



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA FEBRUARY 6, 2024

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **February 6, 2024** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically via Zoom. The public may attend in person or via Zoom; however, the electronic meeting option does not allow for participation during public hearings or comment periods. Please see instructions included in this agenda to attend and view the meeting via Zoom.

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. Discussion on Proposed Use of Budgeted Funds for Tree Planting
2. Monthly Financial Report for Period Ending December 31, 2023
3. Discussion on Fiscal Year 2025 Budget
4. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Suzette Jackson
3. Citizen Comment
4. Consideration of Bid Award and Resolution 2024-04R: A Resolution Authorizing a Contract with Hogan & Associates Construction, Inc., for Hatch Park Renovation and Expansion Construction Management/General Contractor Services
5. Consideration of Amendments to the Hatch Park Concept Plan
6. Consideration of Bid Award and Resolution 2024-05R: A Resolution Authorizing a Contract with Landmark Design as a Consultant for City's Comprehensive General Plan Update
7. Consideration of Resolution 2024-02: A Resolution Adopting the City's Storm Water Design Manual
8. Approval of City Council Minutes of January 16, 2024
9. Action Items
10. Council Reports
11. City Attorney Report
12. Mayor's Report

13. City Manager Report

14. Adjourn

CLOSED SESSION

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

This meeting has an option to attend electronically via Zoom, with joining information below:

Topic: February 6, 2024 City Council Meeting

Time: February 6, 2024, 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting: <https://us02web.zoom.us/j/88424769902>

Webinar ID: 884 2476 9902

The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours notice for adequate arrangements to be made.

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, certify that copies of the agenda for the City Council meeting to be held **February 6, 2024** were posted on the Utah Public Notice Website: <https://www.utah.gov/pmn/>, City's Website: <https://www.nslcity.org>, and at City Hall: 10 E. Center St. North Salt Lake.

Date Posted: February 5, 2024


Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for February 6, 2024

This document is provided as a way to briefly understand the most important content and purposes of the agenda items at the upcoming meeting. The packet of materials is large and detailed, and it is hoped that this summary guide will assist you as you study in preparation for this meeting.

- 1) Work Session Summary – no formal action required
 - a. Item #1 – Tree Planting Proposals – this item will go over plans for Arbor Day 2024 and present additional tree planting plans related to budgeted and donated funds.
 - b. Item #2 – Monthly financial report by Heidi Voordeckers.
 - c. Item #3 – Ken Leetham will make an overview presentation in preparation for the City's upcoming budget retreat.

- 2) Hatch Park Bid Award (Resolution 2024-04R) – Council action on Resolution required
 - a. This project is a follow up to the 1/16/24 CC meeting where the Council instructed staff to prepare a contract for Construction Management/General Contractor (CM/GC) services.
 - b. The total cost of Hogan will be \$1,299,000, but this payment occurs over the course of the project. Approval of this contract allows us to proceed with these initial pre-construction and design phases of the project.
 - c. Approval of the costs of construction will occur in a future Council action.

- 3) Hatch Park Concept Plan – information item and Council informal feedback on the Plan
 - a. Staff wants to share changes to the Concept Plan since hiring G. Brown Design, Architect.
 - b. Changes to parking, bike lanes and addition of planning for former Rec District site.

- 4) General Plan Bid Award (Resolution 2024-05R) – Council action on Resolution required
 - a. Also a follow up to the 1/16/24 meeting when the Council instructed staff to prepare a contract with Landmark Design for the General Plan Update.
 - b. Funded with \$90,000 UDOT Grant and \$60,000 City funds. \$150,000 is in the adopted FY24 budget.

- 5) Storm Water Design Manual (Resolution 2024-02R) – Council action on Resolution required
 - a. The City has ordinances requiring certain stormwater construction practices and designs.
 - b. There is an urgent additional need to have a construction manual, similar to our water construction specifications manuals, so that all developers, builders and landowners can access formulas, requirements, instructions and other technical information about how to construct public and private storm drainage facilities.
 - c. The City Council should approve all technical manuals like this one.



CITY OF NORTH SALT LAKE FINANCE DEPARTMENT

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

Brian J. Horrocks
Mayor

Heidi Voordeckers
Finance Director

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Heidi Voordeckers, Finance Director

DATE: 2/06/2024

SUBJECT: Monthly financial statements for the period ended December 31, 2023

BACKGROUND

In accordance with the Uniform Fiscal Procedures Act for Cities, monthly financial reports shall be prepared and presented to the governing body of each City.

SUMMARY

There is no unusual financial activity to report for the first six months of the fiscal year, with almost all ongoing revenues and expenditures tracking closely with the prior fiscal year.

Staff has begun the annual budget development process for Fiscal Year 2025, with department requests due February 8th. The budget process will vary slightly this year, with presentations on capital projects and public works held during work sessions in advance of the budget retreat (scheduled for March 23, 2024). The intent is to better facilitate discussions and set expenditure priorities during the retreat with the best possible “base” budget as a guide. Staff is working with a sophisticated financial modeling system that spans from 2000 to 2060 and incorporates long-term financial obligations, upcoming capital projects, and existing and potential new revenue streams.

ACTION

There is no action required of the Council related to the presentation of the monthly financial reports.

Attachments:

- 1) Financial Summary for the period ended December 31, 2023
- 2) Revenues and Expenses with Comparison to Budget reports for the period ended December 31, 2023

City of North Salt Lake Monthly Financial Report

December 2023

GENERAL FUND REVENUES

	Budget			% of Budget	
	Current Year	YTD	Prior YTD	Current Year	Prior Year
Taxes	\$ 11,773,723	\$ 5,135,313	\$ 4,997,999	44%	45%
Licensing	235,000	172,318	153,316	73%	74%
Intergovernmental (1)	148,000	119,593	1,757,006	81%	5%
Charges for Services	845,600	262,879	354,915	31%	32%
Fines & Forfeitures	350,000	196,740	162,992	56%	56%
Misc. Income	499,198	85,583	77,523	17%	43%
Total Revenues	\$ 13,851,521	\$ 5,972,425	\$ 7,503,752		

Top Ten Revenues	Budget			% of Budget	
	Current Year	YTD	Prior YTD	Current Year	Prior Year
Sales Tax	\$ 6,760,000	\$ 2,174,266	\$ 2,161,953	32%	34%
Property Taxes	3,062,723	2,130,685	2,001,080	70%	66%
MET Tax - Power	1,080,000	588,224	584,063	54%	50%
MET Tax - Gas	500,000	116,273	113,938	23%	23%
Justice Court Fines	350,000	196,740	162,992	56%	47%
Business Licenses	235,000	172,318	153,316	73%	66%
Franchise - Telephone	100,000	49,970	51,122	50%	47%
Permit and Planning	655,000	158,228	282,129	24%	39%
Total Top Ten	\$ 12,742,723	\$ 5,586,703	\$ 5,510,595		

NOTES

- 1 - Compared to prior year, General fund revenues are up .6%, or \$33,244, when adjusted for one-time funds and restricted road revenues.
- 2 - At 50% of the year elapsed, general fund expenditures are 52.8% spent.
- 3 - Collections of impact fee revenues are at 13.9% of budget.

GENERAL FUND EXPENDITURES

	Budget			% of Budget	
	Current Year	YTD	Prior YTD	Current Year	Prior Year
Legislative	\$ 309,200	\$ 157,972	\$ 125,944	51%	45%
Judicial	419,200	193,888	179,620	46%	46%
Administration	1,081,398	660,004	619,857	61%	56%
Buildings - City Ctr & PW	196,500	118,073	109,521	60%	66%
Planning & Development	1,061,470	419,256	424,052	39%	52%
Police	5,790,514	2,799,751	2,618,623	48%	49%
Fire - Contracted Service	1,775,000	1,330,802	1,254,635	75%	72%
PW - Streets & Engineering	1,904,400	974,793	878,959	51%	41%
Parks and Recreation	1,460,300	761,934	623,175	52%	47%
Transfers Out	705,000	352,500	1,549,464	50%	50%
Total Expenditures	\$ 14,702,982	\$ 7,768,974	\$ 8,383,850		

CHANGE IN GENERAL FUND BALANCE

	Budget			Current Year	Prior Year
	Current Year	YTD	Prior YTD		
Revenues	\$ 13,851,521	\$ 5,972,425	\$ 7,503,752	43%	48%
Expenditures (2)	14,702,982	7,768,974	8,383,850	53%	51%
Fund Balance Inc./ (Dec)	\$ (851,461)	(1,796,549)	\$ (880,098)		

IMPACT FEE REVENUES - ALL FUND TYPES

Impact Fee Revenues	Budget			Current Year	Prior Year
	Current Year	YTD	Prior YTD		
Parks	\$ 96,600	\$ 13,200	\$ 42,000	14%	8%
Public Safety	11,025	1,470	711	13%	1%
Roads	81,630	9,967	4,504	12%	1%
Water	273,000	36,100	37,350	13%	3%
Secondary Water	-	-	-	-	-
Storm Water	79,500	14,439	(3,159)	18%	-3%
Total Revenues (3)	\$ 541,755	\$ 75,176	\$ 81,406		

Monthly Financial Report

December 2023

EXPENDITURES

SPECIAL REVENUE FUNDS

	Budget			% of Budget		Budget	YTD	Prior YTD	% of Budget	
	Current Year	YTD	Prior YTD	Current Year	Prior Year				Current Year	Prior Year
Redevelopment	2,676,750	\$ 185,233	\$ 91,520	7%	4%	5,605,653	\$ 258,329	\$ 46,808	5%	936%
Housing	201,975	9,908	4,523	5%	3%	201,975	-	-	0%	0%
Local Building Authority	190,260	108,449	95,958	57%	50%	158,562	135,132	127,479	85%	67%

DEBT SERVICE FUND

	Budget			Current		Budget	YTD	Prior YTD	Current	
	Current Year	YTD	Prior YTD	Year	Prior Year				Year	Prior Year
Debt Service - RAP Tax (1)	\$ 1,395,000	\$ 1,141,136	\$ 16,935,763	82%	2870%	\$ 6,497,412	\$ 429,751	\$ 258,646	7%	46%

CAPITAL IMPROVEMENT FUND

	Budget			Current		Budget	YTD	Prior YTD	Current	
	Current Year	YTD	Prior YTD	Year	Prior Year				Year	Prior Year
Capital Projects	\$ 620,278	\$ 133,726	\$ 695,177	22%	50%	\$ 590,278	\$ 217,933	\$ -	37%	0%
Parks - Capital	6,290,328	295,367	209,508	5%	4%	7,341,734	429,613	49,998	6%	2%
Police - Capital	11,025	3,687	2,052	33%	2%	11,025	5,514	-	50%	0%
Roadway - Capital	5,316,197	956,939	1,163,711	18%	12%	12,259,301	1,728,495	1,056,245	14%	11%

ENTERPRISE FUNDS

	Budget			Current		Budget	YTD	Prior YTD	Current	
	Current Year	YTD	Prior YTD	Year	Prior Year				Year	Prior Year
Water - Oper (2)	\$ 4,459,000	\$ 2,781,892	\$ 1,952,149	62%	51%	\$ 4,112,400	\$ 2,346,946	\$ 2,060,655	57%	59%
Water - Cap	1,862,485	136,735	97,240	7%	4%	6,905,041	955,294	1,181,876	14%	21%
Pressurized Irrigation - Foxboro	-	-	200,893	0%	39%	-	-	297,846	0%	58%
Storm Water - Oper	1,128,000	561,485	484,375	50%	52%	819,300	372,207	300,727	45%	43%
Storm Water - Cap	487,360	31,778	8,394	7%	2%	1,394,881	55,938	149,470	4%	12%
Solid Waste	1,716,000	854,653	768,610	50%	52%	1,614,200	599,270	565,353	37%	38%
Golf - Operating	3,110,000	1,858,233	1,212,278	60%	57%	2,589,660	1,454,622	960,143	56%	50%
Golf - Cap and Debt (3)	364,000	(3,558)	-	-1%	0%	1,058,818	272,259	1,485,323	26%	49%
Fleet	1,280,200	464,083	447,108	36%	49%	1,230,900	330,104	344,053	27%	37%

NOTES

- 1- Revenue increases in the Debt Service RAP Tax fund are related to interest earnings on Hatch Park constructions proceeds while project is awaiting development.
- 2- Water operating variance due to timing of payment recognition in annual Weber Basin Water allotment.
- 3 - Golf Capital Variance due to completion of Events Center/Clubhouse remodel

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAX REVENUE</u>						
10-1031-31101	PROPERTY TAX - GENERAL	1,957,915.16	1,864,854.00	2,078,648.73	2,915,723.00	837,074.27 71.3
10-1031-31102	PRIOR YEARS DELINQUENT	815.21	221.20	822.78	2,000.00	1,177.22 41.1
10-1031-31103	FEE IN LIEU OF PERS PROP TAXES	42,349.77	11,012.56	51,213.30	145,000.00	93,786.70 35.3
10-1031-31300	SALES AND USE TAX	2,161,953.06	506,527.24	2,174,266.19	6,760,000.00	4,585,733.81 32.2
10-1031-31303	ENERGY SALES AND USE - POWER	584,063.13	88,283.44	588,223.75	1,080,000.00	491,776.25 54.5
10-1031-31304	ENERGY SALES AND USE - GAS	113,938.19	69,879.15	116,272.77	500,000.00	383,727.23 23.3
10-1031-31305	TRANSIENT ROOM AND SHORT TERM	15,000.41	3,855.14	16,279.33	51,000.00	34,720.67 31.9
10-1031-31401	CABLE TAX	70,841.79	.00	59,616.53	220,000.00	160,383.47 27.1
10-1031-31402	TELEPHONE TAX	51,122.13	11,575.91	49,969.66	100,000.00	50,030.34 50.0
	TOTAL TAX REVENUE	4,997,998.85	2,556,208.64	5,135,313.04	11,773,723.00	6,638,409.96 43.6
<u>LICENSES AND PERMITS</u>						
10-1032-32100	BUSINESS LICENSES AND PERMITS	153,316.45	107,899.75	172,318.13	235,000.00	62,681.87 73.3
	TOTAL LICENSES AND PERMITS	153,316.45	107,899.75	172,318.13	235,000.00	62,681.87 73.3
<u>INTERGOVERNMENTAL</u>						
10-1033-33101	CAPITAL GRANTS - FEDERAL	1,265,964.72	.00	.00	27,000.00	27,000.00 .0
10-1033-33201	OPERATING GRANTS - STATE	1,071.18	.00	91,407.00	95,000.00	3,593.00 96.2
10-1033-33204	CONTRIBUTIONS FROM OTHER GOV	203,345.54	.00	.00	.00	.00 .0
10-1033-33205	STATE C ROAD	260,399.60	.00	.00	.00	.00 .0
10-1033-33207	STATE LIQUOR FUND ALLOTMENT	26,224.73	28,185.77	28,185.77	26,000.00	(2,185.77) 108.4
	TOTAL INTERGOVERNMENTAL	1,757,005.77	28,185.77	119,592.77	148,000.00	28,407.23 80.8
<u>CHARGES FOR SERVICES</u>						
10-1034-34201	FEES-RECREATION PROGRAMS	14,580.32	.00	15,873.94	50,000.00	34,126.06 31.8
10-1034-34203	PARKING CITATIONS	1,600.00	400.00	(1,060.00)	1,800.00	2,860.00 (58.9)
10-1034-34204	FEES POLICE	10,306.42	1,283.50	7,981.26	25,000.00	17,018.74 31.9
10-1034-34205	PLAN CHECK	56,327.60	5,640.84	41,684.55	170,000.00	128,315.45 24.5
10-1034-34206	ZONING & SUBDIVISION PLANNING	30,075.00	.00	25.00	30,000.00	29,975.00 .1
10-1034-34207	INFRASTRUCTURE INSPECTION	1,170.00	.00	2,400.00	40,000.00	37,600.00 6.0
10-1034-34208	PERMIT FEE - INSPECTION	147,610.58	11,886.30	81,860.35	345,000.00	263,139.65 23.7
10-1034-34301	LIBERTY FESTIVAL REVENUE	23,109.00	.00	70,099.62	70,000.00	(99.62) 100.1
10-1034-34302	LIBERTY FEST CAR SHOW	5,000.00	.00	200.00	.00	(200.00) .0
10-1034-34308	RENTS AND LEASES OTHER	.00	40.00	40.00	.00	(40.00) .0
10-1034-34400	SALES AND SERVICE EXCAVATION	46,946.25	500.00	32,257.75	70,000.00	37,742.25 46.1
10-1034-34401	MATERIALS AND SUPPLIES SALES	254.15	.00	1,203.30	2,000.00	796.70 60.2
10-1034-34409	SALES AND SERVICE PUBLIC WORKS	.00	.00	418.73	.00	(418.73) .0
10-1034-34601	RENTS-PARKS AND BALL FIELDS	12,336.00	(2,030.00)	1,382.00	25,000.00	23,618.00 5.5
10-1034-34650	RENTS - CELL TOWER SITES	5,600.00	1,428.00	8,512.00	16,800.00	8,288.00 50.7
	TOTAL CHARGES FOR SERVICES	354,915.32	19,148.64	262,878.50	845,600.00	582,721.50 31.1

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>JUDICIAL REVENUE</u>						
10-1035-35100 COURT FINES & BAIL FORFEITURES	162,992.46	29,284.40	196,739.76	350,000.00	153,260.24	56.2
TOTAL JUDICIAL REVENUE	162,992.46	29,284.40	196,739.76	350,000.00	153,260.24	56.2
<u>MISCELLANEOUS</u>						
10-1037-36000 MISCELLANEOUS	16,638.67	48.00	2,224.46	20,000.00	17,775.54	11.1
10-1037-36100 INTEREST EARNINGS	40,752.54	12,288.49	57,975.67	90,000.00	32,024.33	64.4
10-1037-36200 DIVIDENDS - AWARDS	4,887.00	12,253.00	22,735.00	20,000.00	(2,735.00)	113.7
10-1037-36300 CREDIT CARD USE FEE	4,756.43	156.86	2,647.83	12,000.00	9,352.17	22.1
TOTAL MISCELLANEOUS	67,034.64	24,746.35	85,582.96	142,000.00	56,417.04	60.3
<u>OTHER FINANCING SOURCES</u>						
10-1038-36700 CONTRIBUTIONS	323.66	.00	.00	25,000.00	25,000.00	.0
10-1038-37125 TRANSFERS FROM RDA	.00	.00	.00	130,998.00	130,998.00	.0
10-1038-37144 TRANSFERS FROM ROADS	.00	.00	.00	201,200.00	201,200.00	.0
10-1038-37300 GAIN ON DISPOSAL OF CAPITAL AS	10,165.00	.00	.00	.00	.00	.0
10-1038-37990 FUND BALANCE - USE OF	.00	.00	.00	851,461.00	851,461.00	.0
TOTAL OTHER FINANCING SOURCES	10,488.66	.00	.00	1,208,659.00	1,208,659.00	.0
TOTAL FUND REVENUE	7,503,752.15	2,765,473.55	5,972,425.16	14,702,982.00	8,730,556.84	40.6
<u>GOVERNING COUNCIL</u>						
10-1101-41101 WAGE REGULAR EMPLOYEES	45,059.11	9,912.91	56,133.61	111,500.00	55,366.39	50.3
10-1101-41200 EMPLOYEE BENEFITS	28,231.01	7,281.48	32,782.58	63,000.00	30,217.42	52.0
10-1101-41201 EMPLOYEE ALLOWANCES	7.70	.00	.00	2,700.00	2,700.00	.0
10-1101-42100 PROF & TECHNICAL SERVICES	23,554.40	3,333.33	19,999.98	40,000.00	20,000.02	50.0
10-1101-42105 PROF & TECHNICAL SERVICES-ATTY	714.00	.00	942.00	5,000.00	4,058.00	18.8
10-1101-42109 ELECTIONS	47.15	6,906.29	15,188.20	40,000.00	24,811.80	38.0
10-1101-42400 ADVERTISING AND PUBLIC NOTICES	.00	.00	48.77	1,000.00	951.23	4.9
10-1101-42900 TRAVEL, EDUCATION AND TRAINING	3,303.99	.00	2,942.01	10,000.00	7,057.99	29.4
10-1101-43400 TELECOMMUNICATION	1,350.00	225.00	1,350.00	.00	(1,350.00)	.0
10-1101-45200 OPERATING SUPPLIES	4,668.82	1,761.79	8,407.79	12,000.00	3,592.21	70.1
10-1101-45400 BOOKS, PUBLICATIONS, & SUBSCRI	19,008.06	2,350.00	20,176.83	24,000.00	3,823.17	84.1
TOTAL GOVERNING COUNCIL	125,944.24	31,770.80	157,971.77	309,200.00	151,228.23	51.1

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHIEF ADMINISTRATIVE OFFICER</u>						
10-1103-41101	WAGE REGULAR EMPLOYEES	188,628.78	44,924.82	202,000.37	401,000.00	198,999.63 50.4
10-1103-41200	EMPLOYEE BENEFITS	79,755.11	21,925.03	91,299.52	182,000.00	90,700.48 50.2
10-1103-41201	EMPLOYEE ALLOWANCES	3,576.98	692.31	3,230.78	6,000.00	2,769.22 53.9
10-1103-42100	PROF & TECHNICAL SERVICES	4,166.07	.00	1,690.32	3,000.00	1,309.68 56.3
10-1103-42400	ADVERTISING AND PUBLIC NOTICES	1,384.73	.00	354.26	.00	(354.26) .0
10-1103-42900	TRAVEL, EDUCATION AND TRAINING	1,519.29	.00	3,439.72	6,000.00	2,560.28 57.3
10-1103-43400	TELECOMMUNICATION	1,293.16	275.50	1,272.01	3,060.00	1,787.99 41.6
10-1103-45211	INDIRECT COST ALLOCATION	(73,999.98)	(16,625.00)	(99,750.00)	(199,500.00)	(99,750.00) (50.0)
10-1103-45400	BOOKS, PUBLICATIONS & SUBSCRIP	1,106.07	.00	1,259.69	3,000.00	1,740.31 42.0
10-1103-45603	MACHINERY AND EQUIPMENT	.00	.00	.00	2,200.00	2,200.00 .0
TOTAL CHIEF ADMINISTRATIVE OFFIC		207,430.21	51,192.66	204,796.67	406,760.00	201,963.33 50.4
<u>FINANCIAL</u>						
10-1104-41101	WAGE REGULAR EMPLOYEES	173,099.77	42,384.24	186,315.46	375,000.00	188,684.54 49.7
10-1104-41103	OVERTIME	1,124.95	.00	205.33	1,000.00	794.67 20.5
10-1104-41200	EMPLOYEE BENEFITS	83,448.24	24,759.43	94,141.65	171,000.00	76,858.35 55.1
10-1104-41201	EMPLOYEE ALLOWANCES	3,552.22	750.00	3,250.00	6,000.00	2,750.00 54.2
10-1104-42100	PROF & TECHNICAL SERVICES	.00	225.00	450.00	.00	(450.00) .0
10-1104-42900	TRAVEL, EDUCATION AND TRAINING	1,438.66	.00	135.00	4,200.00	4,065.00 3.2
10-1104-43400	TELECOMMUNICATION	1,842.24	441.50	1,942.96	4,320.00	2,377.04 45.0
10-1104-45200	OPERATING SUPPLIES	.00	.00	64.42	.00	(64.42) .0
10-1104-45211	INDIRECT COST ALLOCATION	(133,500.00)	(24,117.00)	(144,702.00)	(289,400.00)	(144,698.00) (50.0)
10-1104-45400	BOOKS, PUBLICATIONS, & SUBSCRI	225.00	(225.00)	(150.00)	700.00	850.00 (21.4)
TOTAL FINANCIAL		131,231.08	44,218.17	141,652.82	272,820.00	131,167.18 51.9
<u>ADMINISTRATIVE SUPPORT</u>						
10-1120-41205	TUITION REIMBURSEMENT	.00	.00	.00	2,000.00	2,000.00 .0
10-1120-42000	GEN & CONTRACTED SERVICES-IT	34,888.00	(7,413.00)	42,441.25	60,000.00	17,558.75 70.7
10-1120-42100	PROF & TECHNICAL SERVICES	30,539.64	9,100.88	41,918.05	70,000.00	28,081.95 59.9
10-1120-42105	PROF & TECHNICAL SERVICES-ATTY	24,108.00	.00	14,206.50	30,000.00	15,793.50 47.4
10-1120-42110	BANK CHARGES	2,772.12	754.97	4,232.87	17,000.00	12,767.13 24.9
10-1120-42300	INSURANCE - RISK MANAGEMENT	176,065.75	.00	177,070.34	186,018.00	8,947.66 95.2
10-1120-45100	OFFICE SUPPLIES	2,664.91	931.27	4,563.54	17,000.00	12,436.46 26.8
10-1120-45202	EMPLOYEE APPRECIATION	23,948.05	.00	17,055.82	30,000.00	12,944.18 56.9
10-1120-45211	INDIRECT COST ALLOCATION	(16,999.98)	(4,392.00)	(26,352.00)	(52,700.00)	(26,348.00) (50.0)
10-1120-48504	COMPUTERS & EQUIPMENT - IT	375.86	19,259.00	37,191.80	38,000.00	808.20 97.9
10-1120-49011	INTERDEPARTMENTAL FLEET FUEL	25.38	47.54	255.82	500.00	244.18 51.2
10-1120-49012	INTERDEPARTMENTAL FLEET R&M	988.04	133.00	798.00	1,600.00	802.00 49.9
10-1120-49013	FLEET PARTS AND SUPPLIES	19.60	12.60	172.95	2,400.00	2,227.05 7.2
10-1120-49014	INTERDEPARTMENTAL ANNUAL CAP	1,800.00	.00	.00	.00	.00 .0
TOTAL ADMINISTRATIVE SUPPORT		281,195.37	18,434.26	313,554.94	401,818.00	88,263.06 78.0

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING AND ZONING</u>						
10-1130-41101	WAGE REGULAR EMPLOYEES	165,943.87	39,139.00	164,194.94	354,000.00	189,805.06 46.4
10-1130-41102	TEMPORARY EMPLOYEES	5,608.50	2,066.25	10,756.25	7,500.00 (	3,256.25) 143.4
10-1130-41103	OVERTIME	498.24	48.42	48.42	1,000.00	951.58 4.8
10-1130-41200	EMPLOYEE BENEFITS	98,615.90	21,439.35	84,168.40	205,500.00	121,331.60 41.0
10-1130-41201	EMPLOYEE ALLOWANCES	3,230.78	692.31	3,230.78	6,500.00	3,269.22 49.7
10-1130-42000	GENERAL & CONTRACTED SERVICES	.00	.00	45.00	.00 (	45.00) .0
10-1130-42106	PROF & TECH SERVICES-ECON DEV	2,912.00	.00	.00	31,000.00	31,000.00 .0
10-1130-42900	TRAVEL, EDUCATION AND TRAINING	2,070.53	.00	1,876.50	4,500.00	2,623.50 41.7
10-1130-43400	TELECOMMUNICATION	1,332.50	353.94	1,560.19	2,665.00	1,104.81 58.5
10-1130-45200	OPERATING SUPPLIES	313.76	.00	184.01	500.00	315.99 36.8
10-1130-45400	BOOKS, PUBLICATIONS & SUBSCRIP	3,330.58	.00	3,884.15	6,000.00	2,115.85 64.7
10-1130-46010	GRANT - CONTRACT PAYMENTS	9,900.00	.00	.00	150,000.00	150,000.00 .0
10-1130-49011	INTERDEPARTMENTAL FLEET FUEL	92.17	.00	.00	800.00	800.00 .0
10-1130-49012	INTERDEPARTMENTAL FLEET R&M	776.39	.00	.00	.00	.00 .0
10-1130-49013	FLEET PARTS AND SUPPLIES	11.68	.00	.00	.00	.00 .0
	TOTAL PLANNING AND ZONING	294,636.90	63,739.27	269,948.64	769,965.00	500,016.36 35.1
<u>GENERAL GOVERNMENT BUILDING</u>						
10-1140-42000	GENERAL & CONTRACTED SERVICES	52,718.90	13,157.73	84,460.45	85,000.00	539.55 99.4
10-1140-43100	WATER AND SEWERAGE	1,596.00	.00	1,596.00	3,800.00	2,204.00 42.0
10-1140-43200	NATURAL GAS	9,594.21	1,837.29	5,643.96	15,000.00	9,356.04 37.6
10-1140-43300	ELECTRICITY	26,032.66	103.06	19,542.16	44,000.00	24,457.84 44.4
10-1140-43400	TELECOMMUNICATION	8,317.20	.00	7,282.89	17,000.00	9,717.11 42.8
10-1140-45200	OPERATING SUPPLIES	6,747.25	1,225.73	5,149.80	9,000.00	3,850.20 57.2
10-1140-45211	INDIRECT COST ALLOCATION	(15,900.00)	(2,633.00)	(15,798.00)	(31,600.00)	(15,802.00) (50.0)
10-1140-45603	MACHINERY AND EQUIPMENT	2,115.00	.00	1,821.00	10,000.00	8,179.00 18.2
10-1140-49011	FLEET FUEL CHARGES	(2.24)	.00	.00	.00	.00 .0
	TOTAL GENERAL GOVERNMENT BUIL	91,218.98	13,690.81	109,698.26	152,200.00	42,501.74 72.1
<u>PUBLIC WORKS BUILDING</u>						
10-1142-42000	GENERAL & CONTRACTED SERVICES	7,164.67	1,170.75	7,817.14	22,000.00	14,182.86 35.5
10-1142-43100	WATER AND SEWERAGE	1,500.96	605.24	947.24	2,500.00	1,552.76 37.9
10-1142-43200	NATURAL GAS	491.64	491.17	964.61	6,000.00	5,035.39 16.1
10-1142-43300	ELECTRICITY	4,608.57	859.13	4,779.68	12,000.00	7,220.32 39.8
10-1142-45200	OPERATING SUPPLIES	11,463.03 (	3,006.41)	7,529.91	20,000.00	12,470.09 37.7
10-1142-45211	INDIRECT COST ALLOCATION	(18,900.00)	(2,767.00)	(16,602.00)	(33,200.00)	(16,598.00) (50.0)
10-1142-45603	MACHINERY AND EQUIPMENT	11,973.20	358.42	2,938.40	15,000.00	12,061.60 19.6
	TOTAL PUBLIC WORKS BUILDING	18,302.07 (	2,288.70)	8,374.98	44,300.00	35,925.02 18.9

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING INSPECTION</u>						
10-1171-41101	WAGE REGULAR EMPLOYEES	71,328.13	18,227.00	81,252.71	159,000.00	77,747.29 51.1
10-1171-41103	OVERTIME	34.29	.00	126.84	2,000.00	1,873.16 6.3
10-1171-41200	EMPLOYEE BENEFITS	44,639.97	14,115.79	55,484.41	101,000.00	45,515.59 54.9
10-1171-42000	GENERAL & CONTRACTED SERVICES	8,482.50	.00	7,319.41	15,000.00	7,680.59 48.8
10-1171-42900	TRAVEL, EDUCATION AND TRAINING	60.00	.00	522.76	1,600.00	1,077.24 32.7
10-1171-43400	TELECOMMUNICATION	554.07	87.24	399.32	1,405.00	1,005.68 28.4
10-1171-45400	BOOKS, PUBLICATIONS AND SUBSCR	206.13	.00	180.00	700.00	520.00 25.7
10-1171-49011	INTERDEPARTMENTAL FLEET FUEL	216.72	62.08	311.21	1,200.00	888.79 25.9
10-1171-49012	INTERDEPARTMENTAL FLEET R&M	2,093.40	308.00	1,848.00	3,700.00	1,852.00 50.0
10-1171-49013	FLEET PARTS AND SUPPLIES	.00	12.60	63.00	2,300.00	2,237.00 2.7
10-1171-49014	INTERDEPARTMENTAL ANNUAL CAP	1,800.00	300.00	1,800.00	3,600.00	1,800.00 50.0
	TOTAL BUILDING INSPECTION	129,415.21	33,112.71	149,307.66	291,505.00	142,197.34 51.2
<u>GENERAL GOVT NON OPERATING</u>						
10-1900-49140	TRANSFERS TO CAPITAL PROJECTS	619,800.00	.00	.00	.00	.00 .0
10-1900-49144	TRANSFERS TO ROAD CAPITAL	352,500.00	58,750.00	352,500.00	705,000.00	352,500.00 50.0
10-1900-49244	TRANSFERS TO ROAD CAPITAL-REST	577,164.00	.00	.00	.00	.00 .0
	TOTAL GENERAL GOVT NON OPERATI	1,549,464.00	58,750.00	352,500.00	705,000.00	352,500.00 50.0
<u>JUDICIAL</u>						
10-2030-41000	PERSONNEL SERVICES JUSTICE OF	28,618.14	4,769.69	28,618.14	64,200.00	35,581.86 44.6
10-2030-41101	WAGE REGULAR EMPLOYEES	67,507.89	17,069.54	76,841.40	142,000.00	65,158.60 54.1
10-2030-41103	OVERTIME	1,084.27	.00	486.57	5,000.00	4,513.43 9.7
10-2030-41200	EMPLOYEE BENEFITS	38,607.54	8,876.51	40,198.30	81,000.00	40,801.70 49.6
10-2030-42100	PROF & TECHNICAL SERVICES	2,158.66	202.62	1,749.69	3,500.00	1,750.31 50.0
10-2030-42110	BANK CHARGES	5,923.79	850.39	5,490.09	13,000.00	7,509.91 42.2
10-2030-42900	TRAVEL, EDUCATION AND TRAINING	137.00	.00	251.75	1,500.00	1,248.25 16.8
10-2030-43400	TELECOMMUNICATION	1,183.63	67.50	1,072.81	2,500.00	1,427.19 42.9
10-2030-45100	OFFICE SUPPLIES	430.76	184.01	1,501.56	5,000.00	3,498.44 30.0
10-2030-45200	OPERATING SUPPLIES	468.48	.00	212.43	2,000.00	1,787.57 10.6
10-2030-45603	MACHINERY AND EQUIPMENT	.00	.00	.00	7,500.00	7,500.00 .0
10-2030-47100	JURY AND WITNESS PAYMENTS	499.50	.00	.00	2,000.00	2,000.00 .0
	TOTAL JUDICIAL	146,619.66	32,020.26	156,422.74	329,200.00	172,777.26 47.5
<u>JUSTICE COURT</u>						
10-2035-42107	PROF & TECHNICAL - DEFENDER	9,000.00	1,500.00	9,000.00	20,000.00	11,000.00 45.0
10-2035-42108	PROF & TECHNICAL - PROSECUTOR	17,000.00	2,837.00	22,210.00	60,000.00	37,790.00 37.0
10-2035-42111	ADMINISTRATIVE LIQUOR RELATED	7,000.00	618.00	6,255.00	10,000.00	3,745.00 62.6
	TOTAL JUSTICE COURT	33,000.00	4,955.00	37,465.00	90,000.00	52,535.00 41.6

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL AND REGULATION</u>						
10-2100-42000 GENERAL & CONTRACTED SERVICES	28,758.35	.00	.00	.00	.00	.0
TOTAL ANIMAL CONTROL AND REGUL	28,758.35	.00	.00	.00	.00	.0
<u>POLICE</u>						
10-2400-41101 WAGE REGULAR EMPLOYEES	1,186,762.55	284,397.28	1,266,202.33	2,525,000.00	1,258,797.67	50.2
10-2400-41103 OVERTIME	65,616.26	13,404.01	61,139.50	104,325.00	43,185.50	58.6
10-2400-41104 NSL LIVE OVERTIME	4,060.67	665.21	3,151.07	20,000.00	16,848.93	15.8
10-2400-41200 EMPLOYEE BENEFITS	759,955.02	206,366.37	846,990.77	1,539,000.00	692,009.23	55.0
10-2400-41202 EMPLOYEE ALLOWANCES - UNIFORM	25,427.06	1,985.13	14,149.57	38,000.00	23,850.43	37.2
10-2400-41205 TUITION REIMBURSEMENT	1,500.00	.00	1,500.00	6,000.00	4,500.00	25.0
10-2400-42100 PROF & TECHNICAL SERVICES	21,507.46	635.40	22,444.96	19,279.00	(3,165.96)	116.4
10-2400-42101 PROF & TECHNICAL SERVICES-CAM	.00	.00	.00	56,000.00	56,000.00	.0
10-2400-42120 RENTAL OF EQUIPMENT & VEHICLES	3,115.99	.00	4,383.94	13,500.00	9,116.06	32.5
10-2400-42900 TRAVEL, EDUCATION AND TRAINING	6,275.68	.00	8,275.82	30,000.00	21,724.18	27.6
10-2400-43400 TELECOMMUNICATION EMPLOYEES	12,921.25	2,626.27	12,924.41	28,000.00	15,075.59	46.2
10-2400-45100 OFFICE SUPPLIES	1,067.72	43.97	459.23	3,200.00	2,740.77	14.4
10-2400-45200 OPERATING SUPPLIES	2,594.23	63.86	5,293.55	9,000.00	3,706.45	58.8
10-2400-45260 K-9 EXPENDITURES	.00	.00	.00	4,350.00	4,350.00	.0
10-2400-45400 BOOKS, PUBLICATIONS AND SUBSCR	12,738.40	.00	12,414.64	27,500.00	15,085.36	45.1
10-2400-45603 MACHINERY AND EQUIPMENT	15,673.45	2,500.00	16,949.18	118,500.00	101,550.82	14.3
10-2400-49011 INTERDEPARTMENTAL FLEET FUEL	24,674.62	6,562.36	37,071.63	94,500.00	57,428.37	39.2
10-2400-49012 INTERDEPARTMENTAL FLEET R&M	48,872.69	9,173.42	54,401.65	97,200.00	42,798.35	56.0
10-2400-49013 FLEET PARTS AND SUPPLIES	1,361.70	(325.33)	4,591.22	62,000.00	57,408.78	7.4
10-2400-49014 INTERDEPARTMENTAL ANNUAL CAP	99,120.00	16,483.00	98,898.00	197,800.00	98,902.00	50.0
TOTAL POLICE	2,293,244.75	544,580.95	2,471,241.47	4,993,154.00	2,521,912.53	49.5
<u>POLICE-CODE ENFORCEMENT</u>						
10-2401-49011 INTERDEPARTMENTAL FLEET FUEL	(45.14)	.00	.00	.00	.00	.0
TOTAL POLICE-CODE ENFORCEMENT	(45.14)	.00	.00	.00	.00	.0
<u>POLICE - NON-SWORN</u>						
10-2404-41101 WAGE REGULAR EMPLOYEES	125,122.95	29,929.68	132,578.81	262,000.00	129,421.19	50.6
10-2404-41102 TEMPORARY EMPLOYEES	43,205.00	15,900.00	67,185.00	146,160.00	78,975.00	46.0
10-2404-41103 OVERTIME	560.53	.00	20.76	.00	(20.76)	.0
10-2404-41200 EMPLOYEE BENEFITS	84,676.87	23,606.97	91,845.37	177,500.00	85,654.63	51.7
TOTAL POLICE - NON-SWORN	253,565.35	69,436.65	291,629.94	585,660.00	294,030.06	49.8
<u>SPECIAL DETAIL SERVICES</u>						
10-2405-45000 SUPPLIES AND MATERIALS	10,005.80	105.77	3,786.12	26,000.00	22,213.88	14.6
TOTAL SPECIAL DETAIL SERVICES	10,005.80	105.77	3,786.12	26,000.00	22,213.88	14.6

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DISPATCH AND COMMUNICATIONS</u>						
10-2600-42000 GENERAL & CONTRACTED SERVICES	33,093.86	.00	33,093.72	185,700.00	152,606.28	17.8
TOTAL DISPATCH AND COMMUNICATI	33,093.86	.00	33,093.72	185,700.00	152,606.28	17.8
<u>FIRE</u>						
10-2900-42000 GENERAL & CONTRACTED SERVICES	1,254,635.25	443,600.50	1,330,801.50	1,775,000.00	444,198.50	75.0
TOTAL FIRE	1,254,635.25	443,600.50	1,330,801.50	1,775,000.00	444,198.50	75.0
<u>ENGINEERING AND DESIGN</u>						
10-3300-41101 WAGE REGULAR EMPLOYEES	26,469.01	4,277.52	18,636.64	36,500.00	17,863.36	51.1
10-3300-41102 TEMPORARY EMPLOYEES	8,541.50	1,048.00	6,540.00	18,000.00	11,460.00	36.3
10-3300-41103 OVERTIME	.00	.00	.00	1,000.00	1,000.00	.0
10-3300-41200 EMPLOYEE BENEFITS	7,370.58	2,130.25	8,945.73	14,000.00	5,054.27	63.9
10-3300-42000 GENERAL & CONTRACTED SERVICES	1,700.00	.00	1,750.00	13,000.00	11,250.00	13.5
10-3300-42100 PROF & TECHNICAL SERVICES	5,207.50	.00	(1,600.00)	17,000.00	18,600.00	(9.4)
10-3300-42900 TRAVEL, EDUCATION AND TRAINING	111.82	.00	78.00	3,500.00	3,422.00	2.2
10-3300-43400 TELECOMMUNICATION	350.13	165.44	773.16	2,000.00	1,226.84	38.7
10-3300-45100 OFFICE SUPPLIES	472.95	.00	.00	1,500.00	1,500.00	.0
10-3300-45200 OPERATING SUPPLIES	12.04	.00	.00	.00	.00	.0
10-3300-45400 BOOKS, PUBLICATIONS AND SUBSCR	1,000.00	.00	1,175.33	1,500.00	324.67	78.4
10-3300-45603 MACHINERY AND EQUIPMENT	.00	.00	53.94	3,000.00	2,946.06	1.8
10-3300-49011 INTERDEPARTMENTAL FLEET FUEL	528.35	301.72	1,471.62	2,400.00	928.38	61.3
10-3300-49012 INTERDEPARTMENTAL FLEET R&M	3,387.39	383.00	2,298.00	4,600.00	2,302.00	50.0
10-3300-49013 FLEET PARTS AND SUPPLIES	325.92	25.20	1,373.15	2,800.00	1,426.85	49.0
10-3300-49014 INTERDEPARTMENTAL ANNUAL CAP	3,720.00	608.00	3,648.00	7,300.00	3,652.00	50.0
TOTAL ENGINEERING AND DESIGN	59,197.19	8,939.13	45,143.57	128,100.00	82,956.43	35.2
<u>STREETS ADMINISTRATION</u>						
10-3501-41101 WAGE REGULAR EMPLOYEES	124,920.96	29,962.12	126,907.10	233,500.00	106,592.90	54.4
10-3501-41102 TEMPORARY EMPLOYEES	.00	.00	5,892.00	25,000.00	19,108.00	23.6
10-3501-41103 OVERTIME	3,434.38	847.42	4,548.29	25,000.00	20,451.71	18.2
10-3501-41200 EMPLOYEE BENEFITS	78,889.27	22,858.68	87,921.84	133,500.00	45,578.16	65.9
10-3501-41202 EMPLOYEE ALLOWANCES - UNIFORM	2,172.39	.00	2,346.26	5,000.00	2,653.74	46.9
10-3501-42900 TRAVEL, EDUCATION AND TRAINING	2,631.20	.00	931.43	5,500.00	4,568.57	16.9
10-3501-43400 TELECOMMUNICATION	2,577.90	553.35	2,476.53	5,000.00	2,523.47	49.5
10-3501-45100 OFFICE SUPPLIES	3,835.74	1,078.20	4,954.45	3,500.00	(1,454.45)	141.6
10-3501-45200 OPERATING SUPPLIES	1,054.84	13.14	818.59	2,500.00	1,681.41	32.7
10-3501-45400 BOOKS PUBLICATIONS	195.19	.00	.00	3,000.00	3,000.00	.0
10-3501-49011 INTERDEPARTMENTAL FLEET FUEL	9,623.68	3,057.10	17,374.38	40,000.00	22,625.62	43.4
10-3501-49012 INTERDEPARTMENTAL FLEET R&M	139,594.81	15,541.00	93,186.00	184,800.00	91,614.00	50.4
10-3501-49013 FLEET PARTS AND SUPPLIES	3,883.14	21,821.07	82,276.58	100,000.00	17,723.42	82.3
10-3501-49014 INTERDEPARTMENTAL ANNUAL CAP	141,000.00	22,401.00	134,406.00	268,800.00	134,394.00	50.0
TOTAL STREETS ADMINISTRATION	513,813.50	118,133.08	564,039.45	1,035,100.00	471,060.55	54.5

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

		PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS & HWY - RESTRICTED TAX</u>							
10-3502-41101	WAGE REGULAR EMPLOYEES	58,475.86	10,217.36	43,992.96	84,000.00	40,007.04	52.4
10-3502-41103	OVERTIME	.00	.00	.00	1,000.00	1,000.00	.0
10-3502-41200	EMPLOYEE BENEFITS	20,640.32	4,473.90	18,610.00	50,200.00	31,590.00	37.1
10-3502-42120	RENTAL OF EQUIPMENT & VEHICLES	9,500.00	2,800.00	20,416.70	15,000.00	(5,416.70)	136.1
10-3502-45200	OPERATING SUPPLIES	6,098.40	261.98	681.25	15,000.00	14,318.75	4.5
10-3502-45502	ROAD REPAIR MATERIAL	5,005.32	423.91	6,479.45	12,000.00	5,520.55	54.0
10-3502-45600	REPAIR AND MAINTENANCE	12,808.01	.00	2,275.00	24,000.00	21,725.00	9.5
	TOTAL STREETS & HWY - RESTRICTE	112,527.91	18,177.15	92,455.36	201,200.00	108,744.64	46.0
<u>SIDEWALKS AND CROSSWALKS</u>							
10-3503-45501	CONSTRUCTION MATERIAL	27,169.46	25.00	31,001.36	65,000.00	33,998.64	47.7
	TOTAL SIDEWALKS AND CROSSWALK	27,169.46	25.00	31,001.36	65,000.00	33,998.64	47.7
<u>STREET CLEANING & SNOW REMOVA</u>							
10-3505-45503	SALT AND SAND	2,429.30	21,600.16	21,600.16	60,000.00	38,399.84	36.0
10-3505-45603	MACHINERY AND EQUIPMENT	.00	.00	.00	30,000.00	30,000.00	.0
	TOTAL STREET CLEANING & SNOW R	2,429.30	21,600.16	21,600.16	90,000.00	68,399.84	24.0
<u>ENGINEERING, DESIGN, & STUDIES</u>							
10-3506-42100	PROF AND TECHNICAL SERVICES	8,748.63	565.19	6,946.59	25,000.00	18,053.41	27.8
	TOTAL ENGINEERING, DESIGN, & STU	8,748.63	565.19	6,946.59	25,000.00	18,053.41	27.8
<u>STREET LIGHTING & TRAF CONTROL</u>							
10-3507-43300	ELECTRICITY	27,726.54	5,621.33	28,415.34	75,000.00	46,584.66	37.9
10-3507-45600	REPAIR AND MAINTENANCE	30,996.15	1,899.55	18,403.73	70,000.00	51,596.27	26.3
10-3507-45602	STREET STRIPING	84,238.61	6,131.16	122,623.15	135,000.00	12,376.85	90.8
10-3507-45604	OTHER ASSETS-SIGNAGE	12,111.85	1,993.41	44,164.75	80,000.00	35,835.25	55.2
	TOTAL STREET LIGHTING & TRAF CO	155,073.15	15,645.45	213,606.97	360,000.00	146,393.03	59.3

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS ADMINISTRATION</u>						
10-5301-41101	WAGE REGULAR EMPLOYEES	128,829.97	34,002.20	169,121.79	352,000.00	182,878.21 48.1
10-5301-41102	TEMPORARY EMPLOYEES	7,902.63	1,189.00	8,955.65	40,000.00	31,044.35 22.4
10-5301-41103	OVERTIME	10,683.63	785.72	7,095.76	20,000.00	12,904.24 35.5
10-5301-41200	EMPLOYEE BENEFITS	87,756.70	28,798.91	116,640.23	246,000.00	129,359.77 47.4
10-5301-41201	EMPLOYEE ALLOWANCES	415.36	.00	.00	.00	.00 .0
10-5301-41202	EMPLOYEE ALLOWANCES - UNIFORM	1,620.36	.00	2,791.27	5,500.00	2,708.73 50.8
10-5301-42000	GENERAL & CONTRACTED SERVICES	79,939.82	.00	73,971.08	130,000.00	56,028.92 56.9
10-5301-42100	PROF & TECHNICAL SERVICES	11,629.41	75.00	10,669.10	19,000.00	8,330.90 56.2
10-5301-42900	TRAVEL, EDUCATION AND TRAINING	2,056.85	210.00	2,193.90	7,500.00	5,306.10 29.3
10-5301-43400	TELECOMMUNICATION	1,761.64	539.46	2,685.31	3,000.00	314.69 89.5
10-5301-45100	OFFICE SUPPLIES	955.97	.00	1,330.75	3,000.00	1,669.25 44.4
10-5301-49011	INTERDEPARTMENTAL FLEET FUEL	5,065.39	481.14	5,839.23	8,500.00	2,660.77 68.7
10-5301-49012	INTERDEPARTMENTAL FLEET R&M	6,999.52	825.00	4,950.00	9,900.00	4,950.00 50.0
10-5301-49013	FLEET PARTS AND SUPPLIES	499.96	1,761.16	8,865.93	20,000.00	11,134.07 44.3
10-5301-49014	INTERDEPARTMENTAL ANNUAL CAP	11,160.00	2,725.00	16,350.00	32,700.00	16,350.00 50.0
	TOTAL PARKS ADMINISTRATION	357,277.21	71,392.59	431,460.00	897,100.00	465,640.00 48.1
<u>PARK FACILITIES</u>						
10-5304-42202	GROUNDS CARE	34,393.45	1,468.96	41,087.22	78,000.00	36,912.78 52.7
10-5304-43100	WATER AND SEWERAGE	42,117.00	6,726.05	57,973.62	100,000.00	42,026.38 58.0
10-5304-43200	NATURAL GAS	600.86	272.28	355.65	3,500.00	3,144.35 10.2
10-5304-43300	ELECTRICITY	16,113.09	412.42	5,684.48	18,000.00	12,315.52 31.6
	TOTAL PARK FACILITIES	93,224.40	8,879.71	105,100.97	199,500.00	94,399.03 52.7
<u>SPECIAL EVENTS</u>						
10-5305-45201	PARKS AND ARTS BOARD	3,145.95	.00	2,014.74	14,000.00	11,985.26 14.4
10-5305-45202	5K RUN	.00	.00	.00	5,000.00	5,000.00 .0
10-5305-45203	LIBERTY FEST CELEBRATION	44,585.41	.00	134,028.70	125,000.00	(9,028.70) 107.2
10-5305-45204	SENIOR LUNCH BUNCH	1,152.29	53.93	3,508.93	11,000.00	7,491.07 31.9
10-5305-45205	YOUTH COUNCIL AND SCHOLARSHIP	2,224.17	.00	1,784.62	17,500.00	15,715.38 10.2
10-5305-45208	MISC. COUNCIL EVENTS	1,838.53	461.44	7,967.24	10,000.00	2,032.76 79.7
	TOTAL SPECIAL EVENTS	52,946.35	515.37	149,304.23	182,500.00	33,195.77 81.8
<u>PARKS PROGRAMS</u>						
10-5310-41101	WAGE REGULAR EMPLOYEES	3,843.79	.00	2,736.00	.00	(2,736.00) .0
10-5310-41102	TEMPORARY EMPLOYEES	22,376.75	2,280.00	26,599.70	55,000.00	28,400.30 48.4
10-5310-41200	EMPLOYEE BENEFITS	2,355.63	215.46	(436.93)	8,200.00	8,636.93 (5.3)
10-5310-45200	OPERATING SUPPLIES	14,134.76	.00	31,958.92	25,000.00	(6,958.92) 127.8
	TOTAL PARKS PROGRAMS	42,710.93	2,495.46	60,857.69	88,200.00	27,342.31 69.0

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
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#10 GENERAL FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK AREAS</u>						
10-5315-45200 OPERATING SUPPLIES	4,006.42	.00	4,750.96	25,000.00	20,249.04	19.0
10-5315-45603 MACHINERY AND EQUIPMENT	72,619.82	.00	10,133.17	54,000.00	43,866.83	18.8
10-5315-48300 INFRASTRUCTURE	390.00	75.00	327.00	14,000.00	13,673.00	2.3
TOTAL PARK AREAS	77,016.24	75.00	15,211.13	93,000.00	77,788.87	16.4
TOTAL FUND EXPENDITURES	8,383,850.21	1,673,762.40	7,768,973.71	14,702,982.00	6,934,008.29	52.8
NET REVENUE OVER EXPENDITURES	(880,098.06)	1,091,711.15	(1,796,548.55)	.00	1,796,548.55	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#20 REDEVELOPMENT - EAGLEWOOD

		PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EAGLEWOOD OPERATING REVENUE</u>							
20-5071-31105	RDA INCREMENT-EAGLEWOOD	.00	.00	.00	630,000.00	630,000.00	.0
20-5071-36100	INTEREST EARNINGS	.00	7.00	41.00	.00	(41.00)	.0
	TOTAL EAGLEWOOD OPERATING RE	.00	7.00	41.00	630,000.00	629,959.00	.0
	TOTAL FUND REVENUE	.00	7.00	41.00	630,000.00	629,959.00	.0
<u>EAGLEWOOD OPERATING EXPENSE</u>							
20-5074-47010	DEVELOPER REIMBURSEMENT	.00	.00	.00	598,500.00	598,500.00	.0
	TOTAL EAGLEWOOD OPERATING EXP	.00	.00	.00	598,500.00	598,500.00	.0
<u>EAGLEWOOD NON OPERATING</u>							
20-5078-49110	TRANSFER TO GEN FUND	.00	.00	.00	31,500.00	31,500.00	.0
	TOTAL EAGLEWOOD NON OPERATIN	.00	.00	.00	31,500.00	31,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	630,000.00	630,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	7.00	41.00	.00	(41.00)	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#21 REDEVELOPMENT - REDWOOD RD

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REDWOOD RD OPERATING REVENUE</u>						
21-5071-31107 RDA INCREMENT - REDWOOD	.00	.00	.00	1,417,500.00	1,417,500.00	.0
21-5071-36100 INTEREST EARNINGS	49,763.17	29,187.66	172,777.62	50,000.00	(122,777.62)	345.6
TOTAL REDWOOD RD OPERATING RE	49,763.17	29,187.66	172,777.62	1,467,500.00	1,294,722.38	11.8
<u>REDWOOD NON OPERATING REVEN</u>						
21-5072-37990 FUND BALANCE - USE OF	.00	.00	.00	3,356,751.75	3,356,751.75	.0
TOTAL REDWOOD NON OPERATING R	.00	.00	.00	3,356,751.75	3,356,751.75	.0
TOTAL FUND REVENUE	49,763.17	29,187.66	172,777.62	4,824,251.75	4,651,474.13	3.6
<u>REDWOOD OPERATING EXPENSE</u>						
21-5074-47010 DEVELOPER REIMBURSEMENT	.00	.00	.00	115,000.00	115,000.00	.0
TOTAL REDWOOD OPERATING EXPE	.00	.00	.00	115,000.00	115,000.00	.0
<u>REDWOOD NON OPERATING</u>						
21-5078-47011 PRINCIPAL	.00	.00	.00	295,000.00	295,000.00	.0
21-5078-47012 INTEREST	43,650.00	39,375.00	39,375.00	78,750.00	39,375.00	50.0
21-5078-47013 FEES	.00	.00	697.50	2,500.00	1,802.50	27.9
21-5078-49110 TRANSFER TO GEN FUND	.00	.00	.00	70,875.00	70,875.00	.0
21-5078-49127 TRANSFER TO HOUSING FUND	.00	.00	.00	141,750.00	141,750.00	.0
21-5078-49132 TRANSFER TO DEBT SERVICE	.00	33,333.00	199,998.00	400,000.00	200,002.00	50.0
21-5078-49990 FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	363,625.00	363,625.00	.0
21-5078-51611 FOXBORO PARK PROJECT	3,158.25	2,020.51	18,258.49	3,356,751.75	3,338,493.26	.5
TOTAL REDWOOD NON OPERATING	46,808.25	74,728.51	258,328.99	4,709,251.75	4,450,922.76	5.5
TOTAL FUND EXPENDITURES	46,808.25	74,728.51	258,328.99	4,824,251.75	4,565,922.76	5.4
NET REVENUE OVER EXPENDITURES	2,954.92	(45,540.85)	(85,551.37)	.00	85,551.37	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
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#22 REDEVELOPMENT - HWY 89

		PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HWY 89 OPERATING REVENUE</u>							
22-5071-31108	RDA INCREMENT-HWY 89	.00	.00	.00	572,250.00	572,250.00	.0
22-5071-36100	INTEREST EARNINGS	34,590.00	141.00	1,245.00	.00	(1,245.00)	.0
	TOTAL HWY 89 OPERATING REVENUE	34,590.00	141.00	1,245.00	572,250.00	571,005.00	.2
	TOTAL FUND REVENUE	34,590.00	141.00	1,245.00	572,250.00	571,005.00	.2
<u>HWY 89 OPERATING EXPENSE</u>							
22-5074-47010	DEVELOPER REIMBURSEMENT	.00	.00	.00	429,188.00	429,188.00	.0
	TOTAL HWY 89 OPERATING EXPENSE	.00	.00	.00	429,188.00	429,188.00	.0
<u>HWY 89 NON OPERATING</u>							
22-5078-49110	TRANSFER TO GEN FUND	.00	.00	.00	28,613.00	28,613.00	.0
22-5078-49127	TRANSFER TO HOUSING FUND	.00	.00	.00	57,225.00	57,225.00	.0
22-5078-49990	FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	57,224.00	57,224.00	.0
	TOTAL HWY 89 NON OPERATING	.00	.00	.00	143,062.00	143,062.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	572,250.00	572,250.00	.0
	NET REVENUE OVER EXPENDITURES	34,590.00	141.00	1,245.00	.00	(1,245.00)	.0

NORTH SALT LAKE CITY
 REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#25 REDEVELOPMENT AGENCY FUND

		PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RDA OPERATING REVENUE</u>							
25-5071-36100	INTEREST EARNINGS	7,167.00	1,915.00	11,169.00	7,000.00	(4,169.00)	159.6
	TOTAL RDA OPERATING REVENUE	7,167.00	1,915.00	11,169.00	7,000.00	(4,169.00)	159.6
	TOTAL FUND REVENUE	7,167.00	1,915.00	11,169.00	7,000.00	(4,169.00)	159.6
<u>RDA NON OPERATING</u>							
25-5078-49990	FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	7,000.00	7,000.00	.0
	TOTAL RDA NON OPERATING	.00	.00	.00	7,000.00	7,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	7,000.00	7,000.00	.0
	NET REVENUE OVER EXPENDITURES	7,167.00	1,915.00	11,169.00	.00	(11,169.00)	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#27 HOUSING

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HOUSING OPERATING REVENUE</u>						
27-5021-36101 INTEREST EARNINGS RESTRICTED	4,523.00	1,699.00	9,908.00	3,000.00	(6,908.00)	330.3
TOTAL HOUSING OPERATING REVENUE	4,523.00	1,699.00	9,908.00	3,000.00	(6,908.00)	330.3
<u>HOUSING NON OPERATING REVENUE</u>						
27-5023-37125 TRANSFERS FROM RDA	.00	.00	.00	198,975.00	198,975.00	.0
TOTAL HOUSING NON OPERATING REVENUE	.00	.00	.00	198,975.00	198,975.00	.0
TOTAL FUND REVENUE	4,523.00	1,699.00	9,908.00	201,975.00	192,067.00	4.9
<u>HOUSING NON OPERATING EXPENDITURES</u>						
27-5026-49990 FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	201,975.00	201,975.00	.0
TOTAL HOUSING NON OPERATING EXPENDITURES	.00	.00	.00	201,975.00	201,975.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	201,975.00	201,975.00	.0
NET REVENUE OVER EXPENDITURES	4,523.00	1,699.00	9,908.00	.00	(9,908.00)	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#28 LOCAL BUILDING AUTHORITY

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LBA OPERATING REVENUE</u>						
28-2803-34600 RENTS AND LEASES OTHER	43,018.46	7,040.25	52,508.00	89,760.00	37,252.00	58.5
28-2803-36100 INTEREST EARNINGS	2,941.87	969.10	5,943.32	500.00	(5,443.32)	1188.7
28-2803-37141 TRANSFERS FROM PARK CAPITAL	49,998.00	8,333.00	49,998.00	100,000.00	50,002.00	50.0
TOTAL LBA OPERATING REVENUE	95,958.33	16,342.35	108,449.32	190,260.00	81,810.68	57.0
TOTAL FUND REVENUE	95,958.33	16,342.35	108,449.32	190,260.00	81,810.68	57.0
<u>LBA OPERATING EXPENSE</u>						
28-5075-42100 PROF & TECHNICAL SERVICES	9,767.48	1,725.04	16,045.86	16,000.00	(45.86)	100.3
28-5075-42300 INSURANCE - RISK MANAGEMENT	1,613.86	.00	1,699.13	1,500.00	(199.13)	113.3
28-5075-43000 UTILITIES - RENTAL PROPERTIES	4,221.25	470.54	3,945.69	10,000.00	6,054.31	39.5
28-5075-45600 REPAIR AND MAINTENANCE	.00	.00	.00	8,500.00	8,500.00	.0
28-5075-51619 HATCH PARK EXP	900.00	.00	.00	.00	.00	.0
TOTAL LBA OPERATING EXPENSE	16,502.59	2,195.58	21,690.68	36,000.00	14,309.32	60.3
<u>LBA NON - OPERATING EXPENSE</u>						
28-5076-47011 PRINCIPAL	101,000.00	105,000.00	105,000.00	105,000.00	.00	100.0
28-5076-47012 INTEREST	9,976.35	8,441.15	8,441.15	15,062.00	6,620.85	56.0
28-5076-47013 FEES	.00	.00	.00	2,500.00	2,500.00	.0
28-5076-49990 FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	31,698.00	31,698.00	.0
TOTAL LBA NON - OPERATING EXPEN	110,976.35	113,441.15	113,441.15	154,260.00	40,818.85	73.5
TOTAL FUND EXPENDITURES	127,478.94	115,636.73	135,131.83	190,260.00	55,128.17	71.0
NET REVENUE OVER EXPENDITURES	(31,520.61)	(99,294.38)	(26,682.51)	.00	26,682.51	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#32 DEBT SERVICE FUND (RAP TX)

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE TAX REVENUE</u>						
32-5321-31309 RECREATION, ARTS, & PARKS TAX	208,471.03	48,788.77	210,178.95	695,000.00	484,821.05	30.2
TOTAL DEBT SERVICE TAX REVENUE	208,471.03	48,788.77	210,178.95	695,000.00	484,821.05	30.2
<u>DEBT SERVICE NON OPERATING REV</u>						
32-5322-36100 INTEREST EARNINGS	35,292.08	126,134.00	730,959.11	300,000.00	(430,959.11)	243.7
32-5322-37125 TRANSFERS FROM RDA FUND	.00	33,333.00	199,998.00	400,000.00	200,002.00	50.0
32-5322-37200 PROCEEDS FROM BORROWING	16,692,000.00	.00	.00	.00	.00	.0
32-5322-37990 FUND BALANCE - USE OF	.00	.00	.00	5,102,412.00	5,102,412.00	.0
TOTAL DEBT SERVICE NON OPERATI	16,727,292.08	159,467.00	930,957.11	5,802,412.00	4,871,454.89	16.0
TOTAL FUND REVENUE	16,935,763.11	208,255.77	1,141,136.06	6,497,412.00	5,356,275.94	17.6
<u>DEBT SERVICE NON OPERATING EXP</u>						
32-5328-47011 PRINCIPAL	.00	.00	.00	633,000.00	633,000.00	.0
32-5328-47012 INTEREST	17,244.50	379,753.30	379,753.30	755,412.00	375,658.70	50.3
32-5328-47013 FEES	91,401.00	.00	.00	9,000.00	9,000.00	.0
32-5328-49141 TRANSFERS TO PARK CAPITAL	150,000.00	8,333.00	49,998.00	5,100,000.00	5,050,002.00	1.0
TOTAL DEBT SERVICE NON OPERATI	258,645.50	388,086.30	429,751.30	6,497,412.00	6,067,660.70	6.6
TOTAL FUND EXPENDITURES	258,645.50	388,086.30	429,751.30	6,497,412.00	6,067,660.70	6.6
NET REVENUE OVER EXPENDITURES	16,677,117.61	(179,830.53)	711,384.76	.00	(711,384.76)	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#40 CAPITAL IMPROVEMENT FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL FUND NON OPERATING REV</u>						
40-3042-36100 INTEREST EARNINGS	75,377.00	21,643.00	128,212.00	132,000.00	3,788.00	97.1
40-3042-37110 TRANSFERS FROM GENERAL FUND	619,800.00	.00	.00	.00	.00	.0
40-3042-37143 TRANSFERS FROM PUBLIC SAFETY	.00	919.00	5,514.00	11,025.00	5,511.00	50.0
40-3042-37990 FUND BALANCE - USE OF	.00	.00	.00	477,253.00	477,253.00	.0
TOTAL CAPITAL FUND NON OPERATIN	695,177.00	22,562.00	133,726.00	620,278.00	486,552.00	21.6
TOTAL FUND REVENUE	695,177.00	22,562.00	133,726.00	620,278.00	486,552.00	21.6
<u>CAPITAL FUND NON OPERATING EXP</u>						
40-3048-49141 TRANSFER TO PARKS	.00	11,180.33	217,933.35	590,278.00	372,344.65	36.9
40-3048-49153 TRANSFER TO STORM WATER UTILIT	.00	.00	.00	30,000.00	30,000.00	.0
TOTAL CAPITAL FUND NON OPERATIN	.00	11,180.33	217,933.35	620,278.00	402,344.65	35.1
TOTAL FUND EXPENDITURES	.00	11,180.33	217,933.35	620,278.00	402,344.65	35.1
NET REVENUE OVER EXPENDITURES	695,177.00	11,381.67	(84,207.35)	.00	84,207.35	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
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#41 PARK DEVELOPMENT FEES FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS CAPITAL REVENUE</u>						
41-5301-33201 OPERATING GRANTS - STATE	.00	.00	.00	498,950.00	498,950.00	.0
41-5301-34701 IMPACT PARK	42,000.00	2,200.00	13,200.00	96,600.00	83,400.00	13.7
41-5301-36100 INTEREST EARNINGS	10,047.00	2,325.00	14,326.00	1,500.00	(12,826.00)	955.1
41-5301-36101 INTEREST EARNINGS RESTRICTED	7,461.00	(55.00)	(90.00)	3,000.00	3,090.00	(3.0)
TOTAL PARKS CAPITAL REVENUE	59,508.00	4,470.00	27,436.00	600,050.00	572,614.00	4.6
<u>PARKS CAPITAL REV NONOPERATING</u>						
41-5302-37132 TRANSFER FROM DEBT SERVICE-RA	150,000.00	8,333.00	49,998.00	5,100,000.00	5,050,002.00	1.0
41-5302-37140 TRANSFERS FROM CAPITAL PROJEC	.00	11,180.33	217,933.35	590,278.00	372,344.65	36.9
41-5302-37990 FUND BALANCE - USE OF	.00	.00	.00	1,051,406.00	1,051,406.00	.0
TOTAL PARKS CAPITAL REV NONOPE	150,000.00	19,513.33	267,931.35	6,741,684.00	6,473,752.65	4.0
TOTAL FUND REVENUE	209,508.00	23,983.33	295,367.35	7,341,734.00	7,046,366.65	4.0
<u>PARKS CAP EXP NON OPERATING</u>						
41-5318-49128 TRANSFERS TO LBA	49,998.00	8,333.00	49,998.00	100,000.00	50,002.00	50.0
TOTAL PARKS CAP EXP NON OPERAT	49,998.00	8,333.00	49,998.00	100,000.00	50,002.00	50.0
<u>PARKS CAPITAL TRAILS</u>						
41-5336-52317 TOWN CTR I-15 TRAIL	.00	.00	.00	627,000.00	627,000.00	.0
41-5336-57980 FOXBORO PARK TRAIL	.00	.00	72,507.21	181,718.00	109,210.79	39.9
41-5336-57990 LEGACY PARK TRAIL	.00	11,180.33	145,426.14	408,650.00	263,223.86	35.6
TOTAL PARKS CAPITAL TRAILS	.00	11,180.33	217,933.35	1,217,368.00	999,434.65	17.9
<u>PARKS CAPITAL PARK AREAS</u>						
41-5356-51619 HATCH PARK	.00	.00	.00	5,000,000.00	5,000,000.00	.0
41-5356-51620 EAGLEWOOD COVE DETENTION BASI	.00	.00	35,000.00	100,000.00	65,000.00	35.0
41-5356-51800 ANNUAL REPAIR & REPLACE -TBD	.00	33,620.00	126,681.25	782,616.00	655,934.75	16.2
41-5356-52330 CONCRETE BOAT RAMP	.00	.00	.00	141,750.00	141,750.00	.0
TOTAL PARKS CAPITAL PARK AREAS	.00	33,620.00	161,681.25	6,024,366.00	5,862,684.75	2.7
TOTAL FUND EXPENDITURES	49,998.00	53,133.33	429,612.60	7,341,734.00	6,912,121.40	5.9
NET REVENUE OVER EXPENDITURES	159,510.00	(29,150.00)	(134,245.25)	.00	134,245.25	.0

NORTH SALT LAKE CITY
 REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#43 POLICE FACILITIES FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY NON OPERATING RE</u>						
43-2002-34701	710.51	245.00	1,470.00	11,025.00	9,555.00	13.3
43-2002-36101	1,341.00	375.00	2,217.00	.00	(2,217.00)	.0
TOTAL PUBLIC SAFETY NON OPERATI	2,051.51	620.00	3,687.00	11,025.00	7,338.00	33.4
TOTAL FUND REVENUE	2,051.51	620.00	3,687.00	11,025.00	7,338.00	33.4
<u>PUBLIC SAFETY NON OPERATING EX</u>						
43-2008-49140	.00	919.00	5,514.00	11,025.00	5,511.00	50.0
TOTAL PUBLIC SAFETY NON OPERATI	.00	919.00	5,514.00	11,025.00	5,511.00	50.0
TOTAL FUND EXPENDITURES	.00	919.00	5,514.00	11,025.00	5,511.00	50.0
NET REVENUE OVER EXPENDITURES	2,051.51	(299.00)	(1,827.00)	.00	1,827.00	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
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#44 ROADWAY DEVELOPMENT FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD CAPITAL NON OPERATING REV</u>						
44-3502-33101 CAPITAL GRANTS - FEDERAL	64,420.00	.00	.00	.00	.00	.0
44-3502-33201 CAPITAL GRANTS - STATE GVRNMT	81,129.73	.00	.00	2,849,517.00	2,849,517.00	.0
44-3502-33203 TRANSPORTATION FUEL TAX	.00	47,682.39	204,058.53	668,750.00	464,691.47	30.5
44-3502-33205 STATE C ROAD	.00	137,842.50	266,050.60	885,800.00	619,749.40	30.0
44-3502-34701 IMPACT ROAD	4,503.80	1,890.00	9,967.08	81,630.00	71,662.92	12.2
44-3502-36100 INTEREST EARNINGS	48,656.00	10,050.00	69,608.00	70,500.00	892.00	98.7
44-3502-36101 INTEREST EARNINGS RESTRICTED	35,337.00	9,399.00	54,755.00	55,000.00	245.00	99.6
44-3502-37110 TRANSFERS FROM GENERAL FUND	352,500.00	58,750.00	352,500.00	705,000.00	352,500.00	50.0
44-3502-37111 TRANSFERS FROM GEN FUND C ROA	577,164.00	.00	.00	.00	.00	.0
44-3502-37990 FUND BALANCE - USE OF	.00	.00	.00	6,943,104.42	6,943,104.42	.0
TOTAL ROAD CAPITAL NON OPERATI	1,163,710.53	265,613.89	956,939.21	12,259,301.42	11,302,362.21	7.8
TOTAL FUND REVENUE	1,163,710.53	265,613.89	956,939.21	12,259,301.42	11,302,362.21	7.8
<u>ROAD CAPITAL OPERATING EXPENSE</u>						
44-3504-49110 TRANSFERS TO GENERAL FUND	.00	.00	.00	201,200.00	201,200.00	.0
TOTAL ROAD CAPITAL OPERATING EX	.00	.00	.00	201,200.00	201,200.00	.0
<u>ROAD REPAIR AND REPLACEMENT</u>						
44-3505-51301 ANNUAL SEAL COAT C ROAD	5,750.00	.00	.00	620,000.00	620,000.00	.0
44-3505-51901 MAIN ST (I-15 TO 1000 N)	.00	.00	5,400.00	386,000.00	380,600.00	1.4
44-3505-52014 EAGLEWOOD LOOP SO ROCKWOOD	20,591.79	.00	.00	.00	.00	.0
44-3505-52114 75 E,125 E & 175 E RECONSTRUCT	151,191.12	.00	108,086.71	108,568.00	481.29	99.6
44-3505-52115 LACEY WAY (MARIA, GARY,NANCY)	184,064.03	.00	308,560.47	316,116.00	7,555.53	97.6
44-3505-52116 EAGLEWOOD DR(ORCH- EAGLERIDG	41,163.11	.00	362,837.73	791,985.00	429,147.27	45.8
44-3505-52117 NORTH FRONTAGE ROAD (WILSON)	4,111.06	.00	.00	.00	.00	.0
44-3505-52124 RECONSTRUCT US 89 TO CTR	.00	75,220.00	75,220.00	75,222.00	2.00	100.0
44-3505-52144 400 WEST STR RECONSTRUCTION	.00	.00	.00	1,450,000.00	1,450,000.00	.0
44-3505-52201 EAGLERIDGE DR OVERLAY	472,288.90	.00	.00	.00	.00	.0
44-3505-52245 475 N & CLOVERDALE	.00	.00	217,265.96	230,000.00	12,734.04	94.5
44-3505-52253 MTNVIEW/SKYVIEW/WILDFLOWER/SE	.00	175,244.45	186,028.05	229,868.00	43,839.95	80.9
44-3505-52302 PRKWY DR/CANYON LN/EGLPASS/RI	.00	.00	204,095.74	294,367.00	90,271.26	69.3
44-3505-52303 SIDER DR/175 N/550 E/575 E	.00	.00	255,485.36	328,325.00	72,839.64	77.8
44-3505-52315 400 WEST - CTR TO 500 N	.00	.00	.00	1,500,000.00	1,500,000.00	.0
44-3505-52322 WDCRST, TNGL, SUNFLWR RD	.00	.00	.00	215,000.00	215,000.00	.0
44-3505-52323 4000 SOUTH	.00	.00	.00	100,000.00	100,000.00	.0
44-3505-52325 DORTHEA & BERNICE RECONSTR	.00	.00	.00	260,000.00	260,000.00	.0
44-3505-52347 ELM AVE RECONSTRUCTION	.00	.00	3,129.10	.00	(3,129.10)	.0
TOTAL ROAD REPAIR AND REPLACEM	879,160.01	250,464.45	1,726,109.12	6,905,451.00	5,179,341.88	25.0

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
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#44 ROADWAY DEVELOPMENT FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD CAPITAL PROJECTS</u>						
44-3506-51714	BUS SHELTERS	80,525.00	.00	.00	.00	.0
44-3506-51727	1100 NO RR CROSS WIDEN (60-80)	7,950.00	.00	.00	191,953.42	.0
44-3506-51803	1100 NORTH BRIDGE	81,129.73	.00	.00	4,466,435.00	.0
44-3506-51822	TREE PLANTING CTR ST PH 1	.00	.00	.00	75,000.00	.0
44-3506-52005	REDWOOD RD SIDEWALK- WEST CO	7,479.78	.00	.00	83,262.00	.0
44-3506-52324	SIGNAL 400 W & 1100 N	.00	.00	2,385.96	336,000.00	.7
	TOTAL ROAD CAPITAL PROJECTS	177,084.51	.00	2,385.96	5,152,650.42	5,150,264.46 .1
	TOTAL FUND EXPENDITURES	1,056,244.52	250,464.45	1,728,495.08	12,259,301.42	10,530,806.34 14.1
	NET REVENUE OVER EXPENDITURES	107,466.01	15,149.44	(771,555.87)	.00	771,555.87 .0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IRRIGATION CHARGES FOR SERVICE</u>						
51-3121-34405	METERED PRODUCTS	.00	8,099.64	266,774.39	330,000.00	63,225.61 80.8
51-3121-34407	METERED PRODUCTS - CITY METER	.00	879.50	17,905.60	44,000.00	26,094.40 40.7
51-3121-36000	MISCELLANEOUS	.00	.00	6,500.00	.00 (6,500.00)	.0
TOTAL IRRIGATION CHARGES FOR S		.00	8,979.14	291,179.99	374,000.00	82,820.01 77.9
<u>WATER CHARGES FOR SERVICE</u>						
51-3901-34405	METERED PRODUCTS	1,876,460.80	248,700.38	2,374,400.29	3,850,000.00	1,475,599.71 61.7
51-3901-34407	METERED PRODUCTS - CITY METER	69,810.30	5,866.21	114,314.30	165,000.00	50,685.70 69.3
51-3901-36000	MISCELLANEOUS	5,877.54	400.00	1,997.78	70,000.00	68,002.22 2.9
TOTAL WATER CHARGES FOR SERVI		1,952,148.64	254,966.59	2,490,712.37	4,085,000.00	1,594,287.63 61.0
<u>WATER NON OPERATING REVENUE</u>						
51-3902-33101	CAPITAL GRANTS - FEDERAL 86.56	.00	.00	.00	1,463,985.00	1,463,985.00 .0
51-3902-34701	IMPACT WATER	37,350.00	6,500.00	36,100.00	273,000.00	236,900.00 13.2
51-3902-36000	MISCELLANEOUS	850.23	92.40	45,621.80	14,000.00 (31,621.80)	325.9
51-3902-36100	INTEREST EARNINGS	36,725.00	4,522.00	38,582.00	90,000.00	51,418.00 42.9
51-3902-36101	INTEREST EARNINGS RESTRICTED	12,435.00	2,538.00	16,431.00	21,500.00	5,069.00 76.4
51-3902-37300	GAIN ON DISPOSAL OF CAP ASSET	9,880.00	.00	.00	.00	.00 .0
51-3902-37990	FUND BALANCE - USE OF	.00	.00	.00	4,695,956.00	4,695,956.00 .0
TOTAL WATER NON OPERATING REV		97,240.23	13,652.40	136,734.80	6,558,441.00	6,421,706.20 2.1
TOTAL FUND REVENUE		2,049,388.87	277,598.13	2,918,627.16	11,017,441.00	8,098,813.84 26.5
<u>IRRIGATION OPERATING EXPENSE</u>						
51-3124-40570	COST OF SALES	.00	91,272.00	180,768.00	190,000.00	9,232.00 95.1
51-3124-41101	WAGE REGULAR EMPLOYEES	.00	13,037.72	60,032.84	115,000.00	54,967.16 52.2
51-3124-41103	OVERTIME	.00	852.78	5,662.43	8,000.00	2,337.57 70.8
51-3124-41200	EMPLOYEE BENEFITS	.00	10,042.26	43,328.08	70,500.00	27,171.92 61.5
51-3124-42100	PROF & TECHNICAL SERVICES	.00	106.00	2,316.08	10,000.00	7,683.92 23.2
51-3124-42110	BANK CHARGES	.00	377.48	2,485.86	7,500.00	5,014.14 33.1
51-3124-43300	ELECTRICITY	.00	15.63	296.23	5,000.00	4,703.77 5.9
51-3124-43400	TELECOMMUNICATION	.00	59.64	578.55	1,500.00	921.45 38.6
51-3124-45100	OFFICE SUPPLIES	.00	.00	941.54	3,000.00	2,058.46 31.4
51-3124-45211	INDIRECT COST ALLOCATION	.00	1,435.00	8,610.00	17,200.00	8,590.00 50.1
51-3124-45600	REPAIR AND MAINTENANCE	.00	.00	.00	7,000.00	7,000.00 .0
51-3124-45603	MACH & EQUIP - METER REPLACE	.00	.00	.00	45,000.00	45,000.00 .0
TOTAL IRRIGATION OPERATING EXPE		.00	117,198.51	305,019.61	479,700.00	174,680.39 63.6

NORTH SALT LAKE CITY
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WATER FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATING EXPENSE</u>						
51-3904-40570	COST OF SALES	759,438.87	352,953.20	780,759.92	820,000.00	39,240.08 95.2
51-3904-41101	WAGE REGULAR EMPLOYEES	306,312.08	79,807.45	360,853.38	693,000.00	332,146.62 52.1
51-3904-41102	TEMPORARY EMPLOYEES	.00	.00	.00	25,000.00	25,000.00 .0
51-3904-41103	OVERTIME	22,341.23	3,516.32	23,251.60	35,000.00	11,748.40 66.4
51-3904-41200	EMPLOYEE BENEFITS	194,848.55	55,038.21	232,987.59	399,500.00	166,512.41 58.3
51-3904-41201	EMPLOYEE ALLOWANCES	1,726.26	692.31	3,230.78	6,000.00	2,769.22 53.9
51-3904-41202	EMPLOYEE ALLOWANCES - UNIFORM	5,848.17	.00	6,188.19	9,000.00	2,811.81 68.8
51-3904-42100	PROF & TECHNICAL SERVICES	77,370.61	5,153.70	50,896.92	100,000.00	49,103.08 50.9
51-3904-42110	BANK CHARGES	34,433.79	4,718.54	31,073.31	75,000.00	43,926.69 41.4
51-3904-42120	RENTAL OF EQUIPMENT & VEHICLES	19,361.40	.00	11,426.95	41,000.00	29,573.05 27.9
51-3904-42202	GROUNDS CARE	7,681.84	14,117.58	67,164.58	60,000.00	(7,164.58) 111.9
51-3904-42300	INSURANCE - RISK MANAGEMENT	41,166.26	.00	42,307.05	42,000.00	(307.05) 100.7
51-3904-42400	ADVERTISING AND PUBLIC NOTICES	150.00	.00	.00	.00	.00 .0
51-3904-42900	TRAVEL, EDUCATION AND TRAINING	7,602.73	.00	6,405.57	14,000.00	7,594.43 45.8
51-3904-43200	NATURAL GAS	785.83	448.04	709.05	3,500.00	2,790.95 20.3
51-3904-43300	ELECTRICITY	180,873.53	11,174.58	196,377.13	375,000.00	178,622.87 52.4
51-3904-43400	TELECOMMUNICATION	6,973.28	1,069.30	8,188.79	12,000.00	3,811.21 68.2
51-3904-45000	SUPPLIES AND MATERIALS	80,734.06	1,542.40	(35,178.37)	100,000.00	135,178.37 (35.2)
51-3904-45023	CHEMICALS AND TESTING	35,487.82	.00	48,556.74	75,000.00	26,443.26 64.7
51-3904-45100	OFFICE SUPPLIES	13,941.31	.00	12,614.46	35,000.00	22,385.54 36.0
51-3904-45200	OPERATING SUPPLIES/TOOLS	14,733.80	189.94	10,386.75	25,000.00	14,613.25 41.6
51-3904-45211	INDIRECT COST ALLOCATION	177,000.00	33,264.00	199,584.00	399,200.00	199,616.00 50.0
51-3904-45400	BOOKS, PUBLICATIONS AND SUBSCR	4,063.60	263.00	2,932.19	5,500.00	2,567.81 53.3
51-3904-45603	MACH & EQUIP - METERS REPLACE	30,158.48	2,012.45	(45,047.17)	200,000.00	245,047.17 (22.5)
51-3904-49011	FLEET FUEL CHARGES	7,379.78	1,504.86	7,371.11	25,000.00	17,628.89 29.5
51-3904-49012	FLEET REPAIR & MAINTENANCE	30,035.72	1,917.00	11,502.00	23,000.00	11,498.00 50.0
51-3904-49013	FLEET PARTS AND SUPPLIES	206.13	1,695.26	7,383.94	35,000.00	27,616.06 21.1
	TOTAL WATER OPERATING EXPENSE	2,060,655.13	571,078.14	2,041,926.46	3,632,700.00	1,590,773.54 56.2
<u>WATER OPS REPAIR & REPLACE PRJ</u>						
51-3905-42100	PROF & TECHNICAL SERVICES	7,810.00	.00	750.00	13,000.00	12,250.00 5.8
51-3905-51520	MISC REHAB CUL WATER RESEVOIR	5,982.80	.00	.00	.00	.00 .0
51-3905-51722	EQUALIZATION 350 E AND MORTON	.00	.00	.00	205,065.00	205,065.00 .0
51-3905-51723	MISC INTERIOR PIPING RESEVOIRS	4,945.37	.00	.00	.00	.00 .0
51-3905-51815	5200 PUMP BLSDG #1 RETROFIT	.00	.00	.00	80,000.00	80,000.00 .0
51-3905-51816	PRV VAULT & VALVE REPLACEMENT	2,539.76	600.00	172,330.94	250,000.00	77,669.06 68.9
51-3905-52114	75 E 125 E & 175 E REPLACEMENT	92,288.98	.00	2,602.14	137,500.00	134,897.86 1.9
51-3905-52115	LACEY WAY WL REPLACEMENT	840,464.95	.00	220.00	30,329.00	30,109.00 .7
51-3905-52117	NO FRONTAGE RD WILSON TO CC	13,702.36	.00	.00	.00	.00 .0
51-3905-52118	PRV VAULT & VALVE REPLACE FY22	77,652.07	.00	37,314.00	37,314.00	.00 100.0
51-3905-52124	MAIN ST WATERLINE US 89 TO CTR	.00	34,816.67	34,816.67	31,388.00	(3,428.67) 110.9
51-3905-52245	475 N & CLOVERDALE	.00	.00	126,478.54	189,658.00	63,179.46 66.7
51-3905-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SE	.00	157,129.16	406,961.34	338,330.00	(68,631.34) 120.3
51-3905-52301	N PRK VILLAGE WATERLINE	.00	.00	.00	275,000.00	275,000.00 .0
51-3905-52315	400 W (500 N TO 1100 N)	.00	.00	.00	847,670.00	847,670.00 .0
51-3905-56105	CNTR ST WATERLINE UPPERCROSS	.00	.00	.00	157,112.00	157,112.00 .0
51-3905-56110	MAJOR REPAIRS MISC	.00	.00	.00	50,000.00	50,000.00 .0
51-3905-56112	WATER DAMAGE - ROAD REPAIR	3,761.85	.00	1,135.00	45,000.00	43,865.00 2.5
	TOTAL WATER OPS REPAIR & REPLA	1,049,148.14	192,545.83	782,608.63	2,687,366.00	1,904,757.37 29.1

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

WATER FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER CAPITAL PROJECTS</u>						
51-3906-51631 E-WOOD COVE SECONDARY PHASE	1,875.00	.00	.00	.00	.00	.0
51-3906-52138 BIG WEST OIL FLOW CTR,VALVE,MT	.00	747.25	747.25	74,780.00	74,032.75	1.0
51-3906-52213 EWGC HOLE 7 & 11, LAKE ENLRGMN	.00	.00	3,448.50	200,000.00	196,551.50	1.7
51-3906-52242 WATER SYSTEM GENERATORS	.00	697.50	697.50	1,633,985.00	1,633,287.50	.0
51-3906-52315 400 W WL - CTR TO 500 N	.00	.00	.00	1,260,000.00	1,260,000.00	.0
51-3906-52322 WDRCST, TNGL, SUNFLWR WL	.00	.00	.00	450,000.00	450,000.00	.0
TOTAL WATER CAPITAL PROJECTS	1,875.00	1,444.75	4,893.25	3,618,765.00	3,613,871.75	.1
<u>WATER NON OPERATING EXPENSE</u>						
51-3908-45603 MACH & EQUIP-METERS NEW	73,731.59	.00	.00	50,000.00	50,000.00	.0
51-3908-47011 PRINCIPAL	.00	.00	.00	180,910.00	180,910.00	.0
51-3908-47012 INTEREST	17,554.70	.00	14,992.04	30,000.00	15,007.96	50.0
51-3908-47013 FEES	1,550.00	.00	.00	5,000.00	5,000.00	.0
51-3908-48500 MACHINERY & EQUIPMENT CAPITAL	.00	9,220.37	152,799.60	333,000.00	180,200.40	45.9
51-3908-48502 VEHICLES	38,017.04	.00	.00	.00	.00	.0
TOTAL WATER NON OPERATING EXP	130,853.33	9,220.37	167,791.64	598,910.00	431,118.36	28.0
TOTAL FUND EXPENDITURES	3,242,531.60	891,487.60	3,302,239.59	11,017,441.00	7,715,201.41	30.0
NET REVENUE OVER EXPENDITURES	(1,193,142.73)	(613,889.47)	(383,612.43)	.00	383,612.43	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#52 PRESSURIZED IRRIG WTR FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>IRRIGATION CHARGES FOR SERVICE</u>						
52-3121-34405	METERED PRODUCTS	176,471.17	.00	.00	.00	.0
52-3121-34407	METERED PRODUCTS - CITY METER	11,171.51	.00	.00	.00	.0
52-3121-36000	MISCELLANEOUS	2,150.00	.00	.00	.00	.0
	TOTAL IRRIGATION CHARGES FOR S	189,792.68	.00	.00	.00	.0
<u>PRESSURIZED IRRIGATION NON OPE</u>						
52-3122-36100	INTEREST EARNINGS	9,975.00	.00	.00	.00	.0
52-3122-36101	INTEREST EARNINGS RESTRICTED	1,125.00	.00	.00	.00	.0
	TOTAL PRESSURIZED IRRIGATION NO	11,100.00	.00	.00	.00	.0
	TOTAL FUND REVENUE	200,892.68	.00	.00	.00	.0
<u>IRRIGATION OPERATING EXPENSE</u>						
52-3124-40570	COST OF SALES	178,992.00	.00	.00	.00	.0
52-3124-41101	WAGE REGULAR EMPLOYEES	54,352.20	.00	.00	.00	.0
52-3124-41103	OVERTIME	5,437.03	.00	.00	.00	.0
52-3124-41200	EMPLOYEE BENEFITS	38,885.24	.00	.00	.00	.0
52-3124-42100	PROF & TECHNICAL SERVICES	2,292.08	.00	.00	.00	.0
52-3124-42110	BANK CHARGES	3,332.30	.00	.00	.00	.0
52-3124-43300	ELECTRICITY	280.38	.00	.00	.00	.0
52-3124-43400	TELECOMMUNICATION	810.36	.00	.00	.00	.0
52-3124-45100	OFFICE SUPPLIES	1,214.73	.00	.00	.00	.0
52-3124-45211	INDIRECT COST ALLOCATION	12,249.96	.00	.00	.00	.0
	TOTAL IRRIGATION OPERATING EXPE	297,846.28	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	297,846.28	.00	.00	.00	.0
	NET REVENUE OVER EXPENDITURES	(96,953.60)	.00	.00	.00	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#53 STORM WATER UTILITY FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORM CHARGES FOR SERVICES</u>						
53-3111-34200 FEES	484,375.05	93,712.77	561,484.55	1,128,000.00	566,515.45	49.8
TOTAL STORM CHARGES FOR SERVI	484,375.05	93,712.77	561,484.55	1,128,000.00	566,515.45	49.8
<u>STORM NON OPERATING REVENUE</u>						
53-3112-34701 IMPACT STORM WATER	(3,158.62)	3,258.50	14,438.90	79,500.00	65,061.10	18.2
53-3112-36100 INTEREST EARNINGS	8,689.00	2,411.00	13,660.00	3,500.00	(10,160.00)	390.3
53-3112-36101 INTEREST EARNINGS RESTRICTED	2,864.00	612.00	3,679.00	2,000.00	(1,679.00)	184.0
53-3112-37140 TRANSFERS FROM CAPITAL PROJEC	.00	.00	.00	30,000.00	30,000.00	.0
53-3112-37200 PROCEEDS FROM BORROWING	.00	.00	.00	302,360.00	302,360.00	.0
53-3112-37300 GAIN ON DISPOSAL OF CAP ASSET	.00	.00	.00	70,000.00	70,000.00	.0
53-3112-37990 FUND BALANCE - USE OF	.00	.00	.00	598,821.00	598,821.00	.0
TOTAL STORM NON OPERATING REV	8,394.38	6,281.50	31,777.90	1,086,181.00	1,054,403.10	2.9
TOTAL FUND REVENUE	492,769.43	99,994.27	593,262.45	2,214,181.00	1,620,918.55	26.8
<u>STORM OPERATING EXPENSE</u>						
53-3114-41101 WAGE REGULAR EMPLOYEES	118,192.25	30,062.86	132,160.30	257,000.00	124,839.70	51.4
53-3114-41103 OVERTIME	5,134.10	236.14	2,971.35	10,000.00	7,028.65	29.7
53-3114-41200 EMPLOYEE BENEFITS	63,460.25	18,261.29	73,104.40	131,500.00	58,395.60	55.6
53-3114-41201 EMPLOYEE ALLOWANCES	1,233.71	.00	555.13	2,500.00	1,944.87	22.2
53-3114-41205 TUITION REIMBURSEMENT	.00	.00	.00	2,000.00	2,000.00	.0
53-3114-42100 PROF & TECHNICAL SERVICES	7,740.38	106.00	8,594.57	25,000.00	16,405.43	34.4
53-3114-42110 BANK CHARGES	4,443.07	1,321.19	8,700.53	9,500.00	799.47	91.6
53-3114-42120 RENTAL OF EQUIPMENT & VEHICLES	1,149.15	.00	.00	4,000.00	4,000.00	.0
53-3114-42160 CLEANING AND CAMERA INSPECTIO	.00	44,723.44	44,723.44	150,000.00	105,276.56	29.8
53-3114-42300 INSURANCE - RISK MANAGEMENT	1,291.14	.00	1,643.65	2,000.00	356.35	82.2
53-3114-42900 TRAVEL, EDUCATION AND TRAINING	2,615.40	.00	683.12	4,000.00	3,316.88	17.1
53-3114-43400 TELECOMMUNICATION	1,600.76	181.77	1,321.04	3,500.00	2,178.96	37.7
53-3114-45000 SUPPLIES AND MATERIALS	1,625.97	.00	2,614.44	4,000.00	1,385.56	65.4
53-3114-45100 OFFICE SUPPLIES	2,712.68	.00	3,001.77	6,500.00	3,498.23	46.2
53-3114-45200 OPERATING SUPPLIES	1,136.30	.00	66.68	1,000.00	933.32	6.7
53-3114-45211 INDIRECT COST ALLOCATION	31,200.00	6,173.00	37,038.00	74,100.00	37,062.00	50.0
53-3114-45400 BOOKS, PUBLICATIONS & SUBSCRIP	3,654.60	.00	7,307.93	8,000.00	692.07	91.4
53-3114-45600 REPAIR AND MAINTENANCE	33,361.05	4,958.76	25,853.67	50,000.00	24,146.33	51.7
53-3114-45603 MACHINERY AND EQUIPMENT	46.94	.00	1,100.00	45,000.00	43,900.00	2.4
53-3114-49011 FLEET FUEL CHARGES	6,084.91	1,368.84	4,747.83	15,000.00	10,252.17	31.7
53-3114-49012 FLEET REPAIR & MAINTENANCE	14,024.06	1,225.00	7,370.00	14,700.00	7,330.00	50.1
53-3114-49013 FLEET PARTS AND SUPPLIES	20.00	32.60	8,649.39	.00	(8,649.39)	.0
TOTAL STORM OPERATING EXPENSE	300,726.72	108,650.89	372,207.24	819,300.00	447,092.76	45.4

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#53 STORM WATER UTILITY FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STORM CAPITAL PROJECTS</u>						
53-3116-45600	REPAIR AND MAINTENANCE	.00	.00	15,601.00	70,000.00	54,399.00 22.3
53-3116-48400	CONSTRUCTION	10,638.14	.00	.00	.00	.00 .0
53-3116-48502	VEHICLES	38,017.04	.00	.00	372,360.00	372,360.00 .0
53-3116-52022	DRAINAGE PROJECT @ HOLE #14	98,391.40	.00	3,656.33	.00 (	3,656.33) .0
53-3116-52028	NEW WASH BAY PUBLIC WORKS	2,423.79	.00	.00	.00	.00 .0
53-3116-52119	CONSTITUTION WAY CANYON IMP 1	.00	.00	.00	300,000.00	300,000.00 .0
53-3116-52213	EWGC HOLE 7 & 11, LAKE ENLRGMN	.00	.00	4,352.50	569,765.00	565,412.50 .8
53-3116-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SE	.00	.00	30,000.00	30,000.00	.00 100.0
TOTAL STORM CAPITAL PROJECTS		149,470.37	.00	53,609.83	1,342,125.00	1,288,515.17 4.0
<u>STORM NON OPERATING EXPENSE</u>						
53-3118-47010	PRINCIPAL-DEVELOPER REIMBURSE	.00	.00	.00	20,000.00	20,000.00 .0
53-3118-47011	PRINCIPAL	.00	.00	.00	28,100.00	28,100.00 .0
53-3118-47012	INTEREST	.00	.00	2,327.96	4,656.00	2,328.04 50.0
TOTAL STORM NON OPERATING EXP		.00	.00	2,327.96	52,756.00	50,428.04 4.4
TOTAL FUND EXPENDITURES		450,197.09	108,650.89	428,145.03	2,214,181.00	1,786,035.97 19.3
NET REVENUE OVER EXPENDITURES		42,572.34	(8,656.62)	165,117.42	.00 (	165,117.42) .0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#54 SOLID WASTE UTILITY FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOLID WASTE CHARGES FOR SERV</u>						
54-3101-34403 SERVICES - SANITATION	602,316.64	112,944.87	671,915.84	1,347,000.00	675,084.16	49.9
54-3101-34404 SERVICES - RECYCLING	161,746.13	29,739.81	177,479.36	363,000.00	185,520.64	48.9
TOTAL SOLID WASTE CHARGES FOR	764,062.77	142,684.68	849,395.20	1,710,000.00	860,604.80	49.7
<u>SOLID WASTE NON OPERATING REV</u>						
54-3102-36100 INTEREST EARNINGS	4,547.00	969.00	5,258.00	6,000.00	742.00	87.6
TOTAL SOLID WASTE NON OPERATIN	4,547.00	969.00	5,258.00	6,000.00	742.00	87.6
TOTAL FUND REVENUE	768,609.77	143,653.68	854,653.20	1,716,000.00	861,346.80	49.8
<u>SOLID WASTE OPERATING EXPENSE</u>						
54-3104-41101 WAGE REGULAR EMPLOYEES	27,024.68	6,524.85	27,664.41	53,500.00	25,835.59	51.7
54-3104-41102 TEMPORARY EMPLOYEES	5,295.00	.00	.00	4,000.00	4,000.00	.0
54-3104-41103 OVERTIME	708.33	170.64	769.85	1,000.00	230.15	77.0
54-3104-41200 EMPLOYEE BENEFITS	15,855.12	4,066.13	15,939.98	31,500.00	15,560.02	50.6
54-3104-42000 GENERAL & CONTRACTED SERVICES	363,289.10	139,729.98	419,719.77	1,160,000.00	740,280.23	36.2
54-3104-42100 PROF & TECHNICAL SERVICES	2,344.06	212.00	2,392.06	4,000.00	1,607.94	59.8
54-3104-42110 BANK CHARGES	7,219.99	1,887.41	12,429.32	13,000.00	570.68	95.6
54-3104-43400 TELECOMMUNICATION	276.51	3.39	14.69	1,000.00	985.31	1.5
54-3104-45100 OFFICE SUPPLIES	2,546.14	.00	3,252.39	5,000.00	1,747.61	65.1
54-3104-45200 OPERATING - SEASONAL, BULKY	17,935.80	1,241.87	14,841.67	30,000.00	15,158.33	49.5
54-3104-45211 INDIRECT COST ALLOCATION	12,150.00	2,060.00	12,360.00	24,700.00	12,340.00	50.0
54-3104-48500 MACHINERY & EQUIPMENT CAPITAL	26,320.44	.00	.00	40,000.00	40,000.00	.0
TOTAL SOLID WASTE OPERATING EX	480,965.17	155,896.27	509,384.14	1,367,700.00	858,315.86	37.2
<u>SOLID WASTE NON OPERATING EXP</u>						
54-3108-49990 FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	101,800.00	101,800.00	.0
TOTAL SOLID WASTE NON OPERATIN	.00	.00	.00	101,800.00	101,800.00	.0
<u>RECYCLING OPERATION EXPENSE</u>						
54-3204-42000 GENERAL & CONTRACTED SERVICES	67,968.18	35,689.56	88,998.78	220,000.00	131,001.22	40.5
54-3204-45100 OFFICE SUPPLIES	723.37	.00	886.88	1,500.00	613.12	59.1
54-3204-48500 MACHINERY & EQUIPMENT CAPITAL	15,696.24	.00	.00	25,000.00	25,000.00	.0
TOTAL RECYCLING OPERATION EXPE	84,387.79	35,689.56	89,885.66	246,500.00	156,614.34	36.5
TOTAL FUND EXPENDITURES	565,352.96	191,585.83	599,269.80	1,716,000.00	1,116,730.20	34.9
NET REVENUE OVER EXPENDITURES	203,256.81	(47,932.15)	255,383.40	.00	(255,383.40)	.0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
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#55 GOLF COURSE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE REVENUE</u>						
55-5500-34200 FEES GREEN	556,805.94	5,480.61	696,466.21	1,200,000.00	503,533.79	58.0
55-5500-34201 FEES DRIVING RANGE	58,992.03	93.24	75,781.49	145,000.00	69,218.51	52.3
55-5500-34202 TOURNAMENT FEE	.00	.00	.00	20,000.00	20,000.00	.0
55-5500-34203 PUNCH PASSES	13,469.00	699.30	18,128.95	.00	(18,128.95)	.0
TOTAL GOLF COURSE REVENUE	629,266.97	6,273.15	790,376.65	1,365,000.00	574,623.35	57.9
<u>GOLF COURSE RENTAL</u>						
55-5501-34205 FEES - EVENTS	.00	(1,875.77)	2,298.44	.00	(2,298.44)	.0
55-5501-34402 CONCESSIONS - CATERING	(4,392.81)	11,271.00	166,206.12	225,000.00	58,793.88	73.9
55-5501-34406 PRO SHOP SALES	185,696.94	2,389.54	236,391.79	375,000.00	138,608.21	63.0
55-5501-34407 LESSONS	1,279.00	.00	1,480.00	.00	(1,480.00)	.0
55-5501-34408 CONCESSIONS - PRO SHOP	9,153.79	22.25	6,210.87	30,000.00	23,789.13	20.7
55-5501-34409 CONCESSIONS - GRILL	10,742.87	1,494.70	146,698.47	250,000.00	103,301.53	58.7
55-5501-34600 RENTS AND LEASES EQUIPMENT	7,282.40	5.00	14,334.00	.00	(14,334.00)	.0
55-5501-34601 RENTS - SIMULATORS	28,268.80	626.48	12,156.69	60,000.00	47,843.31	20.3
55-5501-34602 RENTS AND LEASES CARTS	287,421.08	1,501.17	344,589.87	600,000.00	255,410.13	57.4
55-5501-34603 RENTS AND LEASES BANQUET	34,205.00	12,960.00	120,570.00	140,000.00	19,430.00	86.1
55-5501-34604 RENTS & LEASES CLUBHOUSE COM	21,400.00	1,550.00	9,300.00	25,000.00	15,700.00	37.2
55-5501-34605 RENTS & LEASES MOBILE TOWERS	.00	.00	.00	40,000.00	40,000.00	.0
55-5501-36000 MISCELLANEOUS	1,953.57	441.82	7,620.36	.00	(7,620.36)	.0
TOTAL GOLF COURSE RENTAL	583,010.64	30,386.19	1,067,856.61	1,745,000.00	677,143.39	61.2
<u>GOLF COURSE NON OPERATING</u>						
55-5502-36100 INTEREST EARNINGS	3,576.70	551.00	7,807.00	.00	(7,807.00)	.0
55-5502-36101 INTEREST EARNINGS RESTRICTED	16,949.77	(1,641.24)	(11,365.44)	(2,000.00)	9,365.44	(568.3)
55-5502-37200 PROCEEDS FROM BORROWING	.00	.00	.00	335,000.00	335,000.00	.0
55-5502-37300 GAIN ON DISPOSAL OF CAP ASSET	.00	.00	.00	31,000.00	31,000.00	.0
55-5502-37990 FUND BALANCE - USE OF	.00	.00	.00	174,478.00	174,478.00	.0
TOTAL GOLF COURSE NON OPERATING	20,526.47	(1,090.24)	(3,558.44)	538,478.00	542,036.44	(.7)
TOTAL FUND REVENUE	1,232,804.08	35,569.10	1,854,674.82	3,648,478.00	1,793,803.18	50.8

NORTH SALT LAKE CITY
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#55 GOLF COURSE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE CLUBHOUSE OPERAT</u>						
55-5584-40570	COST OF SALES	91,174.16	1,736.30	89,971.16	230,000.00	140,028.84 39.1
55-5584-41101	WAGE REGULAR EMPLOYEES	175,702.75	101,528.20	192,421.66	311,000.00	118,578.34 61.9
55-5584-41102	TEMPORARY EMPLOYEES	51,130.10	3,801.25	96,246.90	135,000.00	38,753.10 71.3
55-5584-41103	OVERTIME	.00	.00	264.38	2,500.00	2,235.62 10.6
55-5584-41200	EMPLOYEE BENEFITS	92,940.93	23,946.91	88,656.00	182,000.00	93,344.00 48.7
55-5584-41201	EMPLOYEE ALLOWANCES	6,609.06	1,384.62	7,161.56	11,960.00	4,798.44 59.9
55-5584-42000	GENERAL & CONTRACTED SERVICES	180,022.20	3,467.77	20,256.92	15,000.00	(5,256.92) 135.1
55-5584-42110	BANK CHARGES	30,510.53	1,895.70	48,550.31	45,000.00	(3,550.31) 107.9
55-5584-42202	GROUPS CARE	2,588.28	167.17	16,058.89	23,000.00	6,941.11 69.8
55-5584-42300	INSURANCE - RISK MANAGEMENT	26,948.07	267.01	28,083.70	28,000.00	(83.70) 100.3
55-5584-42400	ADVERTISING AND PUBLIC NOTICES	13,785.08	.00	17,419.74	50,000.00	32,580.26 34.8
55-5584-42900	TRAVEL, EDUCATION AND TRAINING	724.36	.00	2,226.74	2,000.00	(226.74) 111.3
55-5584-43100	WATER AND SEWERAGE	1,448.67	82.47	1,647.71	4,500.00	2,852.29 36.6
55-5584-43200	NATURAL GAS	1,771.62	901.18	2,454.82	6,500.00	4,045.18 37.8
55-5584-43300	ELECTRICITY	4,996.44	.00	7,141.20	16,000.00	8,858.80 44.6
55-5584-43400	TELECOMMUNICATION	2,880.12	315.00	3,825.48	6,500.00	2,674.52 58.9
55-5584-45100	OFFICE SUPPLIES	4,907.00	.00	1,530.24	16,000.00	14,469.76 9.6
55-5584-45200	OPERATING SUPPLIES	38,314.60	620.00	24,747.92	60,000.00	35,252.08 41.3
55-5584-45205	EVENTS CNTR OPERATING SUPPLIES	6,444.15	.00	.00	.00	.00 .0
55-5584-45211	INDIRECT COST ALLOCATION	26,700.00	7,602.00	45,612.00	91,200.00	45,588.00 50.0
55-5584-45400	BOOKS, PUBLICATIONS AND SUBSCR	.00	.00	.00	1,000.00	1,000.00 .0
55-5584-49011	FLEET FUEL CHARGES	6,542.45	.00	7,989.97	20,000.00	12,010.03 40.0
55-5584-49012	FLEET REPAIR & MAINTENANCE	1,482.92	.00	2,970.44	8,000.00	5,029.56 37.1
	TOTAL GOLF COURSE CLUBHOUSE O	767,623.49	147,715.58	705,237.74	1,265,160.00	559,922.26 55.7
<u>GOLF COURSE GREENS OPERATING</u>						
55-5585-41101	WAGE REGULAR EMPLOYEES	128,491.20	29,024.43	124,737.11	255,000.00	130,262.89 48.9
55-5585-41102	TEMPORARY EMPLOYEES	35,929.17	261.50	62,053.00	90,000.00	27,947.00 69.0
55-5585-41103	OVERTIME	.00	.00	220.51	500.00	279.49 44.1
55-5585-41200	EMPLOYEE BENEFITS	78,341.79	22,137.86	89,347.31	160,000.00	70,652.69 55.8
55-5585-41201	EMPLOYEE ALLOWANCES	.00	.00	.00	1,000.00	1,000.00 .0
55-5585-42000	GENERAL & CONTRACTED SERVICES	(175,217.00)	106.00	524.00	5,000.00	4,476.00 10.5
55-5585-42120	RENTAL OF EQUIPMENT & VEHICLES	690.00	706.60	706.60	1,000.00	293.40 70.7
55-5585-42900	TRAVEL, EDUCATION AND TRAINING	.00	.00	720.00	1,000.00	280.00 72.0
55-5585-43100	WATER AND SEWERAGE	46,118.19	3,512.30	77,347.78	118,800.00	41,452.22 65.1
55-5585-43200	NATURAL GAS	445.45	269.89	475.60	2,000.00	1,524.40 23.8
55-5585-43300	ELECTRICITY	8,699.26	.00	12,447.41	25,000.00	12,552.59 49.8
55-5585-43400	TELECOMMUNICATION	1,544.76	219.39	1,470.89	2,500.00	1,029.11 58.8
55-5585-45100	OFFICE SUPPLIES	120.01	.00	.00	500.00	500.00 .0
55-5585-45200	OPERATING SUPPLIES	43,189.39	355.39	57,381.91	110,000.00	52,618.09 52.2
55-5585-45400	BOOKS, PUBLICATIONS & SUBSCRIP	412.00	.00	430.00	1,000.00	570.00 43.0
55-5585-49011	FLEET FUEL CHARGES	15,228.49	159.47	14,656.40	20,000.00	5,343.60 73.3
55-5585-49012	FLEET REPAIR & MAINTENANCE	7,202.76	.00	.00	15,000.00	15,000.00 .0
55-5585-49013	FLEET PARTS AND SUPPLIES	279.77	627.36	11,664.47	10,000.00	(1,664.47) 116.6
55-5585-58177	TREES	.00	.00	.00	10,000.00	10,000.00 .0
	TOTAL GOLF COURSE GREENS OPER	191,475.24	57,380.19	454,182.99	828,300.00	374,117.01 54.8

NORTH SALT LAKE CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#55 GOLF COURSE FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GOLF COURSE CAFE OPERATING</u>						
55-5586-40570	COST OF SALES	.00	5,062.60	106,870.73	120,000.00	13,129.27 89.1
55-5586-41101	WAGE REGULAR EMPLOYEES	183.68	10,676.82	66,493.28	125,000.00	58,506.72 53.2
55-5586-41102	TEMPORARY EMPLOYEES	72.00	6,747.21	54,393.43	70,000.00	15,606.57 77.7
55-5586-41103	OVERTIME	.00	.00	436.48	500.00	63.52 87.3
55-5586-41200	EMPLOYEE BENEFITS	24.17	6,070.22	26,098.27	81,200.00	55,101.73 32.1
55-5586-42400	ADVERTISING AND PUBLIC NOTICES	.00	.00	39.00	15,000.00	14,961.00 .3
55-5586-43400	TELECOMMUNICATION	.00	90.00	355.00	.00 (	355.00) .0
55-5586-45200	OPERATING SUPPLIES	764.83	1,715.48	19,826.10	27,500.00	7,673.90 72.1
	TOTAL GOLF COURSE CAFE OPERATI	1,044.68	30,362.33	274,512.29	439,200.00	164,687.71 62.5
<u>GOLF COURSE EV CNTR OPERATING</u>						
55-5587-41102	TEMPORARY EMPLOYEES	.00	.00	8,609.11	30,000.00	21,390.89 28.7
55-5587-41200	EMPLOYEE BENEFITS	.00	.00	864.30	4,000.00	3,135.70 21.6
55-5587-44240	ADVERTISING AND PUBLIC NOTICES	.00	.00	1,783.12	5,000.00	3,216.88 35.7
55-5587-45205	EVENTS CNTR OPERATING SUPPLIES	.00	180.00	9,432.75	18,000.00	8,567.25 52.4
	TOTAL GOLF COURSE EV CNTR OPE	.00	180.00	20,689.28	57,000.00	36,310.72 36.3
<u>GOLF COURSE NON OPERATING</u>						
55-5588-47011	PRINCIPAL	.00	.00	.00	100,000.00	100,000.00 .0
55-5588-47012	INTEREST	48,268.75	46,768.75	46,768.75	93,538.00	46,769.25 50.0
55-5588-47013	FEES	.00	.00	852.50	.00 (	852.50) .0
55-5588-47016	LEASE PAYMENT	.00	.00	.00	65,000.00	65,000.00 .0
55-5588-48200	BUILDINGS - CLUB HOUSE	51,859.70	.00	16,684.90	465,280.00	448,595.10 3.6
55-5588-48201	BUILDINGS - CONTRACTOR	1,386,915.68	.00	.00	.00	.00 .0
55-5588-48202	BUILDINGS - TURF CENTER	.00	.00	7,707.00	.00 (	7,707.00) .0
55-5588-48400	CONSTRUCTION - GROUNDS IMPROV	1,536.75	.00	5,387.47	.00 (	5,387.47) .0
55-5588-48401	CONSTRUCTION - IRRIGATION	550.77	.00	.00	.00	.00 .0
55-5588-48500	MACHINERY & EQUIPMENT CAPITAL	(3,808.28)	45,315.75	194,858.62	335,000.00	140,141.38 58.2
	TOTAL GOLF COURSE NON OPERATI	1,485,323.37	92,084.50	272,259.24	1,058,818.00	786,558.76 25.7
	TOTAL FUND EXPENDITURES	2,445,466.78	327,722.60	1,726,881.54	3,648,478.00	1,921,596.46 47.3
	NET REVENUE OVER EXPENDITURES	(1,212,662.70)	(292,153.50)	127,793.28	.00 (	127,793.28) .0

NORTH SALT LAKE CITY
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2023

#61 FLEET FUND

	PRIOR YTD	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FLEET MANAGEMENT OPERATING RE</u>						
61-1151-34900 INTERDEPARTMENTAL CHARGES	180,885.00	28,292.00	169,752.00	339,500.00	169,748.00	50.0
61-1151-34904 ANNUAL CAPITAL CHARGES	258,600.00	42,517.00	255,102.00	510,200.00	255,098.00	50.0
TOTAL FLEET MANAGEMENT OPERAT	439,485.00	70,809.00	424,854.00	849,700.00	424,846.00	50.0
<u>FLEET MANAGEMENT NON OPERATI</u>						
61-1152-36100 INTEREST EARNINGS	7,123.00	2,509.00	13,341.00	15,000.00	1,659.00	88.9
61-1152-37200 PROCEEDS FROM BORROWING	.00	.00	.00	375,000.00	375,000.00	.0
61-1152-37300 GAIN ON DISPOSAL OF CAPITAL AS	.00	.00	25,887.50	40,500.00	14,612.50	63.9
61-1152-37400 INSURANCE RECOVERY	500.00	.00	.00	.00	.00	.0
TOTAL FLEET MANAGEMENT NON OP	7,623.00	2,509.00	39,228.50	430,500.00	391,271.50	9.1
TOTAL FUND REVENUE	447,108.00	73,318.00	464,082.50	1,280,200.00	816,117.50	36.3
<u>FLEET MANAGEMENT OPERATING</u>						
61-1154-41101 WAGE REGULAR EMPLOYEES	85,473.84	19,931.28	88,307.22	171,000.00	82,692.78	51.6
61-1154-41103 OVERTIME	660.59	119.24	736.26	2,000.00	1,263.74	36.8
61-1154-41200 EMPLOYEE BENEFITS	60,832.91	16,839.98	65,823.60	119,500.00	53,676.40	55.1
61-1154-41202 EMPLOYEE ALLOWANCES - UNIFORM	1,008.23	.00	57.50	2,000.00	1,942.50	2.9
61-1154-42900 TRAVEL, EDUCATION AND TRAINING	2,214.58	7.00	2,338.81	4,000.00	1,661.19	58.5
61-1154-43400 TELECOMMUNICATION	599.72	176.36	794.02	1,000.00	205.98	79.4
61-1154-45000 SUPPLIES AND MATERIALS	15,220.25	1,382.05	15,816.88	25,000.00	9,183.12	63.3
61-1154-45200 OPERATING SUPPLIES	1,853.53	.00	65.00	.00	(65.00)	.0
61-1154-45603 MACHINERY AND EQUIPMENT	18,269.31	179.95	2,957.10	15,000.00	12,042.90	19.7
TOTAL FLEET MANAGEMENT OPERAT	186,132.96	38,635.86	176,896.39	339,500.00	162,603.61	52.1
<u>FLEET MANAGEMENT NON OPERATI</u>						
61-1158-47012 INTEREST	.00	.00	.00	3,500.00	3,500.00	.0
61-1158-47016 LEASE PAYMENT	.00	.00	.00	65,000.00	65,000.00	.0
61-1158-48502 VEHICLES	157,920.37	.00	153,207.70	822,900.00	669,692.30	18.6
61-1158-49990 FUND BALANCE - CONTRIBUTION TO	.00	.00	.00	49,300.00	49,300.00	.0
TOTAL FLEET MANAGEMENT NON OP	157,920.37	.00	153,207.70	940,700.00	787,492.30	16.3
TOTAL FUND EXPENDITURES	344,053.33	38,635.86	330,104.09	1,280,200.00	950,095.91	25.8
NET REVENUE OVER EXPENDITURES	103,054.67	34,682.14	133,978.41	.00	(133,978.41)	.0



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: February 6, 2024

SUBJECT: Consideration of Bid Award and Resolution 2024-04R: A Resolution Authorizing a Contract with Hogan & Associates Construction, Inc., for Construction Management/General Contractor Services related to the Hatch Park Renovation and Expansion Project

RECOMMENDATION

I recommend approval of Resolution 2024-04R: A Resolution Authorizing a Contract with Hogan & Associates Construction, Inc., for Construction Management/General Contractor Services related to the Hatch Park Renovation and Expansion project.

BACKGROUND

You'll recall at your last City Council meeting you instructed City staff to prepare a contract with Hogan and Associates for Construction Manager/General Contractor (CM/GC) services related to Hatch Park. At that meeting we reviewed the history of how we selected Hogan out of eight different firms that submitted proposals.

The attached resolution approves the contract with Hogan and Associates Construction for all the services that were submitted in their proposal for this project. The total cost of their services covered in this contract will be \$1,299,000 over the life of this project. As a reminder, before construction begins, the Council will be able to approve all of the costs and award a construction contract. The attached agreement is a standard form of agreement and has some complexity to it by adding by reference to several documents, including: the City's Request for Proposals, a detailed fee proposal and other bonding and guarantee documents that are attached. Hogan and the City will be bound by those documents as well as the terms of the attached contract.

Finally, the contract anticipates a process where the project designer, G. Brown Design, City staff and Hogan work together to create a final park design, selection of materials, identification of subcontractors and construction methods, and creation of a firm cost estimate to be awarded by the City. At each of these critical steps, the City Council will have not just input, but approval authority over

what will be accepted and allowed. I believe this is an excellent process that will not only result in a superior park design and plan, but will allow all of us together to select the most cost-effective materials choices and construction methods while also getting the type and quality of park improvements that we all want in the project.

We will have representatives of G. Brown Design and Hogan at the meeting to answer any questions you might have.

PROPOSED MOTION

I move that the City Council approve Resolution 2024-04R: A Resolution Authorizing a Contract with Hogan & Associates Construction, Inc., for Construction Management/General Contractor Services related to the Hatch Park Renovation and Expansion project.

RESOLUTION NO. 2024-04R

A RESOLUTION AUTHORIZING A CONTRACT WITH HOGAN & ASSOCIATES CONSTRUCTION, INC., FOR CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR SERVICES RELATED TO THE HATCH PARK RENOVATION AND EXPANSION PROJECT

WHEREAS, the City of North Salt Lake has determined that it will renovate and expand Hatch Park and has hired professional architectural services to create a concept plan, begin work on a final plan and assist in the hiring of a construction manager/general contractor (CM/GC) for the project; and

WHEREAS, G. Brown Design, the City’s project design team, and City staff have performed a competitive search for qualified CM/GC firms and have determined that the best firm for this project is Hogan and Associates Construction, Inc.; and

WHEREAS, the City Council previously instructed City staff to cause to be prepared a contract for services with Hogan and Associates Construction, Inc. and that contract has been presented to the City Council for action.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

Section 1. The City of North Salt Lake approves the attached agreement with Hogan and Associates Construction, Inc. for construction management/general contracting services related to the Hatch Park renovation and expansion project as outlined in the attached agreement and hereby authorizes the City Manager to execute said agreement.

Section 2. Effective Date. This resolution shall become effective immediately.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 6th day of February, 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____
Council Member Clayton _____
Council Member Jackson _____
Council Member Knowlton _____
Council Member Van Langeveld _____

 **AIA**® Document A133® – 2019**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 17 day of January in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of North Salt Lake
10 E Center Street
North Salt Lake, UT 84054

and the Construction Manager:
(Name, legal status, address, and other information)

Hogan & Associates Construction, Inc.
940 North 1250 West
Centerville, UT 84014

for the following Project:
(Name, location, and detailed description)

Hatch Park Renovation and Expansion Phase 1
50 W Center St.
North Salt Lake, UT 84054

The Architect:
(Name, legal status, address, and other information)

G. Brown Design, Inc.
678 East Vine Street, Suite 10
Murray, UT 84107

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 GENERAL PROVISIONS**
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**
- 4 OWNER'S RESPONSIBILITIES**
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE**
- 8 DISCOUNTS, REBATES, AND REFUNDS**
- 9 SUBCONTRACTS AND OTHER AGREEMENTS**
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- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**
- 12 DISPUTE RESOLUTION**
- 13 TERMINATION OR SUSPENSION**
- 14 MISCELLANEOUS PROVISIONS**
- 15 SCOPE OF THE AGREEMENT**

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B CERTIFICATE OF LIABILITY INSURANCE**
- EXHIBIT C CONSTRUCTION MANAGER'S COST PROPOSAL DATED ##, ## PAGES**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Per RFP dated December 1, 2023 30 pages

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Per RFP dated December 1, 2023 30 pages

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Per RFP dated December 1, 2023 30 pages

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Per RFP dated December 1, 2023 30 pages

.2 Construction commencement date:

Per RFP dated December 1, 2023 30 pages

.3 Substantial Completion date or dates:

Per RFP dated December 1, 2023 30 pages

.4 Other milestone dates:

Per RFP dated December 1, 2023 30 pages

**§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)**

Per RFP dated December 1, 2023 30 pages

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)**

None specifically outlined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)**

Per RFP dated December 1, 2023 30 pages

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)**

David Frandsen

**§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)**

**§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)**

.1 Geotechnical Engineer:

Included as part of Landscape Architect's design team.

.2 Civil Engineer:

Included as part of Landscape Architect's design team.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Mike Wonenberg
G. Brown Design, Inc.
678 E Vine Street, Suite #10
Murray, UT 84107

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

JD Forbush
jforbush@hoganconstruction.com
801-910-7027

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

Project team as submitted in Hogan's SOQ submission.
Any changes to team must be approved by City.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Per RFP dated December 1, 2023 30 pages

§ 1.1.15 Other Initial Information on which this Agreement is based:

Per RFP dated December 1, 2023 30 pages

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in

this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations

to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Per RFP dated December 1, 2023 30 pages

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's bid of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price is the Construction Manager's bid proposal of the Contract Sum that the Contractor agrees to accept in full performance of the Work.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the mutually agreed upon use per RFP dated December 1, 2023 30 pages, section 4.5 Construction Contingency, to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order ("typical contingency costs"). The Construction Manager may, if requested by the Owner, allow the contingency to be used to cover costs approved by the Owner that would otherwise be included in a Change Order ("change costs"). If such "change costs", in the aggregate, cause the contingency to be insufficient to cover "typical contingency costs", the Owner shall include such "change costs" in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager may prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ASLA Standard Form Contract for Professional Services Between Landscape Architect and Client, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$20,000.00 per Fee Proposal Form dated December 18, 2003.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position	Rate
N/A	

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within the time frame noted in the RFP dated December 1, 2023 30 pages , through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

twelve percent (12%)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

\$450,000.00 (3% of FLCC)

Cost of Bonds \$150,000.00

Construction Supervision \$21,000.00 per month

Change Order Markup not more than 5% of Subcontractor/Supplier Costs

All per Fee Proposal Form dated December 18, 2023

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Through the normal change order process

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Per the contract documents

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Per Appendix C – Cost Proposal Form

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Per RFP dated December 1, 2023 30 pages

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price, as adjusted by Change Order, to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

It is NOT the intent of this contract to have reimbursable accounts whether outside the scope of the GMP or included in the GMP, other than specific items, such as a building permit fee, the Construction Manager may be requested to procure on the Owner's behalf. The cost of such specific items shall be reimbursed to Construction Manager and are not part of the contingency identified in Section 3.2.4. Sections 7.1 through 7.7 of this Article identify types of costs that are not intended to be tracked as reimbursable costs but shall be included within the line items of the GMP. All line items in the GMP shall be listed as lump sum amounts and billed by percent complete. The Construction Manager shall provide lump sum amounts for all work to be self-performed per Section 9.1 and shall bill such items by percent complete.

In the event that items of work are not covered by a specific subcontractor or supplier bid, the Construction Manager shall include in the GMP the fixed cost of its compensation to perform said work, to the extent that the work can be identified at the time. Costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order, shall be covered by the contingency identified in Section 3.2.4. Any changes to the original scope of work after establishment of the GMP will be mutually agreed upon per RFP dated December 1, 2023 30 pages, section 4.5 Construction Contingency.

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 The Construction Manager shall inform the Owner of any items of work for which a related party intends to submit a bid proposal.

§ 7.9 Costs Not Included in the Cost of the Work

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with

the requirements of the Contract Documents. The Construction Manager shall deliver a tabulated summary of such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed

Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

twelve percent (12%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager

Init.

under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

to be negotiated by the parties in good faith

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits Per Exhibit B, Certificate of Liability Insurance.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
None	

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

(Paragraph deleted)

§ 14.3.2.1 Owner’s Insurance

§ 14.3.2.1.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 14.3.2.1 and, upon the Construction Manager’s request, provide a copy of the property

insurance policy or policies required by Section 14.3.2.1.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 14.3.2.1.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ 14.3.2.1.3 Required Property Insurance

§ 14.3.2.1.3.1 Unless this obligation is placed on the Construction Manager and the cost included in the GMP, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 14.3.2.1.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 14.3.2.1.3.1.1 Causes of Loss. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

§ 14.3.2.1.3.1.2 Specific Required Coverages. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ 14.3.2.1.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 14.3.2.1.3.1 or, if necessary, replace the insurance policy required under Section 14.3.2.1.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ 14.3.2.1.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section 14.3.2.1.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 14.3.2.1.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 14.3.2.1.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ 14.3.2.1.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section 14.3.2.1.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 14.3.2.2 Construction Manager's Insurance and Bonds

§ 14.3.2.2.1 The Construction Manager shall purchase and maintain insurance per Exhibit B, Certificate of Liability Insurance.

§ 14.3.2.2.2 The Construction Manager shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Written notice under this Agreement may be given by one party to the other by email and shall be deemed to have been duly served if transmitted electronically to the email address(es) provided in Article 1 of this Agreement for Owner's and Construction Manager's designated representatives. If to Construction Manager, a copy of the notice shall be sent simultaneously to the email address notices@hoganconstruction.com.

§ 14.5 Other provisions:

14.5.1 COVID-19 PANDEMIC & SUPPLY CHAIN DISRUPTION

The parties recognize that there may still be supply chain disruptions caused by the COVID-19 pandemic and that there may also be certain geopolitical events that affect the global supply chain. The negative impact of the pandemic and these events to (1) the manufacture and delivery of materials and equipment, and (2) the availability of labor required for this project, are unknown and beyond the control of either party. The parties will, together in good faith, address delays and/or claims for additional costs related to these unknowns on an issue-by-issue basis, pursuant to provisions of the contract documents concerning delays and additional costs.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 RFP dated December 1, 2023 30 pages
- .3 Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .4 Exhibit B, Certificate of Liability Insurance
- .5 Fee Proposal Form dated December 18, 2023
- .6 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .7 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed and dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not executed

- .8 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as

Constructor Edition, if completed and dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Not executed

Supplementary and other Conditions of the Contract, if any:

Document	Title	Date	Pages
None			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

JD Forbush, Vice President
(Printed name and title)

rev.11.08.2023

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:26:03 MT on 01/30/2024.

PAGE 1

AGREEMENT made as of the 17 day of January in the year 2024

...

City of North Salt Lake
10 E Center Street
North Salt Lake, UT 84054

...

Hogan & Associates Construction, Inc.
940 North 1250 West
Centerville, UT 84014

...

Hatch Park Renovation and Expansion Phase 1
50 W Center St.
North Salt Lake, UT 84054

...

G. Brown Design, Inc.
678 East Vine Street, Suite 10
Murray, UT 84107

PAGE 2

EXHIBIT B INSURANCE AND BONDS CERTIFICATE OF LIABILITY INSURANCE
EXHIBIT C CONSTRUCTION MANAGER'S COST PROPOSAL DATED ##, ## PAGES

...

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages

PAGE 3

Per RFP dated December 1, 2023 30 pages

...

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User Notes:

(961772119)

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages

...

None specifically outlined.

...

Per RFP dated December 1, 2023 30 pages

...

David Frandsen

PAGE 4

Included as part of Landscape Architect's design team.

...

Included as part of Landscape Architect's design team.

...

TBD

...

Mike Wonenberg

G. Brown Design, Inc.

678 E Vine Street, Suite #10

Murray, UT 84107

...

JD Forbush

jforbush@hoganconstruction.com

801-910-7027

...

Project team as submitted in Hogan's SOO submission.
Any changes to team must be approved by City.

...

Per RFP dated December 1, 2023 30 pages

...

Per RFP dated December 1, 2023 30 pages
PAGE 7

Per RFP dated December 1, 2023 30 pages

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate bid of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price is the Construction Manager's bid proposal of the Contract Sum that the Contractor agrees to accept in full performance of the Work.

PAGE 8

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use mutually agreed upon use per RFP dated December 1, 2023 30 pages, section 4.5 Construction Contingency, to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order ("typical contingency costs"). The Construction Manager may, if requested by the Owner, allow the contingency to be used to cover costs approved by the Owner that would otherwise be included in a Change Order ("change costs"). If such "change costs", in the aggregate, cause the contingency to be insufficient to cover "typical contingency costs", the Owner shall include such "change costs" in a Change Order.

...

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager ~~shall~~ may prepare and promptly distribute minutes of the meetings to the Owner and Architect.

PAGE 10

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™ 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, ASLA Standard Form Contract for Professional Services Between Landscape Architect and Client~~, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

...

\$20,000.00 per Fee Proposal Form dated December 18, 2003.

...

N/A

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~()~~ months of the date of this Agreement, the time frame noted in the RFP dated December 1, 2023 30 pages, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~()~~ thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~% twelve percent (12%)~~

...

\$450,000.00 (3% of FLCC)

Cost of Bonds \$150,000.00

Construction Supervision \$21,000.00 per month

Change Order Markup not more than 5% of Subcontractor/Supplier Costs

All per Fee Proposal Form dated December 18, 2023

...

Through the normal change order process

...

Per the contract documents

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent ()~~ one hundred percent (100%) of the standard rental rate paid at the place of the Project.

...

Per Appendix C – Cost Proposal Form

...

Per RFP dated December 1, 2023 30 pages

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price-Price, as adjusted by Change Order, to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

PAGE 12

It is NOT the intent of this contract to have reimbursable accounts whether outside the scope of the GMP or included in the GMP, other than specific items, such as a building permit fee, the Construction Manager may be requested to procure on the Owner's behalf. The cost of such specific items shall be reimbursed to Construction Manager and are

not part of the contingency identified in Section 3.2.4. Sections 7.1 through 7.7 of this Article identify types of costs that are not intended to be tracked as reimbursable costs but shall be included within the line items of the GMP. All line items in the GMP shall be listed as lump sum amounts and billed by percent complete. The Construction Manager shall provide lump sum amounts for all work to be self- performed per Section 9.1 and shall bill such items by percent complete.

In the event that items of work are not covered by a specific subcontractor or supplier bid, the Construction Manager shall include in the GMP the fixed cost of its compensation to perform said work, to the extent that the work can be identified at the time. Costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item (often referred to as "scope gaps") or included in a Change Order, shall be covered by the contingency identified in Section 3.2.4. Any changes to the original scope of work after establishment of the GMP will be mutually agreed upon per RFP dated December 1, 2023 30 pages, section 4.5 Construction Contingency.

§ 7.1 Costs to Be ReimbursedCost of the Work

PAGE 15

~~§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. The Construction Manager shall inform the Owner of any items of work for which a related party intends to submit a bid proposal.~~

§ 7.9 Costs Not To Be ReimbursedCosts Not Included in the Cost of the Work

...

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver a tabulated summary of such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(—)thirty (30)~~ thirty (30) days after the Architect receives the Application for Payment.

PAGE 18

Five percent (5%)

PAGE 19

~~%—twelve percent (12%) per annum~~

[X] Litigation in a court of competent jurisdiction

to be negotiated by the parties in good faith

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. Per Exhibit B, Certificate of Liability Insurance.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Per Exhibit B, Certificate of Liability Insurance.~~

...

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. Per Exhibit B, Certificate of Liability Insurance.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate. Per Exhibit B, Certificate of Liability Insurance.~~

...

None

...

~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents. Owner's Insurance~~

~~§ 14.3.2.1.1 General~~

~~Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 14.3.2.1 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section 14.3.2.1.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

~~§ 14.3.2.1.2 Liability Insurance~~

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.~~

~~§ 14.3.2.1.3 Required Property Insurance~~

~~§ 14.3.2.1.3.1 Unless this obligation is placed on the Construction Manager and the cost included in the GMP, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 14.3.2.1.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager,~~

Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 14.3.2.1.3.1 Causes of Loss. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

§ 14.3.2.1.3.1.2 Specific Required Coverages. The insurance required by this Section 14.3.2.1.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses.

§ 14.3.2.1.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 14.3.2.1.3.1 or, if necessary, replace the insurance policy required under Section 14.3.2.1.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ 14.3.2.1.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section 14.3.2.1.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 14.3.2.1.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section 14.3.2.1.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ 14.3.2.1.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section 14.3.2.1.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 14.3.2.2 Construction Manager's Insurance and Bonds

§ 14.3.2.2.1 The Construction Manager shall purchase and maintain insurance per Exhibit B, Certificate of Liability Insurance.

§ 14.3.2.2.2 The Construction Manager shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

<u>Type</u>	<u>Penal Sum</u>
<u>Payment Bond</u>	<u>100% of Contract Sum</u>
<u>Performance Bond</u>	<u>100% of Contract Sum</u>

PAGE 24

Written notice under this Agreement may be given by one party to the other by email and shall be deemed to have been duly served if transmitted electronically to the email address(es) provided in Article 1 of this Agreement for Owner's and Construction Manager's designated representatives. If to Construction Manager, a copy of the notice shall be sent simultaneously to the email address notices@hoganconstruction.com.

...

14.5.1 COVID-19 PANDEMIC & SUPPLY CHAIN DISRUPTION

The parties recognize that there may still be supply chain disruptions caused by the COVID-19 pandemic and that there may also be certain geopolitical events that affect the global supply chain. The negative impact of the pandemic and these events to (1) the manufacture and delivery of materials and equipment, and (2) the availability of labor required for this project, are unknown and beyond the control of either party. The parties will, together in good faith, address delays and/or claims for additional costs related to these unknowns on an issue-by-issue basis, pursuant to provisions of the contract documents concerning delays and additional costs.

...

- ~~.2~~ AIA Document A133™-2019, RFP dated December 1, 2023 30 pages
- ~~.3~~ Exhibit A, Guaranteed Maximum Price Amendment, if executed
- ~~.3~~ AIA Document A133™-2019, Exhibit B, Insurance and Bonds, ~~4~~ Exhibit B, Certificate of Liability Insurance
- ~~.5~~ Fee Proposal Form dated December 18, 2023
- ~~.4~~ .6 AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.5~~ .7 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed and dated as indicated below:

...

Not executed

- ~~.6~~ .8 Other Exhibits:

...

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, if completed and dated as indicated below:

PAGE 25

Not executed

- Supplementary and other Conditions of the ~~Contract~~ Contract, if any:

...

None

- ~~.7~~ .9 Other documents, if any, listed below:

...

JD Forbush, Vice President

...

rev.11.08.2023

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:26:03 MT on 01/30/2024 under Order No. 2114408599 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Request for Proposals
for
Hatch Park Renovation and Expansion Phase 1
Construction Management / General Contractor Services



City of North Salt Lake
10 E Center Street,
North Salt Lake, UT 84054

Date of Issue
December 1, 2023

RESPONSES ARE DUE PRIOR TO:

December 19th, 2023, 5:00 PM MST

Responses shall be submitted electronically at the Utah Public Procurement Place (U3P) at <https://solutions.sciquest.com>

PROJECT ADDRESS: 50 West Center
North Salt Lake, Utah 84054
PROJECT BUDGET: \$15,000,000 (including contingencies, permitting, etc.)
SUBSTANTIAL COMPLETION: September 15, 2025

LAST DAY TO SUBMIT QUESTIONS: Thursday December 13th, 2023, by 4:00 pm
DATE OF FINAL ADDENDUM: Friday December 15th, 2023, by 4:00 pm
SUBMISSION DEADLINE: Tuesday December 19th, 2023, by 5:00 pm
SUMISSION PLACE: Utah Public Procurement Place (U3P) -
<https://solutions.sciquest.com>

SELECTION COMMITTEE REVIEW: January 4th, 2024
EXPECTED SHORT LISTING/NOTICE OF INTERVIEWS: January 9th, 2024
DATE FOR INTERVIEWS (IF REQUIRED): January 18th, 2024
ANTICIPATED NOTICE OF AWARD: January 31st, 2024

PROJECT SUMMARY:

This Request for Proposals (RFP) will assist the City with construction management / general contractor services for a remodel of an existing park.

A Park Concept Master Plan has been developed and is the City's desire to select a CM/GC contractor to work with the City and Project Landscape Architect to formulate construction drawings and details that best meets the design intent and project budget already established.

OWNER:

City North Salt Lake
Contact: David Frandsen, Assistant City Manager
(801) 335-8725
davidg@nslcity.org

PRIME CONSULTANT:

G. Brown Design, Inc.
Contact: Mike Wonenberg
(801) 575-6066
mwonenberg@gbrowndesign.com

RESPONDENTS:

Carefully read all instructions, requirements, and specifications. Give all requested information properly and completely. Proposals received after the submission deadline will not be considered.

Additional instructions for submitting responses:

- A. It is the responsibility of the respondent to “Log In” through SciQuest. For assistance contact SciQuest at sciquestadmin@utah.gov.
- B. Questions regarding this RFP should be submitted through Utah Public Procurement Place (U3P)/SciQuest. Questions may be submitted until the deadline for questions submission, as listed above. Any questions received after the deadline will not receive a response. A final addendum will be issued according to the date listed above. This final addendum will note how many total addenda have been issued. In their SOQs, all Offerors must acknowledge receipt of all addenda issued by the city.

NOTICE TO CONTRACTORS

This Construction Management/General Contractor (CM/GC) project includes the following requirements:

- The Contractor for the project must be a Utah licensed General Contractor. The City will enter into a single agreement with the successful Contractor.
- A bid bond is required in the amount of five percent (5%) of the bid amount, made payable to City of North Salt Lake on the AIA Bid Bond Form A310-2010.
- CM/GC contracts do not guarantee the construction contract is automatically awarded if the contractor does not meet the expectations during the pre-construction phase.
- Some items may be directly purchased through the City and installed by contractor.

SECTION 1: INSTRUCTIONS TO RESPONDENTS

1.1 Administrative Guidance

The information provided in this RFP is designed to provide interested respondents with sufficient information to submit responses meeting minimum requirements, but it is not intended to limit response content or to exclude any relevant or essential data therefrom. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

The City will be using the CM/GC delivery method for this project. The goal is to ensure the highest level of quality, control the costs, and reduce the overall time of the project, thereby mitigating cost risks and potentially allowing occupancy and beneficial use of the facility to take place sooner than would otherwise occur using the traditional design-bid-build method.

It is expected that the CMGC and the Landscape Architect will work together, proactively, in the best interest of the City, to achieve a project of the highest value within this construction budget

range. At the conclusion of the Construction Document phase, the CMGC will be required to issue a Guaranteed Maximum Price (GMP). The GMP will form the basis of the Contract for Construction.

The City fully intends to proceed with the CMGC process and have the CMGC give the City the Guaranteed Maximum Price (GMP) for the final package provided by the landscape architect, then proceed into construction upon approval of the City Council. However, the City reserves the right to terminate the relationship with the CMGC at the conclusion of the Pre-Construction Phase and proceed to advertise the project for bid using the traditional design/bid/build process. This option is not desirable and will be exercised only if the City is very dissatisfied with the performance of the CMGC up until this milestone.

Projected Schedule for the RFP Process and the Overall Project

The contemplated sequence of events for this project is as described in this section. We are intentionally not assigning dates to some of these events or tasks at this time, and request input from the proposing firms in the schedule section of the Project Management Approach that is to be submitted as part of the Submittal of Qualifications (SOQ).

1. 12/1/2023: RFP for CMGC Released.
2. 12/13/2023: Last day for questions from the contractors to be submitted in writing to City by 4:00 pm
3. 12/15/2023: Final addendum issued by City by 4:00 PM.
4. 12/19/2023: Statements of Qualifications & Cost Proposals due – 5:00 PM.
5. Week of January 2nd, 2024: SOQ review by the committee begins.
6. 01/09/2024: Expected Shortlisting/Notice of Interviews, if required
7. 01/18/2023: Date for Interviews, if required
8. 01/30/2023: Award Recommendation to City Council for consideration.
9. 01/31/2024: Anticipated Notice of Award
10. 02/15/2024: Contract signed and Notice to Proceed issued.
11. -----: UPDATED MASTER PLAN/SD SET ISSUED FOR COST ESTIMATE
12. -----: DD SET ISSUED FOR COST ESTIMATE
13. -----: 75% CD SET ISSUED FOR COST ESTIMATE
14. -----: 100% CD REVIEW SET ISSUED FOR COST ESTIMATING
15. -----: CD BID SET ISSUED FOR BIDDING
16. -----: GMP ISSUED FOR COUNCIL APPROVAL
17. 10/01/2024: Anticipated Construction Start Date
18. 09/15/2025: EXPECTED DATE OF FINAL COMPLETION

This schedule is considered a basic outline of milestones to give the proposing CM/GC's an understanding of deliverables. The City reserves the right to modify this schedule at their discretion. Any changes in dates prior to SOQ due dates will be issued via Addendum. The Owner

intends to work with the Landscape Architect and CM/GC to establish a schedule that is achievable.

1.2 Scope of Terms & Conditions

Before submitting a response, the respondent shall understand all contract conditions referred to in this document, and any addenda issued before the RFP submission date. It shall be the respondent's responsibility to ensure that the response includes all addenda issued prior to the RFP submission date. By submitting a response, the respondent acknowledges and accepts the Terms and Conditions described herein.

1.3 Response Preparation Costs

North Salt Lake is not liable for any cost incurred by the respondent associated with the preparation of the response or the negotiation of a contract for services prior to the issuing of the contract.

1.4 Restrictions

All responses must clearly set forth any restrictions or provisions deemed necessary by the respondent to effectively service the proposed project.

1.5 RFP Response & Pricing

Any response submitted pursuant to this RFP shall constitute an offer by the proponent to the City. The cost submitted with the Bid Form shall, upon being awarded a contract subject to this RFP, commit the successful proponent to said cost in performing the Scope of Work. The representations contained in Section 5.7, and submitted pursuant to this RFP, shall be binding upon each respective proponent for (a) sixty (60) days from the submission deadline or (b) until the successful proponent and the City enter into an agreement pursuant to this RFP, whichever occurs first. (It is assumed any pricing submitted would only be for the pre-construction phase)

A respondent may withdraw or modify its response, including the representations made on the Bid Form, prior to the submission. Any such withdrawal or modification must be in writing and must be signed by the same authorized officer or agent who originally signed the Bid Form.

1.6 Addendum to the RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum(s) will be provided via SciQuest. It is the responsibility of respondents to check the SciQuest site for any updates and addendums. A statement issued in an addendum shall have the effect of modifying this RFP as outlined in said addendum.

Any other communication, whether verbal or written, which is received by any representative of the respondent from sources other than official addendum are not binding. This refers to both formal and informal conversations and communications.

1.7 Disclosure of Response Content

Under the Government Records Access and Management Act, Section 63G-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the submitted response may be open for public inspection. If the respondent desires to have information contained in its response protected from such disclosure, the respondent may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the response (GRAMA, Section 63G-2-309). Pricing elements of any response will not be considered protected. All material contained in and/or submitted with the response becomes the property of North Salt Lake and may be returned only at the City's option.

SECTION 2: BACKGROUND AND PROJECT DESCRIPTION

2.1 Background and Project Description

The City of North Salt Lake (the "City") intends to design and construct Renovations and Expansion of Hatch Park (the "Park") located at 50 West Center Street, North Salt Lake, Utah. Hatch Park is an existing 12-acre park within the City's Town Center. The City's adopted General Plan calls for the renovation and expansion of the Park to approximately 15.5 acres in size. The City seeks to hire a qualified CM/GC to assist the City through design and construction completion. G. Brown Design has been retained by the City as the Project's Landscape Architect and Prime Design Consultant for complete design and construction administration services for the project. The CM/GC shall work proactively with the G Brown Design Team and City Staff to design and construct a project within the approved construction budget. We expect CM/GC services and cost estimating will provide important information in helping the City and Design Team determine the extent of what will be included in the initial phase of construction and what may need to be included in future phases.

The City recently completed a Concept Plan (attached to this RFP) for the Park by going through a comprehensive process of assembling stakeholders and key professionals in order to identify the most important elements of the renovation and expansion. During that collaborative process, the City identified the major Park improvements and amenities as shown on the Concept Plan. For the past several years, the City has also acquired several parcels around the Park in order to accommodate the expansion. The scope of this RFP is limited to an initial phase of Renovation and Expansion including building demolition of existing buildings in the area along Main Street (initial phase of construction is expected to include the majority of the park improvements, depending on what will fit within the stated

budget, with the exception of the major buildings, that are expected to be constructed in future phases)

The new renovations and improvements may include items as conveyed in the attached Concept Plan including buildings, site improvements including, but not limited to, parking areas, vehicle drives, concrete paving, sidewalks and other flatwork, subsurface utilities, playgrounds, pickleball courts, restrooms, pavilions, a large focal feature, water feature, plaza areas, site furnishings, baseball field, landscape, site lighting, etc. A geotechnical report will be performed but is not yet available.

The City has an estimated construction budget of \$15 million for the initial Renovation and Expansion phase. Controlling project costs is critical to the success of the project and successful proposals should include a methodology for controlling costs either through innovative use of construction materials and techniques, phasing and timing of improvements, use of alternative materials and any other ways that the City can stay within its anticipated budget. Accurate early construction cost estimating is a critical scope for the selected CM/GC to assist the City in realistic construction cost budgeting.

The project management team will be expected to communicate regularly with the landscape architect and City staff, including weekly on-site meetings through the completion of the project.

North Salt Lake has retained the services of G. Brown Design for design management.

The Preliminary Hatch Park Concept Master Plan is attached for reference. The Master Plan is provided to give respondents a general idea of what is expected for the project. However, please note that some updates to the Master Plan are anticipated as the Recreation Center is no longer expected to be constructed at the park site. Other buildings and shops may be planned in the area of the Recreation Center.

SECTION 3: CM/GC SCOPE OF WORK/WORK PHASES

The CM/GC Work for the Project consists of Three Primary Phases: **A Pre-Construction or Design Phase**, a **Bidding Phase**, and the physical **Construction Phase**. Though not expected, the City reserves the right to terminate services with the selected CM/GC at any time in the process. Additional information about these phases is provided below.

3.1. Preconstruction or Design Phase

This phase of the work generally includes, but is not limited to: attending design meetings, providing assistance to and coordinating with the City and the City's contracted Landscape Architect for the Schematic, Design Development and Construction Documents phases; constructability reviews; and development of input on phasing plan; providing recommendations for specific language to incorporate into the Construction Documents; a conceptual Construction Schedule; estimating and cost control including Construction Cost Estimates at major project milestones; other unspecified tasks as they arise that are needed for a full and complete design of the project. The CM/GC is expected to provide timely reviews and suggestions on the means & methods of construction to assist the Design Team with cost-effective solutions. The CM/GC will be required to do takeoffs using design drawings. Engaging with suppliers and subcontractors to provide feedback on costs and availability is encouraged to increase accuracy with cost estimating.

The CM/GC is not allowed to proceed into construction unless the City agrees that the price provided, as part of a guarantee to complete the project, or a portion of the project, (and independently evaluated) is fair, reasonable, and defensible.

More specific items of scope under this phase shall include but are not limited to:

3.1.1 Design

During the Design Phase, the CM/GC shall be expected to assist and advise the City and the City's contracted Landscape Architect, as follows:

As to the constructability and expected construction costs associated with the proposed Schematic Designs and Overall Site Plan, using the Schematic plans, sections and elevations, virtual models, perspective sketches, etc. At the onset of the CM/GC's engagement, the Design Team will present the Schematic Designs and overall Site Plan to the Project Team Members, including the CM/GC, for input and feedback.

Other unidentified or unknown risks may exist. Unknown or unidentified risks and potential mitigation will be identified, coordinated and resolved in a timely manner between the City, the Design Team, and the CM/GC.

It is required that the CM/GC engage in detailed discussions over key constructability issues, including construction sequencing, access to the infrastructure, etc. before the design is finalized, thereby reducing risks during construction.

- A. Provide recommendations regarding site development strategies, including, but not limited to: Excavation, landscaping & irrigation systems; foundation

drainage systems; asphalt, concrete flat work and related finished site conditions; curb, gutter, and storm drainage systems, including on-site retention; site utilities and buried infrastructure improvements.

- B. Provide written constructability reviews at each deliverable milestone (SD, DD, 75% CD Review, & 100% CD Review)
- C. Provide language and specific information to be incorporated into the final Construction Set of documents for Bidding and Construction purposes.
- D. Provide regular Cost Estimates to coincide with the Project's design milestones (SD, DD, 75% CD & 100% CD Review) and immediately prior to the bidding period to ensure the proposed design aligns with the City's allocated construction costs. Prior to commencing construction, the CM/GC shall provide the City with a Guaranteed Maximum Price (GMP) for City approval.

3.1.2 Project Coordination

CM/GC shall provide coordination with the City and Project Team Members, including the City's contracted Landscape Architect, in all design phases of the Project, according to the Project Approach and Project Schedule submitted by the Landscape Architect and accepted by the City. Throughout the design phase of the Project, City expects/anticipates that design coordination meetings could be held weekly, biweekly or every three weeks, depending on timing for different phases of the work.

- A. For estimating purposes, proposing firms should **assume a minimum of 20 Project Team meetings with as well as an additional 10 coordination meetings with the Design Team.** Any meetings will be in addition to all regular phone calls, emails or other necessary communication and coordination needed during the design phase of the Project.
- B. Coordination with the City's contracted Landscape Architect beginning at the completion of the Schematic Design level by the Landscape Architect. Coordination will include CM/GC review of construction materials, means and methods, cost estimating, project phasing, etc.
- C. Coordination for all Permitting, Inspections, Public Utilities (natural gas, power, water, etc.) and other similar requirements.
- D. Advise the City's contracted Landscape Architect with Preparation of Construction Documents. The Construction Documents will include complete Project Drawings and Specifications and Contract Documents that establish, in detail, the quality, quantity and levels of materials and systems required for construction of the Project. Presentation of 75%, and 100% Construction Documents Review will be provided by the Landscape Architect to the City for review. The Construction Documents will be updated after the 100% CD Review, at which time they will be in sufficient detail for the CM/GC to produce

a preliminary Guaranteed Maximum Price (GMP) to construct the overall Project. Updated Construction Documents submitted after the 100% CD Review will be used by the CM/GC to present to and negotiate with the City for a final Guaranteed Maximum Price to construct the Project. At all stages, the Landscape Architect will provide a review of the proposed GMP provided by the CM/GC on behalf of the City and provide comments and recommendations accordingly.

3.2 CM/GC Bid Phase Services & Requirements

Prior to and during the Bid Period, the CM/GC will provide recommendations on bidding / subcontractor climate, updates on bid responses, format questions from prospective bidders and generally work proactively to encourage strong project coverage.

- A. CM/GC shall issue Bid Documents and manage the bid duration, subcontractor questions and bid collection process.
- B. At the conclusion of the Bid Period, the CM/GC shall provide the following:
 - 1. A Bid Summary, which shall identify all of the responses received and the recommended subcontractor for each major trade or discipline. The Bid Summary must be formatted in a clear & comprehensive manner to be easily understood.
 - 2. All subcontractor bids must be provided, disclosed, and otherwise openly identified. The CM/GC shall offer their recommended subcontractor team from the qualified bids received. Any recommended subcontractor who is not the apparent low bidder shall be evaluated and approved by the CM/GC, Landscape Architect and City prior to the CM/GC finalizing the GMP and/or awarding to the subcontractor.
 - 3. The owner reserves the right to have the CM/GC rebid scopes of work that are not deemed to have received appropriate bid coverage.

Please provide any additional details, information, or recommendations that the CM/GC firm suggests being included or evaluated by the City as part of the CM/GC Proposal review process.

3.3 Construction Phase

This phase of the Work generally consists of the CM/GC furnishing and installing all Work as required by the Contract Documents. (Please note that the Work of the Construction Phase may be bid in multiple stages or phases, depending upon the CM/GC's recommendation relative to cost and achieving the desired construction completion date.) The CM/GC shall construct, provide assistance to, and coordinate with, the City and the City's contracted Landscape Architect for the complete construction of the Project which includes but is not limited to: new buildings, site work, etc. as described herein and shown on attached exhibits, and as represented in the

design plans, as well as other unspecified tasks as needed for the full and complete construction of the Project. It is expected that the CM/GC shall provide all of the above for all aspects and needs of the Project during the construction phase.

More specific items of scope under this phase shall include, but are not limited to:

3.3.1 Construction:

- A. Complete Project Construction – The CM/GC shall provide complete construction of the Project throughout the duration of the construction phase of the Project. This shall include but not be limited to: all home offices and or in the field personnel, equipment, labor, tools, overhead, etc. necessary to successfully complete construction of the Project in a timely and efficient manner. This Work shall commence on the date of Notice to Proceed and continue through construction, closeout and up to the date of final acceptance of the Project by the City. **The construction period is anticipated to be approximately 12 Months,** but the Proposer is encouraged to identify the expected construction duration, whether it is longer or shorter, than the duration identified. The City may not proceed directly into construction immediately after the design period, but with recommendations from the CM/GC and Landscape Architect, to target the most ideal timeline for competitive bidding. Construction of the Project will include all costs associated with General Conditions.
- B. Construction Supervision and Management – The CM/GC shall provide complete construction supervision and management services throughout the duration of the construction phase of the Project. This shall include but not be limited to: all home offices and or in the field personnel, equipment, labor, tools, overhead, etc. necessary to successfully complete construction of the project in a timely and efficient manner. This Work shall commence on the date of Notice to Proceed and continue through construction, closeout and up to the date of final acceptance of the Project by the City.

Throughout the construction phase of the Project, the City anticipates that construction coordination (OAC) meetings would be held biweekly, but meetings may increase, decrease, or be held remotely depending upon the phase of construction. These OAC meetings will be in addition to all regular phone calls, emails or other necessary communication and coordination needed during the construction phase of the Project.

CM/GC shall verify all local, state, and federal laws, building codes, and standards for facilities of this nature. The project will be required to go through North Salt Lake’s building permit and site

plan process. The City will not be charging any fees to itself. Coordinate with other affected agencies and/or organizations, and private utilities, as needed.

Coordinate with the Design Team during project closeout in preparing documentation, O&M manuals, warranties, systems testing, etc. Provide the required information to the Landscape Architect who will prepare the record drawings for the City in electronic CAD and PDF formats.

SECTION 4: PROJECT BUDGET

4.1 Project Budget: The Project Budget is the Project's overall, comprehensive budget, including construction, design, FF&E, procurement, etc. as determined by the City of North Salt Lake. The City, the Design Team and the CM/GC agree to work together to keep the cost of the Project within the Project Budget.

4.2 Construction Budget: Establishing the Guaranteed Maximum Price (GMP) – The CM/GC shall provide the City with a Guaranteed Maximum Price (GMP) which is the final price that the CM/GC agrees to accept in full performance of a Construction Manager/General Contractor Agreement (CM/GC Agreement) and is based on the final Contract Drawings and Specifications. The GMP shall include all fees and percentages required by this RFP, as well as the costs for General Conditions and all work as required in the Contract Documents. The formula for establishing the GMP, including the anticipated CM/GC Fee Structure is identified within Section 5.2 Cost Proposal, Fees, and Markup.

4.3 Fixed Limit of Construction Cost (FLCC): The FLCC is the project's construction budget upon the issue of the RFP. For this project, the FLCC has been established in the amount of \$15 million. **The owner, landscape architect, and the CM/GC will agree to work together to keep the early construction cost, as represented in the early design phases, within the FLCC.**

4.4 GMP (Guaranteed Maximum Price) - The GMP is the final, not-to-exceed price that the CM/GC agrees to maintain via the contract and is based on the final drawings, specifications, and the subcontractor bids. The **GMP shall include a construction contingency of 5%**, all fees and percentages required by this RFP, the costs for General Conditions, and all necessary work in the Contract Documents. **The owner, landscape architect, and the CM/GC agree to work together to keep the GMP, as represented in the design, within the FLCC.**

Please note that since the Work may be completed in project phases and bid packages, the successful CM/GC will be required to submit a GMP for each of these phases and packages of the Work. The sum or total of all the GMP's for these phases of the Work shall be the final GMP. Except for the Preconstruction Fee, all other GMPs for the phases of the Work shall become part of the CM/GC Agreement by modification. The final GMP is normally determined at the

completion of the contract documents and receipt of subcontractor's bids. However, a GMP may be negotiated at an earlier point as deemed appropriate by the City.

4.5 Construction Contingency: The City and CM/GC will maintain a Construction Contingency during cost estimating and throughout the course of construction. For the purposes of this RFP, the Construction Contingency has been established as noted above in the requirements of items to be included in the Guaranteed Maximum Price (GMP). The amount of the contingency may be adjusted, up or down, upon discussions with the entire Project Team, and/or after design & construction milestones are achieved, and the City may elect to incorporate additional elements into the Project using any contingency money. These project additions would be incorporated via formal Change Order, in which case the CM/GC shall provide construction costs and schedule impacts, if any, associated with the proposed change. This Owner controlled Contingency will be in an amount, determined by the City, and inclusive in the overall Project budget, to properly account for potential increased cost due to changes in the work, made at the discretion of the City, that were not anticipated by the City and are beyond the control of the City and or the CM/GC at the start of the program and for possible cost escalation(s), if any. The Owner-controlled Contingency is a fund allocation intended to cover, but is not limited to, the following:

- A. Owner directed design or scope changes;
- B. Design revisions, changes or clarifications not represented in the Construction Documents used as the basis of the GMP;
- C. Design errors or omissions;
- D. Bid anomalies;
- E. Unforeseen conditions encountered during construction;

4.6 Allowances

Contractor shall include the following allowances as part of the GMP.

4.6.1 Escalation Allowance - \$75,000: The City acknowledges that the current construction climate is challenging relative to material procurement and agrees to carry a value of \$75,000 for potential escalation in material costs. This Allowance would be a line item within the GMP and, if used, shall include CM/GC fees, markup, overhead & profit, expenses, etc. within the allocated \$75,000.

4.6.2 Winter Conditions Allowance - \$75,000: The project construction start date is anticipated in early fall 2024 with a proposed construction duration of 12 months. The City has established this Allowance to address any weather-related circumstances that may have an impact on the project's construction schedule. A request by the CM/GC for costs associated with managing a weather-related event shall include the CM/GC fees, profit & overhead expenses, etc. within the \$75,000 allocation.

Ultimately, use of Construction Contingency is at the discretion of the City and, at the conclusion of Construction, any unused funds, allowances, or contingency dollars, whether identified within the Construction Documents or by the CM/GC, shall be retained by the City.

4.7 Subcontractor Selection

Work for the completion of this project will be competitively bid by mutually agreed upon and prequalified subcontractors for each trade; this also includes any work proposed to be completed by the CM/GC's own forces. Provided the subcontract bids are within the established budget, the successful Trade Subcontractor will be assigned to the CM/GC by Change Order, and the CM/GC will be authorized to execute an agreement with that Trade Subcontractor for that applicable portion of the work.

4.8 Self-Performed Work

If qualified, the CM/GC may build any portion of the project with its own forces. For all self-performed work, the CM/GC shall provide the owner with a sealed bid seventy-two (72) hours before receipt of subcontractor bids. The self-performing proposal(s) will be opened in the presence of the Owner and Landscape Architect during the receipt and evaluation of the bids. **In the proposal, the CM/GC shall identify all anticipated self-performed work they intend to bid on in the proposal.** The CM/CG must specifically state in the Management Plan proposal what self-performed work that they intend to execute. The CM/CG must bid its self-performed work. The CM/CG's bid will then be evaluated by the City and must be determined to be the best value bid for the work to be awarded to the CM/CG. The CM/CG can propose to self-perform work that was not proposed in the Management Plan, provided that this work is completed in a competitive bid or value-based selection process and advertised as would normally be required. The cost of any work that is self-performed will be part of the established GMP.

4.9 Change Orders and Fees

The CM/GC will not be allowed an increase in the construction management fee or monthly supervision fee for proposed change orders that are determined by the City to be an omission or unforeseen conditions. Scope changes made by the City prior to the final GMP that exceed the FLCC will include an increase in the management fee and monthly supervision fee as defined in the RFP. Scope changes made by the City after the final GMP will include a markup as stipulated in the Fee Proposal Form. The monthly management fee may be increased only if the City approves an increase in contract days and will be applied as a percentage of the fee identified in the RFP divided by the number of construction days in the contractors GMP schedule.

SECTION 5: PROPOSAL REQUIREMENTS AND SELECTION

Each Respondent must submit 1) a complete and concise Statement of Qualifications, 2) their COST PROPOSAL (See Fee Proposal Form Below), 3) a Bid Bond Security in response to this RFP, and must demonstrate the Respondent's ability to meet the requirements of this RFP.

5.1 Submittal of Qualifications (SOQ)

The SOQ must be organized into Sections and labeled accordingly as outlined below. If they are not organized into sections, they may be rejected. Each section must clearly and fully address the subject and be understandable. Failure to do so will negatively impact the evaluation of your submitted RFP.

- A. Cover Letter/Signature on Proposal: Proposals must have a one-page cover letter signed by an authorized representative of the business/company submitting the proposal. The signature on the proposal shall be interpreted to signify the proposer's intent to comply with all required services. The cover letter is included in the page count. Additionally, if there are any terms in this RFP that the submitting CM/GC contests, please provide the disagreement in writing in the proposal, explaining the reason and a proposed resolution. *The contest / explanation / resolution sheet(s) will not be part of the page limitation.*
- B. Firm Introduction/Background (5 Points): Provide a brief introduction to the qualifications and background of your firm. Include 1) type of organization, 2) contact information, 3) licenses, 4) bonding limit, and 5) certificate of insurance. Information shall include firm information as it relates to the preconstruction services, construction management and leadership for this project. Identify any special knowledge or skills provided by your company that may be related or helpful to the services requested herein.
- C. Project Team (20 Points): Provide an organizational chart of all major participants of your firm's proposed Project Team. Include resumes of all Key Personnel including project director, project manager, cost estimator, superintendent, and other primary team members (project engineer, scheduler, quality control manager, etc.) who will be directly involved in the overall project. Describe the team's experience on similar projects. Include in the resumes a brief description of the roles and responsibilities on each project cited. Show the current availability of each team member, with the name and location of the projects on which they are currently working, the future dates of completion, and the expected percentage of weekly time dedicated to this project.
- D. Relevant Project Experience (25 Points): Please provide at least five of your most recent and relevant CM/GC projects completed with experience on

similar size and type of projects. In addition, please provide for each project the following information:

1. Project Name
2. Owner (Please include reference and phone # and email address)
3. Design Architect/Engineer (include reference, phone # and email address)
4. Project Description – Provide a brief description of the project (size, complexity), year completed, and the contract amount
5. Cost/GMP (if there is a significant overage please explain)
6. Identify work that was self-performed
7. Initial schedule delivery date – final delivery date and if there is a significant difference in the initial delivery date and the final delivery date please explain
8. Describe any claims or disputes filed (if yes, provide a brief explanation)
9. Name of the project director, project manager, superintendent, and cost estimator, and other key team members for the project
10. Photographs;

E. Project Management Approach (25 Points): The proposed approach should constitute the major portion of the RFP and must include the following:

1. A statement of your understanding of the project and a general description of your proposed pre-construction approach to project scope.
2. A description / work plan of the CM/GC tasks associated with the meetings & deliverables outlined in the preliminary Schedule during the pre-construction phase. The CM/GC may propose an alternative schedule, if desired, with their recommended pre-construction approach. Please also show your proposed schedule with major milestones, for construction substantial completion by September 15, 2025.
3. Describe your firm's approach to quality control management, managing the overall construction schedule and managing subcontracted work.
4. Describe your firm's experience working with a Design Architect. Include any experience specific to the CM/GC delivery method, and in particular, experience working with public entities.

5. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services provided by you that may be related to or helpful to a comprehensive delivery of the proposed project.
 6. Identify all anticipated self-performed work you intend to execute on the project.
 7. Risks & Value-Added Services: Address potential risks to the project and how those risks will be mitigated. Identify any additional tools, techniques, and value-added ideas that your firm can provide. Provide examples of how your company collaborated with the Client Design Team and how value was added or issues were resolved through the CMGC process. What innovative ideas and suggestions do you have for improving the overall completion of this project? What did we forget to include in this RFP that will make this project better for the City?
- F. Industry References (5 Points): The proposer shall submit a minimum of four (4) additional references. If possible, these should be of similar City's or institutions, requiring a similar scope of work. Provide the name of the City, institution or company, phone number, business address and contact person. References provided should be for specific projects where the Project Manager, Project Superintendent and/or Project Estimator / Preconstruction Manager worked in those respective roles. References are NOT required for each proposed individual.

Additionally, Provide a name, telephone number for three (3) additional AEC references to be contacted as to your industry reputation and performance on other projects. *Note: These will be cross-referenced with other CM/GC proposing firms for a wholistic understanding of your reputation for quality CM/GC services and results.*

- G. Termination or Debarment: CM/GC firms must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The proposer must also certify that neither the firm nor its principals have been terminated during the performance of a contract or have withdrawn from a contract to avoid termination. If the firm cannot certify these two statements, the proposer shall submit a written explanation of the circumstances for review by the owner.

Additionally, provide a statement if your firm is currently or has been investigated by the State of Utah Office of the State Auditor or the State of Utah's Division of Purchasing within the past ten years for any procurement impropriety, budget misconduct, or other issues. These departments will be contacted, and the provided information will be verified.

Please also describe any litigation, arbitration, or other alternative dispute resolution proceedings in which your firm has been involved with an owner, architect, or subcontractor in the past ten years.

- H. Fee Proposal (20 Points): Submit a fee proposal (as outlined in Section 3 Cost Proposal) outlining the proposed scope of services, tasks that are included in this RFP. The fee proposal shall be emailed in a separate PDF.

Fee Score = $(1 - B \div C) * 20$, where B = bidder's proposed cost and C = construction budget (FLCC). Example: Contractor A scores 18.5 points for the cost portion, which adds to the 65 points scored for the qualification portion, and results in a total score of 83.50. Contractor B scores 16.5 points for the cost portion, which adds to the 68 points scored for the qualification portion, and results in a total score of 84.5 and would therefore be awarded the project, theoretically resulting in greater value to the project due to the experience and qualifications the contractor brings to the project.

Each Respondent is solely responsible for any information submitted or omitted from its proposal. All materials contained in, or submitted with, a proposal shall become the property of the City, and may be returned only at the City's option.

5.2 Cost Proposal, Fees, and Markups

Contractors must fill out the **FEE Proposal Form** provided below and **submit it as a separate PDF File, uploaded via SciQuest.** Qualifications and COST PROPOSAL must be received no later than the date and time listed in this RFP. All FEE PROPOSALS become the property of North Salt Lake (the Owner) upon receipt of same by the Owner. The content of all FEE PROPOSALS will be kept confidential until an award is made, after which the content will no longer be kept confidential.

Before submitting a Fee Proposal, the proposer shall carefully examine the RFP; shall visit the work site; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the proposer observes that portions of the Contract Documents are at variance with applicable law, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the proposer shall promptly notify the owner. Necessary changes shall be accomplished by addendum.

FEE PROPOSAL FORM
(This fee proposal must be submitted separately)

Fee Proposal Form shall be submitted as a separate PDF file uploaded to U3P/SciQuest by the proposal deadline.

Proposed Project Cost Form For: **CM/GC for New Construction of the Hatch Park Renovation and Expansion**

NAME OF PROPOSER: _____

DATE: _____

The undersigned, responsive to the "CM/GC for New Construction of Hatch Park Renovation and Expansion Request for Proposals" and in accordance with this "Request for Proposals" for the aforementioned Project, propose the following Fees at the prices stated below. This price is to cover all expenses incurred in the performance of the services as outlined herein and in our proposal of which this Project Cost Form is a part:

I/We acknowledge receipt of the following Addenda issued during the Pre-Proposal period:

ADDENDA RECEIVED: _____

Design Phase (Pre-Construction) Services Fee

This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee. For all work during the pre-construction (Design Phase) period, I/we agree to perform for the lump sum of:

_____ DOLLARS

(\$ _____) In case of discrepancy, written amount shall govern

Contractor's Performance & Payment Bond and Insurance

For all work during the Construction Phase of the Contract, I/we agree to provide Bond & Insurance coverage based upon the indicated percentage of the Cost of Construction.

_____ DOLLARS

(\$ _____) In case of discrepancy, written amount shall govern

Which is: _____ PERCENT (_____ %) of the FLCC.
In case of discrepancy, written amount shall govern

Construction Management Fee - % of FLCC

This lump sum fee shall consist of and include overhead (e.g., home office), profit for the entire job based on scope of work, represented by the FLCC, home office personnel who will be supporting the project during bidding, construction, and closeout, including the warranty period. This fee does not include general conditions. (receptionists, accountants, safety officers, expeditors, commissioning agents etc.). This cost does not include general conditions or people performing the actual construction supervision or construction activities.

For all work during the Construction Phase of the Contract for the Construction Management Fee of the Project, I/we agree to perform for the lump sum fee of:

_____ DOLLARS
(\$ _____) In case of discrepancy, written amount shall govern

Which is: _____ PERCENT (_____ %) of the FLCC.
In case of discrepancy, written amount shall govern

Construction Supervision Cost – (% of the FLCC)

This is a per month cost to the project from notice to proceed to final completion for the CM/GC’s on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety office, etc.). –Respondent shall include a list of the team members, Project Director, Project Manager, Superintendent, Project Engineer, Project Assistant, Lead Foreman, etc. that are included in the Construction Supervision Cost. All services and personnel not specifically identified as a Construction Supervision Cost shall be considered part of the lump sum Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include General Conditions or people performing the actual construction activities.

For all work during the Construction Phase of the Contract for the Construction Supervision of the Project, I/we agree to perform for a Monthly Lump Sum Fee of:

_____ DOLLARS
(\$ _____) In case of discrepancy, written amount shall govern

Which is: _____ PERCENT (_____ %) of the FLCC.
In case of discrepancy, written amount shall govern

Contractor Change Order Markup - The CM/GC will not be allowed an increase in the construction management fee or monthly supervision fee for proposed change orders that are determined by the City to be an omission or unforeseen conditions. Scope changes prior

to the final GMP that exceed the FLCC will include an increase in the management fee and monthly supervision fee as defined in the RFP.

For all work added to the contract by Change Order above and beyond the Construction Budget, I/we agree to **add not more than 5% to the subcontractor/ supplier costs** for the additional work. The monthly management fee may be increased only if the City approves an increase in contract days (if there is documented justification for a schedule adjustment; i.e., documented impact to critical path activities) and will be applied as a percentage of the fee identified in the RFP divided by the number of construction days in the contractors GMP schedule. An adjustment to the schedule will be accepted only after any allocated schedule “float” has been used.

Owner’s Liquidated Damages Clause: I/We guarantee that the Work will be Complete, including punch-list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay Liquidated Damages in the amount of **\$500 per calendar day** for each day after expiration of the Contract Time as stated in the CM/GC Agreement.

City’s Construction Budget: The City’s Construction Budget for this project is expected to be in the range of \$15 million. With the cooperation of the City of North Salt Lake and the Landscape Architect, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the overall Construction Budget.

Fee Structure for GMP: City of North Salt Lake will use the following approach (addition of line items below) for determining the Guaranteed Maximum Price:

1. CONSTRUCTION SUBTOTAL:	Divisions 02 – 33	\$ _____
2. GENERAL CONDITIONS:	[Cost as outlined from progress estimates]	
3. BONDS & INSURANCE:	% from Fee Proposal of Agreed Upon GMP	
4. CONSTRUCTION MANAGEMENT FEE	% from Fee Proposal of Agreed Upon GMP	
5. CONSTRUCTION SUPERVISION:	% from Fee Proposal of Agreed Upon GMP]	
6. CONTINGENCIES:	5% of Construction Subtotal + GC’s	
7. ALLOWANCES:	\$150,000	
CONSTRUCTION TOTAL / GMP:	\$15,000,000	

NOTE: The values for Contingency & Allowance categories will incorporate associated CM/GC fees & expenses (Line Items 3 & 4 above). The Pre-Construction Fee will NOT be a part of the GMP.

The undersigned Contractor's License Number for Utah is: _____

This Fee Proposal shall be good for 45 days after Proposal submission.

Upon receipt of Notice of Award of this Fee Proposal, the undersigned agrees to execute the contract within thirty (30) days, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of a GMP.

Type of Organization: (Corporation, Partnership, Individual, etc.) _____

Respectfully Submitted:

(Printed Name of Proposer) _____

Organization Address: _____

Authorized Signature: _____

Each person and or entity submitting a proposal specifically acknowledges, both individually and on behalf of the submitting entity, that they have inspected the project site and understand that this Project may include exposure to natural elements, inclement weather, icy, slippery and/or wet conditions, uneven surfaces and other possible hazardous conditions associated with building construction. Furthermore, all information provided with a submitted proposal is a true and accurate representation of ability to perform the work outlined.

CM/GC Firm Representative

Date

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

CM/GC shall enter into a Professional Services Agreement with the City and an Agreement approved, including the stated estimate and scope of services.

A Bid Bond Security shall be submitted with Fee Proposal form as outlined in section 5.3 Bid Bond Security.

5.3 Bid Bond Security

Bid Bond security, in the amount of five percent (5%) of the Fixed Limit of Construction Cost, made payable to City of North Salt Lake, shall accompany proposal. The Bid Bond must be on AIA Bid Bond Form A310-2010, or other similar or equivalent bid bond form in order to be considered an acceptable proposal.

If the Bid Bond security is submitted on a form other than the Owner's required Bid Bond form, and the bid security meets all other legal requirements, the CM/GC will be allowed to provide an acceptable Bid Bond by the close of business on the next business day following notification by Owner of submission of a defective Bid Bond security.

A Payment and Performance Bond is **not required** to accompany the CM/GC cost proposal. This will be requested during the negotiation period with the awarded CM/GC.

5.4 Selection Committee

The owner will appoint an internal committee responsible for reviewing the submissions and possibly shortlisting the top two or three firms invited to interview. The selection committee can base its selection on the level of relevant information provided in the proposals if it is deemed in the owner's interest. The membership of the committee will not be disclosed.

5.5 Selection Criteria

This is not a bid process. Selection will be primarily based on qualifications judged by a committee via a points process. The committee's identities will be kept secret, and identified only by number. After the award, the owner will meet with the next highest-ranked team until a final agreement has been negotiated and executed. Teams will be ranked based on the following criteria and assigned point totals for each section, with a possible total score of 100 points:

- A. Cover Letter
- B. Introduction to the firm (5 points)
- C. Project Team (20 points)
- D. Relevant Construction Experience (25 points)
- E. Industry References (5 points)
- F. Proposed Project Approach (25 points)
- G. Termination or Debarment
- H. Fee Proposal (20 points) – Fee Proposals will not be reviewed until SOQ information has been reviewed and scored by the Selection committee.

5.6 Possible Interviews

If the committee decides there is no clear winner, they may invite the top 2 or 3 Offerors for an interview / demonstration. The purpose of the interview / demonstration is to provide

clarification of the written SOQ. If the committee decides to conduct interviews, the time and format will be presented to the Offerors at that time.

The selection committee may re-score the SOQ after the interview. A recommendation will then be presented to the City council for consideration and approval.

Contract negotiations will be initiated with the highest-ranking firm. If these negotiations are unsatisfactory for the owner, the second-ranked firm may be contacted.

5.7 Representations and Warranties

By submitting a proposal, each proponent represents and warrants that:

- A. Its proposal is made in good faith.
- B. Its proposal is not submitted in the interest of, or on behalf of, another person or entity.
- C. It has not directly or indirectly induced or solicited any other proponent to submit a bid other than in good faith.
- D. It has not directly or indirectly induced or solicited any other person or entity to abstain from submitting a proposal.
- E. It has not sought by collusion to obtain for itself any advantage over other proponents or the City.
- F. It shall not violate, or cause any other person or entity to violate, any Federal, State, or municipal law, including (but not limited to) the Utah Municipal Officers and Employees Ethics Act.

5.8 Award of Contract

Upon completion of the evaluation process outlined in this RFP, the City may, but is not required to, negotiate with, and award a contract for the Scope of Work to the highest scoring, responsible proponent whose proposal is determined in the sole discretion of the City to be in the best interests of the City.

5.9 Right to Reject

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract subject to this RFP, in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interest of the City.

5.10 Duration

The contract for services is anticipated to begin February 01, 2024, and be completed by September 15, 2025. The service contract may be extended at the sole election of the City and may end earlier at the election of the City, with notice to the other party at least (90) days in advance of the anniversary of this contract.

5.11 Termination Rights

The contract shall provide that the City has the right to cancel without cause at any time upon ninety (90) days written notice of its intent to terminate the contract.

SECTION 6: STANDARD CONTRACT TERMS AND CONDITIONS

6.1 Indemnification

The CM/GC agrees to defend, indemnify and hold City of North Salt Lake City, its officers, officials, employees, and agents (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands, lawsuits, judgments, or liability including but not limited to general liability, automobile, and professional errors and omissions arising out of the negligent acts, errors and omissions, of the consultant in performing the services described including the amount of judgment, penalties, interest, court costs, and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of indemnities). The CM/GC further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, and release, indemnify, and hold the City, its officers, officials, agents and employees harmless from liability of any kind or nature, including the CM/GC's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract.

City of North Salt Lake is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

6.2 Ownership of Documents

City of North Salt Lake City owns and may use in any way the City deems necessary all implemented plans, reports, data, documents, electronic media, and all other instruments of professional service, regardless of medium or content, prepared by or on behalf of Consultant for City.

6.3 Damages

Project must be completed and delivered to the City according to the timelines negotiated and agreed upon. Timing is of the essence for this project. Contractor agrees that the City will suffer damages if completion sequences agreed upon are not met. The parties acknowledge it will be difficult to ascertain the actual value of the damages suffered, so Liquidated Damages will be assessed to cover those damages. **The CM/GC will compensate the City in the amount as noted in the Fee Proposal Form for each calendar day or part thereof that expires after each completion sequence, for damages, penalties, extra fees or losses that the City may incur due to a late delivery of the completed construction.** The City shall be entitled to deduct and retain Liquidated Damages out of any money which may be due or become due to the Contractor. To the extent that the Liquidated Damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

6.4 Insurance

Insurance: Upon Notice of Award, and as part of CM/GC shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:

- A. The CM/GC's Workers' Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the CM/GC's Employer's Liability Insurance shall be written for not less than \$2,000,000.
- B. The CM/GC's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$2,000,000 each occurrence.
- C. The CM/GC's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$2,000,000 occurrence. Completed Operations insurance must be kept in effect for 2 years after completion of work. If applicable, proof of demolition insurance coverage must also be provided.
- D. The CM/GC shall not commence work under this Contract until all of the insurance required herein shall have been obtained by the Contractor. The CM/GC shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

- E. If applicable, professional liability (errors & omissions) insurance coverage for a limit of \$2,000,000. Insurance shall be maintained for two (2) years after work has been completed.
- F. If CM/GC uses any contractors, CM/GC will provide for contractors or require the same insurance provisions for its contractors.
- G. The CM/GC's Workers' Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the CM/GC's Employer's Liability Insurance shall be written for not less than \$2,000,000.

Insurance needs to include Project Name with the location and description of the project. Insurance must name as the certificate holder; City of North Salt Lake, its elected officials, appointed officials, officers, employees and volunteers.

Coverage is for all operations performed by or on behalf of the named insured. City of North Salt Lake will assume no liability for the Contractor including any of the Contractor's representatives, employees, or properties.

Insurance provided is required to be primary and noncontributory.

Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30-day written cancellation notice. If any of the required insurance coverage is cancelled or lapses, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to the Contractor.

6.5 Independent Consultant

It is understood and agreed by the parties that the CM/GC is to act in the capacity of an independent Consultant and as such will have no authorization, express or implied, to bind City of North Salt Lake to any agreements. CM/GC's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

6.6 Assignment

The CM/GC shall not assign this agreement or assign, pledge transfer, or otherwise dispose of its interest or this agreement, without the specific consent of the City, and that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the CM/GC of its obligations hereunder, nor shall such an assignment of other disposition terminate any such claim or defense which the City may have. City of North Salt Lake City may assert any claim or defense it may have against the CM/GC against any such assignee.

6.7 License

The CM/GC must be properly licensed for the service(s) provided, including a business license and will provide all licenses before work can begin.

6.8 Workforce

The CM/GC agrees to register and participate in a status verification system such as E-Verify, to verify the work eligibility status of the CM/GC's employees who are employed in the state. The CM/GC further agrees to have each subcontractor who works for or under him/her, certify by affidavit that the subconsultant has verified through a status verification system the employment status of each new employee of the respective subcontractor.

6.9 Standard of Care

Services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time CM/GC services are performed. CM/GC shall, at his/her sole expense, reperform any services not meeting this standard.

6.10 Taxation

It is understood and agreed that the CM/GC shall pay and discharge all license fees, assessments, sales, use, property and other tax or taxes lawfully imposed, as indicated in Utah Code Ann. §59-12-104 (as amended).

6.11 Conflicts of Interest

It is understood and agreed that no officer or employee of City of North Salt Lake City has or shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of the CM/GC or any member of their families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CM/GC's operations, or authorizes funding of payments to the CM/GC.

6.12 Non-Discrimination/Affirmative Action

The CM/GC agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of

disability. This agreement may be canceled if the Consultant fails to comply with the provisions of these laws and regulations.

6.13 Additional Terms of Contract

The owner will require that the selected proposer be willing to negotiate, and enter into, a written agreement with the owner to provide the necessary and proposed scope of services. All provisions of the contract shall comply with State and Federal laws.

The terms of the agreement between the selected proposer and the owner shall include the following provisions:

- A. The project manager and superintendent listed in the proposal must be the project manager and superintendent on the project. They will not be replaced without the written consent of the owner. Personnel mentioned in the proposal can be changed only with prior written permission from the owner, which retains the right to approve or reject replacements. This requirement will be placed into the contract.
- B. The budget documents for this project will be open, organized for monthly owner review, with the proposed general conditions and fees added to the construction cost estimates and final GMP.
- C. The contractor will be expected to enter into the City's approved Contract. Sample Contract is attached for reference. If City does not have a standard approved contract, the City may elect to use form [AIA A133 – 2019, the Standard Form of Agreement Between Owner and Construction Manager as Constructor].
- D. Contract General Conditions to be provided by the CM/GC and included in the agreement is as defined in the contract.
- E. The Owner will provide Builder's Risk Insurance. The CM/GC will be required to provide Professional Liability and Workers Compensation insurance for their employees. Sub-contractors will be required to do the same.
- F. After the Pre-Construction Phase, the owner reserves the right to cancel the award of this contract at any time before the start of construction if cancellation is deemed to be in the owner's best interest. The owner assumes no liability for the cancellation of the award.

6.14 Law

This contract shall be governed by the laws of the State of Utah.

6.15 Default

If either party fails to perform its obligations, the other party may give written notice specifying the nature of the failure, and requesting the defaulting party to remedy it. If the default is not corrected within thirty (30) days of the notice date, the non-defaulting party may pursue the remedy provided herein, and without waiving that remedy, it may terminate this agreement. If the failure reasonably justifies faster action, the notice may require correction within thirty (30) days, and the non-defaulting party may take reasonable action to protect its interest. If the failure is one that reasonably requires more than thirty (30) days to correct, the correction period shall be extended beyond thirty (30) days, so long as the defaulting party promptly commences to correct the default and diligently pursues it to completion.

In the event either party needs to enforce the terms of this agreement by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including a reasonable attorney's fee.

6.16 Entire Agreement

This Agreement, together with the attachments hereto, contains the entire Agreement between the parties, and supersedes all prior agreements, and oral or written representations with respect to the subject matter hereto, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement, shall be binding or valid. This Agreement may not be enlarged, modified, or altered except in writing, signed and dated by the parties.

FEE PROPOSAL FORM
(This fee proposal must be submitted separately)

Fee Proposal Form shall be submitted as a separate PDF file uploaded to U3P/SciQuest by the proposal deadline.

Proposed Project Cost Form For: **CM/GC for New Construction of the Hatch Park Renovation and Expansion**

NAME OF PROPOSER: Hogan & Associates Construction, Inc.

DATE: December 18, 2023

The undersigned, responsive to the "CM/GC for New Construction of Hatch Park Renovation and Expansion Request for Proposals" and in accordance with this "Request for Proposals" for the aforementioned Project, propose the following Fees at the prices stated below. This price is to cover all expenses incurred in the performance of the services as outlined herein and in our proposal of which this Project Cost Form is a part:

I/We acknowledge receipt of the following Addenda issued during the Pre-Proposal period:

ADDENDA RECEIVED: None

Design Phase (Pre-Construction) Services Fee

This lump sum fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre-authorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee. For all work during the pre-construction (Design Phase) period, I/we agree to perform for the lump sum of:

Twenty Thousand DOLLARS
(\$ 20,000.00) In case of discrepancy, written amount shall govern

Contractor's Performance & Payment Bond and Insurance

For all work during the Construction Phase of the Contract, I/we agree to provide Bond & Insurance coverage based upon the indicated percentage of the Cost of Construction.

One Hundred Fifty Thousand DOLLARS
(\$ 150,000.00) In case of discrepancy, written amount shall govern

Which is: One PERCENT (1 %) of the FLCC.

In case of discrepancy, written amount shall govern

Construction Management Fee - % of FLCC

This lump sum fee shall consist of and include overhead (e.g., home office), profit for the entire job based on scope of work, represented by the FLCC, home office personnel who will be supporting the project during bidding, construction, and closeout, including the warranty period. This fee does not include general conditions. (receptionists, accountants, safety officers, expeditors, commissioning agents etc.). This cost does not include general conditions or people performing the actual construction supervision or construction activities.

For all work during the Construction Phase of the Contract for the Construction Management Fee of the Project, I/we agree to perform for the lump sum fee of:

Four Hundred Fifty Thousand DOLLARS
(\$ 450,000.00) In case of discrepancy, written amount shall govern

Which is: Three PERCENT (3 %) of the FLCC.
In case of discrepancy, written amount shall govern

Construction Supervision Cost – (% of the FLCC)

This is a per month cost to the project from notice to proceed to final completion for the CM/GC’s on-site management/supervision team (e.g., project manager, superintendent, project engineer, safety office, etc.). –Respondent shall include a list of the team members, Project Director, Project Manager, Superintendent, Project Engineer, Project Assistant, Lead Foreman, etc. that are included in the Construction Supervision Cost. All services and personnel not specifically identified as a Construction Supervision Cost shall be considered part of the lump sum Construction Management Fee. This includes receptionists, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include General Conditions or people performing the actual construction activities.

For all work during the Construction Phase of the Contract for the Construction Supervision of the Project, I/we agree to perform for a Monthly Lump Sum Fee of:

Twenty One Thousand DOLLARS
(\$ 21,000.00) In case of discrepancy, written amount shall govern

Which is: One point six eight PERCENT (1.68 %) of the FLCC.
In case of discrepancy, written amount shall govern

Contractor Change Order Markup - The CM/GC will not be allowed an increase in the construction management fee or monthly supervision fee for proposed change orders that are determined by the City to be an omission or unforeseen conditions. Scope changes prior

to the final GMP that exceed the FLCC will include an increase in the management fee and monthly supervision fee as defined in the RFP.

For all work added to the contract by Change Order above and beyond the Construction Budget, I/we agree to **add not more than 5% to the subcontractor/ supplier costs** for the additional work. The monthly management fee may be increased only if the City approves an increase in contract days (if there is documented justification for a schedule adjustment; i.e., documented impact to critical path activities) and will be applied as a percentage of the fee identified in the RFP divided by the number of construction days in the contractors GMP schedule. An adjustment to the schedule will be accepted only after any allocated schedule “float” has been used.

Owner’s Liquidated Damages Clause: I/We guarantee that the Work will be Complete, including punch-list items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, and agree to pay Liquidated Damages in the amount of **\$500 per calendar day** for each day after expiration of the Contract Time as stated in the CM/GC Agreement.

City’s Construction Budget: The City’s Construction Budget for this project is expected to be in the range of \$15 million. With the cooperation of the City of North Salt Lake and the Landscape Architect, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the overall Construction Budget.

Fee Structure for GMP: City of North Salt Lake will use the following approach (addition of line items below) for determining the Guaranteed Maximum Price:

1. CONSTRUCTION SUBTOTAL:	Divisions 02 – 33	\$ _____
2. GENERAL CONDITIONS:	[Cost as outlined from progress estimates]	
3. BONDS & INSURANCE:	% from Fee Proposal of Agreed Upon GMP	
4. CONSTRUCTION MANAGEMENT FEE	% from Fee Proposal of Agreed Upon GMP	
5. CONSTRUCTION SUPERVISION:	% from Fee Proposal of Agreed Upon GMP]	
6. CONTINGENCIES:	5% of Construction Subtotal + GC’s	
7. ALLOWANCES:	\$150,000	
CONSTRUCTION TOTAL / GMP:	\$15,000,000	

NOTE: The values for Contingency & Allowance categories will incorporate associated CM/GC fees & expenses (Line Items 3 & 4 above). The Pre-Construction Fee will NOT be a part of the GMP.

The undersigned Contractor's License Number for Utah is: 316293-5501

This Fee Proposal shall be good for 45 days after Proposal submission.

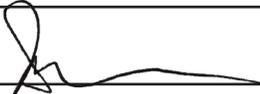
Upon receipt of Notice of Award of this Fee Proposal, the undersigned agrees to execute the contract within thirty (30) days, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract upon final agreement of a GMP.

Type of Organization: (Corporation, Partnership, Individual, etc.) Corporation

Respectfully Submitted:

(Printed Name of Proposer) Hogan & Associates Construction, Inc.

Organization Address: 940 North 1250 West, Centerville, UT 84014

Authorized Signature: 

Each person and or entity submitting a proposal specifically acknowledges, both individually and on behalf of the submitting entity, that they have inspected the project site and understand that this Project may include exposure to natural elements, inclement weather, icy, slippery and/or wet conditions, uneven surfaces and other possible hazardous conditions associated with building construction. Furthermore, all information provided with a submitted proposal is a true and accurate representation of ability to perform the work outlined.

JD Forbush, VP – Construction

12.18.23

CM/GC Firm Representative

Date

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

CM/GC shall enter into a Professional Services Agreement with the City and an Agreement approved, including the stated estimate and scope of services.

A Bid Bond Security shall be submitted with Fee Proposal form as outlined in section 5.3 Bid Bond Security.



Document A310™ - 2010

CONTRACTOR:
(Name, legal status and address)

Hogan & Associates Construction, Inc.
940 North 1250 West
Centerville, UT 84014

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Fixed Limit of Construction Cost

PROJECT:
(Name, location or address and project number, if any)
Hatch Park Renovation and Expansion Phase 1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2023

Brittany Puskal
(Witness)

Leslie Parke
(Witness)

Hogan & Associates Construction, Inc.
(Principal)

[Signature]
(Title)

Travelers Casualty and Surety Company of America
(Surety)

Michael Murphy
(Title) Michael Murphy Attorney-In-Fact



Init.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SAM W CLARK, ALAN W LORD, STIRLING S BROADHEAD, HILARY BAILLARGEON, S. CHRISTOPHER CLARK, MICHAEL MURPHY,** and **DOUGLAS S ROSKELLEY** of **SALT LAKE CITY, UTAH,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut



By: _____

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of December, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: February 6, 2024

SUBJECT: Discussion of Current Concept Plan for Hatch Park Renovation and Expansion Project

The purpose of this item is to present to you the status of the conceptual plan for the Hatch Park Renovation and Expansion project. City staff and G. Brown Design have been meeting the last two months to identify significant issues and make adjustments and alterations to the plan, particularly since the City took the position that it will no longer reserve space for the South Davis Recreation District expansion within the Park.

At this point in the project and prior to Hogan and Associates getting started on more permanent designs, I felt that it was important to show you the status of the design and get any input that you may have about it.

I have attached the original concept plan and the current concept plan for your review prior to the meeting.



Circular Basketball (2 Baskets)



Tubular Table Tennis



Sculptural Elements Along Sound Wall



Hillside Play



Deck Platform Overlooking Pond



Stepped Waterfall Feature



Modern Pond Feature



Banked Path Edge Adjacent to Slopes



Play Element Along Pickleball Courts



Meandering Stream Feature



Net Along Pond Feature



Shipping Container Stage



Bridge/Boardwalk



Fire Place/Outdoor Seating



Garden / Plantings



Sculptural Focal Point

- SYMBOL**
- 1 SOUTH PARK ENTRANCE
 - 2 PICKLEBALL COURTS
 - 3 BENCHES
 - 4 GORGIC MALLHOLLA VERTICAL PLAY STRUCTURE
 - 5 TOT LOT /SMALL PLAYGROUND
 - 6 ORNAMENTAL FENCE (BUFFER BETWEEN ROAD)
 - 7 PARKING
 - 8 MID-BLOCK CROSSWALK CONNECTION
 - 9 RESTROOM / PAVILION
 - 10 PLAZA- FARMERS MARKET/EVENT SPACE
 - 11 PAVING PATTERNS TO REINFORCE ARCHING PATTERN
 - 12 TREES W/ TREE GRATES
 - 13 GROUP PAVILION
 - 14 PARK MONUMENT SIGN
 - 15 BOARD WALK ACROSS POND
 - 16 MODERN STREAM FEATURE
 - 17 METAL GRATE OVER STREAM FEATURE
 - 18 GARDEN /ORNAMENTAL PLANTINGS
 - 19 TABLE TOP CROSSWALK
 - 20 CITY CHRISTMAS TREE
 - 21 COMMUNITY CENTER
 - 22 COMMERCIAL SPACE (ICE CREAM SHOPS/DRINKS)
 - 23 SHIPPING CONTAINER STAGE
 - 24 TALL SCULPTURE
 - 25 FIRE FEATURE BUILT INTO HALLS
 - 26 SCULPTURAL BERMS
 - 27 WATER FALL FEATURE (RUNNEL DOWN BERMS)
 - 28 MODERN POND FEATURE
 - 29 CORN HOLE 4 TABLE TENNIS
 - 30 DECK PLATFORM OVERLOOKING POND FEATURE
 - 31 SMALL PICNIC SHELTERS
 - 32 WALKING PATHS (TYP.)
 - 33 SCULPTURAL ELEMENTS /ART ALONG I-15 SOUND WALL
 - 34 FITNESS/PARKOUR
 - 35 MULTI-USE/OPEN LAWN
 - 36 SOFTBALL FIELD (OUTFIELD 275 FT.)
 - 37 BASKETBALL (ONE BASKET)
 - 38 DESTINATION PLAYGROUND INTEGRATED INTO HILLSIDE
 - 39 REC CENTER
 - 40 LAP POOL (INSIDE BUILDING)
 - 41 PLAY POOL
 - 42 PERGOLA SHADE STRUCTURE
 - 43 EXISTING RESIDENTIAL PROPERTY
 - 44 EXISTING SOUNDWALL
 - 45 EXISTING CITY HALL

CONCEPT ONE

Feb 8th, 2022



Rec Center Northwest View



Rec Center Southeast View



Trees in Plaza



Trees Grates (in plaza)



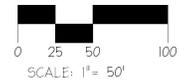
Arched Pergola (in plaza)

Hatch Park

50 W Center St.
North Salt Lake, UT

G. BROWN: DESIGN INC
SITE LANDSCAPE ARCHITECTS

678 East Vine Street, Ste 10
Murray, Utah 84107
p. 801.575.6066 f. 801.575.6166
www.gbrowndesign.com



Master Plan Update

February 30th, 2024



Basketball Court



Interactive Play



Sculptural Elements Along Sound Wall



Hillside Play



Deck Platform Overlooking Pond



Stepped Waterfall Feature



Modern Pond Feature



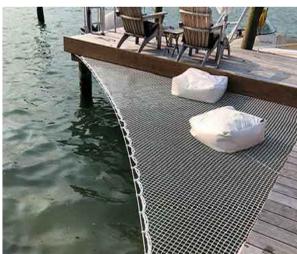
Banked Path Edge Adjacent to Slopes



Play Element Along Pickleball Courts



Meandering Stream Feature



Net Along Pond Feature



Shipping Container Stage



Bridge/Boardwalk



Fire Place/Outdoor Seating



Garden / Plantings



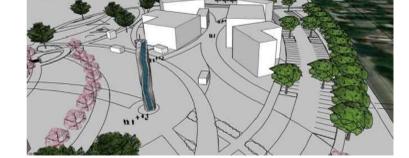
Sculptural Focal Point



SYMBOL	DESCRIPTION
1	SOUTH PARK ENTRANCE
2	PICKLEBALL COURTS WITH SEATING
3	BENCHES
4	GORIC WALLHOLLA VERTICAL PLAY STRUCTURE
5	TOT LOT /SMALL PLAYGROUND
6	ORNAMENTAL FENCE (BUFFER BETWEEN ROAD)
7	PARKING
8	MID-BLOCK CROSSWALK CONNECTION
9	RESTROOM & PAVILION
10	PLAZA- FARMERS MARKET/EVENT SPACE
11	PAVING PATTERNS TO REINFORCE ARCHING PATTERN
12	TREES W/ TREE GRATES
13	GROUP PAVILION
14	PARK MONUMENT SIGN
15	BOARD WALK ACROSS POND
16	MODERN STREAM FEATURE
17	METAL GRATE OVER STREAM FEATURE
18	GARDEN /ORNAMENTAL PLANTINGS
19	TABLE TOP CROSSWALK
20	CITY CHRISTMAS TREE (CABLE STRUCTURE)
21	BIKE LANE
22	CIVIC/EVENT/ COMMERCIAL SPACE (ICE CREAM SHOPS/DRINKS)
23	SHIPPING CONTAINER STAGE
24	TALL SCULPTURE
25	FIRE FEATURE BUILT INTO WALLS
26	SCULPTURAL BERMS
27	WATER FALL FEATURE (RUNNEL DOWN BERMS)
28	MODERN POND FEATURE
29	SOFTBALL CROWS NEST
30	MAINTENANCE BUILDING
31	DECK /PLATFORM OVERLOOKING POND FEATURE
32	SMALL PICNIC SHELTERS
33	WALKING PATHS (TYP.)
34	SCULPTURAL ELEMENTS /ART ALONG I-15 SOUND WALL
35	FITNESS/PARKOUR
36	MULTI-USE/OPEN LAWN
37	SOFTBALL FIELD (OUTFIELD 275 FT.)
38	FULL SIZED BASKETBALL COURT
39	DESTINATION PLAYGROUND INTERGRATED INTO HILLSIDE
40	SHADE SAILS
41	NORTH PARK ENTRANCE
42	GATHERING SPACE
43	PERGOLA SHADE STRUCTURE
44	EXISTING RESIDENTIAL PROPERTY
45	FUTURE UDOT SOUNDWALL
46	EXISTING CITY HALL



View Looking Northwest



Looking North



Trees in Plaza



Trees Grates (in plaza)



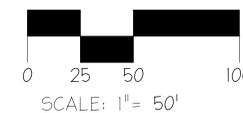
Arched Pergola (in plaza)

Hatch Park

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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: Sherrie Pace, Community Development Director
DATE: February 6, 2024
SUBJECT: Consideration of a RESOLUTION 2024-05R approving a contract with Landmark Design for General Plan Consultant services

RECOMMENDATION

City staff recommends approval of RESOLUTION 2024-05R approving a contract for consulting services with Landmark Design for the General Plan update for a not-to-exceed amount of \$145,035.

BACKGROUND

Last year, the City was awarded grant funds from the Utah Department of Transportation (UDOT) through the Technical Planning Assistance (TPA) Program for the completion of a comprehensive General Plan update. The last General Plan update was adopted in 2013, ten years ago. Since that time, there have been significant changes to the City, including, the addition of over 5,000 residents, the annexation of the Val Verda area, and the establishment of a Town Center. UDOT has plans to create a new I-15 interchange at the south end of the City, and UTA has plans to build a transit system along Highway 89. With the changing conditions and development pressures, City staff finds that it is necessary to update the General Plan to reflect current conditions and anticipated future growth.

City staff anticipates that this project will begin in February 2024 and should take about one year to complete. The total project budget is \$150,000 with \$90,000 in grant funds and a \$60,000 local match. The project was already included in the FY24 budget, including both the grant and matching funds, as it was anticipated that we would be receiving the award.

REVIEW

The City received six proposals and bids from various consultants. The selection committee reviewed the proposals and narrowed them down to two finalists. The candidates were interviewed on January 10, 2024. The final selection committee included Mayor Horrocks, Councilmember Knowlton, Planning Commission Chair Larson, and Planning Commissioner Jorgensen, the City Manager, Assistant City Manager, Community Development Director, City Planner and our Long-Range Planner. The committee unanimously recommends Landmark Design with a fee proposal of \$145,035.

You will recall the process for contracting with the selected firm includes two City Council meetings. On January 16, 2024, the Council approved a motion instructing staff to prepare and present a contract for the Council's consideration. The attached resolution approves the contract for this project.

POSSIBLE MOTION

I move that the City Council approve RESOLUTION 2024-05R approving a contract for consulting services with Landmark Design for the General Plan update for a not-to-exceed amount of \$145,035.

RESOLUTION NO. 2024-05R

**A RESOLUTION AUTHORIZING A CONTRACT WITH
LANDMARK DESIGN FOR CONSULTING SERVICES
FOR A GENERAL PLAN UPDATE**

WHEREAS, the City of North Salt Lake last completed a comprehensive General Plan update in 2013; and

WHEREAS, the City of North Salt Lake successfully obtained grant funds using the Technical Planning Assistance Program and now contemplates entering into an agreement with the Utah Department of Transportation (UDOT) to utilize grant funds for the project; and

WHEREAS, the City Council has previously approved the project in the FY24 budget, including the grant and matching funds (\$90,000 and \$60,000, respectively); and

WHEREAS, City staff have performed a competitive search for qualified consulting firms and have determined that the best firm for this project is Landmark Design; and

WHEREAS, the City Council previously instructed City staff to cause to be prepared a contract for services with Landmark Design and that contract has been presented to the City Council for action.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

Section 1. The City of North Salt Lake approves the attached agreement with Landmark Design for consulting services related to the General Plan Update as outlined in the attached agreement and hereby authorizes the City Manager to execute said agreement.

Section 2. Effective Date. This resolution shall become effective immediately.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 6th day of February, 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Van Langeveld _____

AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 2024, by and between LANDMARK DESIGN, INC., a Utah Corporation, hereinafter referred to as "Consultant" and City of North Salt Lake, hereinafter referred to as "Client."

WITNESSETH

WHEREAS the Client desires to engage Consultant to provide professional and technical services to complete the **Update the North Salt Lake General Plan** for the City of North Salt Lake, and

WHEREAS, the Consultant has the resources expertise and the desire to perform such services for and on behalf of the Client.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the parties agree as follows:

1. Agreement: The Client agrees to engage the Consultant as an independent contractor, and the consultant agrees to provide its professional and technical services as hereinafter provided.

2. Scope of Services: The Client and the Consultant agree that the Scope of Service shall consist of Tasks shown on Exhibit "A" attached hereto and incorporated herein. All work must be performed and completed to the satisfaction of the Consultant and the Client. The following items shall be in addition to the scope outlined in Exhibit "A":

- (a) The consultant shall be present at a minimum of two City sponsored events to solicit input on the update;
- (b) Neighborhood meetings/focus groups shall include a minimum of four (4) groups, specifically the neighborhoods of Foxboro, Mid-Town, and East Side and City Businesses;
- (c) Deliverables shall include a Citizen's Guide to the General Plan for publication on the City Website; and
- (d) Submission of the General Plan and all maps in an editable format (InDesign, Word, GIS files)

3. Commencement of Work: Work shall begin on the date of this agreement and will be completed within a period of 13 months beginning in February 2024 and completed by March 2025 or earlier, unless extended by mutual agreement of the Client and the Consultant.

4. Compensation: As total compensation and expenses, the Consultant shall be paid for services under this Agreement a sum of \$145,035.00 as shown in the Proposed Fees, to be paid monthly for work completed to date. Client agrees to make payment within 30 days of receipt of invoice.

5. Amendments: This Agreement can only be modified or amended in writing. Any change in this Agreement, including any increase or decrease in the amount of Consultant's compensation, shall be mutually agreed upon by the Client and the Consultant and shall be set forth only in written amendments to this Agreement.

6. Independent Contractor Relationship: The legal relationship of the Client to the Consultant with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

7. Representations and Notices: The following are designated as representatives of parties to this Agreement:

(a) The Consultant designates Sam Taylor, President of Landmark Design, Inc., as its representative in all matters under this agreement and all notices given to Consultant shall be by regular U.S. mail to:

Landmark Design Inc.
850 South 400, #104
Salt Lake City, Utah 84101
Attention: Sam Taylor

(b) The Client designates as its representative in all matters under this Agreement and all notices given to Consultant shall be by regular U.S. mail to the above designated representative at:

City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054
Attention: Sherrie Pace

8. Indemnification: The Consultant agrees and covenants to hold harmless and indemnify the Client from claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Consultant, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

9. Successors: The Consultant agrees that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors, subcontractors, and agents.

10. Termination: Either party to this Contract has the right to terminate the agreement on 15 days' notice. In the event such termination occurs, regardless of who initiates the termination, Consultant shall be paid for the work completed to date of termination. In such event, all unfinished work shall, at the option of the Consultant, become its property.

11. Entire Agreement: This Agreement including Exhibit "A," contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written, and may only be modified or amended in writing or executed by authorized individuals of Consultant and Client.

12. Jurisdiction: This agreement shall be governed by the laws of the State of Utah.

IN WITNESS THEREFORE, the Consultant and the Client have hereunto executed this Agreement the day and year first above written.

LANDMARK DESIGN, INC.

By _____
Sam Taylor, President

CITY OF NORTH SALT LAKE

By _____
Ken Leetham, City Manager

Attest: _____
Wendy Page, City Recorder

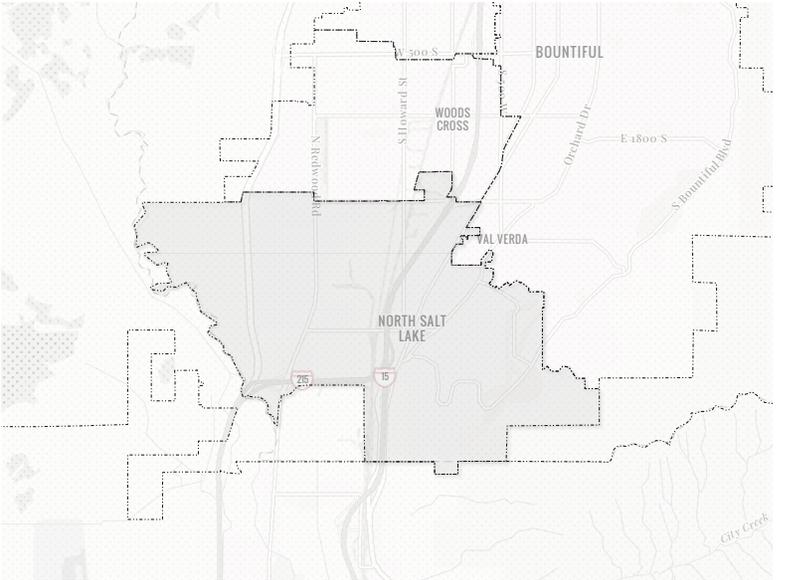
1 STATEMENT OF STUDY APPROACH

Situated at the southern end of Davis County, the **City of North Salt Lake is a cherished community** that many people call home. With its adjacency to the Wasatch Mountains and a unique setting between work centers in Salt Lake City and Davis County, the City provides a high quality of life to its residents and is an enviable place to live. Growth and development pose both opportunities and challenges for maintaining and enhancing the characteristics that people love about this place, necessitating a proactive planning approach.

Now is the time to make good choices. With the last vestiges of remaining open land soon to be developed, an updated general plan is essential to retain the essence of what residents value about North Salt Lake, while forging a clear path forward in solidifying the City's identity and quality of life as it approaches buildout. A **robust community engagement process** lies at the heart of this process, which strives to reach all corners of the community and ensure that many perspectives are reflected in the new plan. Public input will help develop a clear vision that strengthens and protects existing neighborhoods while identifying new opportunities to establish and reinforce special districts and nodes for visitors and residents alike.

Understanding specific opportunities for this nearly built-out community is essential to strengthen neighborhoods and foster economic success. North Salt Lake is a place where new growth is most likely to occur through targeted infill and redevelopment. The City is uniquely positioned with a robust business community and regional access opportunities. Tied to the City's economic strength is the challenge of being physically divided, with the separation of neighborhoods by a dense barrier of transportation and industrial infrastructure. This plan will aim at linking the community together, connecting neighborhoods to each other and the emerging Town Center. The plan must clearly identify how to align economic development efforts with a **clear land use vision** and **well-connected transportation network** that moves automobiles, pedestrians, and cyclists through the area safely and efficiently while expanding choices and removing barriers. This process is also an opportunity to **explore new ideas** to meet changing needs, which will be supported through activity center development, new housing options, and other targeted investments that make the City of North Salt Lake a more attractive and desirable City while maintaining its unique identity.

The Landmark Design Team understands how to achieve these goals. We will utilize our experience and knowledge to ensure the updated general plan is complete and thorough, incorporating the identified elements/chapters outlined in the RFP with the flexibility to address unanticipated issues and ideas that emerge during the visioning process. Much groundwork has already been laid for this plan in recent years, and our focus will be to synthesize and incorporate the foundations of other relevant planning studies into the updated plan. Our approach begins with establishing a clear vision for the future and then translating it into a complete, long-reaching, and comprehensive general plan, as described in the following pages.



SUMMARY OF ANTICIPATED TASKS

The Landmark Design Team will utilize a variation of the classic planning paradigm to develop the plan, as follows:



(1) Review Existing Plans + Documentation/Project Kickoff

This task is designed to get the Landmark Design Team “up to speed” with past planning processes and existing conditions. We will review existing and past plans, including the *2013 General Plan*, *2016 Town Center Master Plan*, *Moderate Income Housing Plan*, *South Davis Active Transportation Plan*, *Town Center Branding Study*, *Town Center Traffic Circulation Study*, *Town Center Market Analysis*, and other relevant plans and studies. We also anticipate a field trip with staff and others at this stage to collect information about existing conditions.

(2) Community Engagement

A robust community engagement process is critical to understanding the needs of residents and an overall vision for what the community wants the City to become. We will engage the community and stakeholders through a multi-faceted approach, including the formation of a Plan Steering Committee, the development of a project website, public meetings, stakeholder interviews, and briefings with City leadership.

(3) Assess Goals + Values

We will revisit the community vision expressed in the General Plan and Town Center Master Plan, establishing new goals and priorities as determined by feedback received through the community engagement process. The revised vision will set the framework for the development of the plan.

(4) Analysis + Alternatives Development

The Landmark Design Team will analyze issues and data, blending the information obtained during the Plan Steering Committee meetings with our analysis of existing conditions, plans, and documents. Once existing conditions have been documented and analyzed, the planning team will develop the critical elements for review by the Plan Steering Committee and the public. These will include a range of alternative plan ideas and options.

(5) Draft General Plan

The Draft Plan will update the community profile and detail the plan elements to address land use; the Town Center; transportation; housing; water use and preservation; economic development; parks, recreation, trails, and open space; and other topics that may emerge. The Draft Plan will then be presented for review and refinement.

(6) Draft Final General Plan

Once the Open House meeting has been held and comments received and analyzed, a Draft Final Plan will be developed, incorporating necessary revisions and summarizing the vision, planning implications, and future growth directions of the City.

(7) Adoption Process/Final General Plan

The Landmark Design Team will present the Draft Final City of North Salt Lake General Plan to the Planning Commission and City Council as part of the approval process. Once approved, final changes will be made and the adopted plan delivered.



COMMUNITY ENGAGEMENT APPROACH

In order for the future community to match its long-term vision, we will utilize a robust public participation and outreach process as the basis for defining how the City wants to grow. We believe it is essential to maintain a dialogue with the public, ensuring that all members of the community have an opportunity to weigh in as the plan is developed, updated, and adopted. The following is a public outreach process we propose for meeting that goal.



A. Plan Steering Committee

We propose the creation of a Plan Steering Committee to help inform the planning team and give direction to the planning process. This group may include representatives of City staff, decision-makers, stakeholders, and the public. Representatives from UDOT, UTA, utility providers, and the business community may also be included as required. They will actively work with our team, meeting three times at key junctures and providing overall guidance during the planning process.

B. Project Website

We will maintain a project website as a hub for online public involvement. Linking through the City's website and social media platforms, the public will be able to track the plan's progress, access draft documents and review concepts, and submit comments. We will also utilize the website and social media to reach out to the local artist community for engagement.

C. SocialPinpoint Online Engagement

We have had great success engaging the public through SocialPinpoint™, an interactive geospatial comment tool, and propose utilizing this platform in the early stages of the project for public scoping to identify needs, desires, and issues. Linked via the project website, this platform gives the public an additional opportunity to meaningfully engage with the planning process. Comments provided through this platform will then be categorically analyzed, with a summary report provided to City staff and the Plan Steering Committee.

D. Public Meetings + Workshops

We will engage with the community through three public meetings targeted to receive direct feedback on ideas and concepts for the plan. The first, a Public Scoping Meeting, will help identify community needs, desires, and issues, which will have bearing on the development of guiding principles for the plan. The second, an Alternative Futures Public Workshop, will present key alternative concepts and ideas based on the input received from the community and results of our existing conditions analysis. Public feedback collected at this workshop will aid in the selection of a Preferred Alternative as a basis for the Draft Plan. The third meeting will present the document at a Draft Plan Open House near the end of the process to ensure the planning direction is well-understood and embraced before being submitted for adoption.

E. Stakeholder Interviews

Stakeholder Interviews will be used to ensure the voices of key stakeholders or interest groups are heard. This might include focus meetings with community leaders, business interests, specific neighborhood groups such as those living within the Town Center, local artists, youth, and others. We anticipate City staff will participate in these meetings to ensure local knowledge is understood and interpreted correctly.

F. City Leadership Briefings

Our experience has found engagement of city leadership at key stages of the planning process to be invaluable in obtaining support for plan adoption. We propose meeting with members of the Planning Commission and City Council in a joint session mid-stage to review concepts and the direction of the plan, providing a summary of findings and soliciting feedback as appropriate. During the adoption process, we will also brief the Planning Commission and City Council on the Draft Plan prior to public hearings and approvals.



ASSESSING GOALS + VALUES

Our community engagement process will be pivotal in helping to clarify how the City wants to evolve. With feedback received from the Public Scoping Meeting, we will establish a set of guiding principles rooted in the vision of the existing *2013 General Plan* and *2016 Town Center Master Plan*. Since the City is nearly built-out and these documents are likely to remain relevant, we assume that many opportunities for achieving community goals and addressing issues will lie in specific details through “tweaks” and modifications rather than wholesale changes. However, this remains to be verified once a unified vision emerges.

ANALYSIS OF EXISTING CONDITIONS + ALTERNATIVE CONCEPTS

We will document and analyze existing conditions in the earliest stages of the process, focusing on the elements identified in the RFP along with additional assessments for your consideration, as follows:

Land Use – engaging and easy-to-understand future land use map / visioning for commercial districts and key corridors / zoning change recommendations / coordination with transportation and other elements

Transportation – street and pathway connectivity improvements / intersection control / active transportation routes / public transit options / improved access and connectivity across I-15, railways, and other “barriers” / impacts from planned highway construction

Housing – State statute requirements and Moderate-Income Housing options / investigation of new and diverse housing types / neighborhood preservation enhancement strategies as part of housing assessment/ infill / impact of recently mandated accessory dwelling unit legislation and other possible changes in the future

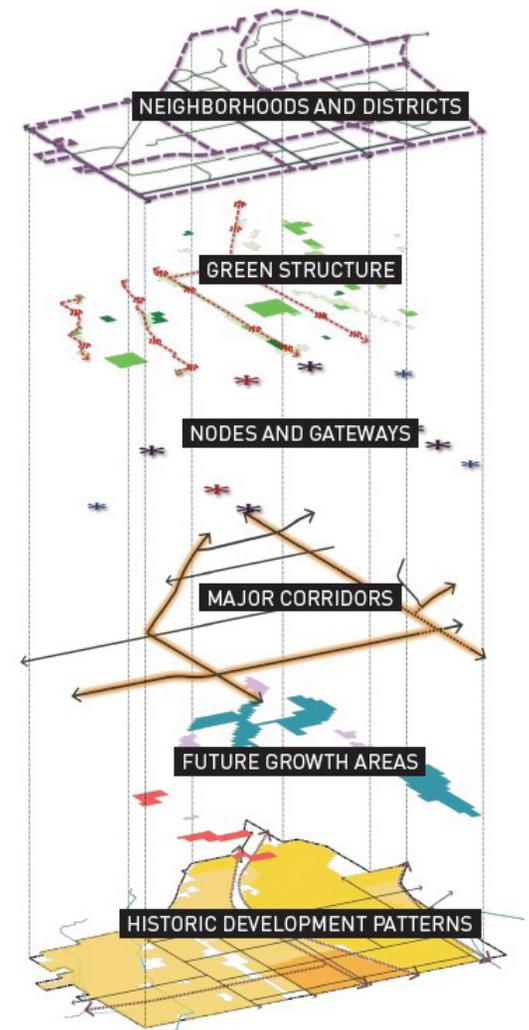
Parks, Recreation, Trails, and Open Space – existing and future needs assessments / LOS and distribution analysis / enhancement options for existing parks / integrated park, open space and trail system plan / acquisition, implementation and cost assessments and strategies

Economic Development – strategies to enhance community identity and viability for business in key locations / strategies to increase the tax base while maintaining the existing scale and “sense of place” / market analysis and sales leakage study to identify strengths and weaknesses for attracting businesses / strategies for encouraging desired business types and nodes/ local retention strategies

Water Use and Preservation – State statute requirements / effects of development on water demand and infrastructure / water conservation policies and strategies / principles of sustainable landscaping

Environment and Sustainability – natural systems assessment and implications / “green” systems and initiatives / water quality / urban forest and green structure / clean air and noise reduction strategies / dark skies

The existing conditions analysis is crucial for clarifying the baseline conditions and informing the Alternative Concepts that reflect specific opportunities and conditions. A Preferred Alternative will eventually emerge, at which stage we will dive deeper to create a clear and cohesive blueprint for the future.



Example of “deconstructing” a city, then reassembling it to match the future vision. From Roy General Plan (2022).



DEVELOPMENT OF THE PLAN ELEMENTS

We will apply the Guiding Principles, our technical analyses, and the Preferred Alternative to establish the direction of the plan. We anticipate working closely with City staff and the community throughout this process to ensure the ideas and details are fully embraced and reflect the vision of the City of North Salt Lake. We will give special attention to land use and transportation, focusing on their intersection with the other elements of the plan as follows:

Community Profile

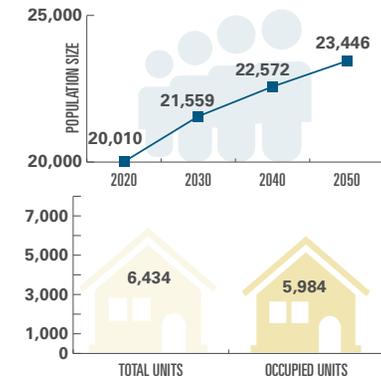
The updated community profile will include data and graphics that tell the story of North Salt Lake, trends over the years, and comparisons with surrounding communities. Data will be mapped so that the City can see changes in land uses, population density, and household characteristics by location. Based on historical data and trends, availability of land, WFRC data and other inputs, projections will be made for future population and employment growth in the City. This information forms the foundation for analyzing future housing needs as well as appropriate land uses.

Land Use Element

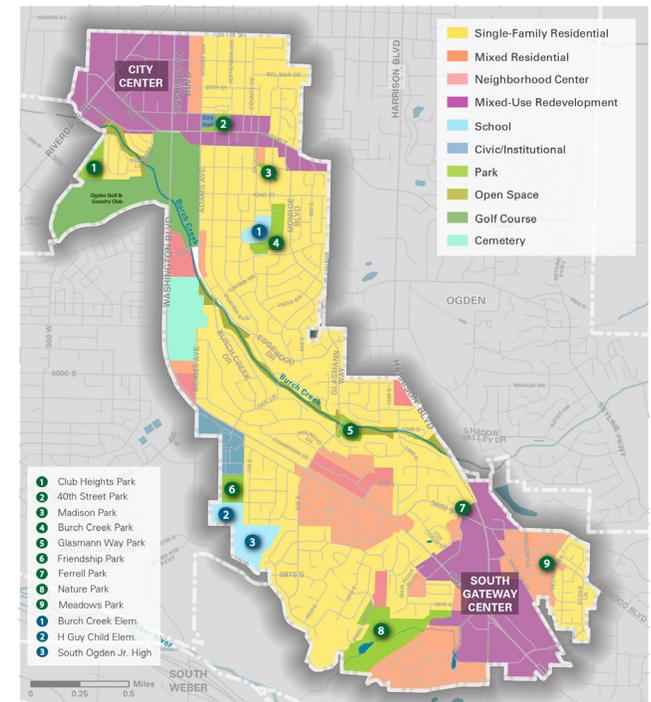
Landmark Design will utilize the public input and guiding principles for the plan to examine land use in detail throughout the City. We will focus on opportunities for remaining infill areas and redevelopment along key corridors to establish distinctive nodes and districts for economic development, to provide affordable housing, and enhance placemaking. This analysis will inform and respond to proposed transportation improvements to ensure synergy with the rest of the City. In addition, we will examine opportunities for the integration of affordable housing models that are compatible with existing neighborhoods, the impacts of proposed development on water use, and opportunities for the preservation of open space and its integration into the park system.

Another important aspect of the land use assessment will be a detailed examination of commercial and industrial uses within the City. With new developing trends in commercial retail, office, and industrial markets, a balanced portfolio of development sites is required to capitalize on those that can provide maximum fiscal revenues to the City and thus provide for fiscal sustainability, while releasing any surplus for higher uses in redevelopment as mixed-use, residential, or other emerging needs. Recognizing that North Salt Lake is largely built-out, our efforts will be focused on identifying these potential redevelopment areas – areas that are deteriorating, not performing well, have new or planned transportation access and visibility, or that have less than ideal current uses given the potential of those sites.

Once a framework of key activity centers and nodes is established in conjunction with a balanced ratio of commercial-residential development, we will reexamine current land uses as a whole to develop a future land use map for the City that reflects the new vision for highest and best uses of land. We will also reexamine existing zoning districts and make recommendations for revisions to the zoning ordinance to align it with the new land use vision. The result will be a detailed future land use plan for the City that strikes a balance between effective placemaking and functional requirements to guide the City of North Salt Lake's future development in a meaningful way.



Example of community profile graphics highlighting population trends and total housing units. From South Ogden General Plan (2023).



Example of future land use plan, highlighting key districts and public open space. From South Ogden General Plan (2023).



Town Center Master Plan

The *Town Center Master Plan* remains an important document in establishing a direction for the development of the Town Center, a key activity center which will ultimately shape the identity of North Salt Lake. While the plan has been influential in guiding the development of a few catalytic projects for the City, there have been some difficulties in the full implementation of the vision. Based on the feedback received by the public, we will evaluate the *Town Center Master Plan* and give it a “tune-up,” adjusting the goals and policies while leaving the plan intact. We will also develop general recommendations for the creation of specific design guidelines and ordinances to be completed as part of a future planning effort.

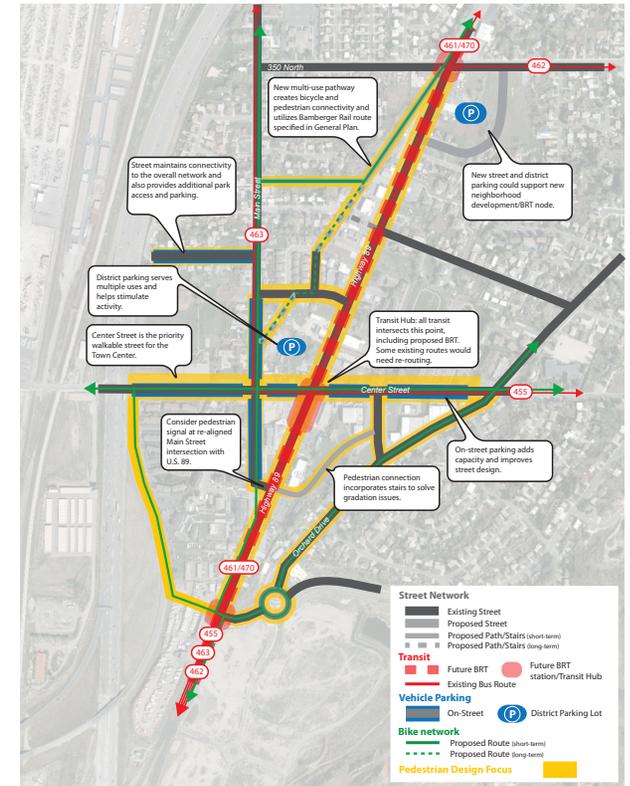
Transportation Element

Our team’s approach to the Transportation Element is to synthesize North Salt Lake’s planning for the range of transportation modes to help inform the overall vision for the community and its neighborhoods and districts. The plan will develop an approach to the overall transportation network that embodies the General Plan vision. The Transportation Element will focus on access to and the walkability of the City’s evolving activity centers, especially its Town Center. Township + Range will develop visions and goals for connectivity, access, mobility, and urban design for the various centers in North Salt Lake, including the Town Center and mixed-use centers at 1100 North/2600 South, along Orchard Drive, and in the Foxboro/Redwood Road area.

We will identify additional opportunities by synthesizing current active transportation plans such as the *South Davis Active Transportation Plan* and the City’s planning and implementation of the Town Center with the vision developed for the General Plan, including specific improvements to the pedestrian environment and bicycle facilities that can help implement the vision. We will also identify strategies to improve first-last mile connections to transit stops and planned Davis-SLC Community Connector stations.

Ongoing and planned regional transportation investments will impact and improve future mobility patterns and options in North Salt Lake. Kimley-Horn will examine multiple projects as part of this process, assessing vehicular access and circulation for the updated General Plan, including the following:

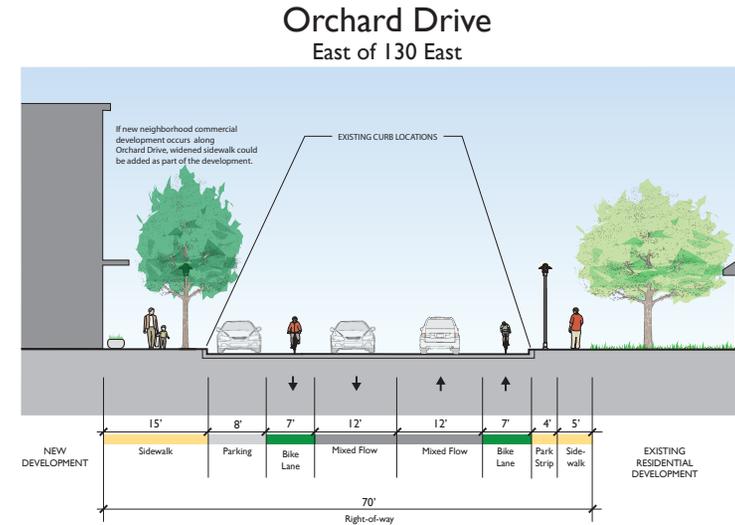
- **UDOT, I-15 EIS (Environmental Impact Statement)** – In March of 2022, the Utah Department of Transportation (UDOT) began the Environmental Impact Study (EIS) for a needs assessment to improve mobility and address growth along Interstate 15 (I-15). The I-15 EIS study area extends from Farmington to Salt Lake City, passing through North Salt Lake where the proposed reconstruction of I-15 will significantly impact local traffic and transportation systems. The planned addition of a new interchange at the south end of North Salt Lake will influence traffic patterns throughout the City. The proposed new interchange will provide direct access to both northbound and southbound I-15 and full access to I-215, reducing reliance on 2600 N in Woods Cross. The project also removes the current Center Street off-ramp, directly impacting the Town Center area. The new interchange may reduce the need for large trucks to use Highway 89 to access northbound I-15, reducing their impact on the City. From a land use perspective, improved access may introduce new commercial opportunities for the City.
- **UTA (Utah Transit Authority), Davis-SLC Connector, Bus Rapid Transit** – UTA is planning a new enhanced bus/bus rapid transit route that extends from Farmington to the University of Utah. The system will replace existing Route 455 and Route 470. The system will pass through North Salt Lake City’s Town Center. The General Plan should identify strong multimodal connections to the BRT for pedestrians and bicycles, as well as convenient park and ride access. The General Plan should encourage transit-supportive land uses, including Town Center development and streetscape enhancements to contribute to the project’s success.



Transportation Element Continued

In the context of planned projects, the General Plan is also an opportunity to revisit key mobility corridors in North Salt Lake, including Orchard Drive, Center Street, and Redwood Road. Center Street and Redwood Road are important freight corridors serving adjacent industrial uses. As a UDOT facility, Redwood Road provides critical access to I-215. However, its auto-focus also presents a barrier for east-west travel for those who choose to walk or bicycle. The Transportation Element may explore whether multimodal improvements to Redwood Road are desired, in balance with maintaining its ability to adequately serve freight uses.

Orchard Drive is a key commuter corridor leading to US 89 and I-15. While Orchard Drive already has many elements of a complete street – sidewalks throughout most of the corridor, and modest traffic volumes – it can be enhanced to better meet needs.



Moderate-Income Housing Element

The goal of the Moderate-Income Housing Element is to create a balanced housing plan for the City. The housing chapter will be prepared by ZPF and will include all elements required by Utah Code 10-9a-403 for the moderate-income housing report that is required to be filed annually, including estimates of the City's housing needs based on 30%, 50%, and 80% of AMI. These needs will be compared with the available supply of both owner-occupied and rental units. In addition to sourcing an updated and discernible data set so that it can be easily updated, we will use GIS mapping to tell the story of housing in North Salt Lake. We will then coordinate with the City to update goals and strategies for inclusion in the housing plan, drawing upon synergies developed in the land use assessment.

Parks, Recreation, Trails, and Open Space Element

North Salt Lake is uniquely equipped with a wide range of park, open space, and trail amenities, ranging from natural lands to more developed parks and recreation facilities. As the City continues to grow, it will be important to take stock of existing recreational assets and identify opportunities for maintaining or improving the level of service for these features to the community.

As part of our approach to this element, Landmark Design will determine the existing and future Levels of Service (LOS) and conduct a Distribution Analysis to determine where park needs are being met and where there is room for improvement. This section will also include park standards correlated with the community desires and values gleaned from the community engagement process. The standards will determine acreage requirements for each type of park and recreation facility, which will be projected into the future for the short-term planning horizon. These findings will be projected forward, and with the input of City staff, we will determine service levels and distribution patterns to meet future needs.

The plan will also include an analysis of individual park amenities according to both the park standards and a population-based amenity ratio. Shortcomings and/or over-provision of parks and amenities will be analyzed for a 10-year planning horizon, and the results will be reviewed with City staff to determine future direction. In addition to developed parklands, we will also document the City's open space system and make recommendations that capture the community's desire for open space as part of a comprehensive recreation system.



Parks, Recreation, Trails, and Open Space Element Continued

We will address existing recreation programs and facilities generally, making recommendations for meeting existing and future needs, including a discussion of potential improvements. These recommendations will be based on public feedback on unmet needs, coupled with a high-level analysis of the City’s recreation programming.

In conjunction with the Transportation Element, we will analyze the existing recreational trail system. This will include preparing an updated map of the existing trail system, including connections to adjacent communities and public land, creating charts and matrices as required, and identifying a proposed trails system that complements the network that is already established. Various types of trails will be considered and classified, as well as support facilities adjacent to or incorporated into the trail system.

Economic Development Element

Based on the market analysis conducted as part of the land use assessment, we will update the economic development element with current data and recommendations for maximizing sales capture.

Water Use and Preservation Element

The City’s Water Use and Preservation Element was recently completed in 2023. We anticipate that this plan still remains relevant and will incorporate the element into the General Plan document, making only minor revisions as necessary.

Environment and Sustainability Element or Other Special Topics

The goal of the Environment and Sustainability Element is to examine key environmental systems and their relationship to other plan elements in creating a balanced plan for the City. This chapter will examine important topics such as air and water quality, noise and light pollution, and urban forestry. If the City feels that another special topic should be explored, we can reallocate our efforts to that subject as required.

Goals, Policies, and Implementation Measures

In order to ensure realization of the plan, each element will conclude with a list of strategies aimed at implementation of the vision, with specific measures identified for future action. The goals, policies, and implementation measures provided will directly build on the vision established through public involvement, the input of the Steering Committee and City staff, and the detailed findings in each element of the plan.



ACTION ITEMS	SCORING CRITERIA			PRIORITY SCORE	PHASING			
ITEM 1								
Create a Small Area Master Plan for a community gathering place, establishing the site, details and function of the space. Consider actively programming this new public amenity to attract business activity and enhance the economic benefits from the investment of public funds. 	Cost	Impact	Ease	16	0-5 Years			
						\$ 9	High 6	Easy 3
						\$\$ 6	Medium 4	Moderate 2
\$\$\$ 3	Low 2	Difficult 1						
ITEM 2								
Conduct a study to determine feasibility of implementing two grade-separated or at-grade street crossings along Washington Boulevard. Implement results. 	Cost	Impact	Ease	16	0-5 Years			
						\$ 9	High 6	Easy 3
						\$\$ 6	Medium 4	Moderate 2
\$\$\$ 3	Low 2	Difficult 1						

Example of an implementation matrix from the South Ogden General Plan (2023). Key catalytic projects were extracted from the implementation measures in each chapter and specific action items and projects were recommended for prioritized implementation to ensure the City grows and develops as envisioned

DRAFT FINAL GENERAL PLAN + ADOPTION PROCESS

Following the completion of the Draft Plan, we will present the plan to the Steering Committee and a Public Open House. Feedback received during this review period will be used to revise the plan in preparation for adoption, resulting in the Draft Final Plan. We will assist the City in the adoption process by making a presentation of the Draft Final Plan to both the Planning Commission and City Council, making additional adjustments to the document as necessary based on their feedback. The completed Final General Plan will be a concise and graphic document that is readily accessible and understood by the public. Each element will conclude with a list of strategies aimed at implementation of the vision, with specific measures identified for future action. The plan will also include brief user-specific guidelines aimed at City leadership, citizens, and developers to help understand how to best utilize the plan. We will deliver the plan in hard copy and pdf format to the City along with all GIS mapping files for future use.



ESTIMATED PERSON HOURS

FIRM	LANDMARK DESIGN			ZIONS PUBLIC FINANCE		TOWNSHIP + RANGE		KIMLEY-HORN		
Staff	Sam	Lisa	Staff	Susie	Staff	Tim	Sophie	Brent	Eric	Hours by Task
Tasks										
Coordination with Team & City Staff	24	24	8	16	8	16	8	6	4	114
1. Review Existing Plans & Documentation	4	8	4			2	8	4	2	32
2. Community Engagement & Outreach										0
A. Steering Committee Meetings (3)	8	12	0			8	8	3	3	42
B. Project Website	0	4	16							20
C. SocialPinpoint Online Engagement	2	16	36	0				0		54
D. Public Meetings (3)	15	24	36			8	8	2	4	97
E. Stakeholder Interviews (3)	3	8	0			2	2			15
F. Leadership Briefings (3)	6	6	0			2	2			16
3. Assess Goals & Values	4	8	8			8	8	2	2	40
4. Analysis & Alternatives Development	12	24	24	8	30	12	26	6	10	152
5. Draft General Plan										0
A. Introduction and Community Profile	1	4	12	2	20					39
B. Land Use Element	6	16	36	4	6	4	4			76
C. Town Center Master Plan	6	12	24			4	4			50
D. Transportation Element	2	4	6			16	30	10	30	98
E. Moderate Income Housing Element	2	4	6	4	32					48
F. Parks, Recreation, Trails & Open Space Element	4	18	36							58
G. Economic Development Element	1	4	6	4	6					21
H. Water Use and Preservation Element	1	2	4							7
I. Environment or Other Special Topics	2	8	16							26
J. Implementation Strategies	4	16	8			4	4	2	2	40
6. Draft Final General Plan	6	12	8					1	3	30
7. Adoption Process/Final General Plan	4	8	4					1	3	20
TOTAL HOURS BY STAFF	117	242	298	38	102	86	112	37	63	1,032



PROJECT ORGANIZATIONAL CHART



City of North Salt Lake

Plan Steering Committee

Landmark Design

City Staff/ Liaison

Sam Taylor PLA, ASLA
Principal-in-Charge + Owner

Lisa Benson, AICP, PLA, ASLA
Project Manager/Point of Contact

Aubrey Larsen
Project Planner

Key Duties

Project Management / Plan Review / Public Engagement / Goal, Value, & Policy Assessment / Land Use Assessment / Town Center Master Plan / Urban Design Recommendations / Parks, Recreation, Trails, and Open Space Assessment / Planning, Research & Analysis / Mapping & Plan Production

PROJECT MANAGEMENT LOCATION

Landmark Design
Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300

Team Availability and Schedule Control

Landmark Design and its team members are currently completing or will have decreasing responsibility on several long-standing projects, which will allow our staff to readily assume additional work of the nature indicated. Landmark Design takes great care to ensure that the quality of work we produce meets your needs and expectations. Once a final schedule is determined, it will be followed, managed, and modified if needed. The Landmark Design Team project manager will review the schedule weekly, identify any potential problem areas, and report to the City's Project Manager any issues that may affect the schedule. Key milestones will be identified, important and timely reviews scheduled, and the all-important communications process implemented to assure the project stays on schedule.

Landmark Design is experienced with projects that are strictly scheduled and budgeted and understand the importance of initiating and maintaining communication channels between our team members, clients, interest groups and community groups in a manner that results in projects that are supported, accepted and implemented. The recent clients listed in our references can confirm Landmark Design's ability to deliver a project services in a timely manner.

Township + Range

Tim Sullivan, AICP
Principal, Transportation Planner

Sophie Bellina
Planner

Key Duties
Transportation Needs & Opportunities / Active Transportation / Urban Design & Placemaking

Kimley-Horn

Brent Crowther, P.E., PTOE, RSP
Senior Associate, Transportation Planner

Eric Sweat, P.E.
Transportation Planner

Key Duties
Multimodal Circulation/Transit/Freight/ Traffic Analysis

Zions Public Finance

Susan Becker, AICP
Vice President

Key Duties
Update Community Profile / Assess Moderate Income Housing Element / Market Analysis and Economic Development



5 PROPOSED SCHEDULE & PROJECT MILESTONES

As illustrated in our proposed schedule, the Landmark Design Team proposes a 11-month planning process for preparing the plan. Assuming we receive a notice-to-proceed in **February** 2024, the draft plan will be ready for adoption beginning in **January** 2025. We anticipate two months for adoption to be complete. While this schedule is based on our experience with similar projects, we are happy to discuss adjustments and refinements to meet your needs. We assume a presentation to the Planning Commission and City Council as part of the adoption.

TASKS	2024											2025	
	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Planning Process	1	2	3	4	5	6	7	8	9	10	11	12	13
1 Review Existing Plans & Documentation	●												
2 Community Engagement & Outreach													
A. Plan Steering Committee		★			★				★				
B. Project Website													
C. SocialPinpoint Online Engagement													
D. Public Meetings		* 1				* 2				* 3			
E. Stakeholder Interviews													
F. Leadership Briefings					◆						◆		
3 Assess Goals & Values													
4 Analysis & Alternatives Development													
5 Draft General Plan													
6 Draft Final General Plan													
7 Adoption Process/Final General Plan													

- *Kick-off Meeting*
- ★ *Steering Committee Meeting*
- * *Public Meeting/Workshop*
 - 1. *Public Forum (Scoping)*
 - 2. *Alternative Futures Public Workshop*
 - 3. *Draft Plan Open House*
- ◆ *City Leadership Briefing*
- *Draft Plan Review*



6 PROPOSED FEE

As illustrated below, the Landmark Design Team proposes a fee of \$145,035 to prepare the updated City of North Salt Lake General Plan as described in our proposal. We acknowledge that we can effectively complete the project within this budget. Please note that firm and staff hours and fees are estimated by task according to established rates. All expenses for mileage, travel, workshop preparation and similar project needs are included.

FIRM	LANDMARK DESIGN			ZPF		TOWNSHIP + RANGE		KIMLEY-HORN		Hours by Task	Fees by Task
	Staff	Sam	Lisa	Staff	Susie	Staff	Tim	Sophie	Brent			Eric
Tasks											
Coordination with Team & City Staff	24	24	8	16	8	16	8	6	4	114	\$14,450
1. Review Existing Plans & Documentation	4	8	4			2	8	4	2	32	\$3,840
2. Community Engagement & Outreach											
A. Steering Committee Meetings (3)	8	12	0			8	8	3	3	42	\$5,365
B. Project Website	0	4	16							20	\$2,220
C. SocialPinpoint Online Engagement	2	16	36	0				0		54	\$6,290
D. Public Meetings (3)	15	24	36			8	8	2	4	97	\$11,795
E. Stakeholder Interviews (3)	3	8	0			2	2			15	\$2,045
F. Leadership Briefings (3)	6	6	0			2	2			16	\$2,300
3. Assess Goals & Values	4	8	8			8	8	2	2	40	\$4,770
4. Analysis & Alternatives Development	12	24	24	8	30	12	26	6	10	152	\$18,400
5. Draft General Plan											
A. Introduction and Community Profile	1	4	12	2	20					39	\$4,975
B. Land Use Element	6	16	36	4	6	4	4			76	\$9,620
C. Town Center Master Plan	6	12	24			4	4			50	\$6,070
D. Transportation Element	2	4	6			16	30	10	30	98	\$7,970
E. Moderate Income Housing Element	2	4	6	4	32					48	\$6,520
F. Parks, Recreation, Trails & Open Space Element	4	18	36							58	\$6,910
G. Economic Development Element	1	4	6	4	6					21	\$3,095
H. Water Use and Preservation Element	1	2	4							7	\$865
I. Environment or Other Special Topics	2	8	16							26	\$3,110
J. Implementation Strategies	4	16	8			4	4	2	2	40	\$4,970
6. Draft Final General Plan	6	12	8					1	3	30	\$3,705
7. Adoption Process/Final General Plan	4	8	4					1	3	20	\$2,395
TOTAL HOURS BY STAFF	117	242	298	38	102	86	112	37	63		
TOTAL FEE BY STAFF	\$20,475	\$32,670	\$31,290	\$9,500	\$12,750	\$12,900	\$7,840	\$7,215	\$10,395	1,032	\$145,035
SUBTOTAL BY FIRM	\$84,435			\$22,250		\$20,740		\$17,610			
TOTAL FEE	\$145,035										





NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8722
karvnb@nslcity.org

BRIAN J. HORROCKS
Mayor

KARYN BAXTER, PE
City Engineer

MEMORANDUM

TO: Honorable Mayor & City Council
FROM: Karyn Baxter, City Engineer
DATE: February 6, 2024
SUBJECT: Consideration of Resolution 2024-02R adopting the City of North Salt Lake Storm Water Design Manual

RECOMMENDATION

Staff recommends the City Council approve Resolution 2024-02R, adopting the City of North Salt Lake Storm Water Design Manual.

BACKGROUND

Storm water design requirements currently exist in the City Code for North Salt Lake in both Chapters 8 and 10. There are specific requirements for all new development, redevelopment, and existing businesses. Most residential areas of the City have storm water controls that are built as part of the overall subdivision, with detention basins and storm water conveyance systems that are owned and maintained by the City.

Storm water infrastructure is typically designed by consulting engineers working for owners or developers, and then reviewed by the Engineering Department for accuracy and compliance with City Code, as well as state regulations. Some businesses and industrial areas in the City were built prior to storm water regulations that limit the discharge of water, and more recent changes to state regulations have impacted the method by which these calculations are done.

REVIEW

The City storm water system basins and pipes are designed for a controlled rate of discharge rate from private properties. When a storm event occurs, the intensity of the storm peaks for the first ten minutes of the storm, then reduces over time. The basic principle behind storm water design has historically been to collect the water during this peak storm event window and release it at a controlled rate until all the water has been released. When rainfall is contributing more water than is being released, the basin fills. As the intensity of the rain event subsides, the water continues to be released at the same controlled rate and does not overwhelm the storm drain distribution system.

New requirements for storm drain calculations have been mandated since 2021 by changes to the Utah Pollutant Discharge Elimination System (UPDES) Permit. These changes were introduced in 2020 and

require that a certain volume of water be retained on site. The 80th Percentile Storm Event is basically the volume of water not exceeded in 80% of all runoff producing rainfall storm events. This volume of water must be retained under the state permit, and only water that exceeds that calculated volume may be released to the storm water system. In areas with very high groundwater or very low percolation rates, the requirement is to retain whatever volume is technically feasible, with detention and controlled release for the excess volume.

As there are small variations in historical data, rainfall intensity curves, and different methods for completing hydrology calculations, a Storm Water Design Manual has been created. This manual includes the location-specific data for North Salt Lake, as well as the calculation steps used to determine the required volume for storm water retention or detention. This will both increase the uniformity of storm water calculations and simplify the method of providing these design requirements to the consulting engineers working for property owners and developers in the City.

POSSIBLE MOTION

I move the City Council approve Resolution 2024-02R: A Resolution Adopting the City's Storm Water Design Manual.

Attachments:

- 1) Resolution 2024-02R
- 2) City of North Salt Lake Storm Water Design Manual

RESOLUTION NO. 2024-02R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
NORTH SALT LAKE ADOPTING THE NORTH SALT LAKE STORM
WATER DESIGN MANUAL**

WHEREAS, the City desires to ensure compliance with local and state regulations for storm water control under existing City Ordinances and the Utah Pollution Discharge Elimination System (UPDES); and

WHEREAS, the City desires to simplify the submittal and review process for new development and redevelopment by providing uniform hydrology data and calculations; and

WHEREAS, this document was created to guide developers, property owners, and engineers in hydrology calculations for stormwater design and will apply to all new development moving forward; and

WHEREAS, technical revisions and corrections to the manual may be completed from time to time, as needed, to maintain consistency with industry standards and the UPDES Program.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake that:

Section 1. The City of North Salt Lake Storm Water Design Manual is hereby adopted, as set forth in the attached Exhibit A.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 6th day of February, 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Van Langeveld _____

EXHIBIT A

The City of North Salt Lake

STORM WATER DESIGN MANUAL



February 2024

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CHAPTER 1: REGULATIONS

The federal, state, and local regulations shall be followed for all stormwater discharge and design. This chapter provides general information on related federal and state laws and regulations, and North Salt Lake City Ordinances. This chapter is informational only. Users of this manual shall verify and comply with all applicable laws and regulations.

1.1 Federal Laws and Regulations

EPA created the National Pollutant Discharge Elimination System (NPDES) in 1972 under the Clean Water Act. The NPDES permit program allows state governments to perform permitting, administrative, and enforcement aspects of this program. Refer to <https://www.epa.gov/npdes> for the latest information.

1.2 State of Utah MS4 Permit

The MS4 permit is one of the sources that is regulated by the Utah Pollutant Discharge Elimination System (UPDES) which is the Utah version of the federal NPDES regulations. For the latest information, please refer to <https://deq.utah.gov/waterquality/storm-water-permits-updes-permits>.

1.3 City of North Salt Lake Ordinances and Storm Water Management Plans

The City of North Salt Lake implemented ordinances for storm water management as described in Title 8 Chapter 5, with additional development guidance in Title 10 Chapter 20 regarding requirements for development and redevelopment. The City has implemented a Storm Water Management Plan (SWMP) to minimize adverse impacts of storm water discharges, and all site plans or subdivision design are reviewed for compliance with current local and state rules and regulations.

CHAPTER 2: SUBMITTAL REQUIREMENTS

The storm water related submittals shall be in compliance with Federal, State, and City regulations/ordinances. Additional plans, reports, and memos may also be required by the Community

Development Department, Engineering Department, or Public Works Stormwater Division.

2.1 General Submission Requirements for Drainage Plan Submittals

1. Site Plan
2. Grading Plan
3. Drainage Plan with Hydrology Calculations
4. Storm Water Pollution Prevention Plan (SWPPP) including Best Management Practices (BMPs)
5. Geotechnical Report (where required)
6. Post Construction (Design, performance, selection of BMPs, and maintenance requirements)
7. Other items listed on the application checklist

2.2 Special Requirements

1. For developments that disturb land greater than or equal to one acre, including projects that are part of a larger common plan of development or sale which collectively disturbs land greater than or equal to one acre, a full SWPPP including Notice of Intent (NOI) shall be submitted. Otherwise, general BMPs shall be submitted for review.
2. Infiltration rate shall be highlighted in the geotechnical report for onsite retention systems.
3. Pre-construction meetings are required, to discuss the SWPPP and any Post Construction BMPs.

CHAPTER 3: NEW DEVELOPMENT HYDROLOGY CALCULATIONS

For new development, the new MS4 permit requires the 80th percentile storm precipitation for the total disturbed area if project limit threshold is met. Refer to Figure 3-1 Design Process Flowchart for New Development.

3.1 80th Percentile Volume

1. Calculated 80th Percentile Precipitation Depth, d_{80} in North Salt Lake

80th Percentile: **0.53 inches** for areas above Highway 89,
 0.46 inches for areas below HWY 89

2. Calculation Steps:

- a. Long-term daily rainfall data was obtained from National Oceanic and Atmospheric Administration (NOAA):
<https://www.ncdc.noaa.gov/cdoweb/datatools/selectlocation>.
- b. North Salt Lake City data was selected and downloaded in .csv
- c. Data was sorted “low to high”
- d. Small precipitation events (< 0.1 inch) were deleted
- e. 80th Percentile Precipitation Depth was calculated

3.2 Calculations

1. Imperviousness

$$\% \text{ Project Impervious Area} = \frac{\text{Post Development Impervious Area}}{\text{Disturbance Limits}}$$

$$\% \text{ BMP Impervious Area} = \frac{\text{Post Development Impervious Area within BMP Drainage}}{\text{BMP Drainage Area}}$$

2. Volumetric Runoff Coefficient

$$R_v = \frac{V_R}{V_p}$$

Where,

R_v – Volumetric Runoff Coefficient

V_R – Measured Runoff Volume, cf

V_p – Total Precipitation Volume, cf

$$V_p = \frac{d_{80}}{12}$$

d_{80} – 80th Percentile Precipitation Depth, in
 A – Parcel Area, sf

In this section, i represents the percent of impervious parcel area, in decimal format.

Reese Method

$$R_v = 0.91 \cdot i - 0.0204$$

NRCS Hydrological Soil Group Method

Table 3-1 NRCS Volumetric Runoff Coefficient

NRCS Soil Group	A	B	C/D
Equation	$R_v = 0.84 \cdot i^{1.302}$	$R_v = 0.84 \cdot i^{1.169}$	$R_v = 0.84 \cdot i^{1.122}$

3. 80th Percentile Volume

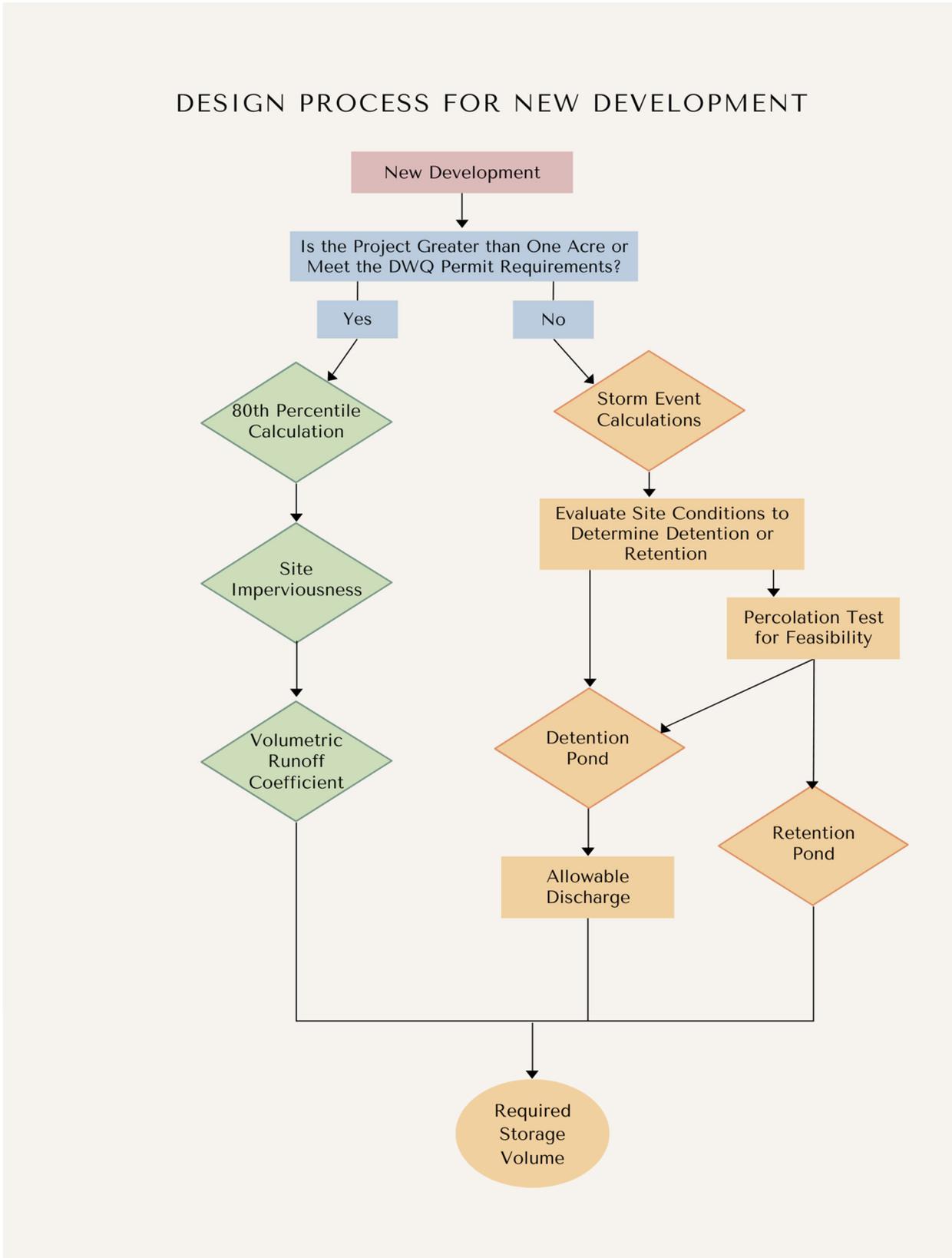
$$V_{80} = R_v \cdot d_{80} \cdot A$$

Where,

V_{80} = 80th Percentile Volume, cf

d_{80} = 80th Percentile Precipitation Depth, ft

Figure 3-1 Design Process Flowchart for New Development



CHAPTER 4: REDEVELOPMENT HYDROLOGY CALCULATIONS

If a redevelopment project results in an increase of imperviousness 5,000 square feet or more, the project shall manage rainfall on-site, and prevent the off-site discharge of the net increase in the volume associated with the precipitation from all rainfall events less than or equal to the 80th percentile rainfall event. Refer to Figure 4-1 Design Flowchart for Re-Development.

If the site being redeveloped does not have existing onsite detention/retention, the entire site may be required to come into compliance with current standards as outlined in Chapter 3 for New Development. If existing impervious areas are to be undisturbed, a phased stormwater control plan may be considered to allow for additional improvements to be made during future parking lot resurfacing or similar activities.

4.1 80th Percentile Volume

1. Percentile Precipitation Depth

80th Percentile: **0.53 inches** for areas above Highway 89, and **0.46 inches** for areas below HWY 89

2. Calculation Steps:

- a. Long-term daily rainfall data was obtained from National Oceanic and Atmospheric Administration (NOAA): <https://www.ncdc.noaa.gov/cdoweb/datatools/selectlocation>.
- b. North Salt Lake City data was selected and downloaded in .csv
- c. Data was sorted “low to high”
- d. Small precipitation events (< 0.1 inch) were deleted
- e. 80th Percentile Precipitation Depth was calculated for the east and west sides of the city, being split by Highway 89.

4.2 Calculations

1. Imperviousness

$$\% \text{ Existing Impervious Area} = \frac{\text{Existing Impervious Area}}{\text{Parcel Area}}$$

$$\% \text{ Redevelopment Impervious Area} = \frac{\text{New Impervious Area} + \text{Existing Impervious Area}}{\text{Parcel Area}}$$

$$\% \text{ Increase} = \frac{\% \text{ Redevelopment Impervious Area} - \% \text{ Existing Impervious Area}}{\% \text{ Existing Impervious Area}}$$

1. Volumetric Runoff Coefficient

$$R_v = V_R / V_P$$

Where,

R_v - Volumetric Runoff Coefficient

V_R - Measured Runoff Volume, cf

V_P - Total Precipitation Volume, cf

$$V_P = \frac{d_{80} * A}{12}$$

d_{80} - 80th Percentile Precipitation Depth, in

A - Parcel Area, sf

In this section, I represents the percent of impervious parcel area, in decimal format.

Reese Method

$$R_v = 0.91 * I - 0.0204$$

NRCS Hydrological Soil Group Method

Table 4-1 NRCS Volumetric Runoff Coefficient

NRCS Soil Group	A	B	C/D
Equation	$R_v = 0.84 * i^{1.302}$	$R_v = 0.84 * i^{1.169}$	$R_v = 0.84 * i^{1.122}$

2. 80th Percentile Volume

$$V_{80} = R_v * d_{80} * A$$

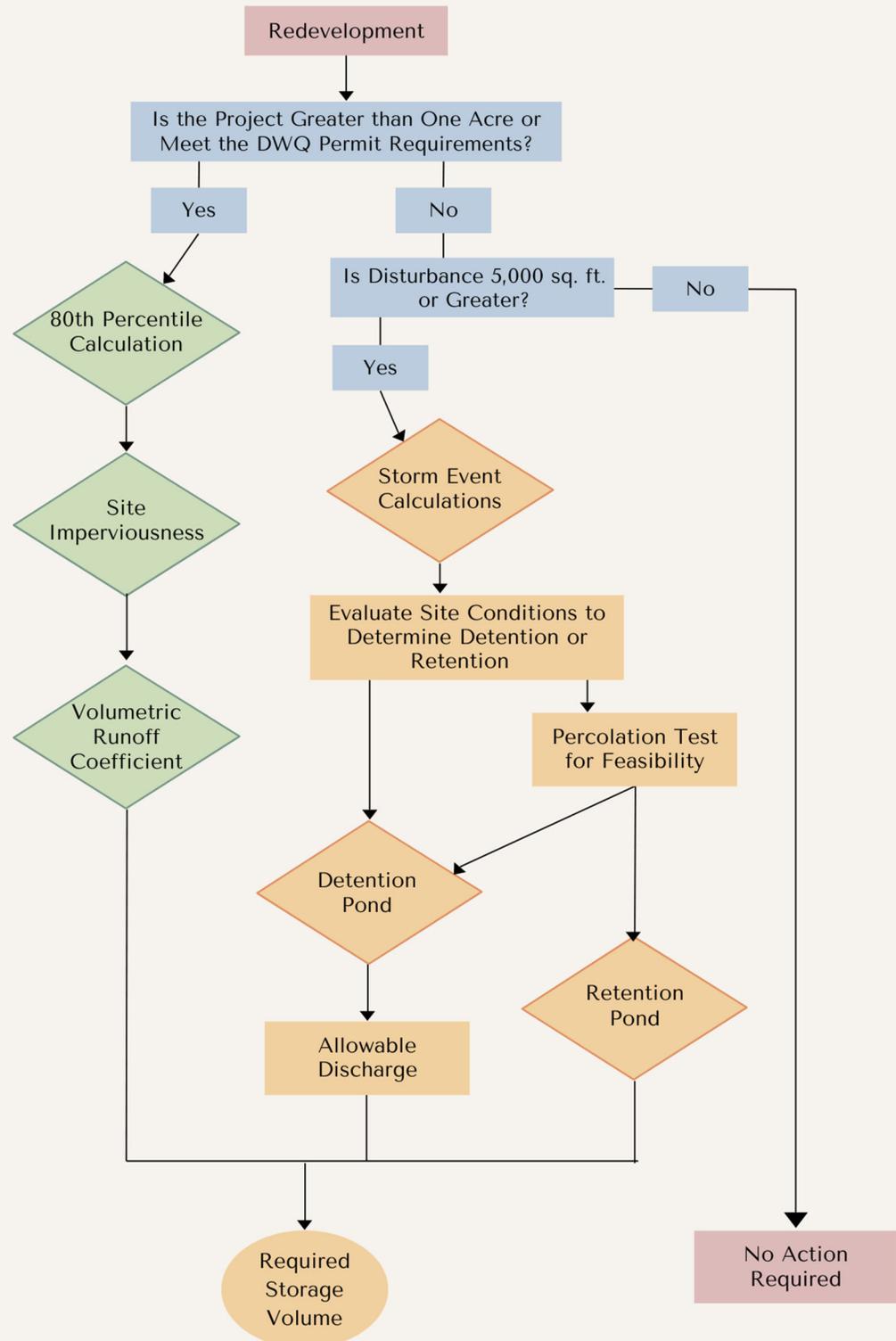
Where,

V_{80} = 80th Percentile Volume, cf

d_{80} = 80th Percentile Precipitation Depth, ft

Figure 4-1 Design Flowchart for Re-Development

DESIGN PROCESS FOR REDEVELOPMENT



CHAPTER 5 HYDROLOGY DESIGN

5.1 Methods

The City of North Salt Lake allows the use of the Rational Method and SCS Curve Number Method (NRCS TR-55 Hydrology Design Method) for the design of hydrology system. Additional methods, including HEC-1/HMS or NSS must be pre-approved the City Engineer.

5.2 Rainfall Runoff Modeling

Modeling should be done assuming an ideal or worst possible case storm. For ease of modeling, a single event model may be used to model a rainfall-runoff case utilizing a design storm to best match real-life conditions. Intensity and depth data is provided in Section 5.3. Time of Concentration (T_c) is defined as the period required for water to travel from the most hydraulically distant point of the watershed to the point of interest. The time of concentration shall be calculated for each sub-basin. Most hydrologic and hydraulic modeling software packages have all standard equations built in, with no minimum time of concentration.

5.2 Storm Event

The City of North Salt Lake requires 100-year 24-hour storm event for the new development or redevelopment hydrology calculations. For roadway hydrology design, refer to CHAPTER 6. The Storm Event intensity Rate provided in Table 5-1 below was obtained from NOAA’s National Weather Service – Precipitation Frequency Data Server.

Table 5-1 North Salt Lake City 24-hr Storm Event Intensity Rate

Interval (min)	Intensity Rate (in/hr)			
	10-year*	25-year*	50-year*	100-year
5	3.30	4.38	5.15	5.75
15	2.08	2.75	3.39	4.14
30	1.40	1.85	2.28	2.78
60	0.865	1.15	1.41	1.72
120	0.514	0.666	0.805	0.972
180	0.375	0.472	0.560	0.667
720	0.230	0.277	0.316	0.363
1440	0.142	0.170	0.193	0.217

* For roadway drainage design use only

5.4 Allowable Discharge

The City of North Salt Lake allows 0.2 cfs/acre discharge to City storm drain system.

5.5 Rational Method Calculation

1. Rational Equation

$$Q = C \cdot I \cdot A$$

Where,

Q – Peak flow (ft³/s);

C – Run-off coefficient (Table 5-2);

$$C_{\text{weighted}} = \sum C_i \cdot A_i / A_t$$

I – Storm intensity (in/hr), from Table 5-1;

A – Drainage Area (acres).

Run-off coefficient:

Table 5-2 Runoff Coefficient

	Runoff Coefficient, C
Hardscape, parking	0.90
Buildings	0.85
Landscape	0.15

5.5 NRCS Curve Number Method

$$Q = \frac{(P - 0.2 * S)^2}{(P + 0.8 * S)}$$

$$S = \frac{1000}{CN} - 10$$

Where Q, P, S typically units of inches.

Where,

Q – Run off (inches);

P – Precipitation (inches);

S – Potential maximum retention after runoff begins;

CN – Curve Number (Table 5-3)

Table 5-3 Runoff Curve Numbers for Urban Areas

Cover Description		Curve Numbers for Hydrologic Soil Group			
Cover Type and Hydrologic Condition	Average % Impervious Area	A	B	C	D
Open Space (lawns, parks, golf courses, cemeteries, etc.)					
Poor Condition (grass cover < 50 %)		68	79	86	89
Fair Condition (grass cover 50% to 75%)		49	69	79	84
Good Condition (grass cover >75%)		39	61	74	80
Impervious Areas					
Paved Parking Lots, Roofs, Driveways, etc.		98	98	98	98
Streets and Roads					
Paved; curbs and storm sewers (excluding ROW)		98	98	98	98
Paved: open ditches (including ROW)		83	89	92	93
Gravel (including ROW)		76	85	89	91
Dirt (including ROW)		72	82	87	89
Western Desert Urban Area:					
Natural desert landscaping (pervious areas only)		63	77	85	88
Artificial Desert landscaping		96	96	96	96
Urban Districts					
Commercial and business		85	89	92	94
Industrial		72	81	88	91
Residential Districts by Average Lot Size					
1/8 acre or less (town houses)		65	77	85	90
1/4 acre		38	61	75	87
1/3 acre		30	57	72	86
1/2 acre		25	54	70	85
1 acre		20	51	68	84
2 acres		12	46	65	82
Developing Urban Areas					
Newly graded areas (pervious areas only, no vegetation)		77	86	91	94

CHAPTER 6 RIGHT-OF-WAY DRAINAGE SYSTEM

6.1 Catch Basins, Inlet Boxes, and Manholes

The City of North Salt Lake does not allow open-hooded inlet boxes in City's Right-of-Way. Refer to the City of North Salt Lake Engineering Supplementary Plans for catch basins and inlet boxes standard drawings. All pipes located within the City's Right-of-Way must be reinforced concrete. Private improvements may utilize other pipe materials such as ADS or HDPE. All exceptions to RCP in the City's Right-of-Way must be pre-approved by the City Engineer.

Refer to Table 6-1 for maximum spacing of catch basins and manholes.

Table 6-1 Maximum Spacing of Catch Basins and Manholes Size of Pipe (inches)

Size of Pipe (inches)	Maximum Spacing (ft)
15	200
18-24	300
27-36	400
42	500

6.2 Storm Drain Pipe Design

Manning's equation shall be used for the calculation of storm drain pipe diameter, reference to Chapter 7. However, a minimal diameter of 18 inches shall be used for main lines, and a minimal diameter of 15 inches shall be for laterals. The pipe materials shall be Class III or greater RCP, ASTM D 3034 (SDR 26). Dual wall HDPE storm water pipe may be used in private storm drain systems (i.e., parking lots), but may only be used within in public right-of-way or under any public improvements with written approval from the City Engineer.

Installation shall comply with the latest version of Standard Specifications published by the Utah Chapter of American Public Works Association.

The minimum longitudinal pipe slope shall be 0.3%, while a minimum flow velocity of 2 ft/s or 3 ft/s when flowing full shall be provided.

The design capacity shall be sufficient so that stormwater does not flow under pressure. And the HGL shall be at least 1 ft below the top of grate for the Design Check Event, except the system downstream from a major sag can sustain flow under pressure for the 50-year storm event.

6.3 Roadway Hydrology Design Criteria

1. Design Frequency

Storm event data refer to CHAPTER 5. The Design Check Event shall be used to evaluate flood risks to the roadway and adjacent properties. The roadway hydrology design frequency requirements as shown in Table 6-2.

Table 6-2 Roadway Hydrology Design Frequency Requirement

Roadway Functional Class	Design Frequency	Design Check Event	Storm Drainage System Characteristics
Arterial, Collector	10-year	50-year	
	25-year	50-year	Major sag locations, including all downstream drainage features
Local	10-year	50-year	

2. Maximum Stormwater Spread Width

Inlet boxes shall be provided along the roadway to meet the spread requirements as shown in Table 6-3.

Table 6-3 Maximum Stormwater Spread Width

Roadway Characteristic	Maximum Stormwater Spread width
Posted Speed < 45 mph	Shoulder + 3 ft
Posted Speed ≥ 45 mph	Shoulder only
Major Sag	Shoulder + 3 ft
Bridge Deck*	Shoulder Only
No Shoulder	3 ft

*Refer to UDOT Drainage Manual of Instruction

CHAPTER 7 OPEN CHANNELS

7.1 Types

Open channel flows may not occur in North Salt Lake City Right-of-Way. However, flow patterns in detention/retention ponds or low impact developments can be treated as open channel flows. Some common types are: triangular or trapezoidal bioswales and rain gardens, trapezoidal detention/retention ponds.

7.2 Calculations

Manning's Equation

$$v = \frac{1.49}{n} * R^{\frac{2}{3}} * S^{\frac{1}{2}}$$

$$Q = V * A$$

Where,

- Q – Flow (cfs)
- V – Velocity (ft/s)
- n – Manning's Coefficient (Appendix B);
- R – Hydraulic Radius (ft)
- S – Channel slope for uniform flow (ft/ft)
- A – Flow area (ft²)

Hydraulic Radius

$$R = \text{Flow Area/Wetted Perimeter} = A = \frac{1}{a^n}$$

CHAPTER 8 LOW IMPACT DEVELOPMENT (LID)

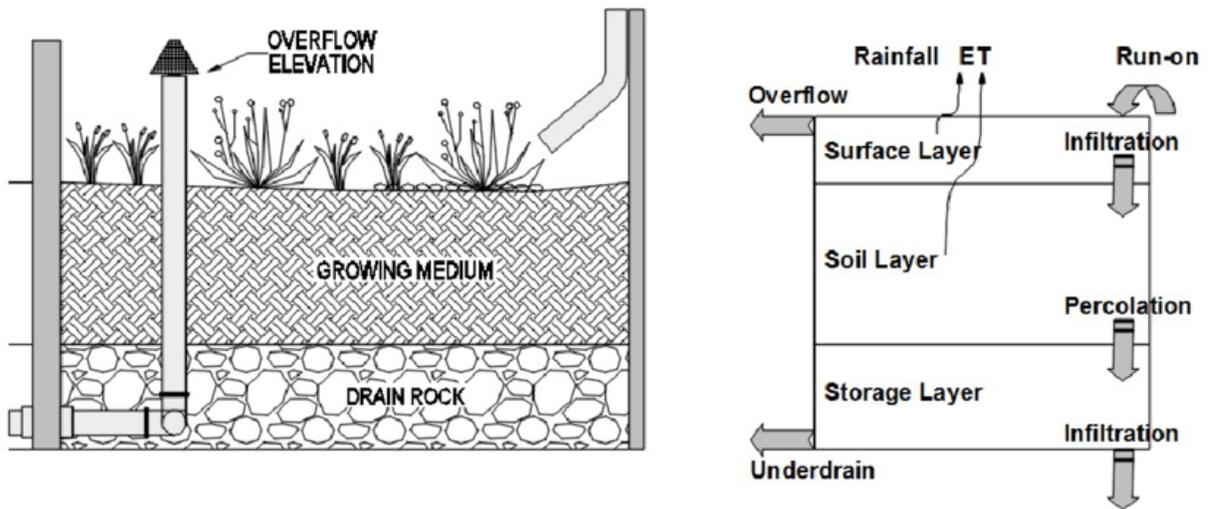
8.1 Postconstruction Requirements

Annual groundwater recharge rates shall be maintained by promoting infiltration through the use of structural and nonstructural methods. All storm water designs must address utilizing pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots and landscaped areas to the maximum extent practicable to provide treatment and maximize groundwater recharge. Maintenance of all stormwater treatment practices and facilities is required by a Maintenance Agreement which is recorded against the property as outlined in City Code 8-5-21.

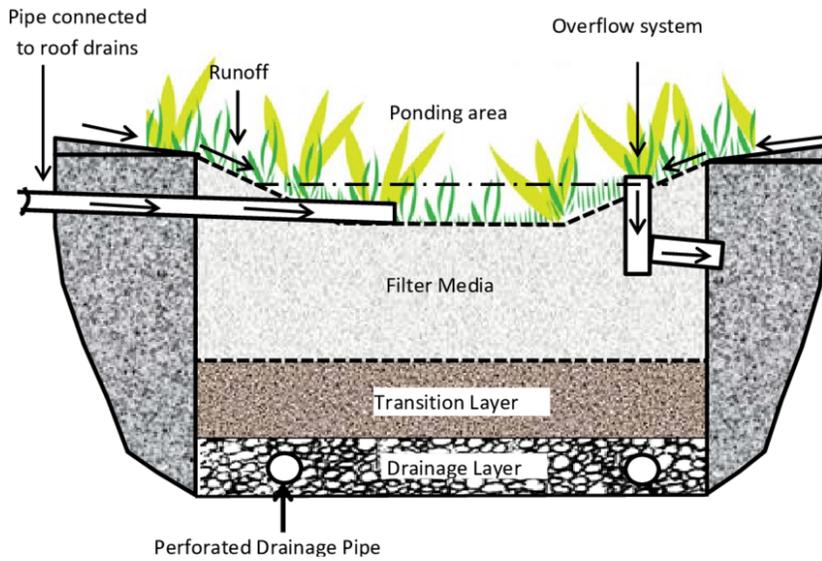
8.2 Preferred LID Design

All new development and redevelopment projects are required to utilize one or more of the following physical controls designed to capture and treat the first flush of runoff from impermeable surfaces, or equivalent approved alternatives, as applicable to the proposed development.

A. Bioretention Cell



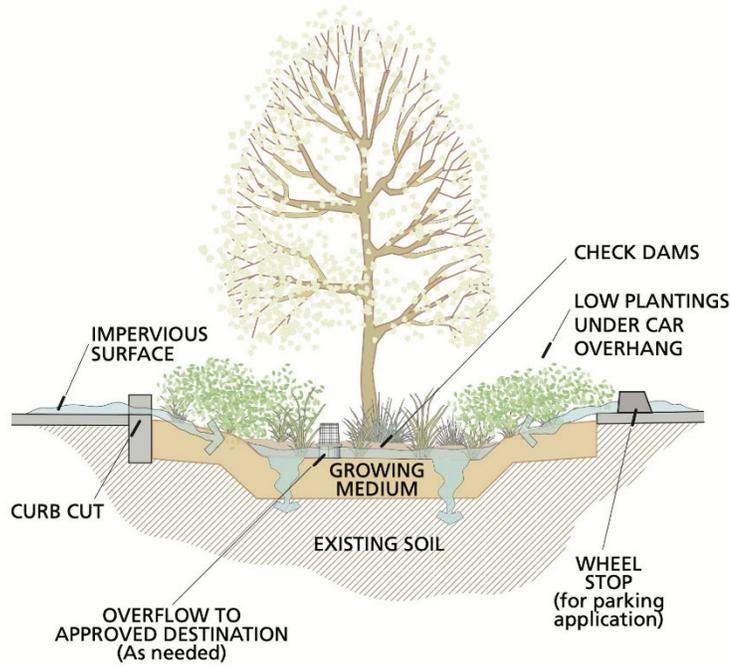
Example 1 Bioretention cell source: ROSSMAN (2014)



Example 2 Bioretention system: RAHMAN (2016)

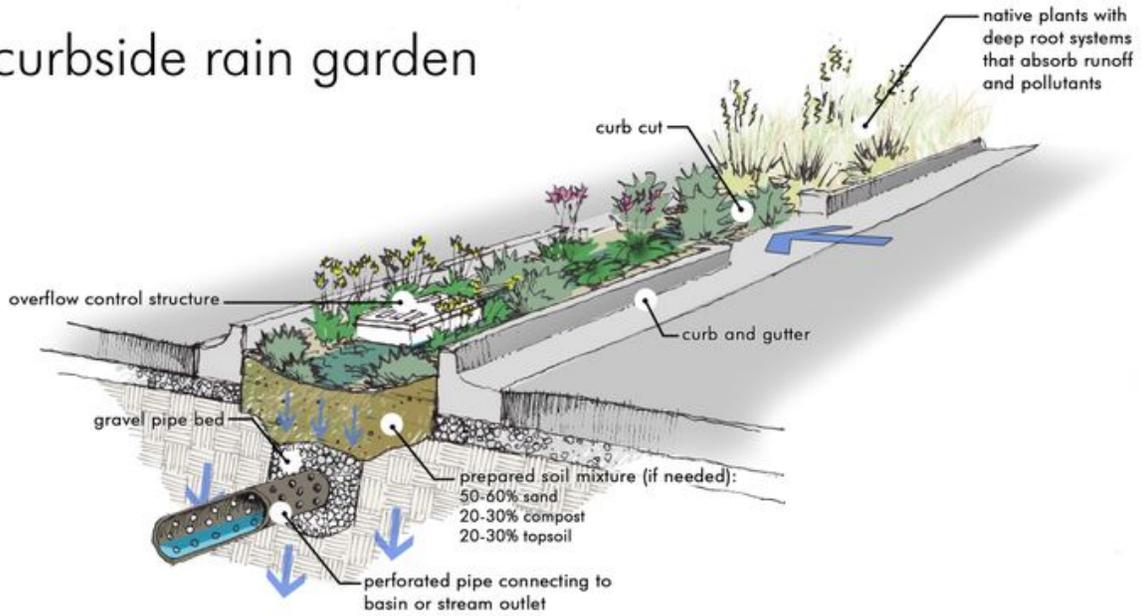
ITN [6536:5940JX13756:358888](https://doi.org/10.5940/JX13756358888)

B. Bioswale



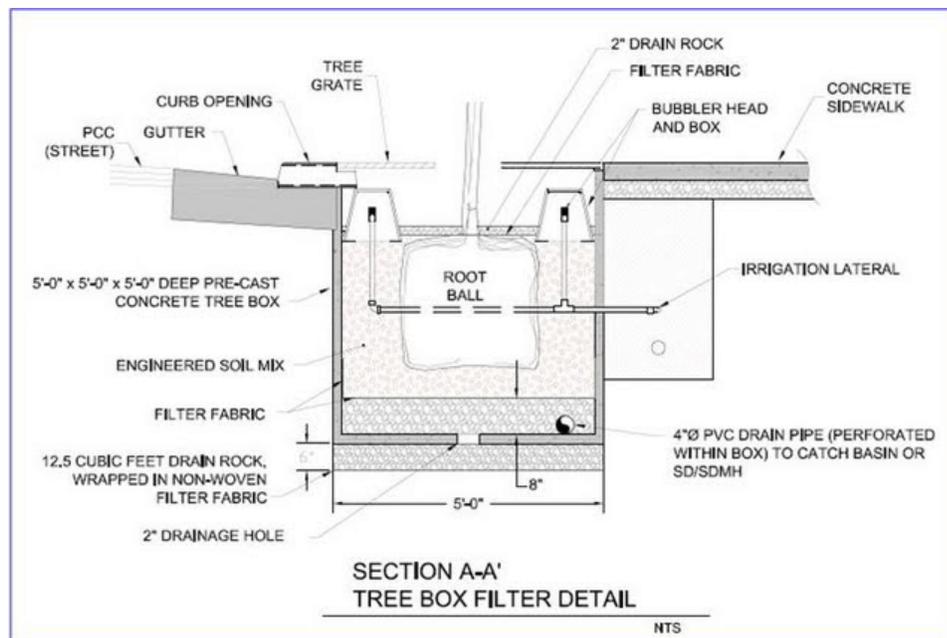
Example 1 Bioswale

curbside rain garden

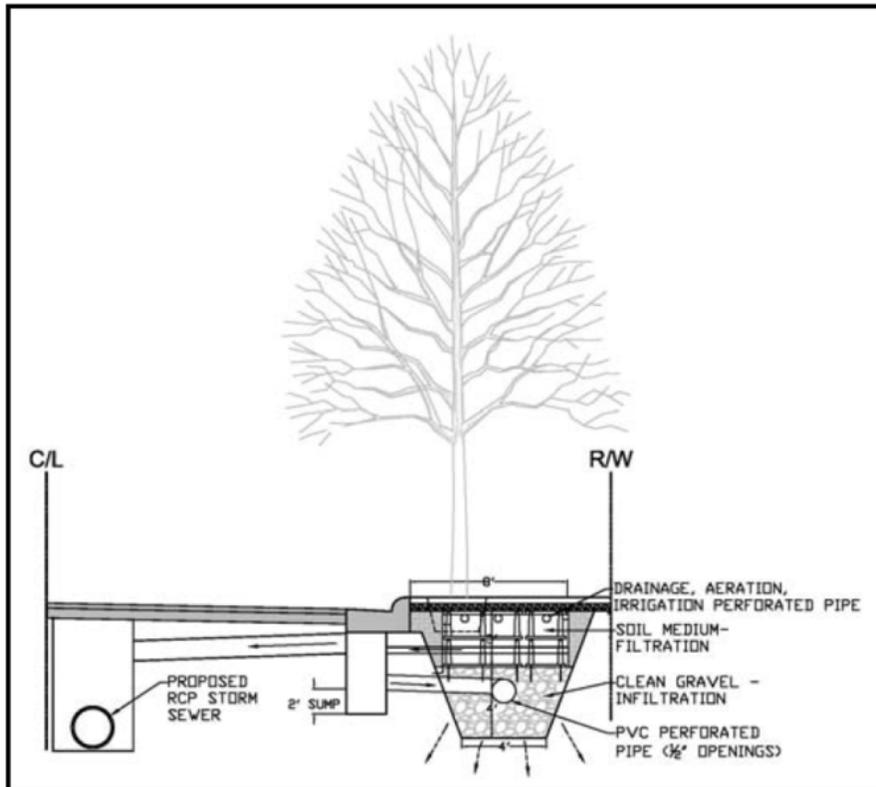


Example 2 Bioswale: RAHMAN (2016)

C. Tree box filter

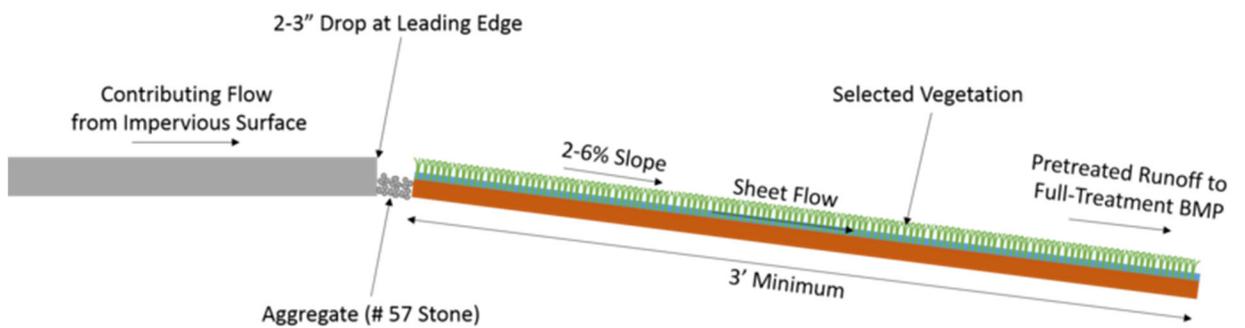


Example 1 Tree Box Filter: MONTAZEROLHODJAH (2019)



Example 2 Tree Box Filter: Minnesota Stormwater Manual

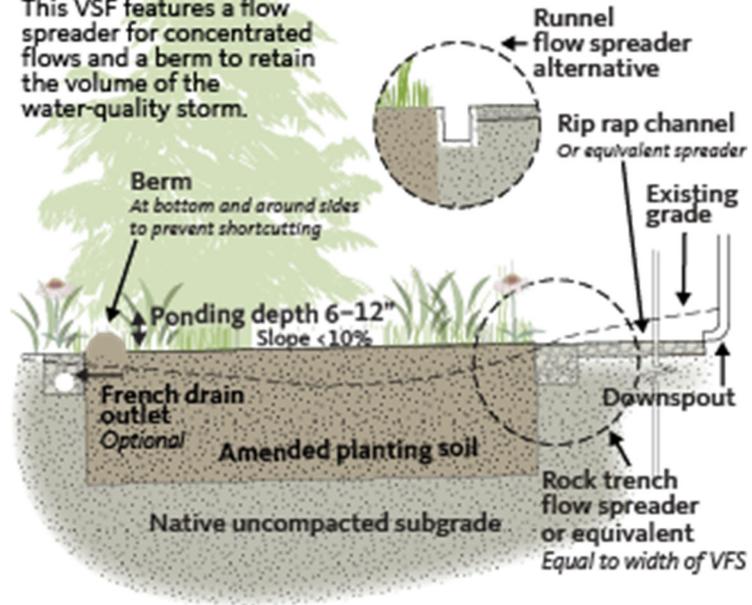
D. Vegetated Strips



Example 1 Filter Strip: Minnesota Stormwater Manual

Vegetated Filter Strip

This VSF features a flow spreader for concentrated flows and a berm to retain the volume of the water-quality storm.



Example 2 Filter Strip: Oregon State University Extension

Appendix A

Manning's Coefficient

Channel Material	n
Plastic (PVC and ABS)	0.009
Clean, uncoated cast iron	0.014
Clean, coated cast iron	0.013
Dirty, tuberculate cast iron	0.025
Riveted steel	0.016
Welded steel pipe	0.012
Galvanized iron	0.016
Brass and glass	0.011
Wood stave	
Small diameter	0.011
Large diameter	0.012
Concrete	
Average value used	0.013
Typical commercial, ball and spigot, rubber gasketed end connections	
full	0.01
partially full	0.0085
with rough joints	0.0165
dry mix, rough forms	0.0155
wet mix, steel forms	0.013
very smooth, finished	0.0115
Vitrified sewer	0.014
Common-clay drainage tile	0.013
Asbestos	0.011
Planed timber (flume)	0.012
Canvas	0.012
Unplaned timber (flume)	0.013
Brick	0.016
Rubble masonry	0.017
Smooth earth	0.018
Firm gravel	0.023
Corrugated metal pipe (CMP)	0.0275
Natural channels, good condition	0.025
Rip Rap	0.035
Natural channels with stones and weeds	0.035
Very poor natural channels	0.06

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 ANCHOR LOCATION: CITY HALL
4 10 EAST CENTER STREET, NORTH SALT LAKE
5 JANUARY 16, 2024

6
7 **DRAFT**
8

9 Mayor Horrocks welcomed those present at 6:06 p.m.

10
11 PRESENT: Mayor Brian Horrocks
12 Councilmember Lisa Watts Baskin
13 Councilmember Tammy Clayton
14 Councilmember Suzette Jackson
15 Councilmember Ted Knowlton
16 Councilmember Alisa Van Langeveld
17

18 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Jon
19 Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd
20 Godfrey, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers,
21 Finance Director; Wendy Page, City Recorder.
22

23 1. DISCUSSION OF LICENSE PLATE READER (LPR) CAMERAS USED BY POLICE
24

25 Chief Black reported on license plate reader (LPR) cameras and the current and anticipated
26 future use by the police department. He explained the use of LPR by a variety of companies for
27 security and customer service. He noted the use of LPR cameras in the City included a mobile
28 LPR system that was connected to a Statewide database and stationary LPR that could be used
29 for quality of life and felony related investigations.
30

31 Chief Black spoke on all the ways LPR could be utilized including for Amber/Silver Alerts,
32 stolen vehicles, victims of protective orders, robberies, assaults, and other crimes. He said these
33 systems and databases were audited and monitored closely. He indicated LPR was not a live
34 video feed or surveillance system and did not track individuals, report personal/business data, or
35 provide facial recognition. He explained the data was available for 30 days and was not
36 retrievable after that time. Chief Black acknowledged if data was obtained and stored as part of a
37 police report it was preserved through the report and not the LPR system.
38

39 Councilmember Baskin arrived at 6:29 p.m.
40

41 Councilmember Van Langeveld asked about data storage. Chief Black replied that the data was
42 saved for 30 days on a cloud server per State code. He stated internal and external use was

43 audited by the City and the State. He explained that access to the City's data could only be
44 granted by the Chief or Assistant Police Chief.

45
46 Mayor Horrocks asked how many additional cameras were needed. Chief Black replied six to
47 eight cameras would be proposed during the budget process for installation in the upcoming year.
48 He explained that the cameras were leased for around \$3,500 each per year.

49
50 Councilmember Jackson questioned if there had been any concerns made by residents. Chief
51 Black responded that he spoke with one resident about what the LPR was used for and had not
52 received any pushback. He spoke on privacy issues and said that the Department abided by the
53 guidelines and entrusted officers to follow the rules.

54
55 Councilmember Knowlton asked about the cost to use the LPR system. Chief Black explained it
56 was \$18,000 for the current cameras and said it would be another \$18,000 to \$20,000 to install
57 the additional cameras. He noted the cameras were leased by the City and the company serviced,
58 replaced, and installed the cameras.

59
60 Councilmember Baskin asked about the policy and procedure and if the data was considered
61 private or protected. She mentioned the data was purged after 30 days and the log was purged
62 after nine months. Chief Black replied that he believed it was considered protected data by the
63 State Legislature. He explained that the data could not be stored for longer than nine months in
64 the City's records management system. He added all data was purged after 30 days in the LPR
65 system regardless if the data was involved in a crime.

66
67 Councilmember Van Langeveld asked about the potential for the cameras or data being hacked.
68 Chief Black said the data was not really usable to hackers and they would need license plate data
69 from another source as well.

70
71 Councilmember Baskin left at 6:50 p.m.

72
73 2. DISCUSSION ON PROPOSED USE OF BUDGETED FUNDS FOR TREE PLANTING

74
75 This item was postponed for discussion when Councilmember Baskin was present.

76
77 3. ADJOURN

78
79 Mayor Horrocks adjourned the meeting at 6:50 p.m. to begin the regular session.

80

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
JANUARY 16, 2024

DRAFT

Mayor Horrocks welcomed those present at 7:03 p.m. Tammy Clayton offered the thought and led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Ted Knowlton
Councilmember Alisa Van Langeveld

STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Jon Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Melanie Mortensen, Jane Nelson Hall, Dallin Jackson, David Farr, residents. Jana Baggett, Office Manager; Mitch Gwilliam, Assistant Chief; Terry Fritz, Sergeant; Tyler Winslow, Sergeant; Austin Lewin, Officer; Hilary Chacon, Officer, Police Department; friends and family members of Police Department; Ryan Child, Child Richards CPA.

1. CITIZEN COMMENT

There were no citizen comments.

2. POLICE RECOGNITION AWARDS

Chief Black recognized Officer Hilary Chacon, Officer Austin Lewis, and Sergeant Tyler Winslow for their bravery, confidence, and knowledge. He spoke on an incident that occurred on September 29, 2023 that involved a rescue of an individual from a dangerous area. These officers were awarded with the State of Utah Police Star medal and a letter of commendation for their actions during this incident.

122 Councilmember Jackson spoke on the difficulty of losing someone to suicide and expressed
123 gratitude to the police department for all the people the police department served.
124

125 3. PRESENTATION BY CITY AUDITORS OF FISCAL YEAR 2023 AUDIT REPORT
126

127 Heidi Voordeckers reported that Ryan Child with Child Richards CPA would provide a fiscal
128 year 2023 audit report.
129

130 Ryan Child, Child Richards CPA, reported on the fiscal year 2023 audit that ended June 30,
131 2023. He explained that this report was prepared by City staff with an independent auditor's
132 report sharing a clean report and State compliance. He acknowledged in 2023 the City expended
133 \$750,000 in federal funds which Child Richards tested for internal controls and compliance. Mr.
134 Child said it was a great audit with no findings to report. He reviewed the financial statements
135 including a financial analysis of the government's funds including the General Fund, RDA, debt
136 service, capital projects, road development, housing, local building authority, park, and police
137 funds. He stated the General Fund was where most of the operations of the City were reported
138 and showed \$3.7 million in Fund Balance. Mr. Child indicated the total governmental funds were
139 \$18.2 million, other assets included receivables (sales and property taxes), intergovernmental
140 receivables, prepaids, and restricted cash (impact fees and grants). He mentioned other assets
141 included amounts due from other funds such as capital projects. He noted liabilities were
142 accounts payable, road development, and landslide mitigation. Other items reviewed were
143 developer deposits, property taxes, unearned revenue associated with grants, and fund balances.
144

145 Ryan Child reviewed the statement of revenues, expenditures, and changes in fund balances for
146 each of the governmental funds. He mentioned total expenditures for these governmental funds
147 were \$18.6 million which was \$2 million less than the revenues for the year. He also spoke on
148 transfers in these funds. Mr. Child then looked at the statement of fund net position for
149 proprietary funds including water, pressurized irrigation, storm water, solid waste, and golf. He
150 compared the total assets with total liabilities and said the assets were higher than the liabilities.
151 Mr. Child noted revenues in the enterprise fund were \$8.9 million or \$600,000 higher than the
152 previous year and expenditures were \$10 million. He indicated the remainder of the report
153 included the statement of cash flow for the proprietary funds, notes to financial statements, and
154 required supplementary information (schedule of revenue, expenditures, changes in fund
155 balance, URS, etc.).
156

157 Mayor Horrocks asked in regard to the audit of Boards and signing any disclosures. Ryan Child
158 said they would follow up on a fraud risk inquiry to ensure compliance.
159

160 A full copy of the independent auditor's report was included in the packet materials.
161
162
163

164 4. CONSIDERATION OF APPOINTMENT(S) ON THE HEALTH AND WELLNESS
165 COMMITTEE

166
167 Councilmember Jackson nominated Jane Hall to serve on the Health and Wellness Committee.
168 She said Jane made decisions with deliberation and integrity and would think outside of the box.

169
170 Jane Hall said she loved the area and spoke on the importance of being involved. She felt this
171 was a great opportunity to serve her community.

172
173 **Councilmember Jackson moved to accept Jane Hall to the Health and Wellness committee.**
174 **Councilmember Clayton seconded the motion. The motion was approved by Council**
175 **Members Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

176
177 5. CONSIDERATION OF RECOMMENDATION TO AUTHORIZE CITY STAFF TO
178 PREPARE AND PRESENT A CONTRACT WITH HOGAN & ASSOCIATES
179 CONSTRUCTION INC., FOR HATCH PARK RENOVATION AND EXPANSION
180 CONSTRUCTION MANAGEMENT CONTRACTOR SERVICES

181
182 Ken Leetham reported that this was one of the more important decisions to be made for the
183 Hatch Park redevelopment project. He stated This step included establishing a Selection
184 Committee who helped to find a general contractor. He indicated eight firms responded which
185 the Committee then reviewed and scored based on pertinent criteria (experience, references,
186 price, etc.) He acknowledged Hogan & Associates Construction scored the highest based on the
187 criteria. Mr. Leetham explained staff reached out to multiple references and contacts for feedback
188 on Hogan & Associates. He recommended the City Council authorize City staff to engage in the
189 process of creating a contract to be approved by the Council on February 6th. He noted this
190 contract would include costs of approximately \$1.2 to \$1.3 million for services provided by
191 Hogan & Associates.

192
193 **Councilmember Van Langeveld moved that the City Council authorize City staff to work**
194 **with Hogan & Associates Construction, Inc, for the purpose of preparing and presenting a**
195 **contract CM/GC services related to the expansion and renovation of Hatch Park.**
196 **Councilmember Knowlton seconded the motion. The motion was approved by Council**
197 **Members Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

198
199 6. CONSIDERATION OF RECOMMENDATION TO AUTHORIZE CITY STAFF TO
200 PREPARE AND PRESENT A CONTRACT WITH LANDMARK DESIGN AS A
201 CONSULTANT FOR CITY'S COMPREHENSIVE GENERAL PLAN UPDATE

202
203 Sherrie Pace reported on a recommendation for a consultant to prepare a General Plan update.
204 She said the process was very similar to selecting the contractor for Hatch Park and included a
205 Selection Committee comprised of staff, several Councilmembers, and two Planning

206 Commissioners. She stated the Committee scored six firms based on public engagement,
207 experience, cost, etc. Ms. Pace reported Landmark Design and FFKR were the top firms and
208 scored very closely. She indicated Landmark Design was the firm that provided consulting work
209 for the Town Center Master Plan and had the most robust public engagement strategy. She
210 explained the Committee recommended that the Council approve Landmark Design for the
211 general plan consulting.

212
213 **Councilmember Knowlton moved that the City Council instruct City staff to prepare and**
214 **present for approval a contract for General Plan Consultant Services with Landmark**
215 **Design with a not to exceed price of \$145,035. Councilmember Van Langeveld seconded the**
216 **motion. The motion was approved by Council Members Baskin, Clayton, Jackson,**
217 **Knowlton, and Van Langeveld.**

218
219 Councilmember Clayton commented that she was impressed with the efforts made by these
220 committees to choose a consultant or contractor.

221
222 7. CONSIDERATION OF ORDINANCE 2024-01: AN ORDINANCE AMENDING
223 PORTIONS OF CITY CODE IN TITLE 10, LAND USE, AND ESTABLISHING TITLE
224 13, SUBDIVISION REGULATIONS

225
226 Sherrie Pace reported on the Subdivision Ordinance and State code changes related to the Land
227 Use Development Management Act (LUDMA). She explained that the reasoning behind the
228 changes appeared to be the separation of administrative (staff and Planning Commission) and
229 legislative (enactment of a law) actions, reducing redundancy, improving consistency, and
230 eliminating unfair practices. She stated State code changes related to subdivisions included
231 designation of an Administrative Land Use Authority (either Planning Commission or staff),
232 optional concept plan, designated Administrative Land Use Authority for the preliminary plan,
233 and final plat to be reviewed by City staff only. She explained the Administrative Land Use
234 Authority would be the Planning Commission for preliminary plan and plat amendments and the
235 Community Development Director for minor subdivisions, final plat, and lot line adjustments.
236 She mentioned there were also some required changes for noticing the public.

237
238 Councilmember Jackson asked when previous subdivisions would have been reviewed by the
239 City Council versus the new requirements. Sherrie Pace clarified that previously any subdivision
240 would have been reviewed by the Planning Commission and City Council at least three times.
241 She noted if a zone change was involved that would include two additional meetings for a
242 rezone. She stated as proposed, a subdivision would no longer come before the City Council
243 except for in conjunction with a zone change or development agreement. She continued other
244 changes or variances in standards would be a legislative action which would be a referral from
245 the Planning Commission to the City Council.

246

247 Councilmember Jackson expressed concern with elected officials not being involved in
248 development projects. Sherrie Pace replied that if a subdivision was approved and met minimum
249 City standards it had to be approved.

250
251 Mayor Horrocks said the City Council was subject to political pressure where the Planning
252 Commission was not. He said going forward that the City codes should be carefully done.
253 Councilmember Knowlton said it was a good challenge for the Council and community to put
254 the development expectations into the City code.

255
256 Councilmember Jackson asked about zoning. Sherrie Pace said the developments the Council
257 was concerned with were the P District rezones. She noted these rezones would still go through a
258 legislative process. She offered to provide the City Council with a review of zoning and
259 properties which may be subject to redevelopment.

260
261 Councilmember Knowlton said the General Plan update would allow the City Council to review
262 housing types, zoning changes, and what made sense for the future.

263
264 Ken Leetham commented that many of the questions from the City Council would be answered
265 by the General Plan update process. He added this would include feedback from residents and
266 the ability to plan for the next twenty years.

267
268 Councilmember Van Langeveld requested a future work session to review the General Plan
269 process and zoning.

270
271 Councilmember Baskin commented the State Legislature would dictate the majority of the
272 General Plan including everything from wildlife corridors to water use.

273
274 Councilmember Van Langeveld requested a Planning Commission update as part of the City
275 Council meeting packet especially for items that would previously have come before the City
276 Council.

277
278 Councilmember Knowlton asked in regard to the mechanism for reporting decisions to the City
279 Council. Sherrie Pace replied that staff could prepare a process or policy document for reporting.

280
281 Councilmember Jackson expressed hesitation in voting for this item. She asked if the item could
282 be tabled until the Council received more information. Sherrie Pace said these changes had to be
283 enacted before February 1, 2024.

284
285 Councilmember Van Langeveld said that waiting to approve these changes did not change the
286 fact that the City Council would no longer be involved. She explained this meant the City
287 Council would need to be involved with careful consideration of the City code.

288

289 Sherrie Pace commented that the Planning Commission had reviewed these chapters over the last
290 eight months and as experienced Commissioners they were capable in their review. She stated
291 every city in Utah had to make these changes this year. She said the existing subdivision
292 regulations were contained in Title 10, Chapters 3 and 7. She noted the new subdivision
293 regulations would be located in a new Title 13. Additionally, there were some proposed
294 amendments to the definitions section in Title 10, Chapter 1 which were necessary in relation to
295 the updated Subdivision Regulations.

296
297 Sherrie Pace reviewed the proposed amendments for Title 10, Chapters 1, 3 and 7 and the
298 proposed new Title 13, Chapters 1 through 9 that were included in her staff report contained in
299 the agenda packet.

300
301 During the review of proposed language for Title 13, Chapter 5 – Standard Subdivisions,
302 Councilmember Baskin asked if the final process was applied to commercial and residential
303 subdivisions. She pointed out that Senate Bill 174 was limited to apply to one or two family
304 residences and townhomes and not commercial. Sherrie Pace clarified that the proposed changes
305 were an effort to standardize the process for both residential and commercial subdivisions.

306
307 Todd Godfrey commented that he understood the hesitancy for commercial projects but in his
308 experience the subdivision portion of the commercial development process was miniscule and
309 administrative in application. He acknowledged that the site plan step would have significant
310 engineering and building plan review.

311
312 Ken Leetham clarified that it may make the subdivision portion of a commercial project easier
313 but City code still required site plan approval by the City Council for commercial developments
314 of a certain size which would not change after adoption of this amendment. He noted site plan
315 approval included architecture, land use, pad sites, design standards, etc.

316
317 The Council had a discussion on if this process should apply to commercial as well, since this
318 was not yet required by the State Legislature. Sherrie Pace commented that staff did not feel that
319 this update would cause additional work.

320
321 During the review of proposed language for Title 13, Chapter 6 – Planned Unit, Condominium,
322 Recreation Vehicle, and Mobile Home Developments, the Council had questions on parking
323 requirements including how the ratios were determined. Sherrie Pace responded 2.25 per unit
324 was the current standard for all subdivisions but those numbers could be reduced by the Planning
325 Commission and City Council for a PUD. She mentioned the proposed ratios were 1.25 stalls for
326 a studio/one bedroom, 1.75 stalls for two bedroom, and 2.25 stalls for a three bedroom or greater.
327 She noted these were similar to what was already approved in existing PUDs or the existing
328 code. She clarified these numbers included visitor/guest parking.

329
330 Councilmember Van Langeveld felt the proposed parking ratios were too low.

331 The Council discussed street parking, snow restrictions, developments with inadequate parking,
332 garages used for storage, lack of public transportation, and the housing shortage.

333

334 Todd Godfrey commented that he believed this would be a subject of State Legislation this year
335 and advised against inserting a specific parking standard at this time.

336

337 Councilmember Knowlton mentioned a context base change in areas with good transit and a
338 different approach in other locations. He suggested increasing the parking ratio proposed in the
339 draft.

340

341 Councilmember Van Langeveld recommended 1.5 stalls for one bedroom units, 2.0 stalls for a
342 two bedroom unit, and 2.5 stalls for three bedroom units.

343

344 Sherrie Pace continued reviewing the proposed subdivision ordinance. She mentioned the
345 Planning Commission had expressed the desire to eliminate flag lots entirely. She stated the
346 Development Review Committee (DRC) disagreed with that recommendation and believed that
347 provisions for existing flag lots that have not been built upon must be provided. Ms. Pace
348 indicated the DRC also believed that flag lots were a valuable tool to allow property owners to
349 better utilize their property when they have large lot sizes or have deep dimensions. She noted
350 the DRC proposed language that would prohibit commercial flag lots, allow flag lots of existing
351 subdivision lots, allow for smaller staff dimensions for adjacent flag lots with a shared driveway,
352 and limit driveway slope to 10% maximum. She acknowledged the DRC requested the City
353 Council review provisions for flag lots and direct staff to either modify the ordinance to state that
354 no new flag lots would be permitted or accept the recommendation of the DRC.

355

356 Sherrie Pace said the DRC felt flag lots could help with underutilized properties and missing
357 middle housing. She noted the Planning Commission was opposed to flag lots and was in favor
358 of eliminating flag lots entirely.

359

360 The Council discussed the pros and cons of flag lots. Councilmembers Knowlton and Jackson
361 felt flag lots could be a good use of the land. Councilmember Van Langeveld commented that the
362 instances of flag lots happen so infrequently and felt that there did not need to be a section of
363 code dedicated to it.

364

365 Ken Leatham commented the DRC supported flag lots in foothill settings as it reduced the
366 number of streets interfering with the ridges and valleys. He said flag lots could meet the goal of
367 better road design and less land disturbance with fewer cuts and fills.

368

369 Sherrie Pace completed her review of the proposed amendments.

370 The Council discussed some of the items they were not comfortable with passing at this time
371 which included the proposed parking ratios and the adoption of the same subdivision process for
372 commercial and residential subdivisions.

373 **Councilmember Knowlton moved that the City Council adopt the modifications to the**
374 **Subdivision Ordinance 2024-01 recommended by staff and the Planning Commission with**
375 **the following findings and amendments:**

376

377 **Findings:**

378 1) **The proposed amendment is in accord with the comprehensive general plan, goals**
379 **and policies of the City.**

380 2) **Changed or changing conditions make the proposed amendment reasonably**
381 **necessary to carry out the "purposes" stated in this title.**

382 3) **The proposed amendments are necessary to address the recent changes in State**
383 **Code in relation to Subdivision Regulations.**

384

385 **Amendments:**

386 1) **Increase the parking requirement to 1.5 parking stalls per unit for a studio/one, 2.0**
387 **parking stalls per unit for a two bedroom, and 2.5 parking stalls per unit for a three**
388 **bedroom or more.**

389 2) **Retain the existing flag lot provisions with the modification that two flag lots with a**
390 **staff of 30 feet as proposed.**

391

392 **This motion failed for lack of a second.**

393

394 **Commissioner Baskin made a substitute motion that the City Council approve Ordinance**
395 **2024-01 amending portions of Title 10, Land Use and establishing Title 13, Subdivision**
396 **Ordinance with the following findings and amendments:**

397

398 **Findings:**

399

400 1) **The proposed amendment is in accord with the comprehensive general plan, goals,**
401 **and policies of the City.**

402 2) **Changed or changing conditions make the proposed amendment reasonably**
403 **necessary to carry out the "purposes" stated in this title.**

404 3) **The proposed amendments are necessary to address the recent changes in State**
405 **Code in relation to Subdivision Regulations.**

406

407 **Amendments:**

408

409 1) **Increase the parking requirement to 1.5 parking stalls per unit for a studio/one, 2.0**
410 **parking stalls per unit for a two bedroom, and 2.5 parking stalls per unit for a three**
411 **bedroom or more.**

412 2) **Retain the existing flag lot provisions with the modification that two flag lots with a**
413 **staff of 30 feet as proposed.**

414 **3) The four review cycle provisions of Senate Bill 174 will only apply to single family,**
415 **two family, and townhome residential and not to the commercial as drafted.**
416

417 Councilmember Baskin clarified that Senate Bill 174 was a pilot program and this complied with
418 the requirements of the bill without giving away more authority than was necessary. Sherrie Pace
419 commented that staff would not be limited to four review cycles for commercial subdivisions.
420

421 **Councilmember Van Langeveld seconded the motion. The motion was approved by Council**
422 **Members Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**
423

424 Councilmember Jackson commented that she disagreed with this conceptually.
425

426 8. CONSIDERATION OF RESOLUTION 2024-02: A RESOLUTION ADOPTING THE
427 CITY'S STORM WATER DESIGN MANUAL
428

429 Mayor Horrocks reported that this item would be tabled until the next City Council meeting.
430

431 9. CONSIDERATION OF RESOLUTION 2024-03: A RESOLUTION APPOINTING A
432 NEW MEMBER TO THE CITY'S AUDIT COMMITTEE
433

434 Ken Leetham commented that the Audit Committee met quarterly. He stated the Mayor and
435 Councilmember Van Langeveld were already appointed to this Committee. He explained the
436 Council would need to appoint a new member to replace the position formerly held by Natalie
437 Gordon.
438

439 Councilmember Jackson volunteered to serve on the City's Audit Committee.
440

441 **Councilmember Van Langeveld moved to appoint Suzette Jackson to the City's Audit**
442 **Committee. Councilmember Knowlton seconded the motion. The motion was approved by**
443 **Council Members Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**
444

445 10. APPROVAL OF CITY COUNCIL MINUTES
446

447 The City Council minutes of January 2, 2024 were reviewed and approved.
448

449 Councilmember Clayton commented the spelling of her parents in attendance at the meeting
450 needed to be corrected to Burningham and her sister Cindy's last name was Pond and could be
451 updated as well.
452

453 **Councilmember Baskin moved to approve the January 2, 2024 minutes as amended.**
454 **Councilmember Knowlton seconded the motion. The motion was approved by Council**
455 **Members Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

456 11. ACTION ITEMS

457

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

459

460 12. COUNCIL REPORTS

461

462 Councilmember Knowlton reported there was a brown bag lunch meeting regarding the creation
463 of Millcreek Common and surrounding city center on January 30th at 11:30 a.m. He said this was
464 relevant as the City developed the Town Center.

465

466 Councilmember Jackson asked for a work session item to review the General Plan and zoning.

467

468 Councilmember Baskin mentioned an invitation for elected officials to the Utah Museum of
469 Natural History on January 30th.

470

471 Councilmember Van Langeveld asked about discussing City Council priorities during the annual
472 budget meeting. Ken Leetham suggested that the Council provide those to staff before the
473 meeting.

474

475 Mayor Horrocks mentioned that there should be a discussion of some things that need to be cut
476 to avoid raising property taxes.

477

478 Councilmember Van Langeveld reported that the Health and Wellness Committee met in January
479 and compiled goals for 2024. She mentioned the Statewide caucuses on March 5th and wondered
480 if the City Council meeting should be rescheduled.

481

482 Ken Leetham responded the City Council meeting for that week was scheduled for Wednesday,
483 March 6th.

484

485 Councilmember Clayton mentioned that the City Council was invited to participate in the
486 Bountiful Handcart Parade. She asked if the Youth City Council could participate as well.

487

488 13. CITY ATTORNEY'S REPORT

489

490 Todd Godfrey had nothing to report.

491

492 14. MAYOR'S REPORT

493

494 Mayor Horrocks had nothing to report.

495

496

497

498 15. CITY MANAGER’S REPORT

499

500 Ken Leetham had nothing to report.

501

502 16. ADJOURN

503

504 Mayor Horrocks adjourned the meeting at 10:50 p.m.

505

506 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
507 *February 6, 2024 by unanimous vote of all members present.*

508

509

510

511 _____
Brian J. Horrocks, Mayor

_____ *Wendy Page, City Recorder*

Action Items for February 6, 2024

Item	Staff	Description	Staff Responses
<u>New</u>			
1	Sherrie	(1-16-24) Request for a Planning Commission update as part of the City Council meeting packet especially for items that would previously have come to the Council for review.	
<u>Current</u>			
1	Sherrie / Karyn	(1-2-24) Staff to provide maps and inventory of City Owned properties, particularly those over one acre and list parcels that could potentially be put to a different use.	<i>(01/09/2024) CD department is working with all departments and will provide a google earth map layer that shows the city owned properties.</i>
2	Ken	(1-2-24) Staff to research additional cell towers or options in the Eaglewood Golf Course area including moving the existing cell tower near the clubhouse to the flag pole area and the ordinance related to smaller cellular towers.	
3	Karyn	(1-2-24) Staff to work with Google Fiber on connectivity in the Eaglewood Drive/Deer Hollow Circle neighborhood.	
4	Karyn	(1-2-24) Staff to follow-up on potholes along Eagleridge Drive.	
5	Jon	(11-7-23) Street light repairs (Mont Clair, 900 North between Redwood and Fox Hollow, Springwood Drive).	<i>(11/28/2023) Notes from the open work task for light located on the Southwest corner of 900N and Cutler Dr said this light has underground power issues we are trying to troubleshoot. The other lights have open work task to be repaired, a list has been sent to Hunt Electric.</i>
6	Jon	(8-15-23) Provide update on software/system to allow customers to see water usage to aid conservation efforts.	
7	Heidi	(8-15-23) Continue research on ability to print tiered water usage on the paper utility bill also in the interim.	<i>(12-27-23) Working with Freedom mailing on various layout options with intent to launch for March 2024 billing cycle.</i>
8	Ken/David/Heidi	(8-1-23) Considerations for public art in the City including Hatch Park, potential for a public survey on what would be desired, research on grants, consideration in next year's budget, help from residents, etc.	<i>(9/14/23) This item will be included in our work with the selected design team for the Hatch Park project.</i>
9	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congressman Stewart advised Mayor Horrocks about.	<i>(3/16/23) Staff met with Stewart representatives and had an additional training meeting on this program. We will work to prepare the City for the 2024 Grant cycle.</i>

10	Ken/Wendy	(3-7-23) Staff to prepare a policy related to City Hall rental/use.	<i>(3/16/23) Staff is reviewing city hall use policies and will propose a written policy statement in a future Council meeting.</i>
11	Safety Committee	(9/6/22) Inventory of public safety weaknesses around the City's elementary schools. Identification of problem areas and recommendations for resolving pedestrian and other active transportation issues. (2-7-23) Seek WFRC funding for safety plan surrounding local elementary schools.	<i>(2/16/23) Sherrie is checking with WFRC to see if there is funding assistance available for completion of safety plans around NSL elementary schools. (12/28/22) Safety Committee met on this 11/1/22. A meeting with interested CC members was scheduled. Committee met with Councilmember Van Langeveld on this item 12/15/22.</i>
12	Sherrie & PW/Parks Dept.	Combined Action Items: (Various Dates) Park strips & City owned property. Review city code for park strip landscape requirements, propose alternatives for vegetation requirements (trees) & evaluate city owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land.	<i>(5/11/23) Work Session scheduled for May 16.</i>
13	Ken	(5-17-22) Staff to review alternatives for uses of City-owned properties at City Hall parcels and Hatch Park; develop process for making decisions.	<i>(12/28/22) Project report back should be in Spring, 2023. City staff will also be attending training on "Your Land, Your Plan" on January 9 to learn of the benefits of that program.</i>
14	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc.	<i>(4/12/22) Staff is exploring solutions with Davis County.</i>
15	Ken	(2-16-21) 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>
16	David, Ken	Long range monitoring item: (3-1-22) Review the park reservation cleaning deposit next year to see if it was effective in relation to damage/cleaning-Staff to provide a study by the end of 2022.	<i>(3/21/23) Public Works has built a work order system for tracking, reviewing and documenting damages and associated costs made to pavilions and will report back to council at the end of the 2023 season because there was not enough data at the end of 2022.</i>
Future Agenda Item Discussion Requests			
1	Sherrie	(1-16-24) Work session to review zoning, available properties in the City, and an overview of the General Plan process.	
2	Ken	(1-16-24) Work session to discuss Council priorities and potential items to be cut as part of the annual budget meeting.	

3	Sherrie	(1-2-24) Work session related to Code changes for the Rip the Strip Program and regulations for street trees.	
4	David/Linda	(12-6-23) Signage for Veterans Memorial Park and Hatch Park (Bamberger marker) back to City Council for review at future meeting.	
5	Sherrie	(11-7-23) A future discussion item related to Wasatch Choice and the Utah Trail network opportunity from Davis County to Salt Lake County.	
6	Ken	(11-7-23) A future discussion item to determine if the four day/ten hours a day work week for City staff was still meeting resident needs.	
7	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	
8	Ken/CM Van Langeveld	(8-15-23) Plan for a work session discussion on the wellbeing survey results and any action to be implemented (including any recommendations from the Health & Wellness Committee)	<i>(9-27-23) Staff to present survey results to the Health & Wellness Committee and then schedule this in a CC work meeting.</i>
9	Ken	(6-20-23) Potential City Council discussion on cyber security.	<i>(7/12/23) A work meeting for this item will be held in September or October as schedules allow.</i>
10	Todd	(6-20-23) City Attorney to discuss first amendment, equal protection, and use of public facilities (time, place, manner restrictions).	<i>(7/12/23) This item will be scheduled for January 2024 after the new City Council is in place.</i>
11	Ken/CM Baskin	(6-20-23) Tree planting program work session discussion (8-1-23). Development of City's tree planting program. Staff to provide a report by the end of the year.	<i>(7/12/23) A representative of Holladay City will schedule a date when they can present their program to the City Council.</i>
Completed			
1	Sherrie	(11-7-23) Request for more data on where the Lime Scooters were being used (targeted area or spread out).	<i>(01.09.2024) The following map link was provided to the City that shows the start locations for all 2023 Lime Scooter trips.</i>
https://www.google.com/maps/d/edit?mid=1uFpSr2qYA72K54zMa4Ayef6bBqQQQpl&usp=sharing			