useful for City staff to be familiar with the internal operations of model development and calibration, BC&A will provide training to City staff to perform model creation and/or calibration.*

1. *Prepare and present on pros and cons of various water model platforms (EPANET, WaterCad, WaterGEMS, InfoWater).*
2. *Provide training to City staff on a time and materials basis to assemble new water model. Depending on the familiarity of City staff with water model software packages and calibration, this task could be a deductive alternate for the project. For the purpose of this scope, it is assumed one City staff member may require up to 20 hours of training (broken up into 5 sessions). Trainings would be performed virtually due to COVID restrictions.*



Task 5: Identify Existing Operating Deficiencies

Objective: Identify portions of the existing North Salt Lake City water system that do not meet recommended operating criteria under several different scenarios and determine water losses in the system.

Activities:

1. Use the computer model to simulate operating conditions of the existing water system under extended period conditions. We will identify specific deficiencies that occur during peak hour demand as well as under a peak day demand condition with added fire flow demands (as defined by City personnel through various locations in the distribution system). Review computer output from the existing-condition model simulations to determine if the existing facilities (including conveyance, pumping, and storage facilities) meet recommended operating criteria. Recommended operating criteria will be based on minimum State criteria and consultant's recommendations based on experience with other water systems. Identify facilities that do not meet the desired operating criteria.
2. Utilize information provided from City operations personnel to identify condition related improvements that need to be implemented in the water system to mitigate existing problems.
3. Use the computer model to simulate existing operating conditions with assorted variables including but not limited to: Weber Basin Water Conservancy District transmission line interruptions, water tank interruptions, well interruptions, major distribution line disruptions, etc. Our redundancy analysis will also include consideration of extended power outages and needs for auxiliary power within the system.

Products:

1. A list of existing water system deficiencies.
2. A list of potential water system deficiencies dependent on the variables and scenario.

Task 6: Identify Projected Future Operating Deficiencies

Objective: Identify portions of the existing North Salt Lake City water system that will not meet the recommended operating criteria under estimated demands from projected full buildout conditions.

Activities:

1. Revise the water demands in the water system model to include future water system demands at 10 year, and buildout development conditions.
2. Use the computer model to simulate operating conditions of the existing water system facilities under projected future peak hour demand as well as under projected future peak day demand conditions with added fire flow demands (provided by City personnel distributed in various locations throughout the water system). Review computer output from the model simulations and identify facilities that do not meet desired operating criteria.
3. Evaluate the adequacy of existing water supply sources and water storage facilities to meet the future needs imposed on the water system.
4. Use the computer model to simulate future 10 year, and buildout operating conditions with assorted variables including but not limited to: Weber Basin Water Conservancy District transmission line interruptions, water tank interruptions, well interruptions, major distribution line disruptions, conservation changes to demand, etc.

Product:

1. A list of existing water system facilities that will need to be improved in order to meet desired operating criteria for projected future water demands under various demands, variables, and scenarios listed above.

Task 7: Evaluate Improvements to Resolve Identified Operating Deficiencies

Objective: Evaluate alternative system improvements that, if implemented, would resolve the identified water system deficiencies.



Activities:

1. Utilize the computer model to evaluate alternative water system improvements to resolve the system deficiencies.
2. With City personnel, identify the recommended water system capital improvement projects that will resolve the identified system deficiencies best. At this time, the City will also provide a list of any additional condition related improvements it desires to include in the capital improvement plan.
3. Develop cost estimates for the recommended system improvements.

Product:

1. A list of alternative capital improvement projects with cost estimates that can be implemented to resolve the identified water system deficiencies.

Task 8 - Develop Water System Capital Facilities Plan

Objective: Develop a water system capital improvements plan for budgeting and planning purposes for the existing system and for the future southwest area.

Activities:

1. Meet with City personnel to develop prioritization criteria for recommended water system improvement projects. Prioritize recommended capital improvement projects based on whether needed improvements are to correct existing deficiencies, replacement or rehabilitation, or associated with future development and the other prioritization criteria developed with City personnel.
2. Develop a detailed 10-year water system capital facilities plan and budget for the existing system. Capital facility plan will be setup such that necessary information will be available for the City's Impact Fee Facilities Plan per State statute.
3. Prioritize recommended improvements that should be made outside the 10-year planning window.

Products:

1. 10-year budget plan for capital improvements for both the existing system and the southwest area.
2. Prioritized list of all capital improvements with cost estimates.

Task 9 – Document Results

Objective: Prepare a report summarizing the results of this study.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended water system capital improvements plan.
2. Meet with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.

Products:

1. Five paper copies of the draft water system master plan report.
2. Ten paper copies of the final water system master plan report.
3. One electronic PDF copy of the final water system master plan report.
4. Two copies of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.

Develop recommended timing for needed improvements based on the critical nature of needed improvements or funding/timing limitations.

Task 10: Water Rate Analysis

Objective: Prepare a water rate analysis based on AWWA cost-of-service principles and Utah law to establish legal, fair, and equitable rates that provides the City with the revenue required to maintain and operate the system, implement the 10-year capital facility plan, promote conservation, and provide good value for customers.



Activities:

1. To identify the rate approach that will work best for the City, meet with City staff to review existing rates, discuss policy objectives, and collect financial and system data (O&M costs, water-billing data, water use trends by customer class, etc.). Based on input from City staff, develop a rate approach tailored to meet the unique needs of the City.
2. Based on the approach selected, develop a digital water rate model that accomplishes the following objectives:
 - a. Projects future revenue requirements through 2031 based on O&M cost projections provided by the City, debt service schedules, and capital improvement plans;
 - b. Distributes system costs to the City's various water user classes in accordance with their requirements for service based on cost of service approach as recommended by AWWA;
 - c. Determines the rates required to recover from each class of water user the approximate cost of serving that class of water user.
 - d. Promotes wise water use and implements the City's latest water conservation plan. We will develop up to five different types of rate structures depending on the City's needs and interests. As needed, a strategy to implement the results over a period of time will be developed.
3. Document the results of the tasks above in the overall master plan report as described below. Place special emphasis on demonstrating that the rates are fair and equitable and were calculated using AWWA cost-of-service principles to avoid future legal challenges. Demonstrate conformance with Utah's most recent legislation.
4. Prepare presentation for City Council and public hearings.

Products:

1. Water rate model in accordance with objectives above.
2. Recommended water rate that sustains the 10-year capital facilities plan.
3. Presentation for City Council and public hearings.

Task 11 – Water Specifications Assistance

Objective: Review and evaluate the City's adopted technical specifications and provide recommendations for improvements.

Activities:

1. Provide up to 16 hours of assistance in reviewing technical specifications.
2. Prepare a technical memorandum summarizing improvement recommendations.

Products:

1. Technical memorandum summarizing specification recommendations.

Task 12 – Water Conservation Plan

Objective: Once the City's Water Master Plan is complete, BC&A will prepare a new water conservation plan that can be submitted to the State of Utah to meet State requirements.

Activities:

1. Prepare a comparison of other municipality or service district water conservation programs.
2. Review City's past water conservation plans and other entity water conservation plans in a conservation workshop with City staff.
3. Prepare a new water conservation program for the City based on the City's master plan and staff discussions.

Products:

1. Water Conservation Plan

Task 13: Preliminary Well Sustainability Study

Objective: Because more than half of the City's water source supply comes from its wells, it will be critical



to evaluate the condition and levels of the wells to determine if the City is adequately protecting / maintaining the sources so that they are reliable sources for long-term planning. As part of a preliminary well sustainability study, we will collect and review historical well performance data (level, flow, maintenance records) to assess needs of the wells.

Activities:

1. Collect historical well performance data for the City's four wells including but not limited to: Well Driller logs, well construction reports, as-built or record drawings, pump information and intake settings, initial pump test data / results, subsequent pump test data / results, historical water level information (static and dynamic), SCADA flow records (flow and water level), sand content information, historic water quality test results (spreadsheets or graphs), well maintenance records, well operating cost information, any staff observations or information on the wells.
2. Compile and evaluate the hydrogeologic information available and other pertinent information. Key information will be graphed or plotted for use in evaluating well performance and trends.
3. Prepare a preliminary well evaluation and sustainability report. This report will highlight any additional study, maintenance, or improvements recommended for each of the City's wells.

Product:

1. Preliminary well sustainability report.

Task 14 – Impact Fee Facilities Plan

Objective: To prepare an impact fee facilities plan in accordance with Section 11-36 of the Utah Code.

Activities:

1. Assemble Existing Facilities Inventory and Determine Excess Capacity. We will work with City staff to assemble a system inventory. We will coordinate between master plans to develop a consistent methodology for calculating excess capacity in existing infrastructure. We will then use this methodology to calculate the excess capacity in each utility. For this and all subsequent impact fee related activities, it has been assumed that up to 2 impact fee service areas will be required.
2. Calculation of Capacity in Future Improvements. From the recommended list of improvements in culinary and secondary capital facility plans, we will identify which projects are needed within the allowable 10-year planning window of the IFFP. For the improvements within the 10-year planning window, we will develop a methodology for dividing projects between expenses eligible for impact fees and expenses not eligible for impact fees. This will include consideration of capacity used by growth within the 10-year planning window and capacity used by growth beyond the 10-year planning window.
3. Document Results. We will document the results of the CFP and IFFP evaluation in a report containing all elements required in Utah Code 11-36a. Included in this report will be a written certification of the IFFP in accordance with the requirements of the law. We will present results and conduct required public hearings prior to the adoption of the IFFPs in accordance with State law.

Products:

1. Impact fee tables in Excel format identifying 10-year impact fee eligible projects and their respective portion of cost recoverable through impact fees.
2. Five copies of draft impact fee facilities plan
3. Ten copies of final impact fee facilities plan
4. Technical exhibits as required for a public hearing

Task 15 – Impact Fee Analysis

Objective: To prepare an impact fee analysis based on the impact fee facilities plan in accordance with Section 11-36 of the Utah Code.

Activities:

1. Develop Impact Fee Analysis. With the development of a defensible IFFP and other data contained in the master plans, BC&A will have the information necessary to develop an IFA subsequently. This will include identifying the impact of anticipated development, considering the method of financing existing



and future facilities, determining the cost of existing capacity that will be recouped, determining the cost of system improvements that are related to new development activity, and calculating an appropriate and defensible impact fee. BC&A will author the IFA, but will coordinate as necessary with the City's preferred financial advisor for any bonding or loan requirements. It has been assumed that any time required by the City's preferred financial advisor will be paid for separately by the City.

2. *Document Results. We will document the results of the first task in an IFA report. Included in this chapter will be a written certification of the IFA in accordance with the requirements of Utah Code 11-36a. We will present results and conduct required public hearings prior to the adoption of the IFAs in accordance with State law.*
3. *Coordination with Stakeholders. We will distribute copies of the draft IFFP and IFA to stakeholders identified by the City, and will organize, prepare for and attend a meeting including stakeholders to obtain comments. We will work with City staff to address comments from stakeholders in the final documents. It has been assumed that legal review will also be completed by the City's legal counsel and that this review will be paid for separately by the City.*

Products:

1. *Impact fee model in Excel format and in accordance with objectives above.*
2. *Five copies of draft impact fee analysis*
3. *Ten copies of final impact fee analysis*
4. *Technical exhibits as required for a public hearing*



STORM WATER MASTER PLAN SCOPE OF WORK

Scope of Work for Storm Water Master Plan

Task Description

- Task 1: Collect Existing Data and Information
- Task 2: Preliminary Assessment & Conceptual Solutions for Existing Drainage Problem Areas
- Task 3A: Collect Supplemental Data Necessary for Modeling, Incorporate into City's GIS & Model
- *Task 3B: Optional Survey*
- Task 4A: - Develop Hydrologic & Hydraulic Model
- *Task 4B: – Train City Staff on Hydrologic / Hydraulic Modeling*
- Task 5: Develop Capital Improvement Program (CIP)
- Task 6: Document Final Results
- Task 7: Storm Water Rate Analysis
- Task 8: Storm Water Specifications Assistance
- *Task 9: Storm Water Impact Fee Facilities Plan*
- *Task 10: Storm Water Impact Fee Analysis*

Task 1 – Collect Existing Data and Information

Objective: To collect, review, and organize the data needed to update and calibrate a digital model of the North Salt Lake City stormwater system that will be used to simulate system operation under different storm events and frequency scenarios and identify system deficiencies and needed capital improvements.

Activities:

1. Review the following information that will be provided by North Salt Lake City:
 - 2005 Stormwater Master Plan
 - 2016 Storm Water Management Plan
 - Wellhead Protection Zones
 - Recent North Salt Lake City Annual Reports
 - Precipitation IDF data for the City of North Salt Lake
 - Boundaries of future annexations areas and potential service areas
 - Existing stormwater system maps and attributes in GIS format that includes pipe location, age, material, locations of existing sumps both public and private
 - Digital files containing aerial mapping and topographic data of the stormwater system service area
 - Existing stormwater model files (Hec-1). These files are likely obsolete and may not provide much value at this point.
 - Storm drain system design standards.
2. Prepare for and attend a project kickoff meeting to review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding information provided by the City.
3. Obtain any state or federal requirements or guidelines from their respective sources including: receiving water requirements, 303(d) listings and TMDL's, floodplains, groundwater protections.
4. Identify any data gaps and develop recommendations regarding how best to procure information essential to completion of project tasks.

Products:

1. Information and understanding needed to develop a computer model of the City of North Salt Lake



- stormwater system and use it in preparing a capital improvements plan.
2. Understanding of any additional data needed and a plan to obtain the data.

Task 2 – Preliminary Assessment and Conceptual Solutions for Existing Drainage Problem Areas

Objective: To identify known and high priority drainage system deficiencies and develop preliminary solutions that can be simulated during system modeling tasks.

Activities:

1. Prepare for and lead a project team workshop to discuss existing drainage system deficiencies about which City staff are aware. Details of the discussion include location, general severity, and known or presumed causes of problem. This type of workshop can help identify deficiencies that may occur away from stormwater facilities (which are the usual focus of modeling). If at all possible, this should be conducted in person with adequate spacing and ventilation to allow maintenance personnel opportunities to contribute.
2. Based on criteria such as: severity of flooding, frequency, high visibility, water quality affects, cost of solution, and public safety, categorize each known stormwater system deficiency into the following categories:
 - a. Class A - primarily O&M related problems and solutions;
 - b. Class B - smaller problems, likely simpler solutions with lower design and construction costs, possibly addressed by in-house staff;
 - c. Class C - more significant problems affecting larger areas and larger portions of the stormwater system, hydraulic modeling likely necessary to determine the best solution, solutions are likely more complex and costly to design and construct.
3. Develop initial conceptual solutions that could include: new surface/subsurface detention facilities; new surface/subsurface infiltrations system; and supplemental conveyance systems. Solutions having dual benefits of water quality and quantity, will be sought when feasible and likely cost effective.
4. Prepare figures and tables summarizing the three classes of system deficiencies, the City's highest priorities for hydraulic modeling work, prioritized problem areas for possible field visits, the results of any field work, and conceptual preliminary solutions. Review figures and tables with City staff.

Products:

1. A list of known stormwater system deficiencies prioritized into three classes.
2. Preliminary conceptual solutions to known deficiencies
3. Figures and tables summarizing the three classes of system deficiencies, the City's highest priorities for hydraulic modeling work, prioritized problem areas for possible field visits, the results of any field work, and conceptual preliminary solutions.

Task 3A – Collect Supplemental Data Necessary for Modeling, Incorporate into City's GIS & Hydrologic/Hydraulic Model

Objective: With the identified data gaps from Task 1, take steps necessary to obtain needed data from sources and the field in an efficient and safe manner in a format that is complementary to the City's existing GIS data and usable for the hydraulic model.

Activities:

1. Discuss hydrologic / hydraulic modeling options with the City to determine what type of model and what level of detail the City would like to consider in its hydraulic model. For the purpose of this scope, it has been assumed that the City will model the following:
 - a. All of the major stormwater trunklines (usually 18-inch and above for NSL or approximately 500 pipe links) along with major drainages. Additional detail could be added if requested, but often is not necessary to identify the major stormwater concerns in the City.
 - b. Major drainages will be simulated as open channels with approximate trapezoidal dimensions and slopes matching the general terrain.
 - c. The City's GIS data is missing rims and inverts for most of its manholes and cleanout. As a result, the State of Utah 2013 lidar survey will be used for rim elevation information. Inverts will be calculated assuming a minimum cover of 1.5' over the top of pipes or with a minimum slope of 0.2



- percent if calculated as adverse (as an assumption). If the City would like to improve overall accuracy of the model, BC&A can coordinate with City staff to identify which storm water trunk lines would be most useful to survey to update rim and invert elevation information.
2. Prepare a supplemental data gathering plan. Based on the hydraulic modeling priorities, the review of existing problem spots, and the data gathering and review work, the consultant will prepare a supplemental data gathering plan. The supplemental data gathering plan will describe the types of data that need to be gathered, the mode of data acquisition, data gathering and quality assurance protocols, and the schedule for completion of data gathering work.
 3. Execute the supplemental data gather plan by doing the following:
 - a. Differentiate and refine drainage areas served by existing detention/retention/ infiltration systems. Refine future growth areas,
 - b. Gather additional data at known drainage problem spots,
 - c. Existing in-line detention/retention facility characteristics,
 - d. Outfall data, including estimated submergence for various flood intervals.
 4. Input gathered data into City's GIS database and hydraulic model.

Products:

1. All data necessary to update City GIS data base with accurate existing information.
2. All data necessary to run hydrologic / hydraulic model.

Task 3B – Storm Water Rim and Invert Elevation Survey

Objective: Survey rim and invert elevations of key storm water trunk lines.

Activities:

1. Provide a one-man survey crew to survey rim and invert elevations as key locations in the City to improve the City's hydraulic model. Survey can be provided at \$105/hour. For the purpose of this scope, we will assume that 24 hours of survey will be used to add rim and invert elevation data. The number of rims and inverts that can be added is dependent on proximity and travel time required.

Products:

1. Updated GIS shapefile with rim and invert elevations.
2. Improved accuracy in the City's hydraulic model.

Task 4A – Develop Hydrologic and Hydraulic Model

Objective: Develop, utilizing the software of the City's choice, a computer model of the existing North Salt Lake City stormwater system used to simulate system operations. The last version of the City's storm water model was generated using HEC-1 which is obsolete relative computer operating systems, support, and the availability of more modern software options that perform hydrologic and hydraulic simulation concurrently. The 2005 Storm Water Master Plan that included 35 hydrologic basins will be used as a reference.

Activities:

1. Use data obtained from completing Tasks 1, 2, and 3 to develop an operating computer model of the City of North Salt Lake stormwater system. We have assumed that a model that performs both hydrologic and hydraulic analyses will be used. Stormwater trunk lines (18-inch or greater) will be modeled using software compatible with GIS. Rim and invert elevations will be estimated unless surveyed by the City and made available.
2. Utilize information from the City's GIS database, 2016 Storm Water Management Plan, and the 2005 storm water master plan to update sub-basins for the City. The previous master plan included 35 sub-basins but does not cover areas that are annexing into North Salt Lake. In addition, some sub-basins may need to be divided based on changes to the City's general plan to improve precision based on physical boundaries.
3. Use information from City historical IDF data and/or NOAA records to establish and recommend design rain events utilized in the model.
4. Use available system operational data to calibrate the hydraulic model.



Task 4B: Train City Staff on Storm Water Software

Objective: Because it is often useful for City staff to be familiar with the internal operations of model development and calibration, BC&A could provide training to City staff to perform model creation and/or calibration.

1. Prepare and present on pros and cons of various storm water model platforms (SWMM5, Autodesk Storm and Sanitary Analysis, SewerGEMS, InfoSWMM, others).
2. Provide training to City staff on a time and materials basis to assemble or modify storm water model. Depending on the familiarity of City staff with storm water model software packages and calibration, this task could be a deductive alternate for the project. For the purpose of this scope, it is assumed one City staff member may require up to 20 hours of training (broken up into 5 sessions). Trainings would be performed virtually due to COVID restrictions.

Task 5 – Develop Capital Improvement Program (CIP)

Objective: Identify portions of the existing North Salt Lake City storm water system that do not meet recommended operating criteria under several different scenarios and develop a capital improvement program to resolve deficiencies.

Activities:

1. Use the computer model to simulate operating conditions of the existing storm water system and existing development conditions under selected rain event durations and intensities. Review computer output from the existing-condition model simulations to determine if the existing facilities (including conveyance and detention facilities) meet recommended operating criteria. Recommended operating criteria will be based on City preferred criteria, established City ordinances, and consultant's recommendations based on experience with other storm water systems. Identify facilities that do not meet the desired operating criteria.
2. Use the computer model to simulate operating conditions of the existing storm water system for projected full build-out development conditions under selected rain event durations and intensities including conceptual solutions determined in Task 2. Review computer output from the future-condition model simulations to determine if existing facilities (including conveyance and detention facilities) will meet recommended operating criteria for projected future development conditions. Recommended operating criteria will be based on City preferred criteria, established City ordinances, and consultant's recommendations based on experience with other storm water systems. Pipe and inlet capacities are generally designed for 10-year storm events and detention basins are designed for 25- to 100-year storm events, depending on location. Identify facilities that will not meet the desired operating criteria.
3. Use the computer model to simulate improvements that will resolve the capacity problems identified in both the existing and future development conditions analyses.
4. From information derived from the model and consulting with staff, recommend future pipe locations and sizes, and detention basin locations and sizes, including a phasing plan. Prepare maps that are simple to explain and interpret.
5. Develop cost estimates for the recommended system improvements.
6. Develop recommended phasing plan.

Products:

1. A list of existing storm water system deficiencies.
2. A list of projected storm water system deficiencies associated with future development conditions.
3. A list of existing storm water system facilities that will need to be improved to meet desired operating criteria for rain events, variables, and scenarios listed above.
4. A list of capital improvement projects with cost estimates that can be implemented to resolve the identified storm water system deficiencies.
5. A phasing plan for installation of recommended capital improvement projects.

Task 6 – Document Final Results of Storm Water Master Plan



Objective: Prepare a report summarizing the results of this study.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended stormwater system capital improvements plan.
2. Meet with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.

Products:

1. Five paper copies of the draft stormwater system master plan report.
2. Ten paper copies of the final stormwater system master plan report.
3. One electronic PDF copy of the final stormwater system master plan report.
4. Two copies of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.

The final Master Plan will include user-friendly figures, that incorporate both maps and tables, so that model results and capital improvements recommendations are easy to find and reference, without the need to refer to the computer model.

Task 7: Stormwater Rate Analysis

Objective: Prepare a stormwater rate analysis based on cost-of-service principles and Utah law to establish legal, fair, and equitable rates that provides the City with the revenue required to maintain and operate the system, execute the SWMP, implement the 10-year capital facility plan, meet all federal, state, and other mandated regulations, and provide good value for customers.

Activities:

1. To identify the rate approach that will work best for the City, meet with City staff to review existing rates, discuss policy objectives, and collect financial and system data (O&M costs, billing data, etc.). Based on input from City staff, develop a rate approach tailored to meet the unique needs of the City.
2. Based on the approach selected, develop a digital stormwater rate model that accomplishes the following objectives:
 - a. Projects future revenue requirements through 2031 based on O&M cost projections provided by the City, debt service schedules, and capital improvement plans;
 - b. Distributes system costs to the City's various stormwater discharges; and
 - c. Determines the rates required to recover from each level of stormwater discharger the approximate cost of serving that class of stormwater discharger.
 - d. Promotes Low Impact Development, Best Management Practices, and Environmental stewardship.
3. Develop three different types of rate structures (pay as you go gradual rate increases, stepped increases, or rate increases with bonding) with coinciding CIP schedules depending on the City's needs and interests. As needed, a strategy to implement the results over a period of time will be developed.
4. Document the results of the tasks above in the overall master plan report as described below. Place special emphasis on demonstrating that the rates are fair and equitable and conform to Utah's most recent legislation.
5. Present options to the City Council in work sessions and City Council meetings as needed.

Products:

1. Stormwater rate model in accordance with objectives above.
2. Recommended stormwater rate that sustains the 10-year capital facilities plan, operations and maintenance, and UPDES permit.

Task 8 – Storm Water Specifications Assistance

Objective: Review and evaluate the City's adopted technical specifications and provide recommendations for improvements.

Activities:



1. Provide up to 20 hours of assistance in reviewing technical specifications.
2. Prepare a technical memorandum summarizing improvement recommendations.

Products:

1. Technical memorandum summarizing specification recommendations.

Task 9 – Storm Water Impact Fee Facilities Plan

Objective: *To prepare an impact fee facilities plan in accordance with Section 11-36 of the Utah Code.*

Activities:

1. *Assemble Existing Facilities Inventory and Determine Excess Capacity. We will work with City staff to assemble a system inventory. We will coordinate between master plans to develop a consistent methodology for calculating excess capacity in existing infrastructure. We will then use this methodology to calculate the excess capacity in each utility. For this and all subsequent impact fee related activities, it has been assumed that up to 2 impact fee service areas will be required.*
2. *Calculation of Capacity in Future Improvements. From the recommended list of improvements in culinary and secondary capital facility plans, we will identify which projects are needed within the allowable 10-year planning window of the IFFP. For the improvements within the 10-year planning window, we will develop a methodology for dividing projects between expenses eligible for impact fees and expenses not eligible for impact fees. This will include consideration of capacity used by growth within the 10-year planning window and capacity used by growth beyond the 10-year planning window.*
3. *Document Results. We will document the results of the CFP and IFFP evaluation in a report containing all elements required in Utah Code 11-36a. Included in this report will be a written certification of the IFFP in accordance with the requirements of the law. We will present results and conduct required public hearings prior to the adoption of the IFFPs in accordance with State law.*

Products:

1. *Impact fee tables in Excel format identifying 10-year impact fee eligible projects and their respective portion of cost recoverable through impact fees.*
2. *Five copies of draft impact fee facilities plan*
3. *Ten copies of final impact fee facilities plan*
4. *Technical exhibits as required for a public hearing*

Task 10 – Storm Water Impact Fee Analysis

Objective: *To prepare an impact fee analysis based on the impact fee facilities plan in accordance with Section 11-36 of the Utah Code.*

Activities:

1. *Develop Impact Fee Analysis. With the development of a defensible IFFP and other data contained in the master plans, BC&A will have the information necessary to develop an IFA subsequently. This will include identifying the impact of anticipated development, considering the method of financing existing and future facilities, determining the cost of existing capacity that will be recouped, determining the cost of system improvements that are related to new development activity, and calculating an appropriate and defensible impact fee. BC&A will author the IFA, but will coordinate as necessary with the City's preferred financial advisor for any bonding or loan requirements. It has been assumed that any time required by the City's preferred financial advisor will be paid for separately by the City.*
2. *Document Results. We will document the results of the first task in an IFA report. Included in this chapter will be a written certification of the IFA in accordance with the requirements of Utah Code 11-36a. We will present results and conduct required public hearings prior to the adoption of the IFAs in accordance with State law.*
3. *Coordination with Stakeholders. We will distribute copies of the draft IFFP and IFA to stakeholders identified by the City, and will organize, prepare for and attend a meeting including stakeholders to obtain comments. We will work with City staff to address comments from stakeholders in the final documents. It has been assumed that legal review will also be completed by the City's legal counsel*



and that this review will be paid for separately by the City.

Products:

1. *Impact fee model in Excel format and in accordance with objectives above.*
2. *Five copies of draft impact fee analysis*
3. *Ten copies of final impact fee analysis*
4. *Technical exhibits as required for a public hearing*

SCHEDULE

During the City's workshop discussion about schedule for these projects, a specific schedule was not identified. Based on the magnitude of this type of project and depending on the optional tasks requested for the project, it is anticipated that this project would take approximately 6 to 9 months to complete. As part of the kickoff meeting with the City, we would identify City milestones and city council meetings as targets for deliverables.

Exhibit B

North Salt Lake
Water System Master Plan
ENGINEERING FEE ESTIMATE

LABOR	OFFICE STAFF			DESIGNER	ENGINEERS			SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	Total Cost
	OFFICE M. Skousen	EDITOR M. Hilbert	TECH 3 S. Riggs	Staff Eng. W. Anderson	PE McKinnon/Dekorver	PM Larson	SR C. Bagley				
Hourly Rate	\$100.00	\$89.00	\$113.00	\$105.00	\$130.00	\$189.00	\$196.00				
Task 1 - Collect, Review, and Organize Data											
Review available information	2				8			10	\$1,240	\$70	\$1,310
Kickoff meeting					4	4	4	12	\$2,060	\$197	\$2,257
Task 2 - Evaluate Current and Projected Water Use Patterns											
Evaluate current water use patterns					6	2		8	\$1,158	\$56	\$1,214
Examine land use based on the City's general plan				6	4	4		14	\$1,906	\$98	\$2,004
Project future water demands				4	8	2		14	\$1,838	\$98	\$1,936
Task 3 - Evaluate Water Supply, Existing and Future											
Analysis of existing and future supply				8		2		10	\$1,218	\$70	\$1,288
Evaluate annual supply				6		2		8	\$1,008	\$56	\$1,064
Evaluate peak capacity					6	2		8	\$1,158	\$56	\$1,214
Task 4A - Update, Develop, and Calibrate a Hydraulic Model											
Generate Local Coordinate System				2	2			4	\$470	\$28	\$498
Secondary Water Model Development				8	4			12	\$1,360	\$84	\$1,444
Water System Schematic					8			8	\$1,040	\$56	\$1,096
Distribute demands				8	4	1		13	\$1,549	\$91	\$1,640
Develop demand patterns				8	4	1		13	\$1,549	\$91	\$1,640
Calibrate the model based on available system data					8	2		10	\$1,418	\$70	\$1,488
Task 4B - Redevelop City's Culinary Water Model											
Create new culinary model with City GIS Data				24	16			40	\$4,600	\$280	\$4,880
Skeletonize City models to match City's existing model license limitation				8	4			12	\$1,360	\$84	\$1,444
Task 4C - Train City Staff on Water Model Assembly / Calibration											
Prepare & Present Water Model Comparison Summary					4			4	\$520	\$28	\$548
Train City Staff - (5) 4-hour sessions						30		30	\$3,900	\$210	\$4,110
Task 5 - Identify Existing Deficiencies											
Simulate existing operating conditions and identify deficiencies				10	6	1		17	\$2,019	\$119	\$2,138
Work with City staff to identify condition related deficiencies				6	6	2		14	\$1,788	\$98	\$1,886
Redundancy analysis				10	6	1		17	\$2,019	\$119	\$2,138
Task 6 - Identify Future Deficiencies											
Create future demand scenario in model				12	4			16	\$1,780	\$112	\$1,892
Simulate future operating conditions and identify deficiencies				12	12	2		26	\$3,198	\$182	\$3,380
Evaluate adequacy of supply to meet future needs					8	2	2	12	\$1,810	\$84	\$1,894
Future Redundancy Analysis				18	10	1		29	\$3,379	\$203	\$3,582
Task 7 - Evaluate Improvement Alternatives											
Evaluate improvement alternatives	2			8	8	2	2	22	\$2,850	\$154	\$3,004
Select recommended improvements					8	1	2	11	\$1,621	\$77	\$1,698
Cost estimates				12	2	1		15	\$1,709	\$105	\$1,814
Task 8 - Develop Capital Facilities Plan											
Develop Prioritization Criteria					8	2		10	\$1,418	\$70	\$1,488
Develop detailed improvement plan					12	2	2	16	\$2,330	\$112	\$2,442
Prioritize improvements					8	1		9	\$1,229	\$63	\$1,292
Task 9 - Document Results											
Draft report	4	6		32	20	10	3	75	\$9,372	\$525	\$9,897
Review comments					4	2	2	8	\$1,290	\$169	\$1,459
Final Report	4	4	2	15	12	12	2	51	\$6,777	\$470	\$7,247
Task 10 - Water Rate Analysis											
Identify rate objectives					4	4		8	\$1,276	\$56	\$1,332
Develop digital rate model				16	16	8		40	\$5,272	\$280	\$5,552
Document cost of service principles				8	8			16	\$1,880	\$112	\$1,992
Present Results					10	4		14	\$2,056	\$98	\$2,154
Task 11 - Water Specifications Assistance											
Review City specifications			4		8	4		16	\$2,248	\$112	\$2,360
Technical Memorandum		2			4	2		8	\$1,076	\$56	\$1,132
Task 12 - Water Conservation Plan											
Water Conservation Comparison Presentation			2		6	4		12	\$1,762	\$84	\$1,846
Water Conservation Workshop					6	4	4	14	\$2,320	\$98	\$2,418
Water Conservation Plan Report		4			8	2		14	\$1,774	\$98	\$1,872
Task 13 - Preliminary Well Sustainability Study											
Well Data Gathering				16	10	8		34	\$4,492	\$351	\$4,843
Well Data Evaluation				24	16	8		48	\$6,112	\$336	\$6,448
Technical Memorandum - Sustainability Report	4	2			16	8	6	36	\$5,346	\$252	\$5,598
Task 14 - Impact Fee Facilities Plan											
Assemble Existing Facilities Inventory and Determine Excess Capacity				4	8	4		16	\$2,216	\$112	\$2,328
Calculation of Capacity in Future Improvements				8	8	4		20	\$2,636	\$140	\$2,776
Document Results	4	4		8	8	8		32	\$4,148	\$224	\$4,372
Task 15 - Impact Fee Analysis											
Develop Impact Fee Analysis				4	8	4		16	\$2,216	\$112	\$2,328
Document Results	4	4		4	8	4		24	\$2,972	\$168	\$3,140
Coordination with Stakeholders					8	4		12	\$1,796	\$84	\$1,880
Master Plan SUBTOTAL LABOR	24	26	8	309	414	148	29	958			
Master Plan SUBTOTAL LABOR COSTS	\$2,400	\$2,314	\$904	\$32,445	\$53,820	\$27,972	\$5,684	\$125,539	\$125,539	\$7,156	\$132,695

Expenses include:
Mileage reimbursement at \$0.75/mile
Computer/Communications Charge at \$7/labor hour

Reimbursement will be on a salary cost basis. Total compensation for completing the Scope of Services will not exceed the total amount shown without prior written approval of Owner. Hourly rates will be updated on January 1 of each calendar year by BC&A.

North Salt Lake
Stormwater Master Plan
Engineering Man-Hour and Fee Estimate
Last Updated 01/26/2021

		Office/Support		Technicians								Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
Labor Category		Office	Editor	Tech 3	Survey	Eng. 1	Eng. 3	Eng. 4	Eng. 4	Eng. 6	Eng. 8				
Staff		MS	MH	SR	Apex	TJ	KB	GL	KL	CB	MC				
2021 Labor Rate		\$100	\$89	\$113	\$98	\$105	\$130	\$120	\$189	\$196	\$145				
Task No.	Task Description														
1	Collect Existing Data and Information														
1.1	Review Information Provided by the City					8	8					16	\$ 1,880.00	\$112	\$ 1,992.00
1.2	Kickoff Meeting						2			2		4	\$ 652.00	\$66	\$ 717.50
1.3	Collect and Review State and Federal Guidelines						2					2	\$ 260.00	\$14	\$ 274.00
1.4	Identify, Collect and Review Additional Data					2	2					4	\$ 470.00	\$28	\$ 498.00
2	Preliminary Assessment and Conceptual Solutions for Ex. Drainage Problem Areas														
2.1	Workshop to Review Existing Deficiencies and Problem Areas						6			4		10	\$ 1,564.00	\$108	\$ 1,671.50
2.2	Categorize Known Deficiencies (3 Categories)					8	6					14	\$ 1,620.00	\$98	\$ 1,718.00
2.3	Develop Conceptual Solutions					8	8			6		22	\$ 3,056.00	\$154	\$ 3,210.00
2.4	Figures and Tables Summarizing Existing Deficiencies	2	2	4		8	8					24	\$ 2,710.00	\$219	\$ 2,929.00
3A	Collect Supplemental Data for Modeling, Add to City's GIS and Model														
3.1	Prepare Supplemental Data Collection Plan					8	2					10	\$ 1,100.00	\$205	\$ 1,305.00
3.2	Direct Data Collection Effort (Data to be Collected by the City)					4						4	\$ 420.00	\$118	\$ 538.00
3.3	Input Data Collected into City's GIS Database and Model					24	4					28	\$ 3,040.00	\$244	\$ 3,284.00
3B	Task 3B - Additional Survey														
3B.1	Survey				24							24	\$ 2,352.00	\$168	\$ 2,520.00
4	Develop Hydrologic and Hydraulic Model														
4.1	Develop Operating Storm Drain Computer Model					12	8			2		22	\$ 2,692.00	\$424	\$ 3,116.00
4.2	Check Subbasin Parameters and Revise as Needed					80	2			4		86	\$ 9,444.00	\$602	\$ 10,046.00
4.3	Develop Design Rainfall Events						4			2		6	\$ 912.00	\$42	\$ 954.00
4.4	Calibrate Hydraulic Model					8	4			4		16	\$ 2,144.00	\$202	\$ 2,346.00
4B	Task 4B - Storm Water Model Training														
4B.1	Prepare & Present Storm Water Model Comparison Summary						4					4	\$ 520.00	\$28	\$ 548.00
4B.2	Train City Staff - (5) 4-hour sessions						20					20	\$ 2,600.00	\$140	\$ 2,740.00
5	Develop Capital Improvements Program (CIP)														
5.1	Run Model for Existing Conditions, Identify Deficiencies					8	4		2			14	\$ 1,738.00	\$143	\$ 1,881.00
5.2	Run Model for Projected Future Conditions, Identify Deficiencies					8	4			2		14	\$ 1,752.00	\$143	\$ 1,895.00
5.3	Run Model for Various Operating Conditions					8	2					10	\$ 1,100.00	\$70	\$ 1,170.00
5.4	Develop Map and List of Recommended Improvements			8		8	4			2		22	\$ 2,656.00	\$199	\$ 2,855.00
5.5	Develop Cost Estimates for Improvements					4	4		2			10	\$ 1,318.00	\$70	\$ 1,388.00
5.6	Develop Phasing Plan for Improvements					4	4		2			10	\$ 1,318.00	\$73	\$ 1,391.00
6	Document Results of Storm Water Master Plan														
6.1	Prepare a Draft Stormwater and Drainage Master Plan Report	4	8			40	20		8	2		82	\$ 9,816.00	\$619	\$ 10,435.00
6.2	Review the Draft Report with City Personnel						4			2		6	\$ 912.00	\$87	\$ 999.00
6.3	Incorporate Review Comments in Final Report	4	2			8	8			2		24	\$ 2,850.00	\$213	\$ 3,063.00
7	Stormwater Rate Analysis														
7.1	Identify a Rate Approach for the City						4		2	2		8	\$ 1,290.00	\$56	\$ 1,346.00
7.2	Develop a Stormwater Rate Model					12	8		4			24	\$ 3,056.00	\$168	\$ 3,224.00
7.3	Develop Three Rate Structures with CIP Schedules					8	8					16	\$ 1,880.00	\$112	\$ 1,992.00
7.4	Document Rate Analysis in Report						8		4	2		14	\$ 2,188.00	\$98	\$ 2,286.00
7.5	Present Options to City Council						8			4		12	\$ 1,824.00	\$182	\$ 2,006.00
8	Task 8 - Storm Water Specifications Assistance														
8.1	Review City specifications			6			8			4		18	\$ 2,502.00	\$126	\$ 2,628.00
8.2	Technical Memorandum		2				4			2		8	\$ 1,090.00	\$56	\$ 1,146.00
9	Storm Water Impact Fee Facilities Plan														
9.1	Prepare a Draft Stormwater and Drainage Master Plan Report					8	12					20	\$ 2,400.00	\$140	\$ 2,540.00
9.2	Review the Draft Report with City Personnel					8	16					24	\$ 2,920.00	\$168	\$ 3,088.00
9.3	Incorporate Review Comments in Final Report					12	12		2	2		28	\$ 3,590.00	\$241	\$ 3,831.00
10	Storm Water Impact Fee Analysis														
10.1	Prepare a Draft Stormwater and Drainage Master Plan Report					8	12					20	\$ 2,400.00	\$140	\$ 2,540.00
10.2	Review the Draft Report with City Personnel					8	16					24	\$ 2,920.00	\$168	\$ 3,088.00
10.3	Incorporate Review Comments in Final Report					12	12		2	2		28	\$ 3,590.00	\$241	\$ 3,831.00
Master Plan SUBTOTAL LABOR		10	14	18	24	334	272	0	28	52	0	752			
Master Plan SUBTOTAL LABOR COSTS		\$1,000	\$1,246	\$2,034	\$2,352	\$35,070	\$35,360	\$0	\$5,292	\$10,192	\$0	\$92,546	\$92,546	\$6,484	\$99,030

Expenses include:

Mileage reimbursement at \$0.75/mile
Computer/Communications Charge at \$7/labor hour

Reimbursement will be on a salary cost basis. Total compensation for completing the Scope of Services will not exceed the total amount shown without prior written approval of Owner. Hourly rates will be updated on January 1 of each calendar year by BC&A.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Ali Avery, Long Range Planner
DATE: March 2, 2021
SUBJECT: Consideration of RES 2021-05R supporting the 2021 update to the Davis County Pre-Disaster Mitigation Plan and committing to City participation

BACKGROUND

Davis County is required by FEMA to adopt a Pre-Disaster Mitigation Plan that includes all the cities within the County. A Pre-Disaster Mitigation Plan is a plan to mitigate potential damage from natural hazards and make communities more resilient, especially in respect to infrastructure and critical facilities. When the City is applying for FEMA grant funding, the projects must be included on the County Pre-Disaster Mitigation Plan in order to qualify.

The last update to the County plan was in 2016. The County has successfully received grant funding to update the plan, and it must be completed by late 2021. FEMA requires that the cities must agree, by resolution, to participate in the plan, which is why this is on your agenda today. City staff has already been working with the County to update our portion of the plan.

RECOMMENDATION AND POSSIBLE MOTION

I move that the City Council adopt RES 2021-05R supporting the 2021 update to the Davis County Pre-Disaster Mitigation Plan and committing to City participation with the following findings:

1. The City participated in the 2016 Davis County Pre-Disaster Mitigation Plan, which enabled the submittal of grant applications to FEMA for pre-disaster mitigation funding.
2. The City is interested in applying for future grant funding for FEMA to make the City more resilient to natural hazards.

Attachments

- 1) RES 2021-05R
- 2) Letter from Davis County Emergency Manager
- 3) "Davis County Pre-Disaster Mitigation Plan, 2021 Update" handout

RESOLUTION NO. 2021-05R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH
SALT LAKE IN SUPPORT OF THE 2021 UPDATE TO THE DAVIS
COUNTY PRE-DISASTER MITIGATION PLAN AND
COMMITMENT TO CITY PARTICIPATION**

WHEREAS, the health, safety and welfare of the citizens of the City of North Salt Lake are matters of paramount importance to the City Council; and

WHEREAS, the City Council recognizes the threat that natural hazards pose to people and property within their jurisdiction; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has required that municipalities review and revise their local multi-hazard mitigation plan every five years to reflect changes in development, progress in local hazard mitigation efforts, and changes in mitigation priorities and submit their revised multi-hazard mitigation plan for review and approval by FEMA to remain eligible for pre-disaster mitigation grant funding; and

WHEREAS, the Emergency Services Division of Davis County has received a grant from FEMA to prepare a multi-jurisdictional hazard mitigation plan in accordance with the requirements of 44.C.F.R.201.6 and the FEMA “Local Mitigation Planning Handbook”; and

WHEREAS, these requirements include obtaining formal resolutions of participation and support from stakeholder jurisdictions.

THEREFORE, BE IT RESOLVED by the City of North Salt Lake City Council that the City hereby intends to support the Plan update initiative by participating with the committee intended to develop revisions and updates to the Davis County Pre-Disaster Mitigation Plan.

This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of March, 2021.

BY THE CITY COUNCIL:

Len Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

ATTEST:

Linda Horrocks, City Recorder



Davis County Sheriff's Office

Kelly V. Sparks
Sheriff

Arnold Butcher
Chief Deputy
Corrections

Susan M. Poulsen
Chief Deputy
Administration

Andrew Oblad
Chief Deputy
Law Enforcement

North Salt Lake City Council
c/o Ken Leetham, kenl@nslcity.org

February 1, 2021

RE: DAVIS COUNTY PRE-DISASTER MITIGATION PLAN

A Pre-Disaster Mitigation Plan (PDM) is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property, and the natural environment within the County. A PDM is required by the Federal Emergency Management Agency (FEMA), and the updated Pre-Disaster Mitigation Plan MUST comply with FEMA rules.

Davis County developed a PDM that FEMA approved in 2016. The County has a strategic imperative to have its existing plan updated and approved before it expires in late 2021. They have received a grant in support of its initiative in part because local staff time that can be dedicated toward this work is limited.

The process to develop a PDM involves a significant amount of data analysis and coordination between numerous state agencies, municipalities in and adjacent to Davis County, many special service districts, and other community organizations. For the plan to gain this support, the project will need to be managed carefully, information will need to be communicated clearly, and time will need to be reserved for revisions and for the various local adoption processes.

In order for this initiative to proceed, Davis County needs a formal statement of support and agreement to participate from the primary stakeholder agencies. We have attached content that we would suggest for your jurisdiction's resolution of support.

Davis County has retained a consultant to help with this initiative (Mike Hansen, Rural Community Consultants). Their team will likely be contacting your office throughout this planning process. Due to the pandemic, they will be focusing most of our interaction through online resources that will be associated with the <https://DavisHazardPlan.Org/> website.

Chad Monroe
Emergency Manager, Davis County
(801) 451-4129 (office)
(714) 655-3620 (cell)

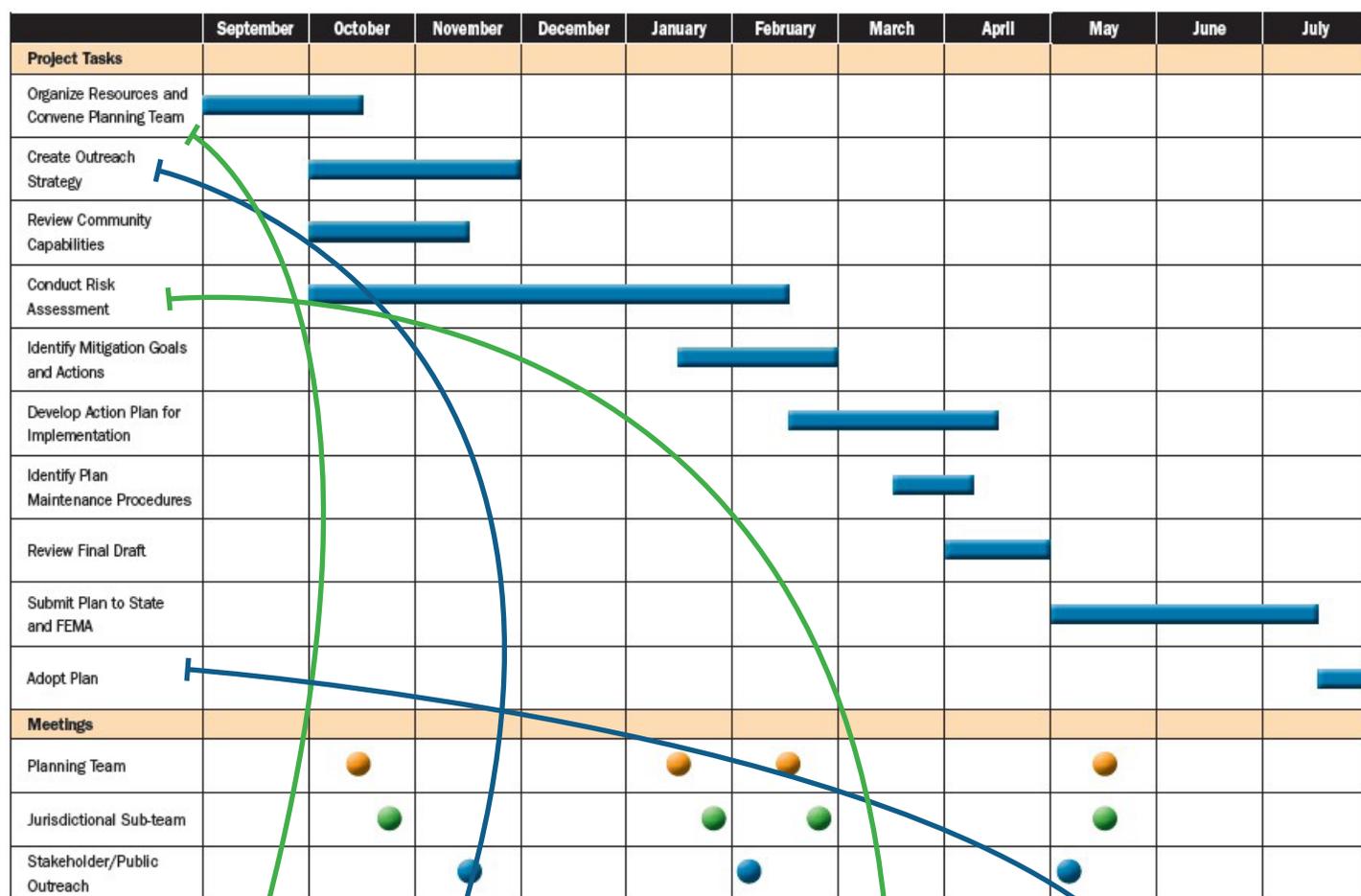
DAVIS COUNTY PRE-DISASTER MITIGATION PLAN, 2021 UPDATE

A Pre-Disaster Mitigation Plan is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property, and the natural environment within the County. A PDM is required by the Federal Emergency Management Agency, and the updated Pre-Disaster Mitigation Plan MUST comply with FEMA rules.

Davis County developed a PDM that FEMA approved in 2016. The County has a strategic imperative to have its existing plan updated and approved before it expires in late 2021. They have received a grant in support of its initiative in part because local staff time that can be dedicated toward this work is limited.

The process to develop a PDM involves a significant amount of data analysis and coordination between numerous state agencies, every municipality in Davis County, and many special service districts. In order for the plan to gain this support, the project will need to be managed carefully, information will need to be communicated clearly, and time will need to be reserved for revisions and for the various local adoption processes.

DavisHazardPlan.org



FEMA recommends a MOU at the beginning of the process in order to set expectations for Emergency Managers.

The uncertainty with COVID will drive us to focus the public interaction to be primarily online. (NEED = local social media accounts, newsletters, etc).

We intend to invest in the conversion of the project site into an ongoing resource that will be useful to the public.

Each jurisdiction needs to formally approve/adopt the final plan before FEMA will adopt it.



NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
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(801) 335-8723
Paulo@nslcity.org

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council
From: Paul Ottoson
Date: March 2, 2021
Subject: Foxboro Drive Street Reconstruction (Foxboro Elementary to Fox Hollow Drive Round-about)

RECOMMENDATION

Staff recommends awarding the Foxboro Drive street reconstruction project from Foxboro Elementary school to Fox Hollow Drive roundabout to Advanced Paving and Construction, LLC for the price of \$155,984.00.

BACKGROUND

This section of Foxboro Drive Drive is in terrible shape and is in need of a total street reconstruction. The street will be excavated to 14 inches below grade and replaced with geogrid fabric, imported granular subbase and 4 inches of asphalt. The project will include the full round-about at Fox Hollow Drive.

The plan is to close all traffic within the project limits. The project will be done in the summer when school is not in session and the few vehicles that may have to access it can use the Fox Hollow Park access.

The City received seven bids and they are shown below:

<u>Contractor</u>	<u>Price</u>
Advanced Paving and Construction, LLC	\$155,984.00
Green Construction	\$167,705.00
Black Forest Paving	\$175,934.00
Miller Paving	\$176,305.00
Post Asphalt Paving	\$187,547.50
Staker Parson Company	\$190,942.50
Consolidated Paving	\$228,266.80

The budget for this project is \$285,000 and it has already been approved.

Advanced Paving and Construction, LLC has completed a few projects in the City and their work has been very good.

POSSIBLE MOTION

I recommend City Council award the Foxboro Drive street reconstruction from Foxboro Elementary school to Fox Hollow Drive roundabout to Advanced Paving and Construction, LLC for the price of \$155,984.00.

