7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
DECEMBER 6, 2023

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **6th day of December 2023** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at www.Midvale.Utah.gov by 5:00pm on December 5th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

6:00 PM – WORKSHOP

- Midvale Entryway Monument Design Discussion ***[Adam Olsen, Community Development Director]***

6:30 PM - REGULAR MEETING

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Unified Police Department Report
D. Recognition of Council Member Quinn Sperry
E. Proclamation Honoring Council Member Quinn Sperry

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. MAYOR REPORT

A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

A. Councilmember Paul Glover
B. Councilmember Quinn Sperry
C. Councilmember Dustin Gettel
D. Councilmember Bryant Brown
E. Councilmember Heidi Robinson

V. CITY MANAGER REPORT

VI. PUBLIC HEARING

A. Midvale City initiated request to amend Section 17-7-8.4(A)(9)(c) of the Transit Oriented Development (TOD) zone relating to townhome development in the Midvale City Municipal Code. ***[Elizabeth Arnold, Senior Planner]***

ACTION: Consider Ordinance No. 2023-O-16 Amending Title 17-7-8.4(A)(9)(c) of the Transit Oriented Development (TOD) zone relating to Townhome Development in the Midvale City Municipal Code.

VII. CONSENT

A. Consider Minutes of November 14, 2023 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider ***Resolution No. 2023-R-43*** Establishing a Time and Place for holding Regular City Council Meetings, Designate the Mayor Pro-Tempore, and Adopt the Holiday Schedule for the 2024 Calendar Year ***[Rori Andreason, City Recorder]***

C. Consider ***Resolution No. 2023-R-44*** Authorizing the Mayor to Enter into an Agreement with Group Benefits Services for Insurance Broker Services ***[Rori Andreason, City Recorder]***

VIII. ACTION ITEMS

A. Consider **Resolution No. 2023-R-45** Canvass the Results of the November 21, 2023 General Municipal Election ***[Rori Andreason, City Recorder]***

B. Canvass the Results of the November 21, 2023 Bond Election ***[Matt Dahl, City Manager/Rori Andreason, H.R. Director/City Recorder]***

C. Consider ***Resolution No. 2023-R-46*** Requesting the Recertification of the Midvale Justice Court ***[Mariah Hill, Administrative Services Director]***

D. Discuss and Consider ***Resolution No. 2023-R-47*** Acknowledging Completion and Receipt of Fiscal Year 2023 Annual Audit ***[Mariah Hill, Administrative Services Director]***

E. Consider ***Resolution No. 2023-R-48*** Authorizing the Mayor to enter into a Contract with Hansen, Allen, Luce for the Storm Water Master Plan ***[Jerimie Thorne, Public Works Deputy Director]***

F. Consider ***Resolution No. 2023-R-49*** Approving CDBG Grant Funding Contract with Salt Lake County ***[Meggie Troili, RDA Project Manager]***

G. Consider ***Resolution No. 2023-R-50*** Consent to enter into a Pass-Through Agreement with The Redevelopment Agency of Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program ***[Meggie Troili, RDA Project Manager]***

H. Consider ***Resolution No. 2023-R-51*** Authorizing Mayor Stevenson to execute an agreement with MHTN Architects for the Fort Union Boulevard Corridor Study ***[Wendelin Knobloch, Planning Director]***

I. Consider ***Resolution No. 2023-R-52*** Authorizing the Mayor to enter into an Engineering Services Agreement between Midvale City and Paul Hansen Associates LLC for the 2024 West Main Street Area Roadway and Utility Project. ***[Kate Andrus, RDA Program Manager]***

IX. DISCUSSION ITEMS

A. Open and Public Meetings Act Training ***[Garrett Wilcox, City Attorney]***

B. Discuss Conveyance of Park Area Adjacent to Zion's/Jordan Bluffs, to Midvale City ***[Adam Olsen, Community Development Director]***

X. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
B. Strategy sessions to discuss pending or reasonably imminent litigation;
C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
D. Discussion regarding deployment of security personnel, devices, or systems; and
E. Investigative proceedings regarding allegations of criminal misconduct.

XI. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at http://pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: NOVEMBER 30, 2023

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER

MIDVALE CITY

Proclamation

Whereas the City Council and City Staff of Midvale City, desire to formally express appreciation to Council Member Quinn Sperry for his long and distinguished service; and

Whereas, Council Member Quinn Sperry was elected to the Midvale City Council and served from 2014 to 2024; and

Whereas, Council Member Quinn Sperry served on numerous boards on behalf of Midvale City, including the UIA (Utah Infrastructure Agency) Board, Utah League of Cities and Towns Legislative Policy Committee, Shelter the Homeless Board, and the Community Council; and

Whereas, his time of service has been marked by exemplary dedication to, and advocacy for, Midvale's residents and businesses; and

Whereas, he has worked constantly for the betterment of the City's economic, cultural, and aesthetic development; and

Whereas, Council Member Quinn Sperry earned the respect of Midvale City staff and the community by being kind, generous, funny and fair; and

Whereas, it is fitting that in conjunction with the conclusion of Council Member Sperry's service as a Council Member, and in formal recognition of his numerous contributions and his distinguished service to the community, Midvale City Council, Midvale City staff as well as our residents, express to him our sincere thanks for his dedication and leadership.

Now, Therefore, on behalf of the City Council and the residents of Midvale City I, Marcus Stevenson, Mayor of Midvale City, by virtue of the authority vested in me, do hereby officially proclaim our appreciation and gratitude to Quinn Sperry for his loyal and dedicated service to the community.

IN WITNESS THEREOF, I have hereunto set my hand and affix the seal of the City of Midvale this 6th day of December 2023.

Attest:

Rori Andreason
H.R. Director/City Recorder

Marcus Stevenson, Mayor

Dustin Gettel, Council Member

Paul Glover, Council Member

Bryant Brown, Council Member

Heidi Robinson, Council Member

7505 S Holden Street
Midvale, UT 84047
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MIDVALE CITY COUNCIL
STAFF REPORT
12/6/2023

SUBJECT

Midvale City initiated request to amend Section 17-7-8.4(A)(9)(c) of the Transit Oriented Development (TOD) zone relating to townhome development in the Midvale City Municipal Code.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

Midvale City requests an amendment to the above-listed chapter of the Midvale City Municipal Code. This section regulates the development of townhouses in medium and high-density residential developments. The proposed amendment removes language that is cumbersome and difficult to implement in practice. The amendment will make the development process smoother and easier for both applicants and city staff.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;
Response: The request is not for a rezone; rather, an amendment that simplifies townhouse development in the TOD zone and satisfies ongoing community needs.
2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,
Response: This criterion is not applicable.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;
Response: This criterion is not applicable.

Planning Commission Recommendation
Recommend Approval.

STAFF RECOMMENDATION

Recommend Approval.

RECOMMENDED MOTION

“I move that we approve the amendment to Section 17-7-8.4(A)(9)(c) of the TOD zone as provided in the attachments, with the finding noted in the summary report.”
Finding:

1. The amendment complies with Midvale City Code 17-3-1(E)(1).

CITIZEN AGENDA SUMMARY

This item is proposing to get rid of language regarding townhome development in the TOD zone to make development more straight forward.

ATTACHMENTS

1. Draft Ordinance

ORDINANCE NO. 2023-O-16

AN ORDINANCE AMENDING TITLE 17-7-8.4(A)(9)(c) OF THE TRANSIT ORIENTED DEVELOPMENT (TOD) ZONE RELATING TO TOWNHOME DEVELOPMENT IN THE MIDVALE CITY MUNICIPAL CODE.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-9a-501 through 10-9a-503, Midvale City ("the City") has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the "Code"), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

WHEREAS, pursuant to Section 16-04-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effect design and layout of the land;

WHEREAS, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

WHEREAS, the City desires to amend Title 17-7-8.4(A)(9)(c) of the Transit Oriented Development (TOD) zone relating to townhome development in the Midvale City Municipal Code; and

WHEREAS, the Planning Commission held a public hearing on November 8, 2023, to review the request for amendments and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on December 6, 2023; and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission's recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Midvale City, Utah as follows:

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the following attachments to this document:

- Attachment A: Amending Title 17-7-8.4(A)(9)(c) of the Transit Oriented Development (TOD) zone relating to townhome development in the Midvale City Municipal Code.

Section 2. This ordinance shall take effect upon the date of first publication.

PASSED AND APPROVED this ____ day of _____, 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

Voting by City Council	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

Date of first publication: _____

Attachment A:

17-7-8.4 Medium and high density residential development standards.

A. The following development standards apply to new single family attached, single family detached, and multifamily development in the zone, with the exception of single family detached residential lot subdivisions (see Section 17-7-8.3):

9. *Characteristics of Housing Product.*

c. *Single Family Attached (Townhouse).* The development of ~~contiguous~~ townhouses is limited to ~~fifty units (i.e., in any single location) and in~~ groupings no larger than eight units each. ~~Any additional development over fifty townhouses may be developed so long as one-third of the total approved units are located on uncontiguous lots, a minimum of one hundred fifty feet or three lots apart in all directions and in groupings no larger than eight units each.~~ Any townhouse development ~~larger than eight units~~ shall provide at least two different unit models. Each unit model shall have at least three characteristics that clearly distinguish it from the other townhouse models.

CITY COUNCIL MEETING
Minutes

Tuesday November 14, 2023
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Quinn Sperry
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Deputy Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Keith Ludwig, City Engineer; Wendelin Knobloch, Planning Director; Elizabeth Arnold, Senior Planner; Jonathan Anderson, Planner II; Cody Hill, Economic Development Director; Meggie Troili, RDA Project Manager; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:01 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

B. ROLL CALL - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Quinn Sperry, and Paul Glover were present at roll call.

C. UNIFIED FIRE AUTHORITY REPORT

Chief Brad Larson reported on the third quarter report for the call volume activity. There is a downward trend this year versus past years. Fifty percent of the incoming units response times were 4 minutes and 25 seconds. Last Friday they responded to a Sandy fire on 8600 South. The fire started from work taking place in a nearby area. Station 125 received four calls regarding a rabid racoon. Crews also participate in many community events. Unified Fire won three of the four awards for the Chili Cookoff. They sold the entire 55 gallons of Chili that was made. It was a charitable event for the University of Utah burn camp. Unified Fire raised $14,000 for this event. He also reported that budget

PENDING

preparations are underway and the Safety message for Unified Fire is to remember to be alert in the kitchen for Thanksgiving cooking.

Mayor Stevenson thanked Unified Fire for assisting in the tour of Station 125 for the NextGen program.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. MAYOR REPORT

Mayor Stevenson said the Jordan Clarkson Foundation, Utah Jazz, is working with Life Start Village to give out 300 Thanksgiving meals. The last Coffee with the Mayor event will be this Friday at 5:30 pm at Tres Gatos. He said he will be taking December off for that event.

IV. COUNCIL REPORTS

A. Council Member Paul Glover – Had nothing to report.

B. Council Member Quinn Sperry – Had nothing to report.

C. Council Member Dustin Gettel – said there is a significant amount of the Jordan River Trail on the Midvale side that is pitch black at night. Residents along that stretch and the apartment at the rooftops would like to have the lights fixed on the trail. He asked if some money could be found to fix the lights directly by where people live. Even if they take their dogs out at night, it's pitch black. He said he would like to discuss this issue in the upcoming council meetings.

Jerimie Thorne said he is working on a lighting master plan to address this issue.

D. Council Member Bryant Brown – said he felt moving the Coffee with the Mayor to other coffee shops would be advantageous. Midvale lacking in space to hold events. There needs to be more event space to support the community.

E. Council Member Heidi Robinson – said due to the special election, election day is November 21st. Please submit your ballots.

Mayor Stevenson said the ballots need to be postmarked by Monday, November 20, 2023.

V. CITY MANAGER REPORT

Matt Dahl had nothing to report.

VI. CONSENT

A. CONSIDER MINUTES OF OCTOBER 17, 2023

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Quinn Sperry. Mayor

PENDING

Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

VII. ACTION ITEM

A. CONSIDER ORDINANCE NO. 2023-O-15 AMENDING MIDVALE MUNICIPAL CODE CHAPTER 2.24 CITY COMMITTEES

Matt Dahl said Chapter 2.24 of Midvale City Code establishes standing committees, the rules for creating new committees, and the ability to recognize community organizations. Midvale City staff is proposing to modify Chapter 2.24 to provide the City Council with more flexibility to create new committees and to remove the recognition of community and neighborhood organizations.

Chapter 2.24 indicates that:
"The city council may form committees composed of its own members and/or others for such purposes as it deems appropriate."

Chapter 2.24 places regulations on how city committees may be formed and operated, which creates uniformity, but also limits the options of the City Council. Staff proposes that Chapter 2.24 be simplified to indicate that the City Council may form new committees by resolution that will establish the rules by which the committee will operate. This would allow for committees to be created to meet specific community needs without conflicting with Midvale City Code. Outside of the standing committees established specifically in City Code (e.g, Audit Committee, etc.), the Harvest Days Committee is the only active city committee. Staff anticipates that the proposed change will allow the City Council to find creative solutions for forming a new community council and formalizing the city's relationship with the Community Violence Coalition.

Staff also proposed deleting Article III. Community/Neighborhood Organization Recognition. Staff believes that this chapter was originally created to recognize the Midvale Community Council, regulate its operation, and let it be independent. However, regulated independence creates liability issues for the City and complicates the administration of the community organization. Staff believes that it would be better for the community organizations envisioned by this policy to become formal committees of the city or remain independent and work with the city by agreement. Given that this chapter of code has not be utilized in many years, if ever, staff believes that the deletion of this chapter of code would have no impact on the City.

STAFF'S RECOMMENDATION

Staff recommended adopting Ordinance 2023-O-15 amending Midvale Municipal Code Chapter 2.24 City Committees to provide more flexibility in creating new committees and removing the article regarding community organization recognition.

PENDING

City Committees Policy Discussion
Chapter 2.24 Summary of Changes

- Chapter 2.24 – City Committees
- Technical changes – Capitalized Terms (City, Recorder, Audit Committee, etc.)
- Article 1 – General Provisions
- Deleted specific terms governing the formation of committees.
- Allows for City Council to create committees by resolution.
- Establishes requirement for inclusion in a resolution creating a committee.
- Article 3 – Community/Neighborhood Organization Recognition
- Deleted

MOTION: Council Member Dustin Gettel MOVED to adopt Ordinance No. 2023-O-15 Amending Midvale Municipal Code Chapter 2.24 City Committees. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. JORDAN VALLEY WATER CONSERVANCY DISTRICT PRESENTATION AND DISCUSSION ON THE REGIONAL WATER TREATMENT PLAN DROUGHT, WILDFIRE, AND EARTHQUAKE RESILIENCY PROJECT

Jacob Young, JVWCD Deputy General Manager, was present to discuss receiving feedback from the Council on the Regional Water Treatment Plan Drought, Wildfire and Earthquake Resiliency Project

Introduction

Jordan Valley Water Conservancy District (JVWCD)

- Political Subdivision of the State of Utah
- Established in1951 under the Water Conservancy Act as the Salt Lake County Water Conservancy District
- Wholesale water provider to South and West Salt Lake County

Primary supply facilities:

- Jordan Valley Water Treatment Plant (JVWTP)
- Southeast Regional Water Treatment Plant (SERWTP)
- Southwest Regional Groundwater Treatment Plant(SWGWTP)
- 40 Ground water wells

PENDING

Jordan Valley Water Conservancy District(JVWCD)

- Serves800,000 throughout Salt Lake County
- 17 Member Agencies
- 130,000 Acre Feet per year
- 250 million gallon per day capacity
- Governed by a board of 9Trustees

Midvale City's Water Supply

We are honored to support Midvale City's Public Works Department in their mission to deliver clean and safe water for daily use.

JVWTP History

JVWTP History
Jordan Valley Water Treatment Plant (JVWTP)

- Location: Herriman, Utah
- Start ofOperation:1972
- Design Capacity:138/180 MGD
- Largest municipal water treatment plant in Utah.
- Supplied from Provo River via Jordan Aqueduct and Provo River Aqueduct

Hazards

Drought, wildfire, and/or earthquake have the potential to reduce or stop production for weeks to years due to deficiencies in the 1971 portion of the plant.

FEMA Building Resilient Infrastructure and Communities (BRIC) Program

Provides grants to mitigate natural hazards to minimize or prevent service disruptions and the resulting economic impact.

JVWCD is applying for a $46M grant to help pay for this $70M project.

Resiliency Project

Mitigate potential for service disruption to maintain the following during a natural hazard:

- Water service to hospitals and other recovery centers
- Fire suppression
- Residential sanitation needs

Feedback wanted:

PENDING

JVWCD Drought, Wildfire, Earthquake Resiliency Project Website Homepage

Council Member Paul Glover asked if this would increase water utility bills.

Mr. Young said rates have not been established yet; however, they will look into it and follow up.

Council Member Paul Glover asked how long this plan is for. How far into the future will need to do another plan.

Mr. Young said they plan 50 years in advance and this particular plan is from grant funding.

B. TRANSPORTATION MASTER PLAN TMP DISCUSSION

Adam Olsen said Midvale City was awarded financial assistance through a Transportation and Land Use Connection (TLC) grant for a Transportation Master Plan (TMP). The TMP will be the first of its kind for Midvale, providing a comprehensive analysis and recommendations for the City's transportation network, including preparation of an Impact Fee Facilities Plan(IFFP), a required step in the preparation and implementation of a Transportation Impact Fee Analysis for the collection of development impact fees for the expansion of the City's transportation network.

The scope of the project includes, among other things, an analysis of existing conditions, future demands analysis, street classification system, implementation plan, and an Impact Fee Facilities Plan (IFFP). Opportunity for public input and project updates to City Council are included in both the scope and proposed timeline.

On August 8, 2023, the Council approved Resolution 2023-R-34 authorizing the Mayor to execute an agreement with Wasatch Front Regional Council (WFRC) for the TMP. After a Request for Proposal (RFP) was released, soliciting bids from qualified firms to conduct the TMP, Parametrix was chosen to lead the study and prepare the plan.

Charles Allen, Parametrix, reviewed the following:

Introduction
Last major city-wide transportation effort since 2016 General Plan

PENDING

Major Elements

- Improve overall mobility, accessibility, safety, and long-term cost effectiveness of future projects
- Identify a street classification system
- Include an implementation plan
- Develop an Impact Fee Facilities Plan (IFFP)

Schedule

1. Goals and Objectives October
2. Existing Conditions
3. Future Demand Conditions November
4. Transportation System Plan January
5. Street Classification
6. Implementation Plan
7. Public Engagement August, September, October, December, and May
8. Performance Metrics
9. Impact Fee Facilities Plan

Existing Conditions

Travel Times
Crash History
Planned Projects, etc.

Active Transportation

RAISE Grant Projects

Public Engagement

Harvest Days
Website & Survey https://engagemidvale.com/transportation-master-plan
Public Meetings

Draft Goals

Compiled goals established in previous planning documents and investigated themes

- General Plan
- Midvalley Active Transportation Plan
- Midvale State Street Corridor Study
- WFRC Regional Transportation Plan
- Etc.

1. Increase quality of life in Midvale through comfortable human-powered and motorized access for everyday trips such as recreation, health care, employment, and cultural and community amenities.
2. Support human powered access to neighborhoods, city centers, parks, gateways, and redevelopment target areas.
3. Improve community cohesion and recreation through active transportation.

PENDING

4. Create a safe, connected, and equitable transportation system that supports multi-modal movement.

Council Member Paul Glover said parking is an issue with the transportation plan. Developers keep building more and more high density buildings and apartments. He said he would like to see that in the study where all these cars are going to park.

Council Member Bryant Brown said the plan needs to work on the parking issues.

Council Member Dustin Gettel said his preferred form of transportation is walking. Some of the walking areas in Midvale are dangerous for pedestrians.

Council Member Heidi Robinson said she would like to look into the safety issues.

Mayor Stevenson said would like to see accessibility and connectivity.

Council Member Paul Glover said the plan needs to be reasonably affordable.

Nate Rockwood said there is a grant for this program. The funding is a ways out and will give the City time for additional planning.

C. DISCUSS MAYOR PRO-TEMPORE SELECTION DISCUSSION

Matt Dahl said under Midvale's form of government, Utah State Code gives the City Council the authority to select a Mayor Pro-Tempore as follows:

•**10-3b-302(2)(a)**If the mayor is absent or unable or refuses to act, the council may elect a member of the council as Mayor Pro-Tempore, to preside at a council meeting and to perform, during the mayor's absence, disability, or refusal to act, the duties and functions of the mayor.

•**10-3b-302(2)(b)**The municipal clerk or recorder shall enter in the minutes of the council meeting the election of a councilmember as Mayor Pro-Tempore under Subsection (2)(a).

Historically, the City Council has approved monthly rotation for city council members to serve as the Mayor Pro-Tempore. This method of assigning the Mayor Pro-Tempore is a tradition, but is not required by City or State Code, or by the Midvale City Council Rules of Order and Procedure.

A city council member has requested a council discussion regarding the selection and term of the Mayor Pro-Tempore. They have proposed having the city council consider selecting a single Mayor Pro-Tempore, and possibly a back-up Mayor Pro-Tempore, that would serve for the entirety of the year. This proposed change would not require a formal change in rules or policy unless the Council would like to formalize the method of selecting the Mayor Pro-Tempore.

Council Member Dustin Gettel said other councils have some form of electing a chair and a vice-chair.

PENDING

Council Member Quinn Sperry said it usually only happens once or twice a year when the Mayor is absent or unable to perform.

Council Member Bryant Brown said he feels it isn't fair to a new council member to perform this duty.

Council Member Heidi Robinson agreed with Council Member Brown.

Council Member Bryant Brown said the most seasoned council member could be the chair and next in seniority would be the vice chair.

Garrett Wilcox asked the Council if they would like a trial run or put something into a formal decision.

The Council agreed to go through a trial first.

Matt Dahl said for this year it would be Council Member Paul Glover and Council Member Bryant Brown. The Council agreed.

D. DISCUSS ESTABLISHING A TIME AND PLACE TO HOLD REGULAR CITY COUNCIL MEETINGS, DESIGNATE A MAYOR-PRO TEMPORE SCHEDULE, AND ADOPT THE HOLIDAY SCHEDULE FOR THE 2024 CALENDAR YEAR

Rori Andreason said Section 2.36 of the Midvale Municipal Code outlines the City Council meeting scheduled as required by state statute. The Council is scheduled to meet the first and third Tuesdays of each month for a City Council meeting. Workshop meetings will be held prior to the regular meeting as needed. The City Council meetings scheduled in the months of November and December may differ from the above schedule. The proposed Council meeting schedule and holiday schedule for the City for calendar year 2024 has been included for Council consideration as well as the Mayor Pro-Tempore schedule.

The Council discussed the 2024 meeting and holiday schedule and approved schedule.

Council Member Paul Glover asked staff to make sure the dates did not conflict with the caucus meetings.

E. DISCUSS CONTRACT WITH GROUP BENEFITS SERVICES FOR INSURANCE BROKER SERVICES

Rori Andreason said In July 2023,a Request for Proposal(RFP)was issued for insurance broker services. The RFP sought qualified bidders to submit proposals meeting specific criteria. A committee was formed to evaluate these proposals, consisting of Susan Stengel, Procurement/Contract Analyst; Rori Andreason, HR Director; Sherri Timmerman, Benefits Coordinator; and Adam Olsen, Community Development Director. Each committee member independently rated the bidder's proposals to identify the top four providers. These top four providers were then invited to present their proposals to the committee. After the presentations, the committee requested the final and best pricing from the four providers.

Upon receiving the final pricing, the committee unanimously decided to award the bid to Group Benefit Services. This decision was made after thorough evaluation of the proposals and presentations, signifying that Group Benefit Services provided the most favorable and competitive offer for insurance broker services. The contract has a term agreement from January 1, 2024 to December 31, 2028 with the option to renew for an additional 2-year term.

FISCAL IMPACT: Contract not to exceed $77,000 annually.

The Council agreed to add this item to the next city council meeting for approval.

F. DISCUSS RECERTIFICATION OF THE JUSTICE COURT

Mariah Hill said Section 78A-7-103 of the Utah Code requires that municipal justice courts be recertified by the Utah Judicial Council every four years. The certification for the Midvale City Justice Court ("the Court") expires in January 2024. To qualify for recertification, Midvale City must submit the following three documents:

1. An affidavit submitted by Judge Vo-Duc certifying that the Court meets the state requirements for a Class I Justice Court
2. A letter from the city attorney attesting to the viability of the justice court, and
3. A resolution adopted by the City Council

The Administrative Services Department and the Legal Department are preparing these documents and will have them for your review on December 6, 2023.

IX. ADJOURN

MOTION: Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 8:55 p.m.

_____

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 6th day of December, 2023

PENDING

CITY COUNCIL PUBLIC MEETING
Minutes

Tuesday November 14, 2023
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Quinn Sperry
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Deputy Public Works Director; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; Mariah Hill, Administrative Services Director; Laura Magness, Communications Director; Wendelin Knobloch, Planning Director; Jonathan Anderson, Planner II; Elizabeth Arnold, Senior Planner; Meggie Troili, RDA Project Manager; Cody Hill, Economic Development Director; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

6:00 PM – PUBLIC MEETING

Mayor Marcus Stevenson called the public meeting to order at 6:05 p.m.

I. GENERAL BUSINESS

PUBLIC MEETING TO HEAR ARGUMENTS FOR AND AGAINST THE MIDVALE RECREATION BOND PROPOSITION FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF APPROXIMATELY $11,200,000 OF GENERAL OBLIGATION BONDS FRO THE PURPOSE OF FINANCING A PORTION OF THE COSTS TO CONSTRUCT A NEW RECREATION CENTER, INCLUDING A COMMUNITY POOL, AND OTHER RECREATIONAL AMENITIES, INCLUDING TRAILS, AND ALL RELATED IMPROVEMENTS. THE BONDS TO BE DUE AND PAYABLE NOT MORE THAN 31 YEARS FROM THE ISSUANCE OF THE BONDS

Mayor Stevenson welcomed the public and explained the process for the meeting. He stated the City must stay neutral in this discussion. The meeting was for comments, not a question-and-answer meeting.

Matt Dahl explained Midvale City Recreation Bond Ballot Proposition for the Utah Special Bond Election as follows:

PENDING

Shall the City Council (the "Council") of Midvale City, Utah (the "City"), be authorized to issue General Obligation Bonds in an amount not to exceed Eleven Million and Two Hundred Thousand ($11,200,000) (the "Bonds") for the purpose of financing a portion of the costs to construct a new recreation center, including a community pool, and other recreational amenities, including trails, and all related improvements; said Bonds to be due and payable in not to exceed thirty-one (31) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned, a property tax sufficient to pay debt service on the Bonds will be required over a period of thirty (30) years in the

Estimated average amount of $48.80 per year on a $438,000 primary residence and in the estimated amount of $88.74 per year on a business property having the same value. The foregoing information is only an estimated and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in Midvale City, Utah.

For the Issuance of Bonds (Yes)
Against the Issuance of Bonds (No)

Modern Recreation Center

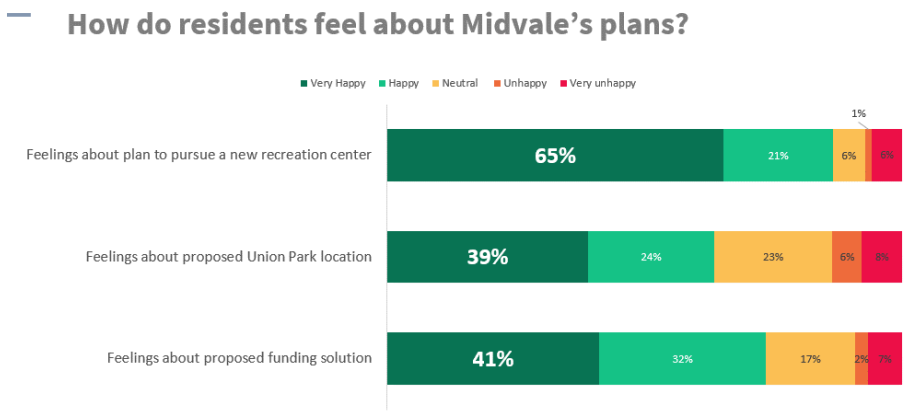
- County Operated
- Community Pool
- Sports Programming Spaces
- Community Spaces
- Support residents of all ages and abilities.
- Estimated Cost - $45 million
- Example – Draper Recreation Center

History

- **Spring 2023 –** Community Survey, Focus Group, and Outreach
- **July 18** – City Council Approved Special Bond Election Resolution
- **August 8** – City Council Amendment to Special Bond Election Resolution
- **September 19** – City Council Approval of Argument in Support of Bond
- **October 3** – Public Hearing
- **October 30** – Voter Information Pamphlet Distributed
- **November 14** – Public Meeting
- **November 21** – Election
- **December 6** – Election Canvass

How do residents feel about Midvale's Plans?

PENDING



Why is Midvale City Proposing a Bond?

- $10 million in bond funding could improve Midvale's chances of receiving a new modern recreation center.
- $1.2 million of the bond funding would help Midvale unlock $4.8 million in federal funding for new dedicated walking and biking paths throughout the City.

Financial Impact

- Property taxes will only increase if the proposed bonds are issued by the City.
- The maximum amount of the proposed Midvale Recreation Bond is $11.2 million and will be repaid within 30 years. The estimated property tax increase is expected to be $48.80 per year for the average primary residence in Midvale City valued at $438,000 and $88.74 for a business of the same value.
- Property Value = $100,000
- Residence - $11.14
- Business - $20.26

Frequently Asked Questions

- What happens next if the bond is approved?
- If the bond is approved, is Midvale guaranteed to get a new recreation center and new dedicated walking/biking paths?
- What will happen to the Copper View Recreation Center if the bond is approved?

Midvale RAISE Grant Projects

Vetted through Mid-Valley Active Transportation Plan, 2023 Regional Transportation Plan, RAISE grant methodology and Midvale City Council Letter of Support

Wendelin Knobloch explained the projects that are in the RAISE Grant, which have been vetted through Mid-Valley Active Transportation Plan, 2023 Regional Transportation Plan, RAISE methodology and Midvale City Council Letter of Support. The four projects are:

Cottonwood Street Buffered Bike Lane

PENDING

- Painted bike land with painted buffer that is 18” or wider
- Local match: $44,140

Main-Holden – 700 W Street Buffered Bike Lane
- Painted bike lane with painted buffer that is 18” or wider
- Local match: $65,730

Center Street Protected Bike Lane
- Bicycle lane is protected by physical barrier such as curb, landscaping
- Local match: $932,064

Fort Union Trax to Maple Street Multi-Use Path
- Pathway for people walking for cycling; no cars allowed
- Local match: $168,234

He said the federal money requires the local match which would be included in the General Obligation Bond.

Mayor Stevenson opened the meeting to public comments.

Molly Signorety expressed her support for the recreation bond for the kids and the future of Midvale. Her comments were as follows:

Hi- My Name is Molly Signoretty and for those of you who don’t know me, I live on Grant Street here in Midvale, I am the current chair of the Harvest Days Committee for Midvale. This is my son Remy, he is 2.5 years old.

I am here to share about the support of the Recreation Bond. Now for all of us in this room old enough to vote, other than casting our vote, this bond isn't actually about us. It's about Remy, it's about families with young children, couples with unborn children, the future of Midvale.

The vision of this bond is to create a community where our children and community members can grow, learn and play in safe and vibrant spaces. Our city has been a wonderful place to live, work and raise families and it's our duty to ensure that this legacy continues for the next generation.

Recreational spaces are more than just gyms, pools or basketball courts , it's more than just a bike or walking path, they are also safe havens for community members of all ages to build lifelong connections. Now more than ever, building strong social connections is key to overall well being and success.

In addition to social connection, recreational spaces also help to promote social equity and provide ample opportunity for all community members to grow regardless of their life circumstances.

PENDING

I want to take a moment to explain how we can create the biggest impact on social equity in a bit more detail. I would like each of you to picture yourself on the side of the Jordan River, you are sitting enjoying a lovely sunny afternoon with a snack. When you suddenly see a child drowning as the river rushes by. Instinctively you jump into the water and save the drowning child. As you are helping this child dry off and ensuring they are okay, you see another child in the river drowning. Again, you jump in and rescue the child. This continues to happen over and over again. At which point you decide to run up the river to determine who the heck is chucking these kids in the river! You are identifying the cause. By stopping the kids being chucked in in the first place you are making a direct impact before these kids even enter the water. This is called working upstream and when we look at the most successful and thriving communities they too are working upstream. We are working to solve problems before they occur. At its core, this bond takes steps towards ensuring that every resident of Midvale has access to facilities and areas that promote their health, happiness and opportunities to thrive, regardless of how long they live in our city, their background or socioeconomic. By targeting all community members we are in turn lowering crime (research consistently shows this), increasing community engagement and in turn increasing our community value.

So, as a mama bear who wants nothing but the best for her toddler and every child local to our lovely city, I urge you to join me in supporting the recreation bond for Midvale. Let's invest in our community's future!

Chuck Ladner said he was not necessarily for or against it but if taxes are raised, they never come down.

Lorraine Butler spoke against the bond. For 20 years the residents have been waiting for a recreation center. If the bond is passed, it will be raising taxes. She urged residents to vote no for the bond.

Vaughan Rigby said he was in favor of the bond. The vote would be for the kids in the future, not for themselves. All this stuff we have doesn't come free; it has to be paid for. He said he was for the bond, but against the trails because the streets are too narrow as it is for parked cars.

Howard Graham said he agreed with Vaughan. He also lives on Maple and there's a lot of problems with parked cars. He does not have kids, but he is paying taxes for schools. He said apartments should be paying more for taxes. He said he was against the bond.

Paige Taylor, South Maple Street, said they've had multiple homeless individuals on their street. As soon as a bike path goes in, all the homeless will be camping there and raise crime in their area. She said she was against the bond.

Tufoy said what are the other financial debts of Midvale City that are currently being paid. He said he doesn't mind going to another city for a recreation center.

PENDING

Lisa Ryman said she wants to keep Midvale appealing to young people moving in. She rides her bike and Midvale is terrible for those that ride bikes. She said her husband crashed on his bicycle and now needs a shoulder replacement because the trail was so poor.

Andrea Green said she lives on Maple Street and is concerned about opening the trail due to increased crime.

Howard Graham asked Mayor Stevenson when he was going to walk the path?

Mayor Stevenson said Lorraine reached out to him yesterday, so he is getting that scheduled and will let all the neighbors there know as well.

Matt Dahl said residents are voting for the funding for the recreation project. The City has already received federal funding that would be matched for the trail. The commitment was made to come up with $1.2 million dollars for the trails to match federal funding. If the bond is not approved, the City is still committed to provide the $1.2 million dollars to that project. The City can work with the state to look at design and other factors. If the vote is no, the City will not use the bond as a source of funding.

X. ADJOURN

MOTION: Council Member Quinn Sperry MOVED to adjourn the meeting. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:01 p.m.

_____

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 6th day of December, 2023

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

SUBJECT: **Establish Time and Place to hold Regular City Council Meetings, Designate the Mayor Pro Tempore, and Adopt the Holiday Schedule for the 2024 Calendar Year**

SUBMITTED BY: **Rori L. Andreason, H.R. Director/City Recorder**

SUMMARY:
Section 2.36 of the Midvale Municipal Code outlines the City Council meeting scheduled as required by state statute. The Council is scheduled to meet the first and third Tuesdays of each month for a City Council meeting. Workshop meetings will be scheduled as needed at a date and time designated by the City Council. The City Council meetings scheduled in the months of March, November, and December may differ from the above schedule. The proposed holiday schedule for the calendar year 2024 has also been included for Council consideration as well as the Mayor Pro-Tempore designation. A resolution has been prepared for Council consideration.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I move that we adopt Resolution No. 2023-R-43 Establishing a Time and Place for Holding Regular City Council Meetings, Designate the Mayor Pro Tempore, and Adopt the Holiday Schedule for the 2024 Calendar Year.

Attachments: **Proposed Resolution**

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-43

A RESOLUTION ESTABLISHING TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS, DESIGNATE THE MAYOR PRO TEMPORE, AND ADOPT THE HOLIDAY SCHEDULE FOR THE 2024 CALENDAR YEAR

WHEREAS, pursuant to Section 52-4-202 of the Utah Code Annotated and the Midvale Municipal Code, Section 2.36, the Midvale City Council hereby gives notice of their 2024 City Council meeting schedule; and

WHEREAS, the City Council desires to encourage residents of Midvale City to attend City Council meetings; and

WHEREAS, the City Council desires to have a designated member of the governing body automatically succeed the position of Mayor Pro Tempore whenever the Mayor is absent; and

WHEREAS, the City Council desires to observe certain Holidays throughout the year in which the City Offices will be closed,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The Midvale City Council hereby gives notice of the time and place for holding its regular Council meetings for the 2024 Calendar Year as follows:

City Council meetings are scheduled to be conducted on the first and third Tuesday of each month unless otherwise posted. City Council meetings shall begin at 6:00 p.m. with a Pre-Meeting Workshop. The regular meeting will begin at 7:00 p.m. If needed, the City Council will schedule additional meetings, the time and place of which will be designated by the City Council. The exception to the above schedule will be as follows:

- March Council meetings will be held March 12 and March 26th
- November Council meeting will be held November 12th
- December Council meeting will be held December 3rd

Midvale City may call an emergency meeting to consider matters of an emergency or urgent nature. In accordance with Section 52-4-202 (5) UCA, notice requirements may be disregarded and the best notice practicable given. In accordance with Section 10-3-502 UCA, the Council may call a special meeting providing at least three hours' notice.

Location of Meetings: All meetings described above, except those meetings for which notice is given that the meeting will be held at a different location, will be held at City Hall, 7505 South Holden Street, Midvale, Utah.

Section 2. The Midvale City Council desires to designate a Council Member Paul Glover as Mayor Pro-Tempore and Council Member Bryant Brown as Vice Mayor Pro-Tempore when the Mayor is absent.

Section 3. The City Council desires to observe certain Holidays in which the City Offices will be closed. The following Holiday schedule is hereby adopted for full-time and qualified part-time employees:

New Year's Day ……..... January 1st
Martin Luther King, Jr.'s Birthday ..... January 15th
President's Day ..... February 19th
Memorial Day ..... May 27th
Juneteenth…… June 19th
Independence Day ……..... July 4th

Pioneer Day …….....July 24th
Labor Day .....September 2nd
Veterans' Day … … … … .....November 11th
Thanksgiving Day.....November 28th
Day after Thanksgiving.....November 29th
Christmas Day … … … … .....December 25th
Day after Christmas …….....December 26th

Section 4. The City Council directs the City Recorder to publish the 2024 City Council meeting schedule in accordance with Section 52-4-202 of the Utah State Code Annotated.

Section 5. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 6th day of December 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the Council:	**"Aye"**	**"Nay"**
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

ITEM TYPE: **Discussion**

SUBJECT: **Consider Resolution No. 2023-R-44 Authorizing the Mayor to Enter into an Agreement with Group Benefits Services for Insurance Broker Services**

SUBMITTED BY: **Rori L Andreason, HR Director/City Recorder**

CITIZENS AGENDA: The Council will be considering approval of an Agreement with Group Benefit Services for Insurance Broker Services for the employees of Midvale City.

SUMMARY:
In July 2023, a Request for Proposal (RFP) was issued for insurance broker services. The RFP sought qualified bidders to submit proposals meeting specific criteria. A committee was formed to evaluate these proposals, consisting of Susan Stengel, Procurement/Contract Analyst; Rori Andreason, HR Director; Sherri Timmerman, Benefits Coordinator; and Adam Olsen, Community & Development Director.

Each committee member independently rated the bidder's proposals to identify the top four providers. These top four providers were then invited to present their proposals to the committee. After the presentations, the committee requested the final and best pricing from the four providers.

Upon receiving the final pricing, the committee unanimously decided to award the bid to Group Benefit Services. This decision was made after a thorough evaluation of the proposals and presentations, signifying that Group Benefit Services provided the most favorable and competitive offer for insurance broker services. The contract has a term from January 1, 2024 to December 31, 2028 with the option to renew for an additional 2-year term.

The Council discussed this item on November 14th with instructions to schedule this item for approval at the next meeting.

FISCAL IMPACT: Contract not to exceed $77,000 annually.

RECOMMENDED MOTION:

I MOVE to approve Resolution No. 2023-R-44 Authorizing the Mayor to Enter into an Agreement with Group Benefit Services for Insurance Broker Services

Attachments: **Resolution**
GBS Proposed Agreement

MIDVALE CITY, UTAH

RESOLUTION NO. 2023-R-44

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GROUP BENEFIT SERVICES FOR INSURANCE BROKER SERVICES

WHEREAS, Midvale City issued a Request for Proposals (RFP) for Insurance Broker Services in July 2023; and

WHEREAS, after a thorough review and evaluation of the proposals received, Group Benefit Services emerged as the preferred provider due to presenting the most favorable and competitive offer for insurance broker services; and

WHEREAS, the contract negotiated with Group Benefit Services includes a term of January 1, 2024 to December 31, 2028, with the provision for an option to renew for an additional two-year term; and

WHEREAS, the services offered by Group Benefit Services align with the needs and requirements of Midvale City, ensuring the provision of comprehensive and beneficial insurance broker services.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Mayor is authorized to execute the Agreement with Group Benefit Services for Insurance Broker Services attached hereto commencing from January 1, 2024 through December 31, 2028, as per the terms outlined in the Agreement.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 6th day of December 2023.

By: _____
Marcus Stevenson, Mayor

Voting by the City Council:	Aye	Nay
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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Midvale City Benefits Broker and Consultant Services Agreement

This Agreement to provide benefits brokerage and consultation services is executed on October 26, 2023, by Midvale City ("City," "Midvale"), a Utah municipal corporation and a political subdivision of Utah, and benefits consultant GBS Benefits, Inc., a Utah corporation ("Contractor"). Midvale City and Contractor may be referred to individually as "Party" and collectively as "Parties."

Background

Midvale City is in need of a brokerage firm to provide brokerage and consulting services for the City's group employee benefits programs.

On June 28, 2023, Midvale issued Request for Proposal # MID23-123 for qualified bidders to provide employee benefits programs and consulting services for Midvale City employees.

Contractor represented to the City that it is qualified to provide brokerage and consultation services and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. **Contractor's Responsibilities**. Contractor's performance under this Agreement shall include the following:

    A. **Scope of Services**. The Contractor agrees to provide the following Services:

    i. Serve as a designated insurance broker of record for Midvale City's benefit programs.
    ii. Solicit and analyze insurance proposals and present the results of such analysis to the City.
    iii. Provide insurance consulting services pertaining to cost and benefits provided, and contracts with insurance carriers in connection with the selected plan or program.
    iv. Provide recommendations for benefit changes to meet Midvale City objectives relating to the selected plan or programs as communicated by the City.
    v. Provide reports on trends, utilization, and costs to the City.

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vi. Prepare specifications and assist the City in bidding group insurance products related to the plan or program.
vii. Negotiate all insurance renewal rates and benefits by plan or program and submit them to the City for review, evaluation, and selection.
viii. Provide intermediary services for the City with insurance carriers and assist the City with insurer compliance, insurance contracts, and dispute resolution with insurers.
ix. Provide suggestions to the City related to benefit costs per plan or program**.**
x. Work with insurance carriers to secure rate estimates and firm renewal rates and present them to the City for review, evaluation, and selection.
xi. Review contracts, agreements, and summary plan descriptions.
xii. Facilitate online enrollment and document distribution to employees and present changes at open enrollment employee meetings.
xiii. Administer COBRA for Midvale City.
xiv. Provide printed and electronic annual benefit guide for Midvale City employees.
xv. Provide any other services listed in Section 2.1, Scope of Services in Request for Proposal # MID23-123 (attached as Exhibit A).
xvi. Provide any other services identified by contractor in its response to the Request for Proposal # MID23-123 (attached as Exhibit B).

B. **Assurances.** Contractor assures the City that it will:

i. Make a diligent effort to place all insurance requested by the City at the lowest possible price consistent with adequate breadth of coverage and stability of insurers.
ii. Advise the City of ways in which coverages proposed or provided differ from those currently in place.
iii. Disclose to the City all commissions, payments, and compensation Contractor is eligible to receive or has received from insurers providing coverage to the City, or from any other source related to or arising out of the City's account.
iv. Not assign or transfer the City's account, or any portion of the City's business without the City's prior written approval.
v. Fully disclose to the City all quotes received from insurers, acting in the City's best interest at all times.
vi. Not create or maintain any conflict of interest between the City and any provider.
vii. Not accept or maintain any appointment or position as a board member, or official, with any provider.

C. **Approach**. Contractor will complete the Services in accordance with response to the Request for Proposal # MID23-123 (attached as Exhibit B).

2. Term. The Agreement will take effect on January 1, 2024. Unless otherwise terminated, the Agreement will terminate on December 31, 2028. The Parties have the option, upon

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written mutual agreement of both Parties, to renew and extend this Agreement for an additional 2-year term.

3. **Compensation**. As compensation for performance of the Services, the Contractor will receive commissions directly from insurance providers as their compensation as provided below. It should be noted that Midvale is not obligated to make direct payments to the Contractor for these Services.

Coverage	Current Annual Premiums Paid by Midvale City	Commissions as % of Premium	Total Cost in $$	Not to Exceed Price
Health	$1,596,687.00	3.00%	$ 47,900.61	$ 47,900.61
Dental	$106,017.00	15.00%	$ 15,902.55	$ 15,902.55
Basic Term Life	$10,733.00	12.00%	$ 1,287.96	$ 1,287.96
Optional Term Life	$1,020.00	12.00%	$ 122.40	$ 3,952.32
AD&D	$1,362.00	12.00%	$ 163.44	$ 746.04
Short Term Disability	$23,049.00	12.00%	$ 2,765.88	$ 2,765.88
Long Term Disability	$35,860.00	12.00%	$ 4,303.20	$ 4,303.20
			$ 72,446.04	$ 76,858.56

3% = 2% commission plus a 1% override. Select Health's standard commission for a group the size of Midvale City is 5% plus a 1% override.

4. **Non-appropriation of Funds or Changes in Law**. Upon 30 days written notice delivered to Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

   A. a change in federal, state, or city law materially affects the ability of either Party to perform under this Agreement;
   B. a change in available funds affects the City's ability to pay under this Agreement; or
   C. the City Council fails to fully fund the Services.

   If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

5. **Standard of Care**. The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions.

6. **Fiduciary Duty.** The Contractor must perform the Services under this Agreement as a fiduciary for Midvale City. This means that the Contractor will be required to act in good faith and legally and ethically in Midvale City's best interests, even at the expense of Contractor's own interests. This fiduciary duty may not be delegated to another individual or entity.

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7. **Indemnification**.

   A. **Contractor**. Contractor agrees to indemnify, defend, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from Contractor's or any subcontractor's performance under this Agreement. This includes, but is not limited to, failing to timely provide COBRA information, failing to timely enroll Midvale employees or their dependents in compliance with federal law and regulations, exposing or not adequately protecting confidential, protected, or personal information, failing to negotiate insurance benefits for the City by the necessary deadlines, and failing to fulfil Contractor's fiduciary duty to the City. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorneys' fees and costs) caused by the City's sole negligence or willful misconduct.

   B. **Midvale**. Midvale agrees to indemnify and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from the City's sole negligence or willful misconduct in performing under this Agreement.

   C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. **Government Immunity**. Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann,. as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. **Default**. In the event of a default under this Agreement, the non-defaulting Party may:

   A. Suspend Contractor's performance under this Agreement until the default is corrected;
   B. Withhold payment until the default is corrected;
   C. Terminate this Agreement in accordance with Section 11.

   The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

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10. Termination.

A. **Default**. This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in this Section.

B. **Convenience.** This Agreement may be terminated for convenience by either Party by providing 30 days written notice to the other Party.

C. **Compensation.** Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery to its commission for all Services approved and properly performed prior to the effective date of the written notice.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

A. Good faith negotiations between the Parties;
B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. The Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. Except to the extent the Contractor is authorized to act as

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the City's agent in performing Services under this Agreement, the Parties agree not to perform any such acts as an agent for the other Party.

14. Insurance. Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. **Coverage Amounts**.

i. **Commercial General Liability Insurance**. The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

ii. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

iii. **Professional Negligence/Errors and Omissions Insurance**. The Contractor must have Professional Negligence/Errors and Omissions Insurance in the amount of $1,000,000 per occurrence and $3,000,000 aggregate.

iv. **Cyber Liability Insurance**. The Contractor must have Cyber Liability Insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. This coverage must be maintained for at least five years after this Agreement and survives any termination of this Agreement.

v. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. **Certificate of Insurance**. The Contractor must provide a Certificate of Insurance that meets the requirements of this Section to Midvale five days after a request by the City. If no request has been made by the City, the Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the City no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration**. The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration.

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D. **Additional Insured**. The Contractor must add Midvale as an additional insured to all its insurance policies under this Agreement except for its Workers Compensation policies.

E. **Primary, Noncontributory**. Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. **Material Breach**. The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement.

15. **Status Verification**. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, as amended, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

16. **Boycotts.** Pursuant to Utah Code Ann. § 63G-27-201, Contractor is required to certify that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor may not engage in a boycott of the State of Israel for the duration of the agreement. Contractor must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

17. **Government Records Access and Management Act**. Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901, as amended. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the City with any public records request. This obligation will survive any suspension or termination this Agreement.

18. **Time**. For all Services, time is of the essence. The Contractor is liable for all reasonable damages to Midvale as a result of Contractor's failure to timely perform the Services required under this Agreement.

19. **Force Majeure**. Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

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20. Conflicts of Interest.

A. **Officer or Employee**. The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.

B. **Gift**. The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

21. Notice. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City	Contractor
Midvale City	GBS Benefits, Inc.
Attn: Contract Analyst	Attn: Matt Kiisel
7505 S. Holden Street	2200 S Main Street, Suite 600
Midvale, UT 84047	South Salt Lake, UT 84115

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

22. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

23. Subcontractors. Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The subcontractor is subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The City will accept invoices from only the Contractor and will make payments to only the Contractor for Services.

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24. **Not Exclusive**. The Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar Services. This contract does not guarantee any amount of work.

25. **Performance Evaluation**. Midvale may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.

26. **Publicity**. The Contractor must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval.

27. **Document Retention**. The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

28. **Ownership of Intellectual Property**. Midvale and the Contractor each recognize that each has no right or title, proprietary or otherwise, to the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the City.

29. **Amendments/Modifications**. This Agreement may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

30. **Wavier**. Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.

31. **Severability**. In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

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32. **Governing Law and Venue**. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.

33. **Survival**. Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured or for any term that explicitly survives the termination of this Agreement.

34. **Conflicts.** In the event of a conflict between this Agreement and its exhibits, the language of this Agreement will control over the language in the exhibits.

35. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Midvale City and Contractor have read and understand the terms of this Midvale City Benefits Broker and Consultant Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representatives sign below.

MIDVALE CITY:

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, City Recorder

GBS BENEFITS:

DocuSigned by:
Matt Kiisel
EEEE92476DB34C5...

Matt Kiisel, Senior Vice President of Operations

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Exhibit A

Request for Proposal # MID23-123

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REQUEST FOR PROPOSALS (RFP)
BENEFITS BROKER/CONSULTANT
for

MIDVALE CITY
7505 SOUTH HOLDEN STREET
MIDVALE, UT 84047
801-567-7237

Proposals shall be submitted electronically to U3P Utah Public Procurement Place
https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah
no later than July 20, 2023, 3:00 P.M. (MST)

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SECTION 1. ADMINISTRATIVE OVERVIEW

1.1 PURPOSE

Midvale City is soliciting written Requests for Proposals (RFP) from qualified bidders to perform brokerage and consulting services for the City's group employee benefits programs starting in January 2024. The programs include but are not limited to, medical, dental, vision, life, short term disability, long term disability, employee assistance program, HSA, FSA, and voluntary benefit plans.

Midvale City is interested in selecting a partner that will proactively assist Midvale City in providing health and welfare programs to its employees at the best value. Bidders will be evaluated for the ability to negotiate health and welfare plans that:

A. Directly improve employee recruitment, retention satisfaction and engagement;

B. Directly support Midvale City's financial goals and objectives; and

C. Provide long-term strategic value to Midvale City regarding employee total compensation.

Please note Midvale City is not asking for, nor authorizing you to solicit quotes from insurance carriers at this time. The City is seeking background information on your firm and ideas on how you would approach the management of our benefits program. Your response should be developed solely on the basis of your firm's knowledge, resources, and experience, and how they might apply to Midvale City.

Midvale City will also rely on the selected bidder to assist with Midvale's open enrollment process, administering the City's COBRA program, assisting with and educating Midvale's employees on ACA, COBRA, ERISA and HIPAA compliance, and assisting with other benefit-related needs as provided in Section 2.1 of this RFP.

1.2 CURRENT BENEFITS

Midvale City currently provides a high deductible health plan (HDHP) as well as a traditional health plan, both through Select Health MED plan. In addition, the City contributes to Health Savings Accounts administered by HealthEquity.

The FY2023 HDHP (HSA eligible) deductible is $3000 for families and $1500 for singles with out-of-pocket maximums of $6000 (family)/$3000 (individual). The cost of the HDHP Plan is paid in full for single and pays 95% of premiums for family and two-party for full-time and qualified part-time employees.

Midvale City also offers a Traditional Plan option in place of the HDHP. The City pays 100% of the premium for single and 90% for family and two-party. In-network deductibles are $1,000 (person)/$2,000 (family) with out-of-pocket maximums of $3,000 (person) and $6,000 (family).

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An annual waiver incentive of $5,720 is paid to full-time employees who have other health insurance coverage and elect to waive the City's plans.

The City offers a dental PPO choice plan and premier plan with a deductible of $50 per person (maximum 3 per family). The City pays 100% of the premiums for single and 90% for family and two-party.

In addition, full-purpose, limited-purpose, and dependent care Flexible Spending Accounts are available to employees. The City offers a fully employee-funded vision plan as well as an Employees Assistance Plan through IHC. The City is preparing a wellness program to start in FY2024 being administered by the Human Resource Department.

Other benefits include basic employee and dependent life insurance and accidental death and dismemberment (AD&D) insurance plans paid by the City ($50,000 per employee, $5,000 spouse, $2,500 dependents) as well as optional dependent and supplemental life insurance and accidental death and dismemberment insurance paid by the employee. All life insurance and AD&D is currently provided by Lincoln Financial, who also provides long-term disability and short-term disability policies. Additional voluntary plans are currently offered through Allstate which includes Accident Insurance and Critical Illness Insurance. Pet insurance is offered through Pets Best for employees who desire to purchase it.

SECTION 2 SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

This RFP is an opportunity to inform Midvale City of the unique capabilities and resources and specific benefits your firm has to offer Midvale City. Additional ideas and suggestions for programs and services not specifically listed below, which would benefit Midvale City and its employees or further enhance the value of your services, are invited and encouraged. It is anticipated that the selected bidder will provide the following services for the City beginning January 1, 2024.

The selected broker/consultant will:

A. Serve as a designated insurance broker of record for Midvale City's benefit programs;

B. Solicit and analyze insurance proposals and present the results of such analysis to the City;

C. Negotiate all insurance renewals, including meeting directly with insurance company underwriters and place insurance as directed;

D. Demonstrate extensive work with municipalities and governments in Utah;

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E. Analyze claim experience for all insurance coverages;

F. Provide expert advice in the design and review of benefit plans and plan documents;

G. Actively analyze and benchmark Midvale City's health and welfare benefit programs against current and future trends in the marketplace and among similar municipalities and governments;

H. Prepare annual reports, in any reasonable format requested by Midvale City, for each line of coverage, analyzing financial developments, network utilization, insurer cost structures, etc., and make recommendations regarding changes, modifications and/or benefit enhancements;

I. Proactively develop strategic initiatives, recommendations for cost saving initiatives, and implementation of plans;

J. Proactively advise and train City staff on all compliance matters, including the Affordable Care Act (ACA), etc.;

K. Facilitate online enrollment, document distribution to employees, and present changes at open enrollment employee meetings;

L. In accordance with parameters and criteria established by Midvale City, make recommendations regarding various benefit and insurance plans, insurance carriers, health maintenance organizations, administrators, and benefit service providers;

M. Review all insurance, benefit, and administrative service documents for accuracy;

N. Provide open enrollment support, including but not limited to, developing timelines, assisting with the development of open enrollment materials, facilitating the participation of the City's insurance providers at an open enrollment meeting, and coordinating and participating in open enrollment meetings;

O. Assist with budget projections on future costs of benefit programs;

P. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions;

Q. Review evidence of coverage annually for accuracy, make recommendations regarding changes, modifications and/or benefit enhancements, and negotiate changes from carriers;

R. Assist with employee insurance claims and billing issues as requested;

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S. Alert Midvale City of legislative mandates and assist with compliance with benefit laws and regulations, including but not limited to ACA, COBRA, ERISA and HIPAA;

T. Administer COBRA for Midvale City;

U. Provide concise, timely and effective special executive summary reports, as needed;

V. Provide detailed analytical review of third-party administration, prescription drug and utilization;

W. Inform Midvale City staff of major national or regional health care trends;

X. Have knowledge of Governmental Accounting Standards Board (GASB) regulations as they relate to Midvale City's employee benefit plans, and;

Y. Provide and prepare an annual benefit guide for Midvale City employees. Provide printed booklets as well as electronic copies prior to the start of the plan year.

2.2 ASSURANCES

By responding to this RFP, each bidder assures Midvale City that, if selected as a broker, the selected bidder will:

A. Make a diligent effort to place all insurance requested by the City at the lowest possible price consistent with adequate breadth of coverage and stability of insurers;

B. Advise the City of ways in which coverages proposed or provided differ from those currently in place;

C. Disclose to the City all commissions, payments, and compensation, that the bidder is eligible to receive or has received from insurers providing coverage to the City, or from any other source related to or arising out of the City's account;

D. Not assign or transfer the City's account, or any portion of the City's business without the City's prior written approval;

E. Fully disclose to the City all quotes received from insurers, acting in the City's best interest at all times;

F. Comply with all provisions of this RFP and the proposal throughout the term of the agreement;

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G. Not create or maintain any conflict of interest between the City and any provider; and

H. Not accept or maintain any appointment or position as a board member or official with any provider.

2.3 COMPENSATION

Your response to this RFP must state the annual amount of your compensation and a statement as to your proposed method of compensation for your services. Your response may propose similar or different alternative methods for being compensated for your services. Explain your recommendation on how these fees can be funded (commissions, fees based on per hour of service, annual retainer fee, etc.). Please be specific by line of coverage, if needed.

SECTION 3. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS

3.1 Access to Request for Proposal

The RFP is available electronically on the Midvale City's Website (www.midvalecity.org) and Utah Public Procurement Place. Midvale will only accept submission through the U3P.

3.2 RFP Coordination and Communication

Questions about this RFP must be submitted via U3P before the deadline to submit written questions as identified in the schedule of events. Under no circumstances should Midvale City staff be contacted directly. The intent behind this requirement is to ensure the same information is communicated and disseminated to all prospective respondents. Questions should clearly identify the relevant section and/or subsection of the RFP related to the question being asked. Questions received after the deadline will not be answered. The City will post its responses on U3P. Midvale is not responsible for delays caused by U3P.

3.3 Schedule of Events

Action	Date
Deadline for written questions and comments	7/13/2023 at 3:00pm MDT
Proposal Due	7/20/2023 at 3:00pm MDT
Committee Review	TBD
Interview of Finalist(s)	TBD
City Council Approval of Contract	TBD

3.4 RFP Amendments and Cancellation

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the RFP due date may be extended. The City reserves the right to cancel or re-issue the RFP. Midvale is not responsible to

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any bidder for any expenses incurred in preparing a proposal. A bidder prepares a proposal for this RFP at its sole risk.

3.5 Proposal Evaluation Criteria

An RFP evaluation committee, comprised of City Staff, will review each proposal. The following weighted evaluation criteria will be used in selecting a suitable contractor(s):

Evaluation Criteria	Points
Organization and Experience	30
Approach to Scope and Quality of Consulting Services	25
Administrative Support	15
Cost of Services	30

Bidders with the overall highest point value may be awarded a 5-year contract with one 2-year option to renew. The City reserves the right to make no awards following this RFP. For specific criteria on which bidders will be evaluated, please refer to Exhibit A Employee Benefits Broker/Consultant RFP Evaluation Criteria.

3.6 Proposal Deadline and Submission

A. **Proposal Close Date**

The close date and time of this RFP is July 20, 2023 at 3:00 pm MDT. The City will not be responsible for late submissions. No proposal will be accepted after the RFP closes. Corrections or modifications to submitted proposals after the deadline will not be considered, unless specifically requested by the City for purposes of clarifying the RFP.

B. **Proposal Submission**

The following will apply to all proposals:

i. Proposals must address all questions in the RFP with supporting documents.

ii. Cost submission must be a separate document (see Exhibit B – Pricing).

iii. Proposals must be signed by the bidder (electronic signatures are acceptable) and in the case of a firm or company, by its president, chief executive or an individual authorized to act on behalf of the firm or company. The name of the individual submitting the proposal must be provided.

iv. No oral proposals or oral modification of an existing submitted proposal will be considered.

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v. Under no circumstances are City staff or its elected officials permitted to comment on or have any involvement in the preparation of a proposal.

vi. All written and electronic communications pertaining to this RFP shall be subject to disclosure pursuant to the Utah Government Records Access and Management Act (GRAMA). Proposals will be subject to disclosure under GRAMA only after staff have selected a vendor for recommendation to the City Council or the RFP is cancelled.

C. **Proposal Format and Content**

Proposals should be prepared as simply as possible. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Each proposal must conform to the outlined format below. Be sure to provide an answer to each requirement as outlined in Exhibit A Evaluation Criteria. If a requirement does not pertain to your proposal, write "N/A" in your proposal. Proposals with blank sections may be deemed non-responsive.

Each proposal must conform to the outlined format as follows:

i. Include a cover letter describing your firm's history and background;

ii. Provide your firm's name, address, email, and phone number;

iii. Describe the proposed team that would work with Midvale City and provide information about the qualifications and expertise of each team member;

iv. Supply a summary of the support, research, compliance, assistance, and technical services your firm provides and that will be offered to Midvale;

v. Provide a list of insurance companies/plan providers you can access to obtain quotes for medical, dental, prescription drug benefits, excess and stop loss, life, and disability insurance to meet the City's needs;

vi. Provide examples of benefits packages your firm has negotiated on behalf of municipal clients. Please provide as much information as possible. At a minimum, please provide the number of employees, the premium costs to the employer and employees, the deductibles and out-of-pocket maximums, and a general description of the plan coverages;

vii. Provide your firm's financial status and stability;

viii. Provide references;

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ix. Provide a proposed approach to supporting Midvale's programs throughout the plan year.

x. Describe your firm's services in regard to directly assisting Midvale City in maintaining information regarding the cost, premiums, service fees, outcomes, loss ratios, and performance of the City's health and welfare plans in relation to national, regional, and local trends.

xi. Provide an explanation of how your firm will comply with the Scope of Work, as described in Section 2.1 of this RFP. This includes, but is not limited to, a description of how your firm will comply with ACA, ERISA, COBRA, and HIPAA and provide recommendations on benefit offerings and plan design.

xii. Provide a description of the services you provide as an insurance broker to Midvale.

xiii. Provide a description of how you manage vendor relationships.

xiv. Provide a description of how your firm will provide employer administration support including benefits enrollment and tracking system, IRS reporting, and employee communication.

xv. Provide a description of your communication systems that you use to deliver or support your services.

xvi. Complete and submit the attached Cost of Services Worksheet found in Exhibit B;

xvii. Complete and submit the attached Non-Collusion Affidavit found in Exhibit D; and

xviii. Complete and submit the attached Agreement Verification Statement found in Exhibit E.

3.7 Additional Information

The proposal may include any other information the bidder deems essential to the evaluation. This includes any proposed changes to the attached Sample Agreement found in Exhibit C.

3.8 Right to Purchase from Any Source

The City reserves the right to purchase from any source or sources any desired products or services relating to this request for proposals.

3.9 Right to Reject Any or All Proposals

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The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more proposals are deemed equal, the City reserves the right to make the award to one of the two bidders.

3.10 Withdrawal of Proposals

Proposals may be withdrawn any time before the proposal Due Date through U3P. Proposals cannot be changed or withdrawn after the Proposal Due Date.

3.11 Proposal Validity Period

Submission of a proposal will signify the bidder's agreement that the proposal is valid for 60 days from the Proposal Due Date specified in Section 3.3, Proposals should stipulate the expiration date of their quoted proposal.

3.12 Firm Price

It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified bidder. Prices quoted shall be firm prices and not subject to increase during the term of the agreement arising between the City and bidder as a result of said proposal, unless explicitly stated. Quoted prices must include any applicable federal or state tax.

3.13 Expenses of Proposal Preparation

Each proposal prepared in response to this RFP is done at the sole cost and expense of each bidder and with the express understanding that no claims against the City for reimbursement will be accepted.

3.14 Public Records and Rights to Submitted Materials

All proposals, inquiries, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidder will become the property of Midvale City when received.

Midvale City is subject to the Government Records Access and Management Act (Utah Code Ann. §§ 63G-2-101 et seq.). Any documents collected under this RFP may be subject to public access. If a bidder believes any information should be held confidential under Utah Code Ann. §§ 63G-2-305(1) or (2), the bidder must clearly identify that information, submit a written claim of business confidentiality for that particular information, and include a concise, specific statement of the reasons supporting the claim of confidentiality pursuant to Utah Code Ann. § 63G-2-309(1). Bidders recognize that Midvale, as a government entity subject to the Government Records Access and Management Act, cannot guarantee the confidentiality of any submitted information.

3.15 No Collusion

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By submitting a proposal, each bidder certifies that its submission is not the result of collusion or any other activity that would tend to, directly or indirectly, influence the selection process. The proposal will be used to determine the prospective bidder's capability or rendering the services to be provided.

3.16 Conflict of Interest

A. **Employment**
By submitting a proposal, each bidder represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a proposal.

B. **Compensation**
By submitting a proposal, bidder represents and warrants it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of the procurement and project documents or the City's selection of a proposal.

SECTION 4. AGREEMENT

4.1 Written Agreement
The selected bidder will be required to enter into the attached written agreement with the City. A sample of this agreement can be found in Exhibit C. Bidders are expected to review the contract and warrant to the City that they are willing to execute the contract if selected by the city. Any proposed changes to the contract must be submitted prior to the deadline for questions. The City reserves the right to modify the agreement at any time prior to the agreement's execution. The City does not anticipate making any substantive changes. It anticipates that if any changes are made, they will be made to facilitate an efficient implementation of the selected proposal.

4.2 Inclusion of Proposal
The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected bidder.

4.3 Insurance
General liability, automobile, professional liability, cyber liability, and workers' compensation insurance is required. The selected bidder must retain, at a minimum, the following insurance coverages for the term of the contract:

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A. Commercial General Liability: $1,000,000.00 combined single limit per occurrence and $3,000,000.00 aggregate.

B. Automotive Liability: $1,000,000.00 per occurrence and $3,000,000 aggregate.

C. Professional Negligence/Errors and Omissions: $1,000,000.00 per occurrence and $3,000,000 aggregate.

D. Cyber Liability: $1,000,000.00 per occurrence and $2,000,000 aggregate.

E. Worker's Compensation Insurance (Part A) at Utah's statutory limits. Employer's Liability Insurance (Part B) in the amount of at least 1,000,000 for each accident, disease, and employee.

4.4 Independent Contractor

The successful bidder for these services shall perform the services as an independent contract and not as an employee of the City.

4.5 Fiduciary Duty

The successful bidder for these services shall perform the services as a fiduciary for Midvale City. This means that the successful bidder will be required to act in good faith and legally and ethically in Midvale City's best interest.

4.6 Subcontractors

The required services under the awarded contract shall be specific and shall not be subcontracted to any other person or entity and no rights entered into by agreement with the court shall be assigned, nor any duty delegated by successful bidder to another party.

4.7 Federal, State, and Local Laws

The selected bidder will be required to comply with all applicable laws, regulations, codes, standards, and ordinances during the term of the awarded contract, including the following:

A. **Discrimination**

Bidder may not discriminate against any individual because of race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. Bidder may not use these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

B. **Status Verification System**

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12- 101 et seq., any entity contracting with a public employer is required to certify that it participates in the Status Verification System and complies with the Act.

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C. **Boycotts**

Pursuant to Utah Code Ann. § 63G-27-201, Bidder must certify that Bidder is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Bidder may not engage in a boycott of the State of Israel for the duration of the agreement. Bidder must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement.

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Exhibit B

GBS Benefits, Inc. Response

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GBS
A Leavitt Group Company

Cover Letter

Required Outlined Format: i. - ii.

GBS BENEFITS, INC.
2200 S Main Street, Suite 600
South Salt Lake, Utah 84115

CONTACT
hello@gbsbenefits.com
(801) 364 - 7233

JULY 2023

PROPOSAL FOR
Midvale City

Dear Midvale City,

On behalf of GBS Benefits, Inc. we would like to thank you for the opportunity to respond to Midvale City's Request for Proposal. I can confirm that GBS is readily able to provide all services outlined in the City's Scope of Services.

We understand the valuable service the City brings to the community, with 8 GBS employees living in Midvale City and benefiting from the City's services. We would be honored to continue our partnership with the City to provide its employees with exceptional benefits while implementing cost-saving solutions.

GBS is a privately-held corporation founded in Salt Lake City in 1989. We understand the importance of finding the right benefits partner. When you partner with GBS, you can be confident in the expertise and experience of our team members. As a firm dedicated exclusively to employee benefits, we understand the industry to an extent unmatched by our competitors.

In today's labor economy, providing a competitive wage is no longer enough to attract and retain talented employees. A robust benefit offering goes a long way in securing a reliable and skilled workforce. Our team provides a holistic approach to designing and implementing benefits. We work with you to ensure plans, perks, and education align with your culture.

But we don't stop at plan design and education. In addition to our Benefits Consultants and Account Managers, our clients have the skilled support of our in-house experts. These experts work with our clients to increase plan efficiency, implement cost-saving strategies, evaluate compliance needs, provide solutions to emerging legislation, consult on supplemental coverage, research technological tools, and benchmark total rewards.

At GBS, we believe offering employee benefits goes beyond providing a healthcare plan. It's investing in the people that make your company great. And it's working with a team that will go above and beyond to support your company, understand your culture, and meet the needs of your people.

Thank you for your continued interest in GBS,

DAN NELSON
GBS Benefits, Inc. CEO
(801) 390-6299 | dan.nelson@gbsbenefits.com

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Required Outlined Format: iii.

Describe the proposed team that would work with Midvale City and provide information about the qualifications and expertise of each team member.

GBS clients' have found tremendous benefits through our unique approach of providing each client with a team of consultants. This team approach allows us to offer a comprehensive consulting experience - each team member thoughtfully contributing to the overall benefits strategy using their own experience and proficiencies.

Midvale City's Consultants, Rick Stewart and Scott Jenkins, have extensive industry experience. They are part of the GBS Consulting Team that specializes in government entities. GBS has over 80 public sector clients including cities, counties, school districts, special service districts, and state associations. They are responsible for engaging our team to deliver on your custom benefits strategy, help identify your unique needs and engage our in-house service experts. This may include clinical consults with our Medical Director or Pharmacy Consultant, resolving complex compliance issues with our attorneys, or working with our Health & Wellness Consultants to improve the holistic health of your people.

Your dedicated Account Manager, Marcie McRoberts, is available to help keep things running smoothly. Marcie is supported by full-time in-house Account Management Support Specialist, Brytni Previsich. From claims issues and coverage questions, to open enrollment, they will shepherd your needs through the proper channels and ensure you get the answers and services you need in a timely manner.

MIDVALE CITY'S CONSULTANT TEAM

RICK STEWART
Benefits Consultant

801-819-7738
rick.stewart@gbsbenefits.com

Lead Consultant
Rick acts as Midvale City's lead consultant. He is responsible for coordinating the GBS Team to deliver on goals, support benefits administration, and meet the needs of your team and your employees.

Rick works with company leaders to maximize the insurance solutions they provide to their employees. He believes that optimal benefits play a crucial role in attracting and retaining the best talent within any organization. Over the last 18 years, Rick has garnered tremendous experience having worked on both the broker and carrier side of the insurance industry. This unique background coupled with his enthusiasm, work ethic, and attention to detail make him a valuable strategic partner. He earned a bachelor's degree in Business Management with an emphasis in Insurance, Risk Management, and Financial Services. He also holds an MBA/Health Services Administration degree from the University of Utah.

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SCOTT JENKINS
Benefits Broker

801-376-6850
scott.jenkins@gbsbenefits.com

Scott joined the GBS Benefits Team in 2019. He is passionate about always trying to do the right thing for his clients. Scott's diverse benefits industry background has given him the insight to better understand and meet the needs of his clients. His medical carrier experience has given him the expertise to help clients design and implement HSA based plans and level-funded arrangements. Scott is licensed in Health, Life and Disability Insurance.

MIDVALE CITY'S ACCOUNT MANAGEMENT TEAM

MARCIE McROBERTS
Senior Account Manager

801-933-2612
marcie.mcroberts@gbsbenefits.com

Marcie brings over 25 years of insurance industry expertise and experience. Her exceptional skills as an Account Manager recently won her the 2022 GBS-Leavitt Account Manager of the Year Award. She joined the GBS Benefits team as a Senior Account Manager in 1994. Prior to GBS, Marcie was a Benefits Administrator with APA Benefits. She is known for her dedication to her clients and is proactive in helping them understand their benefits, answering enrollment questions, and resolving claims and billing issues. Additionally, Marcie works closely with her clients to design their communication strategies for member education for both open enrollment and new hires throughout the year. Marcie received her Associates degree from Weber State University and is licensed in Health, Life and Disability Insurance.

BRYTNI PREVISICH
AM Support Specialist

801-819-7833
brytni.previsich@gbsbenefits.com

Brytni re-joined GBS in 2018 bringing with her over 10 years of healthcare industry experience. She began her career at SelectHealth excelling as a receptionist before moving to the small employer team in working with new business. Her success in these roles led her to become a large group service coordinator. Brytni first joined GBS in 2012, creating and defining the role of Account Management Support. She left to pursue the role of Account Manager with HealthEquity before returning to GBS. She provides an additional layer of support assisting with day-to-day issues, open enrollment, and renewals.

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Required Outlined Format: iv.

Supply a summary of the support, research, compliance, assistance, and technical services your firm provides and that will be offered to Midvale.

Our Consultants are backed by our extensive team of in-house experts, **working locally out of our South Salt Lake, Utah headquarters.**

The City has access to and the support of our in-house Employee Experience, Compliance, and Population Health experts. While you may not always interreact directly with each of our subject-matter experts, they are always here - working hard behind-the-scenes to ensure you have a holistic and sustainable benefits experience. These experts often join us on calls and in meetings, allowing the City to build relationships and trust with them. It is this dynamic that distinguishes the GBS customer service experience from our competitors.

COMPLIANCE TEAM

Matt Kiisel
SVP of Operations

Joe Tate
SPHR, SHRM, SCP
HR Consultant

Susan Grassli, Esq.
Health Benefits Attorney

Caroll Mackay
Self-Funding

Taylor Dance
PPC, CHSA, CPFA
Retirement Advisor

POPULATION HEALTH TEAM

Rory Housley, FSA
Actuary

Hayden Hansen
Advanced Analytics

Joe Tooley, PharmD, MBA
Pharmacy Consulting

Holly Green, RPh
Specialty Pharmacy Program Manager

Russell Vinik MD
Medical Director

Becca Rick, MS, RD
Health & Wellness

Catherine Van Tassell
MPAS PA-C, LCSW, DipACLM
Behavioral Health

EMPLOYEE EXPERIENCE TEAM

Judy Tatton
Voluntary Specialist

Chris Mitarai
Life & Disability

Tenaya Bessinger
Online Services

Katie Doherty
HR Technology

Clay Johnson
CCP, SHRM-SCP
Total Rewards

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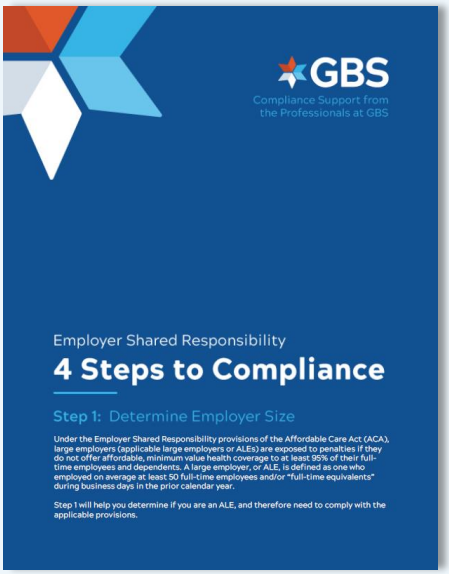
Sample Resources

Employer Share Responsibility: 4 Steps to Compliance

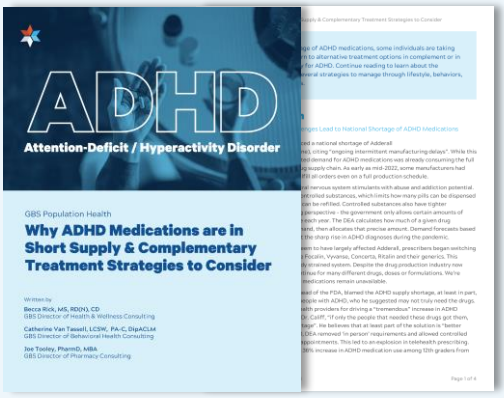
Under the Employer Shared Responsibility provisions of the Affordable Care Act (ACA), large employers (applicable large employers or ALEs) are exposed to penalties if they do not offer affordable, minimum value health coverage to at least 95% of their full-time employees and dependents.

Determining Employer Shared Responsibility can be an extremely overwhelming and confusing process. Our benefits attorney has created a 4 Steps to Employer Shared Responsibility Compliance process which helps employers easily understand their obligations and ensures compliance requirements are being properly met.



Behavioral Health Resources

ADHD Article & Connect to What Matters Video



Download Now >

Watch Now >

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2023 July's Healthy Habits

Contributing to Your Community

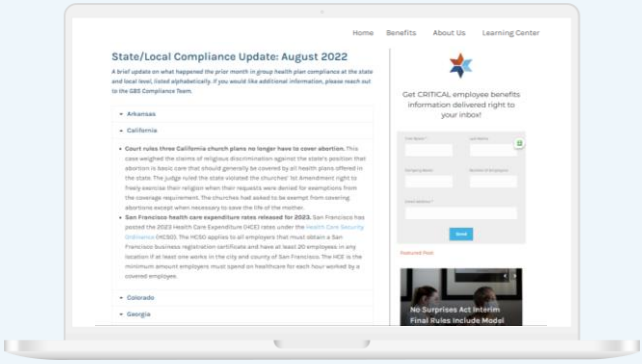
Our Health & Wellness Team designs monthly employee resources to improve and promote holistic health.

These Healthy Habits resources are designed with your employees in mind and are available to all on our Learning Center.

View Now >

GBS Learning Center

Information & Resources to Support a Holistic Benefits Strategy



Our in-house experts also author articles, summaries, resources, and templates to support your benefits strategy and your people. These informational resources can always be found on our Learning Center at gbsbenefits.com/learning-center.

View Now >

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Required Outlined Format: v.

Provide a list of insurance companies/plan providers you can access to obtain quotes for medical, dental, prescription drug benefits, excess and stop loss, life, and disability insurance to meet the City's needs.

GBS is appointed with all major benefit providers while maintaining the top broker/consultant rankings with most medical, dental, life, vision, and other ancillary carriers. We also have relationships with many TPA organizations.

The following is a list of carriers, TPAs, and vendors with which GBS is an authorized agent/broker or maintains working relationships. This list is not exhaustive and GBS will work with clients who wish to pursue partnerships with carriers, TPAs, or vendors not listed.

- Allegiance
- Aetna
- AIG
- Allstate
- Assurity
- Blomquist Hale
- CIGNA
- Colonial Life
- Delta Dental
- Dental Select
- Dentist Direct
- EMI Health
- Employee Benefit Management Services
- Express Scripts
- EyeMed
- Full Court Financial
- Guardian
- Hartford
- HealthEquity
- HealthEZ
- HealthJoy
- HSA Bank
- Humana
- Infinisource
- Innovative Captive Solutions
- Kaiser Permanente
- Kannact
- Kansas City Life
- Kroger Prescription Plans
- Leavitt Group Benefits Services
- LifeMap
- Lincoln Financial
- MBA Administrators
- Meritain Health
- MetLife
- MotivHealth
- Mutual of Omaha
- National Benefits Services
- Navitus Health Solutions
- Nice Healthcare
- One America
- Opticare of Utah
- Optum Bank
- OptumHealth Financial Services
- Pan America Life Insurance Company
- PEHP
- Principal Life
- Prudential
- Regence BlueCross BlueShield
- Rx Benefits
- SelectHealth
- Senior Benefits Company
- Standard Insurance Company
- SunLife
- Superior Vision
- Surest
- Tall Tree Administrators
- Teledoc
- Transamerica Life Insurance Company
- Total Dental Administrators (TDA)
- Trustmark Insurance Company
- UMR
- UnitedHealthcare
- University of Utah Health Plans
- UNUM
- Voya
- VSP
- WellVia

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Required Outlined Format: vi.

Provide examples of benefits packages your firm has negotiated on behalf of municipal clients. Please provide as much information as possible. At a minimum, please provide the number of employees, the premium costs to the employer and employees, the deductibles and out-of-pocket maximums, and a general description of the plan coverages.

The GBS team assigned to the City has extensive employee benefits experience with public entities such as cities, counties, and school districts. When it comes to public entities, the GBS Team is well-versed. We understand the nuances, processes, and needs of those in the public vector. Our team currently provides services to over 100 clients working in public administration.

Example of Benefit Package #1
Riverton City
135 Employees

View Comprehensive Benefits Package >

Example of Benefit Package #2
Sevier County
120 Employees

View Comprehensive Benefits Package >

Example of Benefit Package #3
Weber Human Services
350 Employees

View Comprehensive Benefits Package >

Required Outlined Format: vii.

Provide your firm's financial status and stability.

GBS operates at a profit every year and maintains minimal recurring debt.

Our company maintains excellent financial health. GBS has grown steadily over the last 34 years and our parent company, Leavitt Group, has maintained strong business growth and practices for over 50 years. Both operating out of the Intermountain West, GBS and Leavitt Group have established successful and profitable growth. Our profitability allows us to provide a stable partnership to employers and reinvest earnings to offer more services.

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Required Outlined Format: viii.

Provide references.

Riverton City

Trish Dixon
Human Resources Manager

tdixon@rivertoncity.com | 801-208-3114

Sevier County

Craig Blake
Human Resources Director

cblake@sevier.utah.gov | 435-979-6580

Weber Human Services

Kristen Mecham
Human Resources Director

kristenh@weberhs.org | 801-625-3746

Required Outlined Format: ix.

Provide a proposed approach to supporting Midvale's programs throughout the plan year.

GBS excels in providing our clients with timely and effective employee benefits plans and plan administration. We use an internal task management platform to track the progress of each client through the bidding, renewal, and open-enrollment process to give clarity, transparency, and accountability to each GBS team member who will be collaborating throughout the City's bidding process.

Our task management platform is also used to track all service and support provided to our clients and their employees throughout the year; helping us ensure timely and efficient resolutions. Our team members are also dedicated to providing high-touch, communicative service. That's why each member of our team returns calls and responds to emails within 24 business hours. Your Consultants and Account Manager are available via phone and email to support your employees as they use their benefits.

You can count on your dedicated Account Manager, Marcie, to help with the administration of benefits and employee support. From claims issues and coverage questions, to open enrollment, Marcie will shepherd your needs through the proper channels and ensure you get the answers and services you need in a timely manner.

Marcie will also run point and coordinate open enrollment meetings, partnering with carriers and other requested participants to ensure their attendance. She will also work with the City to develop a communication strategy to inform employees of their benefits and educate them on how to best utilize those benefits.

This strategy may include a combination of in-person open enrollment meetings, custom learning modules, recorded presentations, webinars, customized benefit materials, benefit guides, and targeted campaigns throughout the plan year. We understand that each client has a unique culture and organization and believe effective benefit administration must be accompanied by a strong employee communication strategy.

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In addition, Marcie and her Support Specialist, Brytni, are available to support the City's members throughout the entire claims process. Our team will provide support from initial claim through the appeals process, to ensure a timely and satisfactory resolution. Should the need arise, our clinical experts and life and disability specialists are available to provide strategic support through the claims process.

Your Consultants are also involved in your plan administration. They will provide the City with insightful reports throughout the year analyzing plan components such as pharmacy rebates, stop loss reimbursements, and utilization. They will also organize meetings with the City's carriers as needed. Carrier meetings typically include, at minimum, an annual stewardship meeting, but could also included quarterly or monthly check-ins, if needed.

Required Outlined Format: x.

Describe your firm's services in regard to directly assisting Midvale City in maintaining information regarding the cost, premiums, service fees, outcomes, loss ratios, and performance of the City's health and welfare plans in relation to national, regional, and local trends.

We will benchmark the City to ensure benefits are optimized to meet industry standard and geographic trends. GBS leverages data from multiple platforms to better inform our clients' benefits strategies. The data we receive from Deerwalk Analytics, Talent All Access, Worldwide Broker Network (WBN), and ADP combined with information from our 75+ municipality clients allows GBS to provide data-driven consultation. We can dive into plan design specifics such as deductibles, coinsurance and pharmacy benefits, compare employer contributions and even premiums. We can compare this information based on size segment, industry, and geographical location; giving our clients the insight they need to keep their benefit strategies fresh and competitive.

Benchmarking Report

Summary of Insights & Trends

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Required Outlined Format: xi.

Provide an explanation of how your firm will comply with the Scope of Work, as described in Section 2.1 of this RFP. This includes, but is not limited to, a description of how your firm will comply with ACA, ERISA, COBRA, and HIPAA and provide recommendations on benefit offerings and plan design.

GBS has the services and in-house expertise to expertly comply with the scope of services laid out in the City's RFP. **Please see page 4 for a list of our in-house experts working out of our South Salt Lake, Utah headquarters.**

It is our job to ensure that your team has up-to-date information and reliable resources to achieve and maintain compliance. GBS monitors federal and state-specific legislature and provides timely notifications on compliance developments. We keep you current through monthly newsletters, emails, seminars, and articles available on our website.

In addition, GBS offers the following at no additional cost:

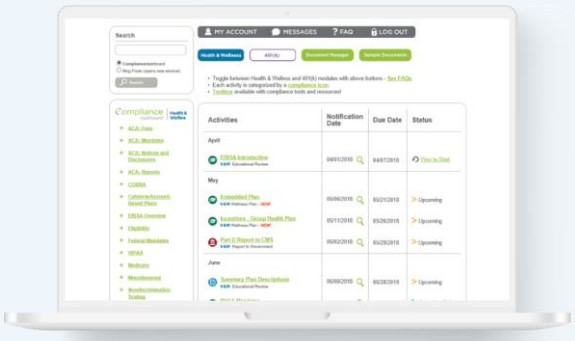
Benefits Attorney

GBS helps clients stay compliant with full-time, in-house benefits attorney who monitors and assists with healthcare reform.

Susan Grassli, Esq., our in-house Health Care Reform and Compliance Attorney, assists clients in meeting the significant challenges and opportunities associated with health care legislation. With over 27 years experience, she monitors for any updates or changes to health care regulations and presents informative seminars and webinars to advise and assist employers in understanding their obligations under the Affordable Care Act, Families First Act, and American Rescue Plan Act. Susan is available to provide support to help navigate the regulations specific to the City. She also writes summary articles to help simplify the legislation for clients; available to our clients at gbsbenefits.com.

myGBS Compliance

From ERISA to ACA, HIPAA, and COBRA, it can be overwhelming to keep up with compliance tasks and missteps can be costly. Our dashboard helps to keep you on track and compliant. It is customized to your benefit plans and features a compliance calendar, sends email reminders, records tasks, stores documents, and generates reports you can use to track your progress.



COBRA Administration

GBS features an in-house COBRA Services Department to provide full COBRA administration to clients at no charge. We will help the City stay compliant by mailing out all required notices and letters, processing COBRA enrollment forms, and collecting premiums from participants.

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Human Resource Consulting

GBS is here for you when you need HR advice from an expert. Joe Tate, SPHR, SHRM SCP is our HR consultant operating from our Salt Lake City office. Joe Tate was a former Vice President of Human Resources for an 8,000-employee company with over 114 physical locations. Clients can call or send an email to discuss solutions and receive guidance. Joe also works with our clients' in-house council on a regular basis.

In addition to Joe, GBS provides access and support through an online HR resource library. HR related forms, documents, and policies are made available to the City including: FMLA forms, letters, policy and procedure templates, disciplinary action forms, ADA forms and documents, offer letters, severance agreements, and job description templates.

myGBS HR Portal

myGBS HR Portal is your go-to resource to find the content and tools you need to help you stay compliant, manage risk and build a better workforce. Our portal features:

- 24/7 access to exclusive compliance information, training, people and risk management tools you can use to avoid costly lawsuits, claims and fines
- Accurate compliance information regarding ACA, FMLA, COBRA, OSHA and more
- Alerts and notifications to help you stay up-to-date when content and legislation is updated
- User-friendly solutions that will assist you in getting more done in less time
- HR and compliance assets you need to do your job more effectively

Self-Funding

Self-funding requires experience and specialized expertise from the quoting process all the way through the administrative services agreement implementation. GBS provides full-time, in-house self-funding experts who will work with your Consultant team to guide your organization through self-funding implementation, document management, risk mitigation, and plan consultation and support. One of their most valuable contributions to this process is a line-by-line review of all plan documents to ensure your plan covers what you intend it to and excludes what you don't. They also provide recommendations to our clients' legal council regularly.

Our team provides powerful recommendations to help our clients make the best decisions for their organizations. As part of your customized benefit strategy, we recommend plans that support your compensation philosophy, bring value to your employees, and align with your budgetary goals.

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Required Outlined Format: xii.

Provide a description of the services you provide as an insurance broker to Midvale.

We've designed our included services to provide you and your team with access to unmatched industry expertise. With GBS, you will always have the best resources and tools to support your people and your culture.

Included Services

Benefit Strategy & Consulting

Design
Benefit Evaluation, Underwriting Methodologies, Risk Management, Forecasting, Risk Sharing & Consumer Engagement

Education
Promotion Of Consumerism, Health & Productivity, Overall Business & Benefits Solutions, Benefits Compliance & Benchmarking

Negotiation
Renewal Rates, Bids, Decrements, Provider Networks & Stop Loss

Innovation
New Market Offerings, Employer Trends, Employee Culture & Benefits Technology

Plan Review

- Benefit Design
- Requests for Proposals
- Comparison of New Bids & Existing Plan
- Negotiation of Rates & Benefits
- Provider Matching Analyses

Account Management Services

- Escalated Claims Resolution, Appeals Support & Billing Reconciliation
- Open Enrollment Strategy & Employee Benefit Education
- Employee Surveys
- Assistance with Enrollment Applications
- Assistance with Health Fairs & Wellness Programs
- Compliance Education & Support Tools
- Ongoing Benefit Education

Employee Benefit Communication

- Benefit Books
- Communication Documents & Materials
- Online Education Platform

Education on Industry Trends & Updates

- Access to Materials Authored by In-House Experts
- Seminars & Webinars Presented by In-House Experts
- Newsletters (Wellness, Compliance News & Health Care Reform, Events)
- GBS Annual Conference

GBS Included Services continued on following page....

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* Population Health Management

- Data Warehouse (Deerwalk), Plan Management Reports
- Rating Action Analysis
- Renewal Rate Negotiation
- Long-Term Planning Tools, Cost Containment Initiatives
- Self-Funding Support, Market Stop Loss Negotiations
- HSA Implementation Consulting
- Pharmacy Consultant, Pharmacy Benefit Analysis
- Medical Director, Clinical Navigation & Consulting
- Behavioral Health Consultant
- Wellness Director, Wellness Assessment & Consultative Operating Plan
- Ongoing Consulting & Evaluation of Outcomes

Employee Experience

Employee Navigator
Benefit Election Capabilities, Employee Self-Service, Carrier Files, Onboarding, Emergency Contacts, Talent Management, Licensing & Certification, Annual Training

- Other Online Systems Support
- HRMS & Payroll Consulting
- Total Rewards Review
- Voluntary & Disability Benefit Design
- Voluntary & Disability Dedicated Support
- Voluntary & Disability Education

Compliance

- Self-Funded Specialists
- HR Consulting (Q&A support via phone and email) & Access to Mineral™
- Advise and Assist with Understanding & Complying with the Affordable Care Act
- Advise and Assist with Understanding & Complying with ERISA, DOL, COBRA, HIPAA, Section 125 & HSA
- myGBS Compliance Dashboard
- COBRA Setup
- COBRA Qualifying Event Notification
- COBRA Takeover
- Initial COBRA Notification
- HIPAA Certifications of Credible Coverage (for non-COBRA losses of coverage)
- Monthly COBRA Premium Billing

*** Please Note**
Population Health Services are dependent upon group size and available data. Typically, carriers only provide data for groups over 100 enrolled or level/self-funded groups.

Learn more about how you can maximize your investment in your people.

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In addition to our full-suite of services, GBS offers additional services through our companies:

GBS Retire

401(k) / Retirement Plan Consulting

Defined contribution plans are the mainstay of employer-sponsored retirement plans today. However, they place a significant degree of fiduciary responsibility on the plan sponsor. GBS Retire can help, with a comprehensive array of services that strive to save you time and money, while maintaining compliance and increasing participant outcomes.

The GBS Retire Team provides in-depth expertise and services for plan sponsors, participants, and executives; as well as wealth management and benefit integration services.

Securities offered through LPL Financial, member FINRA/SIPC. Investment advisory services offered through Global Retirement Partners, LLC (GRP), an SEC registered investment advisor. GRP, GBS Retire and LPL Financial are separate entities.

Boost HR & Recruiting

HR Consulting & Recruiting Services

In addition to the expert guidance and resources produced by our in-house HR Consultant, Joe Tate, SPHR, SHRM SCP, GBS Clients also have access to ancillary HR services through Boost HR & Recruiting.

Boost HR & Recruiting is a full-service recruiting and HR consulting firm. Boost HR partners with companies to build a stronger HR team while protecting organizational interests from employment and financial risk. Their experts bring world-class experience in recruiting and key-position staffing (temporary and direct) with a focus in HR, Finance and Accounting, Technology, and Sales and Marketing.

Boost HR also provides HR audits, customized trainings, I-9 self audit set-up and guidance, FMLA process audit, Boost HR Leadership Certification, employee handbook creation/revision, and additional ad-hoc services.

Enroll 365

Individual & Family Coverage Options

Enroll365 is a free service that successfully helps thousands of individuals and families find a health insurance plan, including individual Marketplace, dental, vision, and short-term options. In addition to finding affordable coverage, their experienced team of licensed insurance agents helps individuals discover if the qualify for financial aid, which can reduce or eliminate premiums.

If you have employees that are approaching age 65 or are over 65 and still working with your employer-sponsored health insurance, they probably have questions about their options, including Medicare. Enroll 365's Medicare Specialists can help your employees understand their Medicare options.

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While GBS is dedicated to employee benefits, our parent company, Leavitt Group, provides our clients with dedicated property, casualty and liability expertise.

Leavitt Group

Property & Casualty

Your business may incur direct damage to property, suffer a business interruption, or be found legally responsible for injury or damages to another party.

Whether you seek to cover damages to company assets or liability resulting from your operations, we will help you identify exposures and address risk solutions. Our coverage is customized to fit the unique needs of businesses in the communication and technology sectors. Our advisory team will provide insight to help customize your insurance and risk management programs according to your business exposures and operational obligations.

Employee Benefits Liability Insurance

Benefits administration is a complex job that involves many tasks. Benefits administrators must explain benefits to employees, enroll workers in plans, add or remove beneficiaries, and keep accurate records. Mistakes can happen and even small errors result in unexpected consequences. Our parent company, Leavitt Group helps our clients select appropriate EBL coverage.

Required Outlined Format: xiii.

Provide a description of how you manage vendor relationships.

GBS works diligently to maintain our strong vendor relationships while creating new ones with innovative vendor partners. GBS has been granted elite broker status with many health insurance carriers, as well as ancillary carriers. This allows us to negotiate at an unparalleled level, and resolve service related-issues on your behalf quickly and efficiently.

GBS is appointed with all major benefit providers while maintaining the top broker/consultant rankings with most medical, dental, life, vision, and other ancillary carriers. We also have relationships with many TPA organizations.

Due to our influence in the marketplace, representatives and leadership from all major carriers regularly and proactively seek out GBS to give our opinion and provide feedback. During these reviews, carriers share information about competition in the market, data on disease management programs, new products, and their financial standing. This allows us to monitor the industry for cost-reduction opportunities, provide insight on the market, and form exclusive arrangements with innovative vendors, so we can make the best recommendations for our clients.

Exclusivity agreements vary based on product, market and ongoing negotiations with our vendor partners. GBS currently has exclusive arrangements with the following carriers and vendors:

Nice Healthcare | *Right Care at the Right Time*

You don't have to choose between cost and quality, you can have both. By adding Nice to your employee benefits, you can **decrease** your overall healthcare spend while simultaneously bringing a beloved, frustration-free care experience that will help retain and attract employees.

98% of patients rate their care as better than what they've received at previous clinics which goes a long way to understanding how Nice can maintain a 93.2 net promoter score and a perfect 5-star rating on google reviews.

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HealthJoy | *Simplifying Healthcare*

HealthJoy creates a connected healthcare experience that takes the confusion and complexity out of healthcare by connecting members with the right benefits at the right moment in their care journey.

The HealthJoy mobile platform and human concierge team bring benefits together to surface the best providers, virtual care, and savings. Ultimately, HealthJoy helps employees lead healthier, happier lives.

Innovative Captive Strategies | *Don't Rent Your Insurance - Own It*

Innovative Captive Strategies (ICS) is doing business boldly by challenging the way insurance has always been done. With our captives, our members have control over premiums, risks, and rewards. Because bigger isn't better – better is better.

In a captive, you can do business boldly, too. Captive members control their insurance alongside other like-minded, best-in-class companies, creating the opportunity to enhance their culture and bottom line.

Surest *A United Healthcare Company* | *A New Approach to Copay Plans*

Surest is tech-enabled improvement on today's copay plans with no deductible, no coinsurance, and known pricing before any medical care. Surest brings transparency to the healthcare buying experience and as a result drives employees to the most efficient, high-quality providers. It works because it gives people and employers more of what they need, less of what they don't. When people are dealing with chronic conditions or a life-changing health crisis or when families are welcoming a newborn, they can clearly see the best option for care and their total cost. When coupled with a self-funded medical plan, Surest puts control back in the hands of its members - allowing them to simply and clearly pay for the care they need, when they need it.

Vitori Health | *A Less Costly, More Compassionate Health Plan*

Vitori solves the challenges of outdated employee health plans with remarkable member support, 30% savings, network and open access plans, and an unmatched Claims Savings Guarantee. Employers shouldn't have to sacrifice key business needs to fund their health benefits. Vitori proves that offering comprehensive health benefits doesn't have to create a financial burden for companies or their health plan participants. Vitori has removed excess cost and waste from health plan benefits, while upgrading what really matters–the member experience. Vitori eliminates barriers and conflicts of interest in traditional insurance that have prevented employers from gaining durable control over cost and value.

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Required Outlined Format: xv.

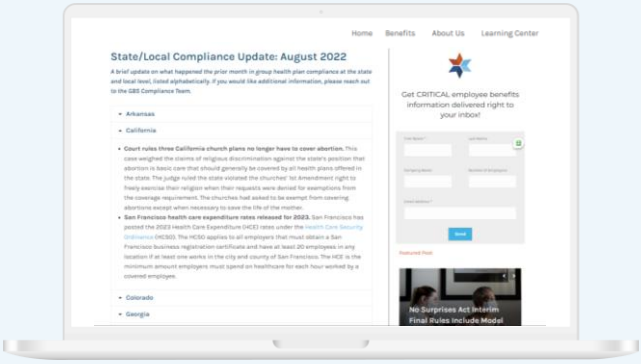
Provide a description of your communication systems that you use to deliver or support your services.

Midvale City has a dedicated Account Manager, Marcie McRoberts, to help keep things running smoothly. Marcie is supported by full-time in-house Account Management Support Specialist, Brytni Previsich. From claims issues and coverage questions, to open enrollment, the City and its employees can call them anytime for efficient services and support.

From compliance to wellness programs, it is our job to ensure that your team has up-to-date information and reliable resources to support every aspect of your benefits strategy. We keep you current through monthly newsletters, emails, seminars, and articles available on our website.

You can always access informational articles, resources, and templates on our Learning Center at gbsbenefits.com/learning-center.

GBS Learning Center



Summaries & Articles

GBS offers seminars and webinars presented by our in-house experts on topics such as compliance, wellness, pharmacy, and human resources. GBS also hosts an Annual Conference in Salt Lake City where clients can network, attend breakout sessions, and hear a keynote address. We have partnered with SHRM and HRCI to offer CE credits for these events.

Required Outlined Format: xvi.

Complete and submit the attached Cost of Services Worksheet found in Exhibit B.

***Exhibit B** completed and submitted per RFP guidelines.*

Required Outlined Format: xvii.

Complete and submit the attached Non-Collusion Affidavit found in Exhibit D.

***Exhibit D** completed and submitted per RFP guidelines.*

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Required Outlined Format: xviii.

Complete and submit the attached Agreement Verification Statement found in Exhibit E.

Exhibit E *completed and submitted per RFP guidelines.*

Please Note: Exhibit A *has also been completed and submitted per RFP guidelines.*

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This proposal has been prepared and submitted by
GBS Benefits, Inc. for **Midvale City**

July 2023

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GBS
A Leavitt Group Company

Response to Midvale City RFP MID23-123

Exhibit A

1. **Organization & Experience**

2. **Approach to Scope & Quality of Consulting Services**

3. **Administration Support**

4. **Cost of Services (Exhibit B)**
   Separate Document Per RFP Guidelines

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EXHIBIT A

1. Organization & Experience

A. Please provide a brief history, including number of years of experience your firm has in providing health & welfare benefit services.

GBS Benefits, Inc. is a privately-held employee benefits consulting agency founded in Salt Lake City in 1989. What started as a three-person operation has grown to be the most dynamic and innovative firm in the nation. In 2006, GBS forged a partnership with the Leavitt Group, expanding the GBS model nationwide. Our team currently provides services to 2,565 local, national, and international companies. As a firm dedicated exclusively to employee benefits, GBS has the expertise and resources to help Midvale City design, implement, and administer better benefits.

The GBS Team is dedicated exclusively to employee benefits. We are proud to be operating in our 34th year of specializing in benefit brokerage and consulting services. Over the years we've continuously added to our extensive in-house services. This allows GBS to provide a holistic benefits experience to our clients and their people.

GBS SERVICES BY YEAR

89-03	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Consultant, Account Manager, Account Coordinator
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Underwriting, COBRA, and Online Services
		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Human Resources, Benefit Books, & Seminars
				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Wellness
						✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Health Care Reform & Compliance
							✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Exchange, Payroll Integration
								✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Voluntary Products, Small Business Division
									✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Pharmacy Services
										✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Data Analytics, Individual & Medicare Plans, Life and Disability Specialist
											✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Actuary
												✓	✓	✓	✓	✓	✓	✓	✓	✓	Clinical MD, HR Technology Consulting
															✓	✓	✓	✓	✓	✓	Expanded Nationally and Expanded Internationally, Director of Compliance, In-House Retirement Services, Self-Funded Specialist
																✓	✓	✓	✓	✓	Behavioral Health Specialist, Recruiting
																			✓	✓	Total Rewards Consulting
																				✓	Specialty Pharmacy Program; In-House Learning Management System

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EXHIBIT A

1. Organization & Experience

B. Please provide your organization's structure and culture of your health and welfare division.

The GBS Team is structured so that each client has the expert support and service they need for any situation involving their benefits or the support and engagement of their employees.

The GBS Culture is the driving force behind our amazing team and proven track record as a firm. At GBS, we believe in innovation - creating an innovative culture for our employees and implementing innovative solutions for our clients. Our commitment to innovation has resulted in over 34 years of substantial growth and effective business practices.

In the benefits industry, it's easy to become stagnant or complacent - doing the same thing for years because "why fix something that isn't broken?". But just because something isn't broken, doesn't mean it can't be better. That's what makes GBS different. Our team designs, negotiates, and implements better benefits using better services.

Please see the following page for our Organizational Chart.

C. Please provide the number and location of offices and total number of employees directly involved in providing health and welfare services.

GBS employs over 230 industry professionals to provide our clients with superior service and support. GBS has 10 locations across the Intermountain Region.

GBS LOCATIONS

Headquarters
South Salt Lake, UT

Additional Locations

- **Logan, UT**
- **St. George, UT**
- **Vernal, UT**
- **Tempe, AZ**
- **Longmont, CO**
- **Boise, ID**
- **Idaho Falls, ID**
- **Twin Falls, ID**
- **Las Vegas, NV**

In addition to the GBS Team, we have a few companies that operate somewhat separately, but in partnership with GBS. These companies include GBS Rx Advantage, GBS Retire, Boost HR & Recruiting, and Enroll365.

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EXHIBIT A

1. Organization & Experience

GBS ORGANIZATIONAL CHART

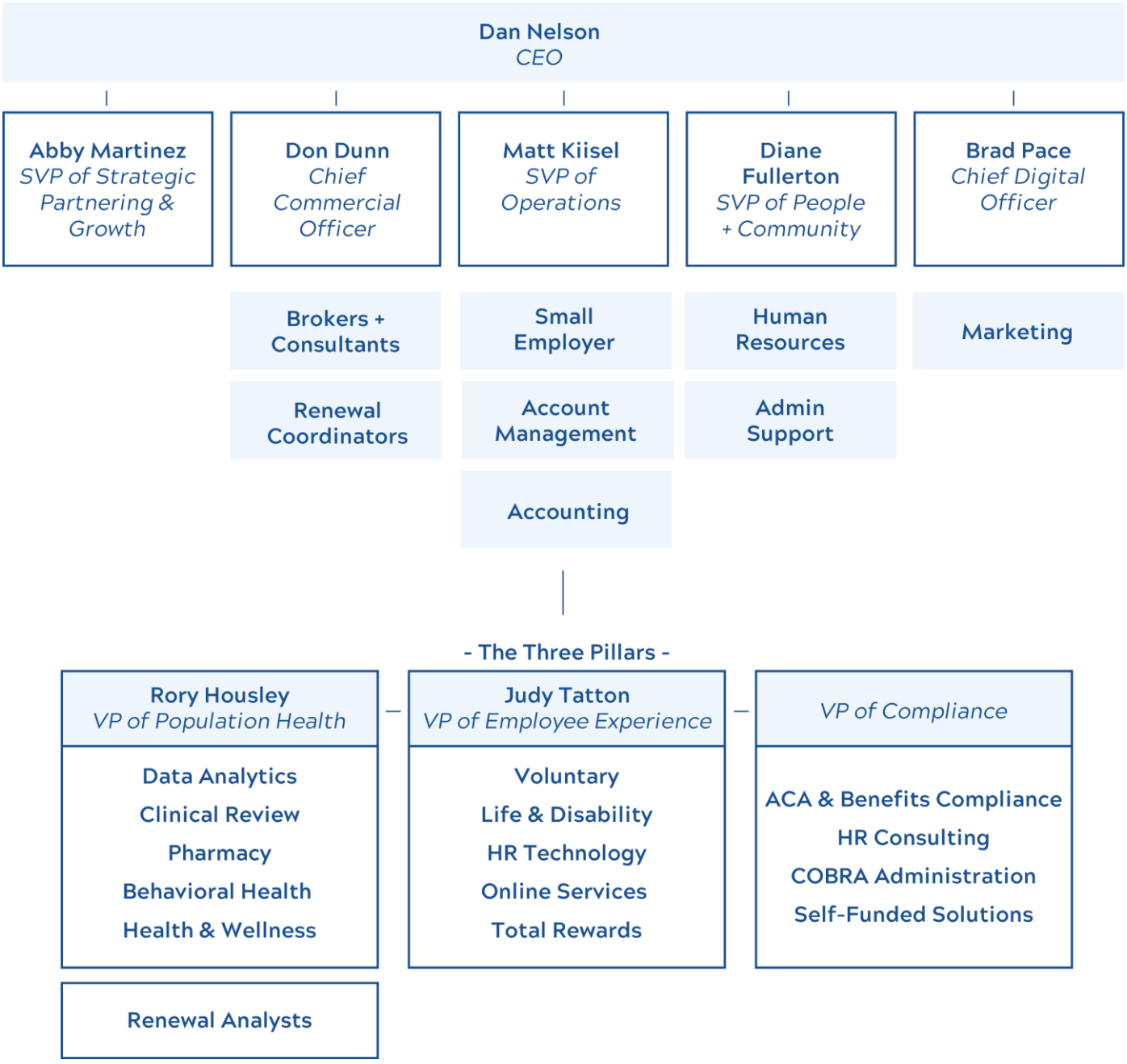

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EXHIBIT A

1. Organization & Experience

B. Please provide a list with the health and welfare plan providers and/or insurance companies your firm deals with in each of the following areas:

i. Medical

ii. Dental

iii. Prescription drug benefits

iv. Excess and stop loss insurance

v. Life insurance

vi. Disability benefits

GBS is appointed with all major benefit providers while maintaining the top broker/consultant rankings with most medical, dental, life, vision, and other ancillary carriers. We also have relationships with many TPA organizations.

The following is a list of carriers, TPAs, and vendors with which GBS is an authorized agent/broker or maintains working relationships. This list is not exhaustive and GBS will work with clients who wish to pursue partnerships with carriers, TPAs, or vendors not listed.

- Allegiance
- Aetna
- AIG
- Allstate
- Assurity
- Blomquist Hale
- CIGNA
- Colonial Life
- Delta Dental
- Dental Select
- Dentist Direct
- EMI Health
- Employee Benefit Management Services
- Express Scripts
- EyeMed
- Full Court Financial
- Guardian
- Hartford
- HealthEquity
- HealthEZ
- HealthJoy
- HSA Bank
- Humana
- Infinisource
- Innovative Captive Solutions
- Kaiser Permanente
- Kannact
- Kansas City Life
- Kroger Prescription Plans
- Leavitt Group Benefits Services
- LifeMap
- Lincoln Financial
- MBA Administrators
- Meritain Health
- MetLife
- MotivHealth
- Mutual of Omaha
- National Benefits Services
- Navitus Health Solutions
- Nice Healthcare
- One America
- Opticare of Utah
- Optum Bank
- OptumHealth Financial Services
- Pan America Life Insurance Company

List Continued on Following Page

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EXHIBIT A

1. Organization & Experience

- PEHP
- Principal Life
- Prudential
- Regence BlueCross BlueShield
- Rx Benefits
- SelectHealth
- Senior Benefits Company
- Standard Insurance Company
- SunLife
- Superior Vision
- Surest
- Tall Tree Administrators
- Teledoc
- Transamerica Life Insurance Company
- Total Dental Administrators (TDA)
- Trustmark Insurance Company
- UMR
- UnitedHealthcare
- University of Utah Health Plans
- UNUM
- Voya
- VSP
- WellVia

E. Please provide a summary of the support, research, compliance assistance, and technical service your corporate headquarters makes available to your employees and health and welfare clients and provide samples if available.

Our Consultants are backed by our extensive team of in-house experts, working locally out of our South Salt Lake, Utah headquarters.

The City has access to and the support of our in-house Employee Experience, Compliance, and Population Health experts. While you may not always interreact directly with each of our subject-matter experts, they are always here - working hard behind-the-scenes to ensure you have a holistic and sustainable benefits experience. These experts often join us on calls and in meetings, allowing the City to build relationships and trust with them. It is this dynamic that distinguishes the GBS customer service experience from our competitors.

COMPLIANCE TEAM

Matt Kiisel
SVP of Operations

Joe Tate
SPHR, SHRM, SCP
HR Consultant

Susan Grassli, Esq.
Health Benefits Attorney

Caroll Mackay
Self-Funding

Taylor Dance
PPC, CHSA, CPFA
Retirement Advisor

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EXHIBIT A

1. Organization & Experience

POPULATION HEALTH TEAM

Rory Housley, FSA
Actuary

Hayden Hansen
Advanced Analytics

Joe Tooley, PharmD, MBA
Pharmacy Consulting

Holly Green, RPh
Specialty Pharmacy Program Manager

Russell Vinik MD
Medical Director

Becca Rick, MS, RD
Health & Wellness

Catherine Van Tassell MPAS PA-C, LCSW, DipACLM
Behavioral Health

EMPLOYEE EXPERIENCE TEAM

Judy Tatton
Voluntary Specialist

Chris Mitarai
Life & Disability

Tenaya Bessinger
Online Services

Katie Doherty
HR Technology

Clay Johnson CCP, SHRM-SCP
Total Rewards

Please note that each GBS expert listed above works locally out of our South Salt Lake, Utah headquarters. While many other firms may have similar resources, none have centrally located expertise working a collaborative environment. It just takes walk down the hall to engage the appropriate GBS expert.

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EXHIBIT A

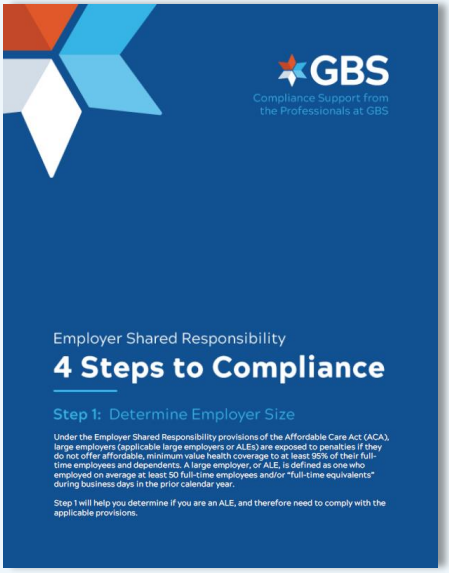
1. Organization & Experience

Sample Resources

Employer Share Responsibility: 4 Steps to Compliance

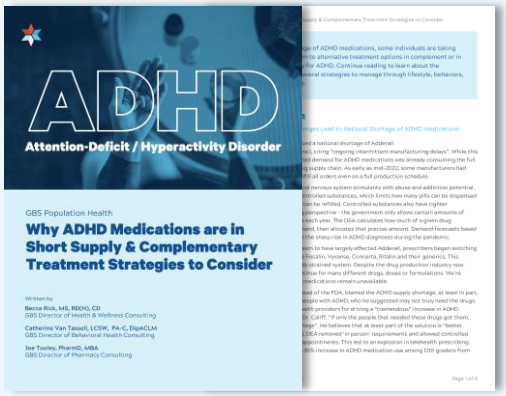
Under the Employer Shared Responsibility provisions of the Affordable Care Act (ACA), large employers (applicable large employers or ALEs) are exposed to penalties if they do not offer affordable, minimum value health coverage to at least 95% of their full-time employees and dependents.

Determining Employer Shared Responsibility can be an extremely overwhelming and confusing process. Our benefits attorney has created a 4 Steps to Employer Shared Responsibility Compliance process which helps employers easily understand their obligations and ensures compliance requirements are being properly met.



Behavioral Health Resources

ADHD Article & Connect to What Matters Video



Download Now >

Watch Now >

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EXHIBIT A

1. Organization & Experience

Sample Resources

2023 July's Healthy Habits

Contributing to Your Community

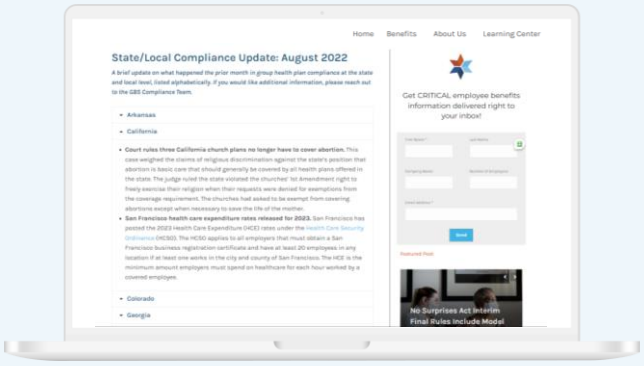
Our Health & Wellness Team designs monthly employee resources to improve and promote holistic health.

These Healthy Habits resources are designed with your employees in mind and are available to all on our Learning Center.

View Now >

GBS Learning Center

Information & Resources to Support a Holistic Benefits Strategy



Our in-house experts also author articles, summaries, resources, and templates to support your benefits strategy and your people. These informational resources can always be found on our Learning Center at gbsbenefits.com/learning-center.

View Now >

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EXHIBIT A

1. Organization & Experience

F. Please describe your firm's access and ability to negotiate favorable contracts with benefit providers.

GBS works diligently to maintain our strong vendor relationships while creating new ones with innovative vendor partners. GBS has been granted elite broker status with many health insurance carriers, as well as ancillary carriers. This allows us to negotiate at an unparalleled level, and resolve service related-issues on your behalf quickly and efficiently.

Due to our influence in the marketplace, representatives and leadership from all major carriers regularly and proactively seek out GBS to give our opinion and provide feedback. During these reviews, carriers share information about competition in the market, data on disease management programs, new products, and their financial standing. This allows us to monitor the industry for cost-reduction opportunities, provide insight on the market, and form exclusive arrangements with innovative vendors, so we can make the best recommendations for our clients. Examples of these exclusive arrangements include HealthJoy, Surest, and Nice Healthcare.

In addition to receiving plan administration service and support, the City's employees have access to your dedicated GBS Account Manager, Marcie McRoberts. Marcie is available to answer questions and act as liaison between carriers and your benefits team and plan members. She also provides escalated claims support to ensure timely and satisfactory resolutions.

G. Please provide examples of benefits packages your firm has negotiated on behalf of municipal clients. Please provide as much information as possible. At a minimum, please provide the number of employees, the premium costs to the employer and employees, the deductibles and out-of-pocket maximums, and a general description of the plan coverages.

The GBS team assigned to the City has extensive employee benefits experience with public entities such as cities, counties, and school districts. When it comes to public entities, the GBS Team is well-versed. We understand the nuances, processes, and needs of those in the public vector. Our team currently provides services to over 100 clients working in public administration.

Example of Benefit Package #1
Riverton City
135 Employees

View Comprehensive Benefits Package >

Example of Benefit Package #2
Sevier County
120 Employees

View Comprehensive Benefits Package >

Example of Benefit Package #3
Weber Human Services
350 Employees

View Comprehensive Benefits Package >

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EXHIBIT A

1. Organization & Experience

H. Please provide your firm's financial status and stability.

GBS operates at a profit every year and maintains minimal recurring debt.

Our company maintains excellent financial health. GBS has grown steadily over the last 34 years and our parent company, Leavitt Group, has maintained strong business growth and practices for over 50 years. Both operating out of the Intermountain West, GBS and Leavitt Group have established successful and profitable growth. Our profitability allows us to provide a stable partnership to employers and reinvest earnings to offer more services.

I. Please provide references.

Riverton City

Trish Dixon
Human Resources Manager

tdixon@rivertoncity.com | 801-208-3114

Sevier County

Craig Blake
Human Resources Director

cblake@sevier.utah.gov | 435-979-6580

Weber Human Services

Kristen Mecham
Human Resources Director

kristenh@weberhs.org | 801-625-3746

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

A. Please describe your proposed approach to supporting Midvale City's programs throughout the plan year.

GBS excels in providing our clients with timely and effective employee benefits plans and plan administration. We use an internal task management platform to track the progress of each client through the bidding, renewal, and open-enrollment process to give clarity, transparency, and accountability to each GBS team member who will be collaborating throughout the City's bidding process.

Our task management platform is also used to track all service and support provided to our clients and their employees throughout the year; helping us ensure timely and efficient resolutions. Our team members are also dedicated to providing high-touch, communicative service. That's why each member of our team returns calls and responds to emails within 24 business hours. Your Consultants and Account Manager are available via phone and email to support your employees as they use their benefits.

You can count on your dedicated Account Manager, Marcie, to help with the administration of benefits and employee support. From claims issues and coverage questions, to open enrollment, Marcie will shepherd your needs through the proper channels and ensure you get the answers and services you need in a timely manner.

Marcie will also run point and coordinate open enrollment meetings, partnering with carriers and other requested participants to ensure their attendance. She will also work with the City to develop a communication strategy to inform employees of their benefits and educate them on how to best utilize those benefits.

This strategy may include a combination of in-person open enrollment meetings, custom learning modules, recorded presentations, webinars, customized benefit materials, benefit guides, and targeted campaigns throughout the plan year. We understand that each client has a unique culture and organization and believe effective benefit administration must be accompanied by a strong employee communication strategy.

In addition, Marcie and her Support Specialist, Brytni, are available to support the City's members throughout the entire claims process. Our team will provide support from initial claim through the appeals process, to ensure a timely and satisfactory resolution. Should the need arise, our clinical experts and life and disability specialists are available to provide strategic support through the claims process.

Your Consultants are also involved in your plan administration. They will provide the City with insightful reports throughout the year analyzing plan components such as pharmacy rebates, stop loss reimbursements, and utilization. They will also organize meetings with the City's carriers as needed. Carrier meetings typically include, at minimum, an annual stewardship meeting, but could also included quarterly or monthly check-ins, if needed.

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2. Approach to Scope & Quality of Consulting Services

B. Please describe the firm's services in regard to directly assisting Midvale City in maintaining information regarding the cost, premiums, service fees, outcomes, loss ratios, and performance of our health and welfare plans in relation to national, regional, and local trends.

We will benchmark the City to ensure benefits are optimized to meet industry standard and geographic trends. GBS leverages data from multiple platforms to better inform our clients' benefits strategies. The data we receive from Deerwalk Analytics, Talent All Access, Worldwide Broker Network (WBN), and ADP combined with information from our 75+ municipality clients allows GBS to provide data-driven consultation. We can dive into plan design specifics such as deductibles, coinsurance and pharmacy benefits, compare employer contributions and even premiums. We can compare this information based on size segment, industry, and geographical location; giving our clients the insight they need to keep their benefit strategies fresh and competitive.

Benchmarking Report
Summary of Insights & Trends

C. Please explain how you will comply with the scope of services provided (Section 2 of the RFP), including compliance with ACA, HIPAA, ERISA, COBRA, etc., as well as recommendations on benefit offerings and plan design.

GBS has the services and in-house expertise to expertly comply with the scope of services laid out in the City's RFP. **Please see pages 6-7 for a list of our in-house experts working out of our South Salt Lake, Utah headquarters.**

It is our job to ensure that your team has up-to-date information and reliable resources to achieve and maintain compliance. GBS monitors federal and state-specific legislature and provides timely notifications on compliance developments. We keep you current through monthly newsletters, emails, seminars, and articles available on our website.

In addition, GBS offers the following at no additional cost:

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

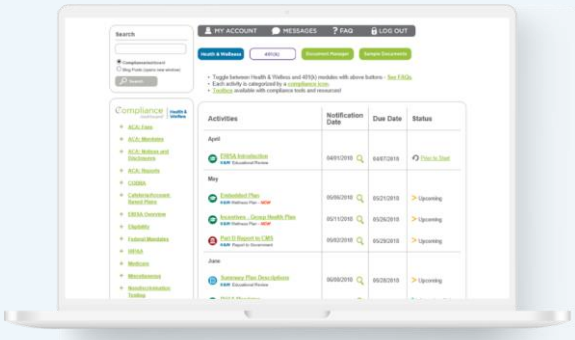
Benefits Attorneys

GBS helps clients stay compliant with full-time, in-house benefits attorneys who monitor and assist with healthcare reform.

Susan Grassli, Esq., our in-house Health Care Reform and Compliance Attorney, assists clients in meeting the significant challenges and opportunities associated with health care legislation. With over 27 years experience, she monitors for any updates or changes to health care regulations and presents informative seminars and webinars to advise and assist employers in understanding their obligations under the Affordable Care Act, Families First Act, and American Rescue Plan Act. Susan is available to provide support to help navigate the regulations specific to the City. She also writes summary articles to help simplify the legislation for clients; available to our clients at gbsbenefits.com.

myGBS Compliance

From ERISA to ACA, HIPAA, and COBRA, it can be overwhelming to keep up with compliance tasks and missteps can be costly. Our dashboard helps to keep you on track and compliant. It is customized to your benefit plans and features a compliance calendar, sends email reminders, records tasks, stores documents, and generates reports you can use to track your progress.



Human Resource Consulting

GBS is here for you when you need HR advice from an expert. Joe Tate, SPHR, SHRM SCP is our HR consultant operating from our Salt Lake City office. Joe Tate was a former Vice President of Human Resources for an 8,000-employee company with over 114 physical locations. Clients can call or send an email to discuss solutions and receive guidance. Joe also works with our clients' in-house council on a regular basis.

In addition to Joe, GBS provides access and support through an online HR resource library. HR related forms, documents, and policies are made available to the City including: FMLA forms, letters, policy and procedure templates, disciplinary action forms, ADA forms and documents, offer letters, severance agreements, and job description templates.

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2. Approach to Scope & Quality of Consulting Services

myGBS HR Portal

myGBS HR Portal is your go-to resource to find the content and tools you need to help you stay compliant, manage risk and build a better workforce. Our portal features:

- 24/7 access to exclusive compliance information, training, people and risk management tools you can use to avoid costly lawsuits, claims and fines
- Accurate compliance information regarding ACA, FMLA, COBRA, OSHA and more
- Alerts and notifications to help you stay up-to-date when content and legislation is updated
- User-friendly solutions that will assist you in getting more done in less time
- HR and compliance assets you need to do your job more effectively

COBRA Administration

GBS features an in-house COBRA Services Department to provide full COBRA administration to clients at no charge. We will help the City stay compliant by mailing out all required notices and letters, processing COBRA enrollment forms, and collecting premiums from participants.

Self-Funding

Self-funding requires experience and specialized expertise from the quoting process all the way through the administrative services agreement implementation. GBS provides full-time, in-house self-funding experts who will work with your Consultant team to guide your organization through self-funding implementation, document management, risk mitigation, and plan consultation and support. One of their most valuable contributions to this process is a line-by-line review of all plan documents to ensure your plan covers what you intend it to and excludes what you don't. They also provide recommendations to our clients' legal council regularly.

Our team provides powerful recommendations to help our clients make the best decisions for their organizations. As part of your customized benefit strategy, we recommend plans that support your compensation philosophy, bring value to your employees, and align with your budgetary goals.

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

D. Please provide a description of the services you provide as an insurance broker to Midvale City.

We've designed our included services to provide you and your team with access to unmatched industry expertise. With GBS, you will always have the best resources and tools to support your people and your culture.

Benefit Strategy & Consulting

Design
Benefit Evaluation, Underwriting Methodologies, Risk Management, Forecasting, Risk Sharing & Consumer Engagement

Education
Promotion Of Consumerism, Health & Productivity, Overall Business & Benefits Solutions, Benefits Compliance & Benchmarking

Negotiation
Renewal Rates, Bids, Decrements, Provider Networks & Stop Loss

Innovation
New Market Offerings, Employer Trends, Employee Culture & Benefits Technology

Plan Review

- Benefit Design
- Requests for Proposals
- Comparison of New Bids & Existing Plan
- Negotiation of Rates & Benefits
- Provider Matching Analyses

Account Management Services

- Escalated Claims Resolution, Appeals Support & Billing Reconciliation
- Open Enrollment Strategy & Employee Benefit Education
- Employee Surveys
- Assistance with Enrollment Applications
- Assistance with Health Fairs & Wellness Programs
- Compliance Education & Support Tools
- Ongoing Benefit Education

Employee Benefit Communication

- Benefit Books
- Communication Documents & Materials
- Online Education Platform

Education on Industry Trends & Updates

- Access to Materials Authored by In-House Experts
- Seminars & Webinars Presented by In-House Experts
- Newsletters (Wellness, Compliance News & Health Care Reform, Events)
- GBS Annual Conference

GBS Included Services continued on following page....

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

8 Population Health Management

- Data Warehouse (Deerwalk), Plan Management Reports
- Rating Action Analysis
- Renewal Rate Negotiation
- Long-Term Planning Tools, Cost Containment Initiatives
- Self-Funding Support, Market Stop Loss Negotiations
- HSA Implementation Consulting
- Pharmacy Consultant, Pharmacy Benefit Analysis
- Medical Director, Clinical Navigation & Consulting
- Behavioral Health Consultant
- Wellness Director, Wellness Assessment & Consultative Operating Plan
- Ongoing Consulting & Evaluation of Outcomes

Employee Experience

Employee Navigator
Benefit Election Capabilities, Employee Self-Service, Carrier Files, Onboarding, Emergency Contacts, Talent Management, Licensing & Certification, Annual Training

- Other Online Systems Support
- HRMS & Payroll Consulting
- Total Rewards Review
- Voluntary & Disability Benefit Design
- Voluntary & Disability Dedicated Support
- Voluntary & Disability Education

Compliance

- Self-Funded Specialists
- HR Consulting (Q&A support via phone and email) & Access to Mineral™
- Advise and Assist with Understanding & Complying with the Affordable Care Act
- Advise and Assist with Understanding & Complying with ERISA, DOL, COBRA, HIPAA, Section 125 & HSA
- myGBS Compliance Dashboard
- COBRA Setup
- COBRA Qualifying Event Notification
- COBRA Takeover
- Initial COBRA Notification
- HIPAA Certifications of Credible Coverage (for non-COBRA losses of coverage)
- Monthly COBRA Premium Billing

*** Please Note**
Population Health Services are dependent upon group size and available data. Typically, carriers only provide data for groups over 100 enrolled or level/self-funded groups.

Learn more about how you can maximize your investment in your people.

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2. Approach to Scope & Quality of Consulting Services

In addition to our full-suite of services, GBS offers additional services through our companies:

GBS Retire

401(k) / Retirement Plan Consulting

Defined contribution plans are the mainstay of employer-sponsored retirement plans today. However, they place a significant degree of fiduciary responsibility on the plan sponsor. GBS Retire can help, with a comprehensive array of services that strive to save you time and money, while maintaining compliance and increasing participant outcomes.

The GBS Retire Team provides in-depth expertise and services for plan sponsors, participants, and executives; as well as wealth management and benefit integration services.

Securities offered through LPL Financial, member FINRA/SIPC. Investment advisory services offered through Global Retirement Partners, LLC (GRP), an SEC registered investment advisor. GRP, GBS Retire and LPL Financial are separate entities.

Boost HR & Recruiting

HR Consulting & Recruiting Services

In addition to the expert guidance and resources produced by our in-house HR Consultant, Joe Tate, SPHR, SHRM SCP, GBS Clients also have access to ancillary HR services through Boost HR & Recruiting.

Boost HR & Recruiting is a full-service recruiting and HR consulting firm. Boost HR partners with companies to build a stronger HR team while protecting organizational interests from employment and financial risk. Their experts bring world-class experience in recruiting and key-position staffing (temporary and direct) with a focus in HR, Finance and Accounting, Technology, and Sales and Marketing.

Boost HR also provides HR audits, customized trainings, I-9 self audit set-up and guidance, FMLA process audit, Boost HR Leadership Certification, employee handbook creation/revision, and additional ad-hoc services.

Enroll 365

Individual & Family Coverage Options

Enroll365 is a free service that successfully helps thousands of individuals and families find a health insurance plan, including individual Marketplace, dental, vision, and short-term options. In addition to finding affordable coverage, their experienced team of licensed insurance agents helps individuals discover if the qualify for financial aid, which can reduce or eliminate premiums.

If you have employees that are approaching age 65 or are over 65 and still working with your employer-sponsored health insurance, they probably have questions about their options, including Medicare. Enroll 365's Medicare Specialists can help your employees understand their Medicare options.

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

While GBS is dedicated to employee benefits, our parent company, Leavitt Group, provides our clients with dedicated property, casualty and liability expertise.

Leavitt Group

Property & Casualty

Your business may incur direct damage to property, suffer a business interruption, or be found legally responsible for injury or damages to another party.

Whether you seek to cover damages to company assets or liability resulting from your operations, we will help you identify exposures and address risk solutions. Our coverage is customized to fit the unique needs of businesses in the communication and technology sectors. Our advisory team will provide insight to help customize your insurance and risk management programs according to your business exposures and operational obligations.

Employee Benefits Liability Insurance

Benefits administration is a complex job that involves many tasks. Benefits administrators must explain benefits to employees, enroll workers in plans, add or remove beneficiaries, and keep accurate records. Mistakes can happen and even small errors result in unexpected consequences. Our parent company, Leavitt Group helps our clients select appropriate EBL coverage.

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2. Approach to Scope & Quality of Consulting Services

E. Describe how you manage vendor relationships.

GBS works diligently to maintain our strong vendor relationships while creating new ones with innovative vendor partners. GBS has been granted elite broker status with many health insurance carriers, as well as ancillary carriers. This allows us to negotiate at an unparalleled level, and resolve service related-issues on your behalf quickly and efficiently.

GBS is appointed with all major benefit providers while maintaining the top broker/consultant rankings with most medical, dental, life, vision, and other ancillary carriers. We also have relationships with many TPA organizations.

Due to our influence in the marketplace, representatives and leadership from all major carriers regularly and proactively seek out GBS to give our opinion and provide feedback. During these reviews, carriers share information about competition in the market, data on disease management programs, new products, and their financial standing. This allows us to monitor the industry for cost-reduction opportunities, provide insight on the market, and form exclusive arrangements with innovative vendors, so we can make the best recommendations for our clients.

Exclusivity agreements vary based on product, market and ongoing negotiations with our vendor partners. GBS currently has exclusive arrangements with the following carriers and vendors:

Nice Healthcare | *Right Care at the Right Time*

You don't have to choose between cost and quality, you can have both. By adding Nice to your employee benefits, you can **decrease** your overall healthcare spend while simultaneously bringing a beloved, frustration-free care experience that will help retain and attract employees.

98% of patients rate their care as better than what they've received at previous clinics which goes a long way to understanding how Nice can maintain a 93.2 net promoter score and a perfect 5-star rating on google reviews.

HealthJoy | *Simplifying Healthcare*

HealthJoy creates a connected healthcare experience that takes the confusion and complexity out of healthcare by connecting members with the right benefits at the right moment in their care journey.

The HealthJoy mobile platform and human concierge team bring benefits together to surface the best providers, virtual care, and savings. Ultimately, HealthJoy helps employees lead healthier, happier lives.

Innovative Captive Strategies | *Don't Rent Your Insurance - Own It*

Innovative Captive Strategies (ICS) is doing business boldly by challenging the way insurance has always been done. With our captives, our members have control over premiums, risks, and rewards. Because bigger isn't better – better is better.

In a captive, you can do business boldly, too. Captive members control their insurance alongside other like-minded, best-in-class companies, creating the opportunity to enhance their culture and bottom line.

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EXHIBIT A

2. Approach to Scope & Quality of Consulting Services

Surest ***A United Healthcare Company*** | *A New Approach to Copay Plans*

Surest is tech-enabled improvement on today's copay plans with no deductible, no coinsurance, and known pricing before any medical care. Surest brings transparency to the healthcare buying experience and as a result drives employees to the most efficient, high-quality providers. It works because it gives people and employers more of what they need, less of what they don't. When people are dealing with chronic conditions or a life-changing health crisis or when families are welcoming a newborn, they can clearly see the best option for care and their total cost. When coupled with a self-funded medical plan, Surest puts control back in the hands of its members - allowing them to simply and clearly pay for the care they need, when they need it.

Vitori Health | *A Less Costly, More Compassionate Health Plan*

Vitori solves the challenges of outdated employee health plans with remarkable member support, 30% savings, network and open access plans, and an unmatched Claims Savings Guarantee. Employers shouldn't have to sacrifice key business needs to fund their health benefits. Vitori proves that offering comprehensive health benefits doesn't have to create a financial burden for companies or their health plan participants. Vitori has removed excess cost and waste from health plan benefits, while upgrading what really matters–the member experience. Vitori eliminates barriers and conflicts of interest in traditional insurance that have prevented employers from gaining durable control over cost and value.

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EXHIBIT A

3. Administration Support

A. Please describe how your firm will provide employer administration support including benefits enrollment and tracking system, IRS reporting, and employee communication.

Online Enrollment

GBS provides Employee Navigator at no cost to our clients. Employee Navigator is an all-in-one benefits solution, allowing our clients to get new hires enrolled quickly, review coverage status for all employees, and monitor employee enrollment status and deadlines. It also allows our clients employees the ability to compare and select plans, as well as review and acknowledge important plan documents.

Our in-house Online Team manages Employee Navigator for our clients including ongoing support, renewal and system training. The admin interface is user-friendly and allows HR to own the system and utilize its strengths. GBS also manages electronic reporting with approved carriers.

The GBS Online Team has 25 team members; each client is assigned 3 dedicated individuals whose roles are: Online Account Manager (HR's main contact answering day-to-day system questions), Online Implementer (initially builds the system, and prepares it for renewal each year), and an EDI Specialist (manages the carrier files and monitors carrier discrepancies).

HR Technology

At GBS, we know HR Technology is the cornerstone to efficiently managing business functions. Our in-house HR Technology Consultant, Katie Doherty is available to help the City research, purchase, implement, and manage the HR technologies that run your business and serve your employees. Katie has expert knowledge of all systems available in the market including Workday, Paylocity, ADP Workforce Now, and Rippling. In addition, we are part of many of these vendors partnership programs, allowing us to access better pricing and support for GBS clients.

Employee Communication & Education

GBS is here to help your employees understand and appreciate their benefit program. We will meet with the City to understand your current strategy; we want to know what works best for your employees so we can help you build upon your communication strategy.

Your dedicated Account Manager, Andrea Alexander, will run point and coordinate open enrollment meetings, partnering with carriers and other requested participants to ensure their attendance. She will also work with the City to develop a communication strategy to inform employees of their benefits and educate them on how to best utilize those benefits throughout the year.

This strategy may include a combination of in-person open enrollment meetings, custom learning modules, recorded presentations, webinars, customized benefit materials, and targeted campaigns throughout the plan year. We understand that each client has a unique culture and organization and believe effective benefit administration must be accompanied by a strong employee communication strategy.

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EXHIBIT A

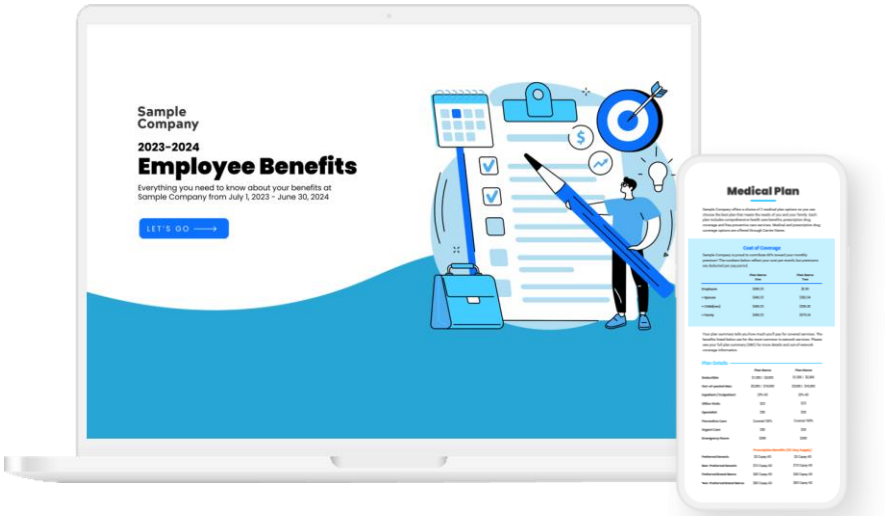
3. Administration Support

GBS provides the following solutions that put benefits information at your members' fingertips - on-demand and throughout the year.

- GBS Edge: Customized online learning module to walk employees through their benefits
- Print-ready employee benefit books and online benefit books
- Print-ready benefit educational materials at no cost to the City
- Design of benefit-specific education pieces
- Open enrollment meetings for employees (presentations, handouts, etc.)
- Quick Byte Videos (60 seconds)
- Email campaigns

GBS Edge Example

Our education platform provides a custom digital learning experience that highlights the value of your benefits offering by engaging members through guided education.



Benefits Guide Example

Digital or Printed

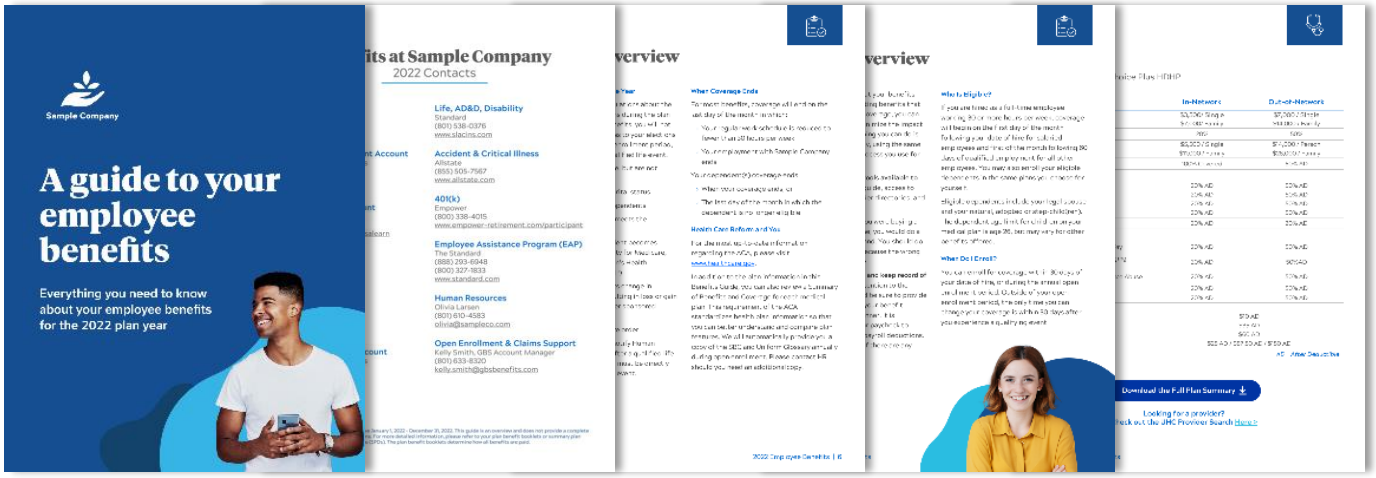


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EXHIBIT A

3. Administration Support

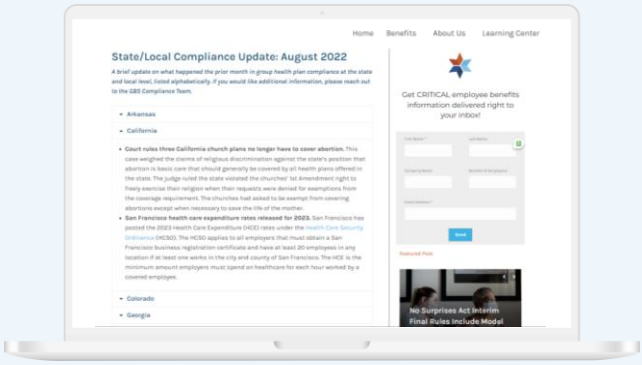
B. Please describe your communication systems (call centers, reports, automated correspondence, newsletters, seminars, internet websites, etc.) that you use to deliver or support the service.

Midvale City has a dedicated Account Manager, Marcie McRoberts, to help keep things running smoothly. Marcie is supported by full-time in-house Account Management Support Specialist, Brytni Previsich. From claims issues and coverage questions, to open enrollment, the City and its employees can call them anytime for efficient services and support.

From compliance to wellness programs, it is our job to ensure that your team has up-to-date information and reliable resources to support every aspect of your benefits strategy. We keep you current through monthly newsletters, emails, seminars, and articles available on our website.

You can always access informational articles, resources, and templates on our Learning Center at gbsbenefits.com/learning-center.

GBS Learning Center



Summaries & Articles

GBS offers seminars and webinars presented by our in-house experts on topics such as compliance, wellness, pharmacy, and human resources. GBS also hosts an Annual Conference in Salt Lake City where clients can network, attend breakout sessions, and hear a keynote address. We have partnered with SHRM and HRCI to offer CE credits for these events.

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EXHIBIT A

4. Cost of Services

*Pricing information has been provided separately in **Exhibit B**, per RFP guidelines.*

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Responses to Exhibit A have been prepared and submitted by
GBS Benefits, Inc. for **Midvale City**

July 2023

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WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF GBS BENEFITS, INC.
A Utah Corporation

The undersigned, being all of the Directors of GBS Benefits, Inc., a Utah Corporation (the "Corporation"), in accordance with the Articles of Incorporation and Bylaws of the Corporation, do hereby consent to the adoption of the following resolution by written consent, without a meeting of the Board of Directors of the Corporation:

BE IT THEREFORE RESOLVED that the Board of Directors hereby authorize Matt Kiisel to execute the non-collusion agreement on behalf of GBS.

IN WITNESS THEREOF, the undersigned have executed this Written Consent as of the 18th day of July, 2023.

Directors:

DocuSigned by:
E5D17034CA894C1...
Eric O. Leavitt

DocuSigned by:
08395926D791437...
Vance K. Smith

DocuSigned by:
07C5F91CF1CE454...
Dan Nelson

DocuSigned by:
D51C22999D9A424...
Jeff Kluge

DocuSigned by:
A311ABF92EC9415...
Gary Bell

DocuSigned by:
C14AAC3952F24CC...
Bracken Longhurst

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Exhibit D
Non-Collusion Affidavit

No proposal will be accepted that does not have this form fully executed.

By submission of a proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

a. No attempt has been made or will be made by the bidder to entice any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.
b. The person signing this proposal certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.
c. Attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this proposal on behalf of the corporation contractor.

Individual _____

Corporation/Firm GBS Benefits, Inc.

By Matt Kiisel

Title Senior Vice President of Operations

Date 07/19/2023

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Exhibit E
Agreement-Verification Statement

I Matt Kiisel (individual), a duly authorized representative of GBS Benefits, Inc. (Bidder), do hereby state that the proposal submitted by said Bidder is true and accurate.

I FURTHER STATE THAT AS the duly authorized representative of GBS Benefits, Inc. (Bidder), serving as the SVP of Operations (Title of Individual) with said Bidder, I am duly authorized to submit this proposal on behalf of GBS Benefits, Inc. (Bidder).

I FURTHER STATE THAT AS the duly authorized representative of the Bidder, I, on behalf of said Bidder, accept and agree to abide by all the conditions as set forth in the Request for Proposals.

AS REQUIRED BY YOUR Request for Proposals, I hereby verify the fact that GBS Benefits, Inc. (Bidder) is capable in every manner (with personnel, necessary merchandise, and financial resources) to furnish services for which we have submitted proposal(s).

Authorized Representative Matt Kiisel
Title Senior Vice President of Operations
Date 07/19/2023
Phone 801-819-7875
Email matt.kiisel@gbsbenefits.com

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

SUBJECT: **Consider Resolution No. 2023-R-45 Accepting and Approving the Results of Municipal General Election held November 21, 2023 as shown on the Canvass Report**

SUBMITTED BY: **Rori Andreason, H.R. Director/City Recorder**

SUMMARY:
The Mayor and City Council are the legislative body for Midvale City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301. Utah Code requires the Board of Municipal Canvassers to meet to canvass the returns of the Municipal General Election no sooner than 14 days and no later than 14 days after the election.

Salt Lake County has prepared the election results report for your review and approval. Any valid ballots received by noon on the day of the official canvass and postmarked before election day will be opened and added to the election results. The final canvass report will be distributed and reviewed at the meeting.

STAFF RECOMMENDATION:
Staff recommends the Board of Canvassers approve Resolution No. 2023-R-45 Accepting and Approving the Results of the Municipal General Election held November 21, 2023 as shown on the Canvass Report. The Board of Canvassers will be requested to sign the official canvass results indicating their approval.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I move to approve Resolution No. 2023-R-45 Accepting and Approving the Results of the Municipal General Election held November 21, 2023 as shown on the Canvass Report.

Attachments:
Resolution

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-45

A RESOLUTION ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 21, 2023 AS SHOWN ON THE CANVASS REPORT

WHEREAS, on November 21, 2023, the Midvale City Municipal General Election was held; and

WHEREAS, the Mayor and City Council are the Municipal Legislative Body for Midvale City and comprise the Board of Municipal Canvassers per Utah Code Annotated 20A-4-301(2)(a); and

WHEREAS, the Board of Canvassers shall meet to canvass the returns of the Municipal General Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than fourteen days after the election per Utah Code Annotated 20A-4-301(2)(b)(ii); and

WHEREAS, on December 6, 2023, the Board of the Canvassers canvassed the returns of the Municipal General Election; and

WHEREAS, the Board publicly canvassed the returns, determined from them the votes of each voting precinct of each person voted for; and

WHEREAS, the Board of Canvassers has determined that the election and voting were conducted in compliance with Utah State law.

NOW, THEREFORE, BE IT RESOLVED by the Midvale City Board of Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2023 Midvale City Municipal General Election held November 21, 2023.

Section 2. The following candidates are declared to have received the number of votes indicated:

Council Member District 1 (4-Year Term)

Candidate	**Votes**
Ben Umeadi	
Bonnie Billings	
Dustin Snow	

Council Member District 2 (4-Year Term)

Candidate	**Votes**
Paul Glover	

Council Member District 3 (4-Year Term)

Candidate	**Votes**
Heidi Robinson	
Evan Feinberg	
Bart Benson	

Section 3. The Board of Canvassers made a proper canvass of the election returns of said special election in accordance with Sections 11-4-207, 20A-4-301(3), 20A-4-302 and 20A-4-303, Utah Code Annotated 1953, as amended, including making publicly available at the meeting the return of voting for each precinct, and at conclusion of the canvass made the following official findings:

PROPOSITION

Shall the City Council (the "Council") of Midvale City, Utah (the "City"), be authorized to issue General Obligation Bonds in an amount not to exceed ELEVEN MILLION AND TWO HUNDRED THOUSAND ($11,200,000) (the "Bonds") for the purpose of financing a portion of the costs to construct a new recreation center, including a community pool, and other recreational amenities, including trails, and all related improvements; said Bonds to be due and payable in not to exceed thirty-one (31) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned, a property tax sufficient to pay debt service on the Bonds will be required over a period of thirty (30) years in the estimated average amount of $48.80 per year on a $438,000 primary residence and in the estimated amount of $88.74 per year on a business property having the same value.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, incl ding estimated debt service on the Bonds and taxable values of property in Midvale City, Utah.

Total votes cast

Total persons challenged

Total number of provisional ballots were counted

Total votes case in favor of issuing $11,200,000 General Obligation Bonds

Total votes cast against issuing $11,200,000 General Obligation Bonds

Based upon the canvass of returns by the City Council of Midvale City, Utah sitting as a Board of Canvassers, said Council hereby declares the Proposition set forth above to have carried.

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this resolution and a certified copy of the Election Results Report to the Lieutenant Governor's Office within fourteen days following the Municipal General Election.

Section 5. The Election Officer (City Recorder) is directed to publish a copy of the certified report in a newspaper with general circulation in the city and post it in a conspicuous place within the city.

Section 6. This Resolution shall take effect immediately.

PASSED AND APPROVED by the Board of Municipal Canvassers of Midvale City, Utah this 6th day of December 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder/HR Director

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE CITY COUNCIL OF MIDVALE CITY, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the City Council (the "Council") of Midvale City, Utah (the "City"), will be held at the Council's regular meeting place at 7:00 p.m. on December 6, 2023, for the purpose of canvassing the special bond election in connection with the City's General Obligation Bonds in a total principal amount of not more than $11,200,000 and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
City Recorder

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Mayor and Members of the City Council of Midvale City, Utah, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Mayor

_____
City Councilmember

_____
City Councilmember

_____
City Councilmember

_____
City Councilmember

_____
City Councilmember

Midvale, Utah

December 6, 2023

The City Council (the "Council") of Midvale City, Utah (the "City"), met in special session at the regular meeting place of the Council, at 7:00 p.m. on December 6, 2023, with the following members of the Council being present:

Marcus Stevenson	Mayor
Bryant Brown	Councilmember
Dustin Gettel	Councilmember
Paul Glover	Councilmember
Heidi Robinson	Councilmember
Quinn Sperry	Councilmember

Also present:

Rori Anderson	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this December 6, 2023 meeting, a copy of which is attached hereto as Exhibit A.

It was then moved by Councilmember _____, seconded by Councilmember _____, and carried unanimously that the Council sit as a Board of Canvassers for the purpose of canvassing the returns of the special bond election held in the City on November 21, 2023.

The Council thereupon made a proper canvass of the election returns of said special election in accordance with Sections 11-14-207, 20A-4-301(3), 20A-4-302 and 20A-4-303, Utah Code Annotated 1953, as amended, including making publicly available at the meeting the return of voting for each precinct, and at conclusion of the canvass made the following official findings:

PROPOSITION

Shall the City Council (the "Council") of Midvale City, Utah (the "City"), be authorized to issue General Obligation Bonds in an amount not to exceed ELEVEN MILLION AND TWO HUNDRED THOUSAND ($11,200,000) (the "Bonds") for the purpose of financing a portion of the costs to construct a new recreation center, including a community pool, and other recreational amenities, including trails, and all related improvements; said Bonds to be due and payable in not to exceed thirty-one (31) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned, a property tax sufficient to pay debt service on the Bonds will be required over a period of thirty (30) years in the estimated average amount of $48.80 per year on a $438,000 primary residence and in the estimated amount of $88.74 per year on a business property having the same value.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in Midvale City, Utah.

Total votes cast

Total persons challenged

Total persons who were issued a provisional ballot

Total number of provisional ballots that were counted

Total votes cast in favor of issuing $11,200,000 General Obligation Bonds

Total votes cast against issuing $11,200,000 General Obligation Bonds

Based upon the canvass of returns by the City Council of Midvale City, Utah sitting as a Board of Canvassers, said Council hereby declares the Proposition set forth above to have carried.

PASSED AND APPROVED this December 6, 2023.

(SEAL)

_____
Mayor

ATTEST:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

I, Rori Andreason, the duly qualified and acting City Recorder of Midvale City, Utah (the "City"), do hereby certify according to the records of the City in my possession that the above and foregoing constitutes a true and correct copy of the excerpts from the minutes of the meeting of the City Council of the City, held on December 6, 2023.

_____
City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Rori Andreason, the undersigned City Recorder of Midvale City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council (the "Council") of the City on December 6, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted in a public location within the City that is reasonably likely to be seen by residents of the City at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this December 6, 2023.

By:_____
City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

ITEM TYPE: Action

SUBJECT: Consider Resolution 2023-R-46 Requesting the Recertification of the Midvale Justice Court

SUBMITTED BY: Mariah Hill, Administrative Services Director

CITIZEN'S AGENDA: Consider approving a resolution requesting the recertifying the Midvale City Justice Court by the State.

SUMMARY: Section 78A-7-103 of the Utah Code requires that municipal justice courts be recertified by the Utah Judicial Council every four years. The certification for the Midvale City Justice Court ("the Court") expires in January 2024. To qualify for recertification, Midvale City must submit the following three documents:

1. An affidavit submitted by Judge Vo-Duc certifying that the Court meets the state requirements for a Class I Justice Court
2. A letter from the city attorney attesting to the viability of the justice court, and
3. A resolution adopted by the City Council

The Court is a Class I Court. The operational standards for a Class I Court are as follows:

- **Over 500 Filings Per Month:** Currently, the Court averages 780 total filings per month, which includes traffic, criminal and small claims cases.
- **Full-Time Hours and Full-Time Judge:** The Court is currently open Monday to Thursday from 8:00 a.m. to 5:45 p.m. and on Friday from 8:00 a.m. to 4:45p.m. and employs a full-time judge.
- **Dedicated Facility:** The Court is housed in a separate section of Midvale City Hall. It contains a dedicated courtroom, judge's chambers and clerk's office. The facilities provided meet or exceed the minimum requirements, and the judge has been provided with the required attire and tools as specified by the Judicial Council.
- **Clerical Resources – Minimum of Three Full-Time Clerks:** The Court employs a full-time court administrator, six full-time judicial clerks, and one part-time judicial clerk.
- **Prosecution:** Midvale City has a full-time prosecutor.
- **Indigent Defense:** Midvale City budgets funds to provide for a defense attorney to represent indigent defendants. The City contracts with the law firm of Stowell, Crayk & Bown for its indigent defense services.
- **Legal Resources:** Midvale City provides a yearly copy of the Utah Code and Midvale Municipal Code. Copies of the Utah Justice Court Manual, Utah Code of Judicial Administration and Utah Uniform Bail Schedule are kept electronically and updated regularly through the Utah Administrative Office of the Courts.
- **Law Enforcement:** Midvale City currently contracts with Unified Police Department to enforce the law with Midvale City boundaries.

- **Bailiff:** The Court contracts with All-Pro Security for its bailiff services. All-Pro is a bonded and registered constable company who employs POST certified officers.
- **Security Plan:** A draft security plan is attached and will be submitted per Rule 3-414 of the Utah Code of Judicial Administration.
- **Jury/Witness Fees:** The City provides funding for the payment of all statutory juror and witness fees.
- **Education:** The City provides full funding for judicial and court clerk conferences. These conferences satisfy continuing professional education requirements for Judge Vo-Duc and the judicial assistants.
- **Reporting:** All reporting required by the Utah Judicial Council is submitted in a timely manner and within the governing rules and laws. All reporting to the Utah Driver's License Division and the Bureau of Criminal Identification are made via the state case management system: CORIS. All surcharges are forwarded to the Utah State Treasurer's Office no later than the tenth day of each month.

PLAN COMPLIANCE: N/A

FISCAL IMPACT: N/A

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approval of Resolution 2023-R-46.

I move that we adopt Resolution 2023-R-46, requesting the recertification of the Midvale Justice Court.

ATTACHMENTS:
- Resolution 2023-R-46
- Judicial Affidavit
- City Attorney Opinion Letter
- Security Plan

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-46

A RESOLUTION REQUESTING THE RECERTIFICATION OF THE MIDVALE JUSTICE COURT

WHEREAS, the provisions of U.C.A. 78A-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire on the 31st day of January 2024; and

WHEREAS, the members of the Midvale City Council have received an opinion letter from Garrett Wilcox, City Attorney, which set forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and

WHEREAS, the members of the Midvale City Council have determined that it is in the best interests of Midvale City to continue to provide for a Justice Court.

NOW THEREFORE BE IT RESOLVED, the Midvale City Council hereby request recertification of the Midvale Justice Court by the Board of Justice Court Judges and the Utah Judicial Council.

BE IT FURTHER RESOLVED, the Midvale City Council hereby affirms its willingness to continue to meet all requirements set forth by the judicial council for continued operation of the Midvale City Justice Court for the next four-year term of court, except as to any requirements waived by the Utah Judicial Council.

APPROVED AND ADOPTED this 6th day of December, 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

COURT CERTIFICATION AFFIDAVIT

Justice Court: MIDVALE

Judge: GEORGE F. UDUC

Address: 7505 S. HOLDEN ST

MIDVALE, UT 84047

Telephone: 801-567-7265

Court's Website: MIDVALE.UT.GOV

Level of Court (Circle one): (I) II III IV

Average Case Filings Per Month: 600

Daily Court Hours: 9

Number of Full-time Clerks: 6
Hours Worked Per Week Per Clerk: 40

Number of Part-time Clerks: 1
Hours Worked Per Week Per Clerk: 25-29

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Comes now Judge GEORGE F UDUC,

Justice Court Judge for MIDVALE,

and, except as specifically noted below, certifies as follows:

SECTION I

THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED. CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.

Please indicate **Yes or No** to each of the following:

1. All official court business is conducted in a public facility. YES

2. Court is open daily. YES

3. The hours of court operation are posted conspicuously. YES

4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. YES

5. The judge is compensated at a fixed rate, within the statutory range. YES

6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. YES

7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. YES

8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. YES

9. The responsible governmental entity provides the Court with:

   a. Sufficient prosecutorial support YES

   b. Funding for attorneys for indigent defendants, as appropriate YES

   c. Sufficient local law enforcement officers to attend court as provided by statute YES

   d. Security for the court as provided by statute YES

   e. Witness and juror fees YES

   f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials YES

10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. YES

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).

YES

12. All required reports and audits are filed as required by law or Rule of the Judicial Council.

YES

13. A record of all court proceedings is maintained by an appropriate digital recording system.

YES

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate **YES or NO** to each of the following:

1. A clerk is available each day to conduct court business, including hearings as required by the judge, for the number of hours required for the classification of the court. YES

2. Hours during which a clerk is available are posted on the court's website. YES

3. The judge is available to conduct court business as needed. YES

4. The judge performs all duties required and exercises ultimate responsibility for the administration of justice as an independent branch of government. YES

5. All court hearings are conducted in a designated courtroom, by remote transmission, or in another location authorized by the Presiding Judge. YES

6. Minimum furnishings in the courtroom include:

   a. Desk and chair for the judge YES

   b. A six-inch riser YES

   c. Desk and chair for the court clerk YES

   d. Chairs for witnesses YES

   e. Separate tables and appropriate chairs for plaintiffs and defendants YES

   f. A new Utah State flag that will be on display no later than March 9, 2024 YES

   g. A United States flag YES

   h. A separate area and chairs for at least four jurors YES

   i. A separate area with appropriate seating for the public YES

   j. An appropriate room for jury deliberations YES

   k. An appropriate area or room for victims and witnesses which is separate from the public YES

   l. A judicial robe YES

m. A gavel YES

p. Necessary forms and supplies YES

q. Office space for the judge YES

r. Office space for the court clerk YES

s. Secure filing cabinets YES

t. Appropriate office supplies YES

u. A cash register or secured cash box for each clerk performing cashiering duties YES

v. At least one computer with word processing software and internet access YES

w. Access to a scanner and copy machine YES

7. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration. YES

8. Does the applicant have a law enforcement department? ~~NO~~ YES

9. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: ALL PRO SERVICES (APS) CONTRACT SECURITY UNIFIED POLICE DEPT. (UPD)

10. A court security plan has been submitted for approval as required by Rule 3-414 of the Code of Judicial Administration. YES

11. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. YES

12. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis. YES

13. The appointment of the clerk(s) assigned to serve the court are subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion. YES

14. Court staff are current with all certification requirements required by the Board of Justice Court Judges from the month after starting with the court through September 30, 2023. YES

15. Any interlocal agreement relating to court operations shall be submitted to the Administrative Office of the Court with the city's application for recertification. YES

16. The court accepts credit and debit cards through a system that integrates with CORIS. YES

17. The court has access to UCJIS. YES

18. An audio recording system that complies with the description below maintains a digital recording of all court proceedings. YES

For Class I and Class II justice courts, the system must:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back-up and archive the recording and enable the record to be retrieved;
- Have at least four recording channels;
- Have a one-step "on" and "off" recording function;
- Have conference monitoring of recorded audio;
- Have external record archiving from the unit with local access; and
- Be capable of being integrated with the court's public address system.

For Class III and Class IV justice courts, the system must, at a minimum:

- Be a stand-alone unit that records and audibly plays back the recording;
- Index, back up and archive the recording and enable the record to be retrieved; and
- Have at least two recording channels.

19. If the court is a **Class I** court:

a. Judge is employed on a full-time basis YES

b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council YES

c. Court has a jury deliberation room YES

d. Judge's chambers, clerk's office, and courtroom are in the same building YES

e. Judge has his or her own private chambers YES

f. Clerk's office is separate from any other entity YES

g. Court is open during normal business hours YES

20. If the court is a **Class II** court:

a. Court is open (check one)

____ 201-300 average monthly filings: at least 4 hours/day
____ 301-400 average monthly filings: at least 5 hours/day
____ 401-500 average monthly filings: at least 6 hours/day

b. Trial calendar is set at least weekly ____

c. Courtroom configuration is permanent ____

d. Courtroom, judge's chambers, and clerk's office are within the same building ___

e. Judge has his or her own private chambers ____

21. If the court is a **Class III** court:

a. Trial calendar is set at least twice per month ____

b. Court is opened (check one):

____ 61-150 average monthly filings: at least 2 hours/day
____ 151-200 average monthly filings: at least 3 hours/day

22. If the court is a **Class IV** court:

a. Trial calendar is set at least monthly ____

b. Court is open at least 1 hour per day ____

23. **If you have responded with a "no" to any item in Section II above, you must request a waiver or extension below and justify that request.** If waiver or extension of any requirement is requested, please specify each requirement and indicate factors which demonstrate a need for the waiver or extension. For any requested extension, please include the requested extension period. (To receive a waiver or extension of any requirement, the information requested in this section must be provided. Remember that statutory requirements cannot be waived or extended).

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the city to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

DATED this 9TH day of NOVEMBER, 2023.

Justice Court Judge

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 6TH day of NOVEMBER, 2023.

Midvale City Attorney's Office
7505 S Holden Street
Midvale, UT 84047
801-567-7250
www.MidvaleCity.org

November 14, 2023

Midvale City Council
7505 S. Holden Street
Midvale, Utah 84047

RE: Requirements for the Operation of the Midvale City Justice Court and the Feasibility of Maintaining the Court

Dear City Council,

Justice courts must be recertified by the Utah Judicial Council every four years. The Midvale City Justice Court certification expires on January 31, 2024. In order to submit an application to recertify the Midvale City Justice Court and continue operations through January 31, 2028, I am required to advise you of all requirements for the operation of the Court and the feasibility of maintaining the Court.

Statutory Requirements
Statutes of the State of Utah require that certain standards be met in the operation of a justice court. These statutory requirements include:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (Section 78A-7-213).

2. Each court shall be open and judicial business shall be transacted every day as provided by law (Section 78A-7-213), although the judge is not required to be present during all hours that the court is open.

3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (Section 78A-7-213).

4. The judge and the clerk of the court shall attend the court at regularly scheduled times (Section 78A-7-213).

5. The entity operating the justice court shall provide and compensate a judge and clerical personnel to conduct the business of the court (Section 78A-7-206).

6. The entity operating a justice court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (Section 78A-7-205).

7. The entity operating a justice court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (Section 78A-7-103).

8. The entity operating the justice court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (Section 78A-7-103).

9. The entity operating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (Section 78A-7-103).

10. The entity operating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (Section 78A-7-103).

11. Witness and jury fees as required by law shall be paid by the entity which operates the court (Sections 10-7-76 and 17-50-319).

12. Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (Sections 78A-7-120 and 78A-7-121).

13. Every entity operating a court shall pay the judge of that court a fixed compensation, within the range provided by statute (Section 78A-7-206).

14. Court shall be held within the jurisdiction of the court, except as provided by law (Section 78A-7-212).

15. The entity operating the court shall provide and keep current for the court a copy of the Utah Code, the Utah Court Rules Annotated, the justice court manual published by the state court administrator, the county, city, or town ordinances as appropriate, and other legal reference materials as determined to be necessary by the judge (Section 78A-7-103).

16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council (Section 78A-7-215).

17. All justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (Section 78A-7-213).

Judicial Council Minimum Requirements
In addition to those requirements which are directly imposed by statute, the Judicial Council has established additional requirements for the creation and ongoing certification of justice courts, as follows:

1. A clerk shall be available for at least one hour each day that the court is required to be open and during court hearings, as required by the judge. These hours shall be posted on the court's website.

2. The judge shall be available to conduct court business as needed, performing all duties required and exercising ultimate responsibility for the administration of justice as an independent branch of government.

3. All court hearings shall be conducted in a designated courtroom, including remote transmission, as permitted by the Judicial Council, or in another location authorized by the Presiding Judge.

4. The minimum furnishings for a courtroom shall include: a desk and chair for the judge (on a riser at least six inches above the well), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses, which is separate from the public, as well as a judicial robe, a gavel, and necessary forms and supplies.

5. Office space for the judge and clerk shall be appropriate. (Under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed.) The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box for each clerk performing cashiering duties, a computer with word processing software, and access to a scanner and copy machine.

6. The court shall provide interpreters as required by Rule 3-306.04 of the Code of Judicial Administration.

7. The entity shall have at least one peace officer (which may be contracted).

8. A current court security plan shall be submitted for approval as required by Rule 3-414 of the Code of Judicial Administration.

9. Each court shall have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to the Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety.

10. Each court shall report required case disposition information to the DLD, BCI and the Administrative Office of the Courts electronically, as described in Section above.

11. Clerks' education hours shall be reported to the Administrative Office of the Courts on an annual basis.

12. The appointment of the clerk(s) assigned to serve the court shall be subject to the judge's approval, who may participate in the interview and personnel evaluation process for the clerk(s) at his or her discretion.

13. Court staff shall be certified as contemplated by Rule 3-303 of the Code of Judicial Administration.

14. Any interlocal agreement relating to court operations, as amended to date, shall be provided to the Justice Court Administrator.

15. The court shall accept credit and debit cards through a system that integrates with CORIS.

16. The court shall have access to UCJIS.

17. An audio recording system shall maintain a digital recording of all court proceedings (78A-7-103). For Class I justice courts, the system must:

    a. be a stand-alone unit that records and audibly plays back the recording;
    b. index, back-up and archive the recording and enable the record to be retrieved;
    c. have at least four recording channels;
    d. have a one step "on" and "off" recording function;
    e. have conference monitoring of recorded audio;
    f. have external record archiving from the unit with local access; and
    g. be capable of being integrated with the courts public address system.

Class I Operational Standards Minimum Requirements
In addition to the requirements established by statute and generally for every justice court, the Judicial Council has established the following minimum requirements for operational standards for Class I justice courts, as follows:

1. Filings: 501 or more citations or cases must be filed in the justice court per month.

2. Hours: The justice court must be open full-time. The judge must be employed on a full-time basis.

3. Facility: The justice court must provide a courtroom, juror deliberation room, judge's chambers, and clerk's office that are co-located in the same facility and meet the Master Plan Guidelines adopted by the Judicial Council.

4. Clerical Resources: The justice court must provide at least three full-time clerks.

5. Prosecution: The prosecutor must screen cases and represent the entity at trial.

6. Indigent Defense: The entity must provide adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.

7. Legal Resources: The entity must provide and keep current copies of the Utah Code, local ordinances, the Justice Court Manual, and other legal resources as required under Section 78A-7-103.

8. Law Enforcement: The entity must have at least one employed or contracted peace officer.

9. Bailiff: The entity must provide a sworn law enforcement office to attend court when required and provide security for the court.

10. Security Plan: A court security plan must be submitted for approval consistent with Rule 3-414 of the Code of Judicial Administration.

11. Jury/Witness Fees: The entity is responsible for payment of statutory juror and witness fees.

12. Education: The entity is responsible for cost of attendance at Judicial Council-mandated training (at least 30 hours per year for the judge and certification requirements for clerks).

13. Reporting: All reports and audits must be made and timely filed as provided by law or by rule of the Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically via the internet.

Opinion

Cindy Lopez, the Midvale City Court Administrator, and George Vo-Duc, the Midvale City Justice Court Judge, have provided a copy of the Court Certification Affidavit and Security Plan. I have reviewed these documents, the Application for Recertification of Existing Justice Courts, and Appendix B of the Code of Judicial Administration. To the best of my knowledge and based on the information provided to me, the Midvale City Justice Court reasonably meets all of the minimum requirements established by law and the Utah Judicial Council for recertification. In my opinion, it is feasible to maintain the Midvale City Justice Court.

Sincerely,

Garrett Wilcox
City Attorney

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

ITEM TYPE: Action

SUBJECT: Approval of Resolution No. 2023-R-47, Acknowledging Completion and Receipt of Annual Audit.

SUBMITTED BY: Mariah Hill, Administrative Services Director

CITIZENS AGENDA: The Council will consider approval of Resolution No. 2023-R-47, acknowledging completion and receipt of the annual audit.

SUMMARY:
An annual financial audit is required of all municipalities who have revenues or expenditures of $1,000,000 or more. The audit must be submitted to the State Auditor's Office by December 31 of the year. The independent auditor is responsible for reporting whether or not the governing body's financial statements are prepared in conformity with generally accepted accounting principles. This report will be presented by Marcus Arbuckle of Keddington & Christensen L.L.C. The report will be submitted to the State Auditor's Office in order to meet state mandated deadlines and will be available to the public. An electronic version of the Annual Comprehensive Financial Report will be sent to the Council. An electronic version of the Annual Comprehensive Financial Report will be posted on the City's website shortly after acceptance by the Council. As required in Utah Code section 10-6-152, notice will be given to the public that the audit has been completed and is available for inspection.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
See Annual Comprehensive Financial Report for fiscal year 2023 performance.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approval.

Recommended motion:
I move we approve Resolution 2023-R-47, acknowledging completion of the fiscal year 2023 audit and direct that notice be published pursuant to section 10-6-152 of the Utah Code.

Attachments:
Resolution 2023-R-47

MIDVALE CITY CORPORATION
RESOLUTION 2023-R-47

A RESOLUTION ACKNOWLEDGING COMPLETION AND RECEIPT OF ANNUAL AUDIT.

Whereas, pursuant to section 10-6-151 of the Utah Code, Midvale City is required to have an independent audit in conformity with Title 51, Chapter 2a, Accounting Reports from Political Subdivisions, Interlocal Organizations, and Other Local Entities Act; and

Whereas, pursuant to section 10-6-152 of the Utah Code, within ten (10) days following receipt of the independent audit, the City is required to publish notice advising the public that the audit is complete and available for inspection; and

Whereas, the City retained Keddington & Christensen L.L.C., to do an independent audit of the City's accounts for fiscal year 2022-2023; and

Whereas, Keddington & Christensen L.L.C. has completed the independent audit of the City's accounts for fiscal year 2022-2023; and

Whereas, Keddington & Christensen L.L.C., has presented the independent audit to the Mayor and Midvale City Council; and

Whereas, the Midvale City Council wants to acknowledge receipt of the completed audit and order that notice be published pursuant to section 10-6-152 of the Utah Code.

Now therefore be it resolved, by the Midvale City Council as follows:

It hereby acknowledges that the independent audit of the City's accounts for fiscal year 2022-2023 has been completed by Keddington & Christensen L.L.C., and submitted to the Midvale City Council. As required by section 10-6-152 of the Utah Code, the City Recorder is directed to publish notice, advising the public that the independent audit is complete and available for inspection.

This resolution shall become effective immediately upon passage thereof.

Passed and adopted by the City Council of Midvale City, State of Utah, this 6th day of December, 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council:	**"Aye"**	**"Nay"**
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

MIDVALE CITY COUNCIL
SUMMARY REPORT

December 6, 2023

SUMMARY REPORT

SUBJECT: Discussion to consider approving **RESOLUTION NO. R-2023-48** regarding the Development of a Stormwater Master Plan.

SUBMITTED BY:
Jerimie Thorne, Deputy Director of Public Works

CITIZENS AGENDA SUMMARY:
Midvale City staff solicited professional engineering firms to submit proposals for creating a plan to improve the City's stormwater system and is seeking approval from Council. The plan aims to upgrade the old infrastructure, prevent flooding during moderate rainfall, reduce pollution, meet legal requirements, and accommodate future development.

SUMMARY:
City staff solicited Requests for Proposals (RFP) from qualified engineering firms for the development of Midvale City's first Stormwater Master Plan. The objective of the plan is to enhance the aging stormwater infrastructure, address flooding issues during moderate rainfall, minimize pollution discharge, and comply with regulatory mandates while accommodating future development.

In coordination with the City's procurement officer, a selection committee was created to review and rate the proposals based on the following rating criteria:

- Project Experience – 30%
- Project Team Experience – 20%
- Project Understanding and Approach – 20%
- Pricing – 30%

The selection committee included the following City staff:

- Procurement Officer
- Public Works Director
- Public Works Deputy Director
- City Engineer
- Public Works Streets and Stormwater Manager

The City received proposals from the following companies:

- Bowen Collins & Associates
- Hansen, Allen & Luce, Inc. (HAL)

The selection committee conducted Independent proposal reviews on the first three review criteria. The Cost/pricing was provided and scored separately after the independent reviews were completed.
Compiled Results (before cost inclusion)

1. Hansen, Allen & Luce 342.5
2. Bowen Collins & Associates 232.5

After the price was inserted into the formula, the ratings are as follows:

1. Hansen, Allen & Luce 477.45
2. Bowen Collins & Associates 382.50

Hansen, Allen & Luce were ranked first before and after pricing insertion, and the committee felt their understanding and detailed approach to meeting the scope of work requirements was significantly better.

SCOPE OF WORK:
The Consultant will complete the following objectives as outlined in the RFP:

A. Conduct a comprehensive assessment of the current stormwater system, including identifying drainage basins and system components such as pipes, ditches, swales, outfalls, ponds, rivers, creeks, canals, etc.
B. Utilize hydraulic modeling to identify potential problems and areas for improvement in the stormwater system.
C. Identify and create plans to eliminate shared (private irrigation/stormwater) systems within the City.
D. Collaborate with City staff and incorporate their input throughout the planning process.
E. Define goals and objectives for the Stormwater Master Plan, adhering to industry standards and relevant federal, state, and local laws and permits.
F. Outline specific projects and programs to address current system constraints and issues related to stormwater management.
G. Establish a timeline for implementing the identified projects and programs based on industry standards and available resources.
H. Develop cost estimates for each project and program identified in the Stormwater Master Plan.
I. Review the City's Storm Water Management Plan and stormwater ordinance, suggesting improvements to enhance compliance with the UPDES permit requirements.
J. Develop a strategy for monitoring, evaluating, and maintaining the stormwater system.
K. Present the completed Stormwater Master Plan to the Midvale City Council for approval and adoption.

FISCAL IMPACT:
The development of the Stormwater Master Plan will incur one-time costs of **$96,700.00,** as listed in the agreement.

STAFF RECOMMENDATION:
Based on the evaluation of proposals received and the qualifications of Hansen, Alan & Luce, City staff recommends approving **Resolution No. 2023-R-48** authorizing the Mayor to enter into an agreement with the firm to develop the Stormwater Master Plan.

RECOMMENDED MOTION:
I move that we adopt Resolution No. 2023-R-48, approving the Mayor to sign and enter into an agreement with Hansen, Allen & Luce Inc. to provide a Stormwater Master Plan for Midvale City.

ATTACHMENTS:
Resolution, Agreement with HAL, RFP

MIDVALE CITY, UTAH

RESOLUTION NO. 2023-R-48

A RESOLUTION APPROVING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HANSEN, ALAN & LUCE INC. FOR THE DEVELOPMENT OF A STORMWATER MASTER PLAN

WHEREAS, Midvale City ("Midvale," "City") has identified the need for a Stormwater Master Plan due to its aging stormwater infrastructure; and

WHEREAS, the City aims to enhance its stormwater system by conducting a comprehensive assessment, identifying problematic areas, and prioritizing system upgrades to address flooding issues, minimize pollution discharge, and comply with regulatory mandates while accommodating future development; and

WHEREAS, Midvale City has solicited Requests for Proposals (RFP) from qualified engineering firms for the development of its Stormwater Master Plan; and

WHEREAS, Hansen, Alan & Luce has been selected as the successful bidder ("Consultant") through the RFP process based on their expertise, qualifications, and proposed scope of work; and

WHEREAS, the Consultant will complete all objectives outlined in the Request for Proposals (RFP) for the development of the Stormwater Master Plan.

NOW THEREFORE BE IT RESOLVED, that based on the preceding, the Midvale City Council approves this resolution, authorizing the Mayor to enter into an agreement with Hansen, Alan & Luce to develop a Stormwater Master Plan. The agreement shall encompass the scope of work outlined in the RFP and include necessary provisions to ensure the timely completion and delivery of the Stormwater Master Plan for review and consideration by the Midvale City Council.

APPROVED AND ADOPTED this 6th day of December, 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

Stormwater Master Plan Agreement

This Agreement to develop a Stormwater Master Plan for Midvale City ("City") is executed on _____, 2023, by Midvale City, a Utah municipal corporation and a political subdivision of Utah, and Hansen, Allen & Luce (HAL), a Professional Engineering Services firm ("Contractor").

Background

Midvale City is seeking a company to provide a Stormwater Master Plan by providing an assessment of the City's current stormwater system, identify areas for improvement and potential problems, develop goals and objectives for the Stormwater Master Plan and outline specific projects and programs to address current system constraints and problems.

On August 28, 2023, Midvale issued Request for Proposal # MID23-124 for qualified bidders to develop a Stormwater Master Plan.

Contractor represented to the City that it is qualified to provide an assessment of the City's current stormwater system and develop a Stormwater Master Plan and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. Scope of Services.

Contractor will provide the following services in accordance with industry standards, applicable laws, and the approach in Contractor's submitted proposal (attached as Exhibit A) and the following requirements ("Services"):

A. Stormwater Model. The Contractor completes the following tasks:

i. Develop Stormwater Model

Objective: Prepare an updated storm drain model.

Input:
- HAL proposal.
- Previous studies and models
- Aerial photographs, contours, and mapping provided by the City.
- Digital data for assigning hydrologic parameters.
- Input from City staff.

• Storm drain facility inventory (GIS), including elevations.

Activities:

a. Meet with City staff to review project objectives and obtain available drainage studies, standards, and GIS data.

b. Compile all available existing storm drainage facility information into project GIS database and identify data gaps and needs.

c. Review available drainage and flood studies and City standards and prepare a summary of the pertinent information available in each document along with available CAD and GIS Data.

d. Meet with City staff to review the existing facilities inventory and to assess adequacy for master planning purposes. Review locations of known irrigation conveyances that the City would like to stop relying on.

e. Discuss data gaps and identify necessary inventory to fill gaps, which will be addressed on a case-by-case basis with Contractor and City staff.

f. Discuss priority areas. Review drainage design criteria including the MS4 permit requirements. AutoCAD's Storm and Sanitary Analysis software will be used for the model.

g. Delineate subbasins for the entire City. It is assumed that subbasin delineations will typically be between 10-30 acres in size.

h. Prepare storm drainage model in AutoCAD's Storm and Sanitary Analysis. Estimate hydrologic characteristics for each subbasin for existing conditions. Parameters include area, percent directly connected impervious area, unconnected impervious area, soil type, vegetation cover type and density, typical grass and paved overland flow lengths and slopes, and routing data (length, slope, conveyance shape, and roughness). Utilize existing storm drainage conveyance network provided by the City.

i. Select and define storm distribution, duration, and frequency to be used in the model. Input storm parameters for the model, including rainfall hydrographs, detention facilities and model scenarios. The 10-year storm will be used to assess the minor storm system (pipes, inlets, etc.) condition and the 100-year (detention) to assess the major storm facilities.

j. Define future build-out conditions based on the current Official Zoning Map.

k. Make model runs using existing and future scenarios to determine existing and future system deficiencies that may include insufficient pipe

conveyance capacity, pipe sedimentation due to low velocities, and insufficient detention basin capacity or maintenance issues. Additional deficiencies will be defined by the City based on known flooding and maintenance problems as well as any known water quality deficiencies.

l. Prepare deficiency definition tables including problem ID, location, description, and general cause.

m. Contractor will meet with the City to discuss the model results and deficiency lists and compare known issues with model-identified problems. This discussion will allow for making model adjustments to "calibrate" model parameters to reflect the realities City personnel are seeing in the system.

n. Update the model parameters according to the input from the model meeting with the City.

Output:
• AutoCAD Storm and Sanitary Analysis model including project files containing all model scenarios used to develop the master plan.
• List of deficiencies for existing and future scenarios.

ii. Stormwater Master Plan

Objective: Document the methodology used to develop the storm drain model and identify existing and future deficiencies with an accompanying Capital Improvement Plan to address the deficiencies.

Input:
• Output from Stormwater Model.

Activities:

a. Prepare draft Capital Improvements Plan. Prepare alternatives for complex deficiencies along with conceptual cost estimates for comparison of alternatives.

b. Review and comment on current drainage standards and provide recommendations for changes.

c. Review and comment on the City's existing Storm Drainage Management Plan and existing water quality standards that are intended to meet MS4 standards and provide recommendations for changes.

d. Contractor and the City will meet to discuss proposed improvements to address deficiencies and review alternatives for complex issues. City input will be used to select preferred alternatives and receive comments on

proposed improvements. Discuss criteria for how to prioritize the projects in the Capital Improvements Plan as well as a rough project schedule.

e. Refine the Capital Improvements Plan based on City input received in the review meeting, including preferred alternatives, projects and priorities. Develop cost estimates for each project listed in the Plan.

f. Prepare master plan report including an introduction, description of the existing storm drain system and anticipated future development, City Storm Drainage Criteria, methodology, storm drainage analysis including deficiency descriptions, and a presentation and discussion of the Capital Improvement Plan. The CIP will include master plan level cost estimates for each project. A section of the master plan report will also discuss funding sources that Contractor is aware of. Supporting information will be organized in Appendices.

g. Prepare GIS figures for inclusion in the master plan report.

h. Research and provide general information regarding monitoring and evaluation programs that could be incorporated into the Midvale stormwater system.

i. Submit draft PDF of the master plan document to the City for review.

j. Finalize the master plan report based on comments from the City. Provide to the City in PDF format.

Output:
• Complete Master Plan Report in PDF format.

iii. ASSUMPTIONS

As part of this Scope of Work, the following assumptions were made. If circumstances arise that cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

a. Inventory work is not included in the scope, budget or schedule of this project. It is assumed that the City will provide a complete GIS inventory (including pipes, detentions, ditches, sumps, land drains, manholes and inlets with accompanying size and elevation data) of the system at the kickoff meeting.

b. Assumptions regarding any known irrigation flows to be included in the model will be provided by the City.

c. 100-year surface flows and potential flooding will not be modeled explicitly. Only detention facilities will be evaluated for 100-year volumes.

d. It is assumed no 2-dimensional surface flow modeling will be required as part of the master planning effort. General guidance concerning conveyance of surface flows in the streets will be provided. If more detailed analysis for specific surface flooding problem areas is desired, Contractor will provide a separate scope and budget for more detailed surface flow analysis as needed.

e. Private detentions will not specifically be modeled. If the City desires, private detentions can be accounted for with regional unit detentions or can be ignored to be more protective.

B. Minimum Plan Requirements. Contractor must include the following elements in the Stormwater Master Plan and present the completed plan to the Midvale City Council for approval and adoption:

i. **Executive Summary:** An overview of the plan's main objectives, key findings, and recommended actions.

ii. **Introduction:** An outline of the scope and purpose of the plan, including an overview of the existing stormwater management system.

iii. **Existing Conditions:** Description of the City's current stormwater infrastructure and identify current problem areas.

iv. **Goals and Objectives:** Outline of the goals and objectives of the stormwater management program, including strategies to address water quality, flood protection, and other issues.

v. **Design Criteria and Standards:** Detailed design criteria and standards for stormwater management practices, including site design, conveyance systems, and treatment practices.

vi. **City Ordinance and UPDES Permit:** Describe City's current Storm Water Management Plan, storm water ordinance, and UPDES permit requirements. Provide detailed suggestions for improvement and compliance with UPDES permit requirements.

vii. **Project List:** A comprehensive list of prioritized projects needed to execute the plan and estimated costs for each project.

viii. **Funding and Implementation:** Identification of potential funding sources for implementing the Stormwater Master Plan, including grants, taxes, and other revenue sources. Outline a detailed timeline and implementation plan for the recommended actions.

ix. **Monitoring and Evaluation:** Details for a monitoring and evaluation program to track the Stormwater Master Plan's effectiveness and identify improvement areas.

x. **Appendices:** Technical information, maps, and other supplementary materials to support the stormwater management program.

C. Field Work and GIS Work.

i. **Necessity.** In order to complete the Services under Subsections 1(A)-(B), additional field work and GIS work may be required. In the event that Contractor identifies field work or GIS work necessary to complete Services under Subsection 1(A)-(B), the Contractor will notify the City of the needed work, an brief explanation of why it is required to complete the Services under Subsection 1(A)-(B), and an estimate of its costs to perform said work.

ii. **Midvale Option.** Midvale, at its sole discretion, may complete the field or GIS work itself, have the Contractor complete the work, or hire another individual or entity to complete the work. The Contractor is not guaranteed any work under Subsection 1(C) of this Agreement.

iii. **Task Order.** If Midvale decides to have the Contractor complete the required field or GIS work, the Contractor will provide Midvale with a written task order including, at a minimum, a scope of work to be performed, an estimated cost, and a schedule. The task order will be subject to the terms of this Agreement. Both Parties must execute the task order prior to any work being performed by the Contractor. The Contractor may not exceed the estimated cost of any task order without the City's prior written approval.

2. Term. The Agreement will take effect on the date listed at the beginning of the Agreement and will terminate when the City Council has approved the Stormwater Master Plan, and the City has accepted and received copies of all the deliverables. According to the schedule provided by the Contractor, the plan will be delivered by July 31, 2024. This Agreement may not be automatically renewed.

3. Compensation.

A. Stormwater Master Plan. Midvale agrees to pay the Contractor a not-to-exceed fee of $96,700.00 for Services under Subsections 1(A)-(B).

B. Field Work and GIS Work. Midvale agrees to pay the Contractor on an hourly basis for Services under Subsection 1(C). Field inventory work and inventory post-processing in GIS will be billed at $75/hr. Inventory related management services will be billed at $155/hr.

4. Payment.

A. Invoices. Contractor must submit invoices for payment to Midvale monthly. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, and the total extended dollar amount.

B. Payment. Midvale will issue payments to Contractor for any uncontested charges, within 30 days after receipt of invoices. Midvale will pay for any approved Services billed at an hourly rate under Subsection 1(C) and up to $72,525.00 for any Services under Subsections 1(A)-(B). The final $24,175.00 shall be paid to Contractor only after the Stormwater Master Plan has been approved by the City Council and a final invoice received. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

5. Non-appropriation of Funds or Changes in Law. Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
B. a change in available funds affects the City's ability to pay under this Agreement; or
C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

6. Standard of Care. The Contractor represents that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions. Contractor further represents that, to the best of its professional ability, all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements.

7. Indemnification.

A. Contractor. Contractor agrees to indemnify and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) caused by or resulting from Contractor's breach of contract, negligence, recklessness, intentional misconduct, or Contractor's subcontractor's negligence.

B. **Midvale.** Midvale agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, claims, and expenses (including legal and attorneys' fees and costs) arising from the City's negligence or willful misconduct.

C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. **Government Immunity.** Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

A. Suspend the Contractor's performance under this Agreement until the default is corrected;
B. Withhold payment until the default is corrected;
C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. **Termination.**

A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice to the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in this Section.

B. **Convenience.** This Agreement may be terminated for convenience by the City by providing 30 days written notice to the Contractor.

C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the City is limited to full

payment for all services approved and properly performed and completed prior to the effective date of the written notice.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

A. Good faith negotiations between the Parties;
B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. The Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the City. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

14. Insurance. Contractor must always during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

i. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

ii. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate. Coverage should include any auto including, but not limited to, owned, hired, borrowed, or not owned.

iii. **Professional Liability/Errors and Omissions.** The Contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.

iv. **Workers Compensation.**
The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. **Proof of Insurance.** The Contractor must provide a copy of an insurance policy that meets the requirements of this Section to Midvale upon execution of the Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

D. **Additional Insured.** The Contractor must add Midvale as an additional insured to all its insurance policies under this Agreement except for its Workers Compensation and Professional Liability policies.

E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. **Material Breach.** The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement and seek any other appropriate remedies.

15. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. § 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

16. **Government Records Access and Management Act.** Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the City with any public records request. This obligation will survive any suspension or termination this Agreement.

17. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to Midvale because of Contractor's failure to timely perform the services required under this Agreement.

18. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war that is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

19. **Conflicts of Interest.**

A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.

B. **Gift.** The Contractor represents and warrants that it has not provided any compensation or gift in any form, over the amount legally allowed by state or City ordinance, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

20. **Notice.** Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City	*Contractor*
Midvale City	Hansen, Allen & Luce (HAL)

Attn: Contract Analyst	Attn: Marv Allen, MS, PE
7505 S. Holden Street	859 W. South Jordan Pkwy. Ste. 200
Midvale, UT 84047	South Jordan, Utah 84095

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

21. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

22. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The agreement between Contractor and any subcontractor must make the subcontractor subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The City will accept invoices from only the Contractor and will make payments to only the Contractor for Services.

23. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.

24. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

25. **Ownership of Intellectual Property.** Midvale and the Contractor each recognize that each has no right, title, proprietary or otherwise to the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the City. The Contractor will not be held liable for damages for any modifications or reuse of its work for anything other than its intended purpose without prior written consent.

26. **Amendments/Modifications.** This Agreement may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

27. **Wavier.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not

constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.

28. **Severability.** If any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

29. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.

30. **Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.

31. **No Boycott.** Pursuant to Utah Code § 63G-27-201, Contractor is required to certify that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor agrees not to engage in a boycott of the State of Israel for the duration of the Agreement. Contractor agrees to notify the City in writing if it begins engaging in an economic boycott, which may be grounds for termination of the Agreement. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

32. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Signature Page to Follow

Midvale City and Contractor have read and understand the terms of this Stormwater Master Plan Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY:

_____

Marcus Stevenson, Mayor Date

ATTEST:

_____

Rori L. Andreason, City Recorder Date

HANSEN, ALLEN & LUCE:

_____

Marv Allen, M.S., P.E., Principal Date

EXHIBIT A

HANSEN ALLEN & LUCE inc
ENGINEERS

PROPOSAL to provide
ENGINEERING SERVICES for
STORMWATER MASTER PLAN
Submitted to:
MIDVALE CITY
September 18, 2023

ENGINEERING EXCELLENCE SINCE 1974

HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy – Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.hansenallenluce.com

September 18, 2023

Midvale City
Procurement
7505 South Holden Street
Midvale, Utah 84047
Submitted via upload to U3P

RE: Stormwater Master Plan

As with nearly every community throughout Utah, Midvale City has experienced significant residential and commercial growth in only a few short years. The City recently identified the need to prepare a Stormwater Master Plan to help provide future services to new residents and businesses while also maintaining the current level of service. Hansen, Allen & Luce (HAL) is well prepared to assist the City in preparing its first stormwater master plan.

Working with our highly qualified master planning team Midvale City will experience:

- **A focused and dedicated project manager, Kayson Shurtz, PE.** Kayson has focused much of his career on stormwater modeling and drainage master planning. He will bring insight into potential flood areas within the City and MS4 permitting requirements.
- **A team of experts.** HAL has completed dozens of master plans and updates to master plans for cities throughout Utah and specifically the Salt Lake Valley. We understand the end goal and use of a master plan. HAL is a recognized expert firm for stormwater modeling and master planning.
    - Our team includes an experienced principal in charge and project manager, accomplished support engineers and seasoned technical advisors.
- **Staff availability and flexible, responsive service**. Our HAL South Jordan office will provide all of the expertise necessary to prepare the master plan successfully. HAL's team is deep with qualified lead and support engineers in all positions; with our deep team we are prepared to help the City meets its goals and project requirements.
- **Exceptional client service.** When we commit to doing something, you can depend on us do it on schedule and within budget. Honesty, trustworthiness, and integrity are core values that we employ in every project. We mold our processes, project management approach, and communication styles to meet your needs and preferences.
- **Competent project understanding and history with Midvale City:** HAL has successfully assisted the City with a variety of projects involving the City's water system. HAL has assisted the City with projects including pipeline designs, source protection, well design, rehabilitation, tanks, and pump stations.
    - Our long relationship with the City and proven ability to understand the City's needs, coupled with the recent stormwater master plans we have completed for the adjacent cities of Murray, Sandy, West Jordan and Salt Lake County – ***will ensure that this Stormwater Master Plan is done correctly the first time.***
    - We work with a variety of modeling software packages to perform calculations and assess flowrates. We will make recommendations that are in the City's best interest and budget now and into the future.

We look forward to discussing your master planning needs and welcome the opportunity to meet with you to answer questions and to discuss specific project goals, issues, schedules and budgets.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

Marv Allen, M.S., P.E., Principal

Midvale City can count on HAL to prepare a comprehensive Stormwater Master Plan, assess the current capability and capacity of the City's stormwater system and identify future capital improvement projects.

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FIRM BACKGROUND AND PROJECT TEAM EXPERIENCE

HANSEN, ALLEN & LUCE (HAL)

859 W. South Jordan Pkwy. Ste. 200
South Jordan, Utah 84095
801.566.5599 | www.halengineers.com

Tyler Allen, PhD, PE
Chief Operating Officer | tallen@halengineers.com

Marv Allen, MS, PE
Principal | mallen@halengineers.com

Established in 1974, Hansen, Allen & Luce, Inc. (HAL) has been serving the needs of the water community for nearly 50 years. During that time HAL has worked for over 500 clients on thousands of water projects. We appreciate the long-term relationships we have established in government and industry throughout the region.

HAL specializes in stormwater, drinking water, wastewater, and irrigation water projects. By choice, over 85 percent of our work is for public or quasi-public clients including cities; water, sewer, and stormwater special districts; county and state agencies; and irrigation companies. Our entire history has been dedicated to meeting the specialized needs of our many repeat water clients.

We maintain a highly educated technical staff of B.S., M.S., M.Eng., and Ph.D. graduates who specialize in water resources. Our team consists primarily of licensed professional engineers, many of whom have additional credentials in project management or public administration.

Our office is located 5 miles from the Midvale City offices. Hansen, Allen & Luce, Inc. is a Utah corporation with headquarters in South Jordan, Utah. HAL has over 75 employees, with 35 Professional Engineers on staff, all licensed to practice in Utah.

DETAILED EXPERIENCE IN PROVIDING PROFESSIONAL ENGINEERING SERVICES IN THE FOLLOWING AREAS:

Stormwater master planning for municipalities in Utah and the Salt Lake Valley

HAL has completed thousands of studies, designs, master plans, and other projects for a variety of clients throughout the Intermountain West. HAL is a highly qualified engineering firm that has specific expertise in the stormwater master planning arena. We routinely help many of our clients solve drainage problems that range from very complex to routine. Our deep bench of professionals will be responsive to the City's needs and help develop a master plan that fits Midvale City's vision and addresses drainage concerns appropriately. Our stormwater master planning efforts over the years cover almost the entirety of Salt Lake County and it's mountain watersheds.

Assessing drainage problems, conceptualizing solutions, and providing cost estimates for construction and maintenance

HAL has provided ongoing assistance with drainage analyses and determining solutions for drainage issues that range from common to complex. We utilize hydrologic and hydraulic modeling tools to help assess the issues and determine the effectiveness of the proposed solutions. We have personnel that specialize in modeling and others that specialize in design. This helps us in providing accurate cost estimates so the City can adequately plan and budget for their needs. Maintenance is always at the forefront of our designer's minds so that our designs will not become your crew's next nightmare. We also have great relationships with many local municipalities and can easily get feedback, ideas, or typical costs for maintenance-related issues.

Surveying practices, such as topographic surveys, data collection for storm sewers, and preparation of utility easement documents

HAL brings specific experience in performing all aspects of survey project work including ALTA/ACSM land title surveys, deeded easement and easement procurement, establishing property title, documentation, Record of Surveys, annexation and withdrawal plats, legal descriptions, utility inventory and exhibits.

HAL has worked with numerous municipalities and districts in Utah to provide survey services for their water, storm and sanitary sewer system projects on an on-going basis.

Specialized experience includes overseeing all aspects of surveying and performing required field work. These range from establishing the initial control, design topo collection, data collection for volume control, elevation certifications, setting monuments, locating buried infrastructure, locating and surveying encroachments, topographical surveys, property research, confirming property, boundary tracement, easement boundaries, aerial photography control, and, writing of easements, and ALTA surveys, through final construction.

Developing stormwater management codes and ordinances for future development, including storage, routing, and water quality requirements

HAL has completed many master plan efforts (as listed in our experience table below). Most of those efforts have included assistance with stormwater management and ordinances to help guide future development, including storage, routing and water quality requirements. Water quality improvements focus on low impact development design standards that HAL has helped develop for many cities across the Wasatch Front. It is important that these strategies fit with the local environmental and social constraints. We have guided some of the largest City's in the State with these specific issues and our experience provides added value.

Developing detailed design criteria and standards for stormwater management practices, including site design, conveyance systems, and treatment practices

HAL has worked closely with several local municipalities to understand their specific goals and develop drainage criteria manuals that address their needs. We have found that it works best when we do the homework so that you have all the best information available to make the best decisions for your City. Our experience in this area will really shine as we help you understand the benefits and drawbacks of what various decisions will mean for your City and its stormwater system.

Hydrologic and hydraulic analysis of existing storm sewer systems, waterways, and watershed areas and application for future development scenarios.

At the heart of a valuable stormwater master plan are carefully developed hydraulic and hydrologic models that will compute anticipated flowrates and determine how the water moves through the system. The modeling provides critical information to identify existing deficiencies and plan appropriately for future development.

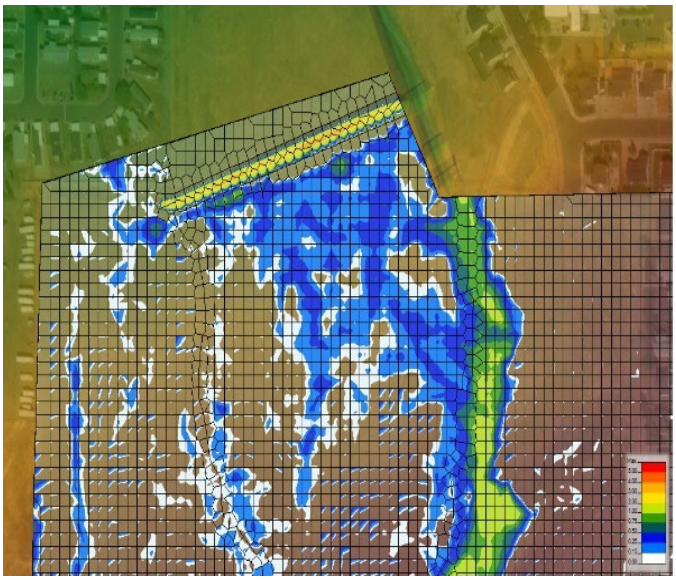
A Capital Improvement Plan/Capital Facilities Plan will be generated as part of this Stormwater Master Plan. Having a plan to address existing deficiencies, how to identify stormwater/drainage needs for future development, and complying with the requirements of the City's MS4 permit will allow the City to effectively improve stormwater management. Identifying a plan for existing deficiencies is the first step in effectively reducing flood risk within the City. Improvement projects can then be included in the City's budget and completed as quickly and as efficiently as possible.

When a clear vision and direction is given to developers, we believe that future deficiencies and stormwater/drainage issues can be avoided.

HAL has prepared more than one hundred master plans and has a proven recipe for presenting recommendations in a clear and concise manner.

Our recipe for modeling success includes the following:

- Modeling expertise that identifies real deficiencies and their impact on the system.
- Clear and easy to follow maps that include an ID and location for each identified deficiency.
- Tables that include deficiency IDs and a short description of how each deficiency will be resolved.
- Master planning cost estimates that allow the City to budget for and address the issues at hand.
- GIS files that include critical information for future use by the City.
- Guidance for future development.



This Stormwater Master Plan will serve as an invaluable guide to City officials in planning and decision-making responsibilities. The Stormwater Master Plan will also serve as a guide in responding to inquiries associated with new development. The Capital Facilities Plan included in the Stormwater Master Plan will enable the City to plan and budget for capital improvements over the next 10 years.

Stormwater infrastructure maintenance projects and asset management programs

Over the course of many years HAL has encountered a multitude of stormwater infrastructure issues that Cities have asked for our help to resolve. We will extend our vast knowledge of lessons learned from other situations to you. We have assessed many systems and provided information for City's on how they might manage their assets as their infrastructure ages. When it comes to long-term planning the old adage is true, "If you fail to plan… you plan to fail". We will help you to succeed by developing a realistic plan that will set you up well for the future. HAL has worked closely with various clients to both establish and contribute to asset management programs, including infrastructure "criticality" assessments for Salt Lake City.

UPDES permit compliance programs

HAL knows the ins and outs of UPDES program and what is required. We have assisted multiple Cities with identification of areas that are best situated for Low Impact Development (LID) and how a City can balance managing stormwater runoff while maintaining water quality. We have worked together with cities to produce LID manuals that City's use to provide guidance to developers about how to design with UPDES compliance in mind.

The Stormwater Master Plan for Midvale City, prepared by HAL, will provide a well thought out report that will enable the City to adequately plan and budget for future facility improvements.

Communication with the City – is Key to a Quality Project

HAL puts significant emphasis on empowering our clients to remain in control of their project. We refer to this as ***"Keeping the client in the driver's seat."*** This is realized primarily by adapting a principle taught by the founder of the firm, Dr. Vaughn E. Hansen, who encouraged all employees to continually think of the needs of the client and to ask ourselves and the client, ***"How can we help?"***

We employ a number of client communication techniques, including holding regular project coordination meetings with the client, preparing a Memorandum of Understanding after significant project coordination meetings, making regular phone calls or sending frequent emails to the client, and implementing a project status-based invoicing.

HAL PROJECT EXPERIENCE, CAPABILITIES AND EXPERTISE

HAL has extensive master planning and hydraulic modeling experience for stormwater systems. The proposed HAL project team has prepared stormwater models for more than 20 municipalities in Utah. The table below is a partial list of stormwater system master plans and models completed by HAL in the last twenty years.

HAL –STORMWATER MASTER PLANNING AND MODELING EXPERIENCE			
CLIENT	**POPULATION**	**PROJECT**	**YEAR**
Blanding City	3,400	Stormwater Master Plan and Update	2007, 2017
Draper City	47,000	Stormwater Master Plan and Utility Creation	2002, 2012
Highland City	18,000	Stormwater Master Plan	2006
Moab City	5,200	Stormwater Master Plan	2017
Murray City	49,000	Stormwater Master Plan Update	2011, 2021
Price City	8,400	Stormwater Master Plan	2009
Provo City	116,000	Stormwater Master Plan Hydrology Review	2017
Riverton City	42,000	Foothills Storm Drain Master Plan Update	2010
Riverton City	26,000	Stormwater Master Plan West of Bangerter Hwy Amendment	2004
Riverton City	26,000	Stormwater Master Plan West of Bangerter Hwy	2001
Salem City	8,300	Stormwater Master Plan	2022
Salt Lake City	197,178	Stormwater Master Plan Phase 1 and Phase 2	2019-2021
Salt Lake County	1,137,820	Northeast Canal and Creek Study	2022
Salt Lake County	1,137,820	Eastside Canal and Creek Study	Ongoing
Sandy City	95,600	Comprehensive Stormwater Master Plan	2021
Sandy City	93,100	Stormwater Master Plan Update	2016
Sandy City	95,000	Storm Drainage Model	2013
South Salt Lake City	24,000	Stormwater Master Plan Update	2017
Springville City	33,000	Stormwater Master Plan	2006, 2023
Tooele City	33,000	Stormwater Master Plan	2000
Weber County	243,000	Stormwater Master Plan	2015
West Jordan City	113,000	Stormwater Master Plan	2016, 2023

HAL selected example master plans that represent neighboring communities that either have direct connection to Midvale City or are in proximity with relevant hydrologic characteristics. Sandy City is of particular interest because it has several discharge points that directly affect Midvale City's stormwater system. Having consistency between upstream models and the model that will be developed for Midvale will be helpful to establish the legitimacy of the master plan. Additionally, HAL is actively working on the Salt Lake County East Side Canal and Creek Study, which includes major portions of Midvale City. The example master plans provided in the Appendix also include guidance documents for Low Impact Development as well as MS4 compliance.

The following Stormwater Master Plans completed by HAL are provided in the Appendix, see below for brief descriptions.

1. SANDY CITY 2022 COMPREHENSIVE STORMWATER MANAGEMENT PLAN

Tyler Shelley, PE | Chief Engineer | 801.568.7285 | tshelley@sandy.utah.gov
HAL Project Team | Greg Poole, Kayson Shurtz, Dan Jones

HAL completed the Sandy City comprehensive update to the City's stormwater system in 2022. Sandy City's previous stormwater master plan update and rate study was completed in February 2009. In 2014, HAL updated the storm drain model and began a stormwater master plan update in 2016. However, after some work to update drainage basin boundaries and characteristics, it was decided to postpone the completion of the Stormwater Master Plan Update due to a lack of inventory data.

In 2020 HAL began working with the City to develop a Comprehensive Stormwater Management Plan (CSWMP) that will be completed in two phases. The scope of completed Phase 1 included developing hydrologic, hydraulic, and water quality design criteria to be incorporated into the City's development standards/requirements and into the CSWMP. HAL also assisted with regulatory requirements and Municipal Separate Storm Sewer System (MS4) requirements and water resource management strategies to help the City protect structures from flooding, improve water quality, and prepare for future Total Maximum Daily Load (TMDL) requirements.

HAL reviewed existing City ordinances and development standards and gave recommendations to revise/update City ordinances, City code, and development standards to promote and comply with current and future stormwater requirements. Phase 2 kicked off in July 2021 with a scope that includes an update to the stormwater model, identification of storm drainage system deficiencies, and development of a Stormwater Capital Improvement Plan.

Benefit to the City: HAL provided updates to design criteria, City ordinances, code, and standards that will provide clear direction for City staff, developers, and engineers. This will help provide consistency and ease of design and

review of development/capital projects and guide development/implementation of Phase 2. A city-wide stormwater model and associated Capital Improvement Plan produced in Phase 2 directs City infrastructure planning and development.

2. MURRAY CITY 2021 STORMWATER MASTER PLAN UPDATE

Trae Stokes | Project Manager | 801.270.2440 | tstokes@midvale.gov
HAL Project Team | Greg Poole, Kayson Shurtz, Dan Jones

Murray City desired to update their Stormwater Master Plan. Since the 2011 Master Plan, the City had implemented several improvements to the stormwater system and was experiencing new development and/or redevelopment in portions of the City. An update was requested to incorporate stormwater facility improvements, as well as hydrologic/hydraulic studies conducted since 2011.

HAL completed a project which included a review of the existing stormwater inventory, a review of areas of the City that had new or redevelopment since the 2011 Master Plan, an update of the Stormwater HEC-HMS model based on existing and projected future conditions in the City, an analysis of the system's capacity, an evaluation of the storm drainage deficiencies, the development of preferred solutions, a Capital Improvement Plan (CIP) with estimated project costs, and a stormwater rate evaluation. Zions Bank Public Finance (ZBPF) assisted with the stormwater rate evaluation and impact assessment.

Benefit to the City: The stormwater capital improvement plan provides guidance for infrastructure rehabilitation and new construction.

3. WEST JORDAN CITY 2023 STORMWATER MASTER PLAN UPDATE

David Murphy | Capital Facilities Manager | 801.569.5086 | davidm@wjordan.com
HAL Project Team | Greg Poole, Kayson Shurtz, Dan Jones

At the time of the completion of the 2015 stormwater master plan, the City was experiencing significant growth. The previous stormwater master plan update (prior to 2015) was completed using fairly large subbasins (60 to 80 acres) with HEC-HMS. Because HEC-HMS is a hydrologic model only and does not model hydraulics and because of the large subbasin sizes, a more refined model was needed which included hydraulic simulation. HAL prepared a hydraulic model in InfoSWMM.

The model was built in InfoSWMM at a very high precision level with inputs calculated at the inlet box level. This level of precision was requested by the City due to their desire to determine pipe and inlet capacity throughout the system. HAL built the model using a very creative process using ArcGIS Spatial Analyst tools to complete auto-delineation of subbasins using LiDAR. This resulted in over 9,000 subbasins where each inlet in the City was represented in the model with modeled runoff results.

HAL also was able to leverage the GIS data available to use GIS tools to automate the subbasin parameterization process. In addition to model preparation, HAL assisted the City with an inventory of stormwater/drainage infrastructure. HAL completed an update in 2023 by updating the InfoSWMM model with development that has occurred since the previous master plan in 2015 and confirmed the revised model is operating correctly. An updated Capital Improvement Plan was generated as part of the Stormwater Master Plan update.

Benefit to the City: Having a plan to address existing deficiencies, how to identify stormwater/drainage needs for future development, and complying with the requirements of the City's MS4 permit will allow the City to effectively improve stormwater management. This Stormwater Master Plan will serve as an invaluable guide to City officials in planning and decision-making responsibilities. The Stormwater Master Plan will also serve as a guide in responding to inquiries associated with new development. The Capital Facilities Plan included in the Stormwater Master Plan will enable the City to plan and budget for capital improvements over the next 10 years.

STORMWATER MASTER PLANNING EXPERIENCE

SALT LAKE CITY COMPREHENSIVE STORMWATER MASTER PLAN (SWMP) PHASE 1 AND PHASE 2

Mike Guymon | Project Manager | 801.483.6749 | michael.guymon@slc.gov
HAL Team: G. Jones, G. Poole, K. Shurtz, D. Jones

HAL was selected as the Prime consultant to lead a team in completing phase 1 and phase 2 of the storm water master plan (SWMP) for Salt Lake City Department of Public Utilities (SLCDPU). This master planning effort represents one of the largest storm water master planning efforts in the State of Utah. It commenced in 2018 and is anticipated to be completed in multiple phases and over multiple years. HAL assessed the current capability and capacity of the City's storm water system and proposed future capital improvement projects.

HAL is conducting critical project meetings to assure that the City personnel are well positioned to make key decisions during the development of the city storm water master plan. HAL has identified thirteen critical stakeholders and partners as participants in the master planning process. Each stakeholder or partner is engaging and communicating with the City and providing valuable input.

The GIS component consisted of the HAL team gathering all available GIS data from SLCDPU as well as other pertinent city, county and state resources and identifying data gaps. The data was compiled into a single base map and reviewed with City staff to acquire missing data.

HAL reviewed existing SWMP study areas and updated the boundaries to ensure they were relevant from a drainage and land use perspective. FEMA mapping and historical records are also included in this SWMP project. A pilot program has been initiated in one area, which will then be used for future work in the other thirteen zones.

Benefit to the City: In addition to providing project management and communication with the City and the team throughout the project, HAL compiled and reviewed all previous SWMPs and associated studies to ensure that pertinent information developed during previous efforts was properly incorporated into the present study. HAL also compiled historical flooding accounts gathered from the City and other available resources. Together with FEMA mapping information, HAL developed GIS layers that will make identification of historic flooding and FEMA mapping easier.

HAL developed asset management protocols to address current and anticipated system inadequacies and needs over the next 20 years. Using existing historical stormwater quality data, HAL recommended protocol, parameters and criteria for future use by the City. The pilot program will ensure that the best, highest quality course of action is taken to improve all areas of Salt Lake City. Phase 1 of the Storm Water Master Plan was complete in May 2021 and Phase 2 began in July 2021.

CITY OF SALEM 2020 STORMWATER MASTER PLAN

Bruce Ward, PE | City Engineer | 801.423.2770 brucew@salemcity.org
HAL Team: G. Jones, G. Poole, K. Shurtz, D. Jones

Salem City retained HAL to assist them with the development of a comprehensive city-wide storm water master plan. The City has a population of approximately 8,000 people and a mixture of storm water management techniques currently in use. Primarily, storm water sumps have been used, but some piping and limited LID implementation have been used. The City has an active MS4 permit. This master plan will be a guide for the City to properly plan, budget and maintain a sustainable storm water management system over the planning period and comply with the City's MS4 permit and state requirements.

As part of this project, HAL created a model of existing conditions using Salem City GIS data, verifying accuracy and updating any missing data. HAL provided a condition assessment of existing facilities and modeling buildout conditions including future annexation areas according to the Salem City Zoning and General Plan. The project includes an implementation/capital improvements schedule, cost estimates, economic and rate analysis, and recommendations, and an Impact Fee Facilities Plan and Analysis with recommendations for appropriate impact fees.

Benefit to the City: HAL incorporated State Low Impact Development (LID) requirements and identified areas where LID implementation is feasible, not feasible, and reasonable alternatives.

CITY OF MOAB 2017 STORMWATER MASTER PLAN

Chuck Williams | City Engineer 435.259.5121 | cwilliams@moabcity.org
HAL Team: B. Miner, G. Poole, K. Shurtz, D. Jones, Zions Public Finance

HAL assisted the City of Moab in developing a storm water master plan to use as a guide with future development and infrastructure. The capital improvement plan (CIP) produced as part of the master plan provides the City with the ability to confidently plan for future projects. As part of the planning project, HAL collected and reviewed existing data from all available sources, identified gaps and prepared a summary of needed data. HAL compiled all data and provided it to the City in a GIS basemap. HAL performed field work and a complete inventory of existing storm drainage facilities.

HAL participated in a model selection meeting with the City to compare different models, assisted the City in their selection, and discussed how to handle future development in the model and other modeling criteria. Using the existing storm water system inventory and base mapping, HAL delineated subbasins within the City and tributary areas and assigned existing hydrologic characteristics to the delineated subbasins.

As part of the Stormwater Model Analysis, HAL computed 10-, 25- and 100-year storm runoff using the existing model. HAL reviewed the results and identified problem areas, participated in a problem identification workshop, and perform a model "calibration" based on feedback from the City during the problem identification workshop.

Benefit to the City: The Storm Water Master Plan presents solutions to manage and regulate storm water runoff and to help mitigate flooding and environmental impacts. The purpose of the master plan is to educate developers, private property owners, City staff, and elected officials regarding the capability and needs of the City's storm water system. The master plan examines the existing storm water system. Existing deficiencies are identified, and the preferred solution alternatives are presented with conceptual cost estimates.

NORTHWEST CANAL AND CREEK STUDY

Robert Naylor | Flood Control Design Engineer | 385.468.6631
RCNaylor@slco.org | HAL Team: G. Jones, G. Poole, K. Shurtz, D. Jones

Salt Lake County Flood Control selected HAL to assist them in performing the Northwest Canal and Creeks Study (NWCCS). The four main purposes of this study included the following.

1. Provide storm water runoff models which predict how the NWCCS drainages respond to design storm runoff events.
2. Identify and describe existing system problems.
3. Identify alternative mitigation measures to eliminate flooding during design storm runoff events.
4. Provide recommendations for management of the County facilities and provide documentation of the preferred drainage improvements.

HAL leveraged existing models and previous studies when possible, so as to not duplicate work that had been done previously. The design storm events evaluated included the 10-year and 100-year events. The following flood control facilities were included in the NWCCS: C-7 Ditch, Lee Drain, Lee Creek, Kersey Creek, Utah and Salt Lake Canal (including the extension), Riter Canal, Coon and Harker Creek, Goggin Drain, and Kearns Chesterfield Drain.

HAL used the computed hydrographs from the hydrologic model as input to unsteady hydraulic models. This approach more accurately accounts for the attenuation effects that are typical of relatively flat canals. The NWCCS will be used by the County to guide future development and help them understand important questions regarding the capacity of their flood control facilities that were included in the study.

Benefit to the City: The NWCCS presents the County with valuable information that helps them guide future development. The study provides critical data such as design flowrates, existing capacities, required bank elevations, and identification of areas that are more prone to flooding. As development pressures in this area increase the County will now have a guide to ensure development does not increase flood risk along the main flood control facilities in the northwest portion of the County. They also have recommendations for capital facility improvements that can be incorporated as dictated by funding and development.

HAL MASTER PLANNNING PROJECT TEAM

HAL team members were carefully selected to meet the City's specific needs of preparing a Stormwater Master Plan. Key team members have specific planning, design, and construction experience related to stormwater master plans, GIS, modeling, capital facility plans, and impact fee analysis and have worked together on many similar projects.

MANAGING, PERFORMING AND ACCOMPLISHING THE WORK

To be viable and have a lasting influence, City involvement is critical in the master planning process. Our proposed approach for all tasks is designed to provide City representatives with the information and tools needed to make decisions which will serve the City best in the long term.

Hansen, Allen & Luce, Inc. is a Utah corporation with headquarters in South Jordan, Utah. HAL has over 75 employees, with 35 Professional Engineers on staff, all licensed to practice in Utah.

Our overall firm workload results in an employee utilization rate (percent of chargeable time compared to total time) for our total number of employees (including administrative support personnel) of between 65% and 70%. This information is reviewed on a weekly basis to help ensure an efficient and effective use of staff.

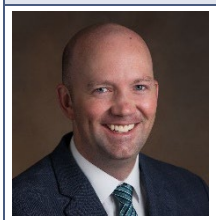
Our backlog of work to be completed is typically on the order of three to six months, which is normal for a medium-sized consulting engineering firm. Our workload varies with the combined needs of our individual clients. We know very well that our many years of success have been a result of meeting the needs of our clients on time and within budget. As a result, we make only achievable commitments to our clients. Specifically, HAL has a stormwater/drainage study group of 8 engineers with a stormwater/drainage study backlog of four months. The schedule provided in this proposal is achievable given our current backlog with key staff members.

HAL has reviewed our workload projections and is confident that the key staff members highlighted below will have sufficient availability to complete the tasks within the proposed schedule as presented.

Marv Allen, MS, PE | Client Service Manager | Quality Assurance
Education | MS and BS, Civil & Environmental Engineering, Utah State University
Registration | Professional Engineer, UT | **Years of Experience:** 40+

Marv will continue to work with Midvale City as a trusted advisor. For more than two decades Marv has consulted with Midvale City on the City's most pressing and urgent projects. Marv brings significant experience in stormwater systems planning, design, and construction. He has worked with many municipalities in Utah and Salt Lake County to provide for their water and stormwater master planning and capital improvement projects on an on-going basis. These include the cities of Midvale, Draper, Highland, Murray, Salt Lake, Sandy, South Jordan, South Salt Lake, Springville, West Jordan, and Vineyard, the Counties of Salt Lake, Utah and Weber, as well as the Granger-Hunter and Kearns Improvement Districts. Marv has served in leadership capacities in several professional and technical organizations, including President of ACEC – Utah and ACEC National Director, and President of the American Water Resources Association – Utah, and the Board for APWA – Utah.

Tyler Allen, PhD, PE | Client Service Manager
Education | BS, PhD, Civil & Environmental Engineering, Utah State University
Registration | Professional Engineer, UT | **Years of Experience:** 16



Tyler routinely works with Midvale City's water system. Over the last fifteen years Tyler has developed excellent working relationships with Midvale City Project Managers and Staff. He has assisted the City with numerous transmission pipeline design projects, meter stations, DWSP updates, provided services during construction as well as general consulting. His professional focus has been on hydraulic analysis, design, and construction of water-related infrastructure. Dr. Allen's experience includes more than 15 years in hydraulic/hydrologic analysis and design of storage tanks, drainage systems, detention basins, pipelines for storm drain, sewer, and pressurized water systems. Additionally, he has been involved in various projects involving solid and hazardous waste landfill design, designing landfills including drainage systems and various FEMA flood mapping projects. Dr. Allen is the Chief Operating Officer at HAL.

Gordon Jones, MS, PE | Principal in Charge
Education | MS and BS, Civil & Environmental Engineering, Brigham Young University
Registration | Professional Engineer, UT | **Years of Experience:** 20

As Principal in Charge Gordon will ensure that the City is completely satisfied with the performance of the project team, that the project is completed on time and within budget, and meets the City's as well as HAL's quality standards. Gordon is President of HAL. He also serves as project principal, project manager, and project engineer for various projects. He specializes in GIS applications for water resources management as well as hydrologic, hydraulic, and groundwater modeling. Gordon has been involved in numerous master planning and modeling efforts using hydrologic modeling software (HEC-1, HEC-HMS, AutoCAD Storm and Sanitary Analysis, InfoSWMM) and hydraulic modeling software (HEC-RAS, Hydra, SewerCAD, SWMM, EPANET).

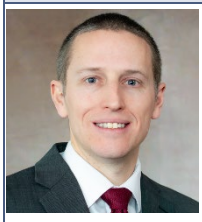
- Draper City | Storm Drainage Master Plan
- Layton City | Clearfield City Storm Drain Flows Tributary to Chelsie Park
- Midvale City | Stormwater Management Plan and Utility Creation
- Midvale City | Hancock Well and DWSP Water Wells
- Moab City | Stormwater Master Plan
- Murray City | Stormwater Master Plan
- Riverton City | Foothills Storm Drain Master Plan Update
- Salem City | 2022 Stormwater Master Plan
- Salt Lake City | 2019 Stormwater Master Plan
- Salt Lake City | 2021 Stormwater Master Plan 1 & 2
- Sandy City | Comprehensive Stormwater Management Plan Phase 1 and Phase 2
- Salt Lake County | Eastside Canal and Creek Study
- Salt Lake County | Northwest Canal and Creek Study
- Taylorsville City | Storm Drainage Master Plan and Stormwater Utility Implementation Analysis
- Weber County | 2016 Stormwater Master Plan
- West Jordan | 2016 Stormwater Master Plan
- West Jordan | 2023 Stormwater Master Plan Update

Greg Poole, MS, PE | Technical Advisor, Stormwater Master Planning
Education| MS, Multi-disciplinary Engineering with Emphasis in Water Resources, Utah State University, BS, Irrigation and Agricultural Engineering, Utah State University
Registration: Professional Engineer, UT | **Years of Experience:** 40+

As Technical Advisor Greg will regularly review the work of the Project Manager and Project Engineer to provide progress checks and insights into the next steps.
Greg specializes in complex analyses and studies in surface and groundwater hydrology, hydraulics and water quality. He has participated in many of HAL's significant master planning, design and construction related projects involving wastewater disposal, stormwater and flood control, culinary and irrigation water supply, water quality protection, watershed management, and wetlands permitting.

- Draper City | Stormwater Master Plan
- Draper City | Stormwater Management Plan & UPDES Phase II Application
- Farmington City | Stormwater Master Plans
- Layton City | Stormwater Master Plans
- Midvale City | Stormwater Funding Program Development
- Midvale City | Stormwater Management Plan & UPDES Phase II Application
- Midvale City | 400 West 6890 South Storm Drain
- Murray City | Jefferson Stormwater Facilities Design
- Murray City | Stormwater Master Plans
- Orem City | Stormwater Master Plan
- Riverton City | Foothills Storm Drain Master Plan Update
- Salt Lake City | 2018 Stormwater Master Plan
- Salt Lake City | 2020 Stormwater Master Plan Ph 1 & 2
- Salt Lake County | Northwest Canal and Creek Study
- Salt Lake County | Eastside Canal and Creek Study
- Salt Lake County | Corner Canyon Creek Master Plan
- Sandy City | Comprehensive Stormwater Management Plan Phase 1 and Phase 2
- West Jordan | 2016 Stormwater Master Plan
- West Jordan | 2023 Stormwater Master Plan Update

Kayson Shurtz, MS, PE | Project Manager, Stormwater Analysis and Modeling
Education: MS and BS, Civil & Environmental Engineering, Brigham Young University
Registration: Professional Engineer, UT, CA, ID **| Years of Experience:** 14



As Project Manager Kayson will be responsible for project scheduling, budget, calculations and leading the stormwater master plan. Additionally, Kayson can lead the development of engineering drawings, specifications, coordination with cost estimating and related permitting activities for subsequent projects.

Kayson routinely performs hydrologic and hydraulic modeling studies, water distribution system modeling, reservoir operations modeling, sediment transport and scour studies, storm drainage design, and numerous radar rainfall analysis projects.

He has worked on several large-scale reservoir operation models including reservoirs located on the Columbia River, Alabama River, Apalachicola River, and San Joaquin River systems. He has worked extensively with the Corps Water Management System (CWMS) successfully implementing the software for 8 different watersheds for various Corps Districts. Kayson is well respected for his expertise in stormwater modeling and recently taught a three-day course on HEC-RAS for the Floodplain Management Association in Sacramento, CA.

- Blanding City | Stormwater CIP Update
- Corps of Engineers | Omaha District CWMS Model Implementation
- Draper City | Morley Drainage Study
- Herriman City | Butterfield Creek Channel Design
- Moab City | Stormwater Master Plan
- Murray City | Tanner Ditch Assessment
- Murray City | Stormwater Master Plan
- Napa City, CA | Stormwater Evaluation
- Salem City | Stormwater Master Plan
- Salt Lake City | 2018 Stormwater Master Plan
- Salt Lake City | Stormwater Master Plan Ph 1 & 2
- Salt Lake City | 2200 East Stormwater Design
- Salt Lake County | 35th South and 80th West Storm Drain Design
- Salt Lake County | Northwest Canal and Creek Study
- Salt Lake County | Eastside Canal and Creek Study
- Sandy City | Comprehensive Stormwater Management Plan Phase 1 and Phase 2
- Saratoga Springs | Master Plan and Impact Fee Updates
- South Jordan | Welby Park Retention Basin Design
- Springville City | Stormwater Master Plan
- Tooele City | Middle Canyon Creek Channel Design
- West Jordan | 2023 Stormwater Master Plan Update

Dan Jones, PE, CFM | Project Engineer Stormwater Analysis and Modeling
Education: MS, Civil & Environmental Engineering, BS, Mathematics, Brigham Young University
Registration: Professional Engineer, UT | Certified Flood Plain Manager (CFM) | **Years of Experience:** 7

Dan regularly works with Midvale City's water system. As Project Engineer Dan will collect and analyze relevant data, integrate new development plans to the model, ensure the model is accurate to best available data, and provide recommendations for system improvement.

Dan excels in big data analysis and has experience on a variety of hydrologic and hydraulic projects including 2D floodplain modeling, peak flow development, storm and sanitary sewer analysis, automated basin delineation using HEC-GeoRAS, and storm frequency analysis.

Dan is fluent in several programs including ArcMap, HEC-HMS, HEC-RAS, and AutoCAD Storm and Sanitary Analysis (SSA). Dan's professional experience includes work for a water resources engineering firm in Dallas, TX, where he studied floodplains for both public and private clients.

- Midvale City | 700 West Pipeline
- Midvale City | Drinking Water Master Plan Update
- Midvale City | Public Works SWPPP
- Cheyenne City, WY | Flooding Assessment
- Draper City | Traverse Ridge Road Stormwater
- Elko City, NV | Floodplain Support for Humboldt River
- San Antonio, TX | Fort Sam Houston Storm System Evaluation
- Granger Hunter Imp. Dist. | Wastewater Model Update
- Herriman City | MPRC development drainage and detention basin sizing
- Murray City | Walden Meadows Storm Drain Design
- Payson City | Preliminary Floodplain Evaluation
- Rock Springs, WY | Floodplain Mapping for Killpecker Creek
- Salem City | Stormwater Master Plan
- Salt Lake City | Stormwater Master Plan Ph 1 & 2
- Salt Lake County | Eastside Canal and Creek Study
- Salt Lake County | Northwest Canal and Creek Study
- Sandy City | Comprehensive Stormwater Management Plan Phase 1 and Phase 2
- Saratoga Springs | 2-D model of Welby-Jacob Canal
- Springville City | Stormwater Master Plan
- Springville City | Secondary Water Master Plan
- Wasatch Front Water Quality Council | Jordan River Low Flow Analysis
- West Jordan | 2023 Stormwater Master Plan Update

Supply a list of sub-consultants with their proposed use on the project

Subconsultants will not be required for the HAL project team to prepare the Stormwater Master Plan for Midvale City.

Describe your previous relationship with the listed sub-consultants, project names, dates, and contacts. (The lead firm must perform more than 50% of the work.)

Not Applicable

According to Jodi Hoffman, a prominent Utah impact fee attorney

HAL has the best understanding and methods of developing impact fees in the state."

For many years HAL has been a recognized leader in water resources master planning, studies and design. HAL has helped countless utilities plan for growth and remain (or become) financially stable.

PROJECT UNDERSTANDING

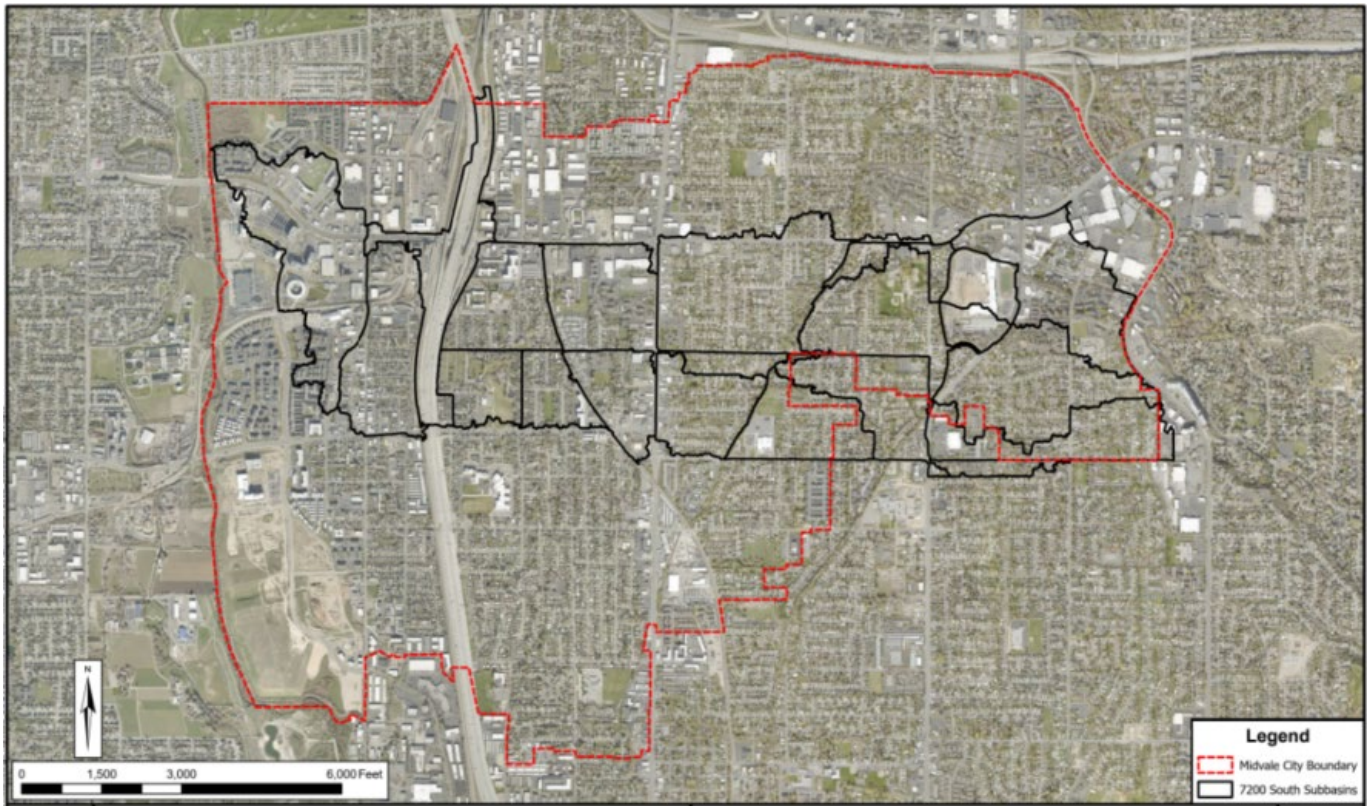
Midvale City is located in Salt Lake County and covers approximately 3,750 acres. The City is charged with managing the stormwater runoff in their storm drain system. The City desires to complete a master plan which will include developing a stormwater model of their existing system to assist them in identifying deficiencies and how to address them.

Also included in this master planning effort will be a review and recommendations for updates regarding the City's existing stormwater standards, design criteria, UPDES requirements, and stormwater management plan. Another key deliverable will be a capital improvement plan that will detail projects needed to remedy existing deficiencies along with master planning level costs to address them.

We understand that a major goal of the master plan is to identify private irrigation conveyances that are being used to convey stormwater and propose new conveyance solutions to separate those private systems from the City's stormwater infrastructure.

HAL is currently working on the East Side Canal and Creeks Study for Salt Lake County Flood Control District. Several of the County conveyances that are a part of that study intersect with Midvale City including (East Jordan Canal, Jordan and Salt Lake Canal, and 7200 South Drain).

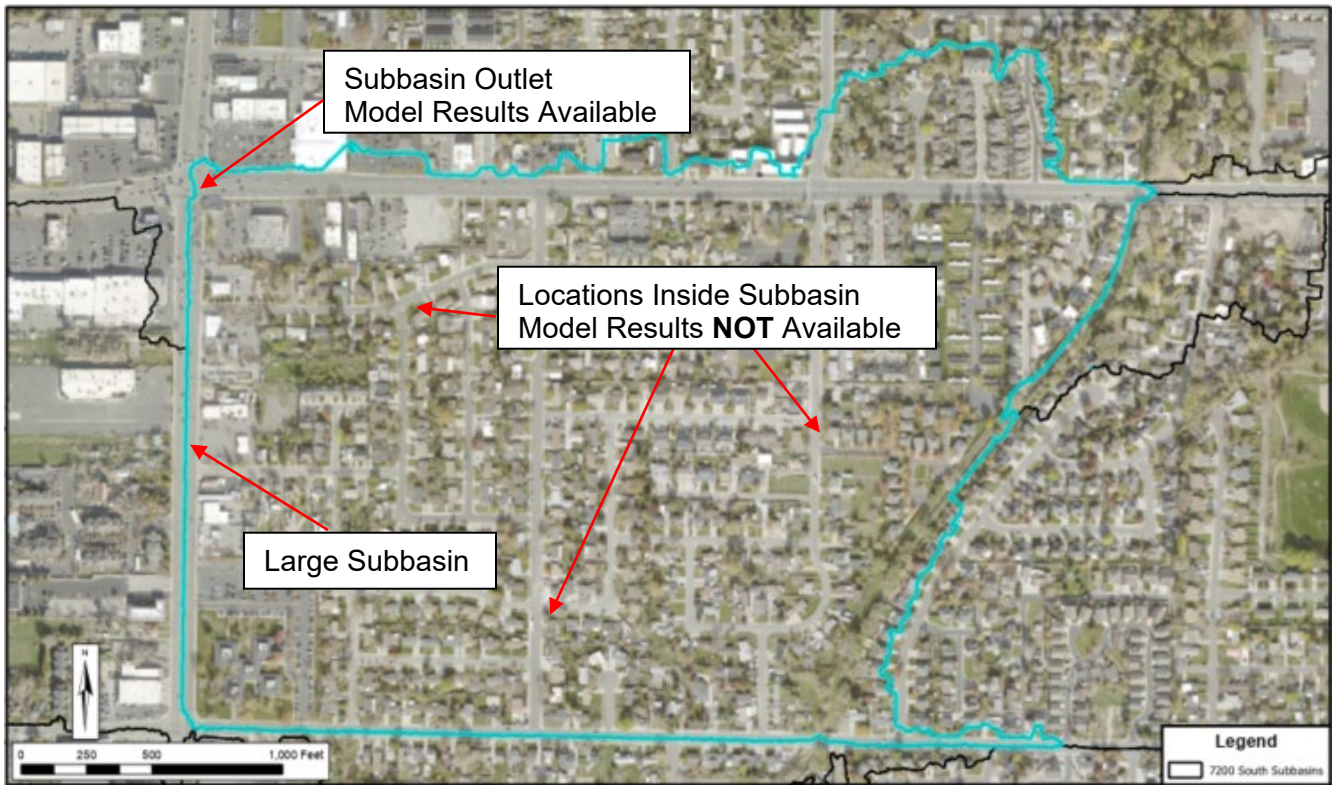
HAL is currently working on the 7200 South Drain and has already done some preliminary subbasin delineation work and gathered data for assigning hydrologic parameters (See Figure below) that can help us hit the ground running and ultimately will result in cost savings for the City. Performing the work for the City will also create consistency and a general alignment with the County's study.



Preliminary 7200 South Subbasin Delineation

Why does subbasin size matter?

When modeling runoff flows and the conveyances (river, stream, pipeline, etc.) that carry those flows the subbasin size is important. As the size of the conveyance and flows that it needs to carry increases, the relative size of the drainage basins that will be used to calculate those flows can also increase in size. For example, the subbasins for 7200 South shown above are on average 175 acres. A subbasin that large would be inadequate to evaluate most of the smaller lines in the system within that 175 acres. Calculated flows are only available at the outlet of each subbasin and therefore any details needed inside of a large subbasin would not be available in the model (see Figure below).



Example Figure of Why Subbasin Size Matters

A careful balance needs to be achieved. For city-level modeling we have found that subbasins of 10-30 acres are the sweet spot for evaluating a City's drainage network. We have found over the years that at times City's have received low bids for stormwater master plans where subbasins are assumed to be large to cut costs, but in the end the level of detail is lacking and does not ultimately meet the City's needs. A model that lacks sufficient detail to guide planning and future improvements is not worth the investment, in our opinion.

KEY OBJECTIVES:

- Project workshops to keep City personnel informed and positioned to make key decisions throughout the planning process.
- Review and provide comments that can be used to update the City's existing stormwater engineering standards and stormwater/drainage design criteria.
- Development of a stormwater/drainage runoff model for existing and buildout scenarios.
- Develop a Capital Improvement Plan for the stormwater system.
- Develop a plan to eliminate all shared irrigation/stormwater facilities (we are currently helping Holladay City accomplish a similar goal in their system).
- Provide recommendations regarding how to better monitor, evaluate, and maintain the stormwater system. Ideas that could be explored include pressure transducers, flow measurement devices, and low-cost high water mark recording devices like a crest stage gage.

- Master Plan documentation including: draft and final report, complete functional stormwater model, and presentation of the master plan in a City Council Meeting.

Midvale City is authorized to discharge stormwater to waters of the State of Utah under the Utah Pollutant Discharge Elimination System (UPDES) Permit No. UTS000001. Recent changes in the permit require new developments to prevent or minimize impact to water quality (Permit section 4.2.5) and require management of rainfall on-site by retaining runoff from storms up to the 80th percentile rainfall event. Evaluation of low impact development is required.

HAL has recently completed assisting both Salt Lake City and Sandy City with preparing/updating stormwater/drainage criteria and ordinances to meet the new stormwater permit requirements. This previous work provides value to Midvale City as we have done a lot of work upfront with others that could easily be applied to your City. The following work plan incorporates the itemized list of requirements and deliverables provided in the request for proposals.

Our proposed approach is designed to provide City representatives with the information and tools needed to make decisions that will be the best for the City in the long term. We recommend a workshop approach. Alternatives are compared based on several factors including cost, effectiveness of the provided flood protection, public acceptability, permitting, maintenance, and robustness of the alternative to meet possible changes in development planning. We see our role as providing the "homework" such that the issues are clearly defined, and the alternatives are developed sufficiently to promote informed master planning decisions.

SCOPE OF WORK

The following is our proposed scope of work. The input section describes information to be provided by others or from previous work. The activities section describes the work to be performed by HAL. The output section describes the products to be delivered to Midvale City.

TASK 100 Develop Stormwater Model

Objective: Prepare an updated storm drain model.

Input:

- HAL proposal.
- Previous studies and models
- Aerial photographs, contours, and mapping provided by Midvale City.
- Digital data for assigning hydrologic parameters.
- Input from City Staff.
- Storm drain facility inventory (GIS), including elevations.

Activities:

1. **Meet with City Staff** to review project objectives and obtain available drainage studies, standards and GIS data.
2. Compile all available existing storm drainage facility information into project GIS database and identify data gaps and needs.
3. Review available drainage and flood studies and City standards and prepare a summary of the pertinent information available in each document along with available CAD and GIS Data.
5. **Meet with City staff** to review the existing facilities inventory and to assess adequacy for master planning purposes. Review locations of known irrigation conveyances that the City would like to stop relying on. Discuss data gaps and how to address them. Discuss priority areas. Review drainage design criteria including the MS4 permit requirements. We assume AutoCAD's Storm and Sanitary Analysis software will be used for the model.
6. Work with the City to complete inventory necessary to fill data gaps (the amount of field work, post-processing and overall coordination for this activity will be defined by the City, no time was included for the overall cost estimate).
7. Delineate subbasins for the entire City. We will assume subbasin delineations will typically be between 10-30 acres in size.
8. Prepare storm drainage model in AutoCAD's Storm and Sanitary Analysis. Estimate hydrologic characteristics for each subbasin for existing conditions. Parameters include area, percent directly

connected impervious area, unconnected impervious area, soil type, vegetation cover type and density, typical grass and paved overland flow lengths and slopes, and routing data (length, slope, conveyance shape, and roughness). Utilize existing storm drainage conveyance network provided by the City.

9. Select and define storm distribution, duration and frequency to be used in the model. Input storm parameters for the model, including rainfall hydrographs, detention facilities and model scenarios. The 10-year storm will be used to assess the minor storm system (pipes, inlets, etc.) condition and the 100-year (detention) to assess the major storm facilities.
10. Define future build-out conditions based on the current Official Zoning Map.
11. Make model runs using existing and future scenarios to determine existing and future system deficiencies that may include insufficient pipe conveyance capacity, pipe sedimentation due to low velocities, and insufficient detention basin capacity or maintenance issues. Additional deficiencies will be defined by the City based on known flooding and maintenance problems as well as any known water quality deficiencies.
12. Prepare deficiency definition tables including problem ID, location, description, and general cause.
13. **Meet with the City** to discuss the model results and deficiency lists and compare known issues with model-identified problems. This discussion will allow for making model adjustments to "calibrate" model parameters in order to reflect the realities City personnel are seeing in the system.
14. Update the model parameters according to the input from the model meeting with the City.

Output:

- AutoCAD Storm and Sanitary Analysis model including project files containing all model scenarios used to develop the master plan.
- List of deficiencies for existing and future scenarios.

TASK 200 Stormwater Master Plan

Objective: Document the methodology used to develop the storm drain model and identify existing and future deficiencies with an accompanying Capital Improvement Plan to address the deficiencies.

Input:

- Output from Tasks 100.

Activities:

1. Prepare draft Capital Improvements Plan. Prepare alternatives for complex deficiencies along with conceptual cost estimates for comparison of alternatives.
2. Review and comment on current drainage standards and provide recommendations for changes.
3. Review and comment on the City's existing Storm Drainage Management Plan and existing water quality standards that are intended to meet MS4 standards and provide recommendations for changes.
4. **Meet with the City** to discuss proposed improvements to address deficiencies and review alternatives for complex issues. City input will be used to select preferred alternatives and receive comments on proposed improvements. Discuss criteria for how to prioritize the projects in the Capital Improvements Plan as well as a rough project schedule. LID and retention design details and criteria will also be discussed.
5. Refine the Capital Improvements Plan based on City input received in the review meeting, including preferred alternatives, projects and priorities. Develop cost estimates for each project listed in the Plan.
6. Prepare master plan report including an introduction, description of the existing storm drain system and anticipated future development, City Storm Drainage Criteria, methodology, storm drainage analysis including deficiency descriptions, and a presentation and discussion of the Capital Improvement Plan. The CIP will include master plan level cost estimates for each project. A section of the master plan report will also discuss funding sources that we are aware of. Supporting information will be organized in Appendices
7. Prepare GIS figures for inclusion in the master plan report.
8. Research and provide general information regarding monitoring and evaluation programs that could be incorporated into the Midvale stormwater system.
9. Prepare GIS figures for inclusion in the master plan report.
10. Submit draft PDF of the master plan document to the City for review.

11. Finalize the master plan report based on comments from the City. Provide to the City in PDF format.

Output:

- Complete Master Plan Report in PDF format.

TASK 300 Design Criteria and Low Impact Development Manuals (Optional)

Objective: This task is optional but would provide additional work than what is requested in the base scope and fee. The intent of this task would be to provide a new Design Criteria Manual and Low Impact Development Toolbox that can be put on the City's website and provided to developers to guide development. We have completed this type of work for neighboring cities including Sandy City (documents have been included as an example).

Input:

- Output from Tasks 100 and 200.

Activities:

1. Research and review available LID standard details from publications such as Urban Storm Drainage Criteria Manual Volume 3, Stormwater Best Management Practices. Select appropriate standard details for discussion with the City. Along with details for various LID options, develop a draft of an LID Toolbox manual that will be incorporated into the criteria that will give guidance based on site specific characteristics such as slope, soil permeability, etc. Develop draft design details and criteria for retention of smaller events up to 0.5 inches that will be required as part of the City's MS4 permit. Develop Drainage Criteria Manual to reflect findings and decisions made during the master planning process.

Output:

- Drainage Criteria Manual
- LID Toolbox Manual

ASSUMPTIONS

The Hansen, Allen & Luce, Inc. (HAL) Scope of Work and Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise that cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. Inventory work is not included in the scope, budget or schedule of this project. It is assumed that the City will provide a complete GIS inventory (including pipes, detentions, ditches, sumps, land drains, manholes and inlets with accompanying size and elevation data) of the system at the kickoff meeting. Any data gaps are assumed to be filled by the City in a timely manner in order to keep the project schedule. HAL has provided an hourly rate to collect such data if the City would like our assistance in data collection.
2. Assumptions regarding any known irrigation flows to be included in the model will be provided by the City.
3. 100-year surface flows and potential flooding will not be modeled explicitly. Only detention facilities will be evaluated for 100-year volumes.
4. It is assumed no 2-dimensional surface flow modeling will be required as part of the master planning effort. General guidance concerning conveyance of surface flows in the streets will be provided. If more detailed analysis for specific surface flooding problem areas is desired, HAL can provide a separate scope and budget for more detailed surface flow analysis as needed.
5. Private detentions will not specifically be modeled. If the City desires, private detentions can be accounted for with regional unit detentions or can be ignored in order to be more protective.
6. If drainage criteria and LID manuals are desired, it is assumed that most of the details will be used from previous work HAL has performed for other cities.

PROPOSED SCHEDULE

Midvale City Stormwater Master Plan

HAL PROPOSED SCHEDULE

Task	Description	October	November	December	January	February	March	April	May
0	Notice of Award	★							
Phase I - Develop Storm Drain Model									
100	Overall project management and communication and coordination								
101	Meet with City staff to review objectives, gather data								
102	Compile availabe info and identify data gaps								
103	Review previous studies								
104	Meet with City staff to review inventory, data gaps, software, etc		★						
105	Work with City to complete inventory		1						
106	Delineate subbasins within City limits assume 10-30 acres in size								
107	Prepare model								
108	Input storm parameters in model								
109	Define future buildout conditions								
110	Prepare model scenarios and runs, including existing, future								
111	Prepare deficiency tables								
112	Meet with City to discuss deficiencies						★		
113	Update model parameters								
199	Quality Control (QC) / Quality Assurance (QA)								
Phase II - Storm Drain Master Plan									
201	Prepare draft CIP with alternatives for complex projects								
202	Review and comment on current design criteria and standards								
203	Review and comment on the City's current SDMP and LID standards								
204	Meet with the City to discuss CIP, alternatives and criteria							★	
205	Refine CIP and complete cost estimates								
206	Prepare report								
207	Prepare GIS figures								
208	Monitoring and evaluation programs								
209	Submit draft for review								★
210	Prepare final report								★
299	Quality Control (QC) / Quality Assurance (QA)								
Phase III - Design Criteria and Low Impact Development Manuals (Optional)									
301	Develop Design Criteria Manual and LID Toolbox Manual								
399	Quality Control (QC) / Quality Assurance (QA)								

★ = Review Meetings, Workshops, & Milestones

1 - The schedule for completion of inventory is undefined and will be determined by the City

HANSEN ALLEN & LUCE inc
ENGINEERS

APPENDIX A
RESUMES

Marvin E. Allen, M.S., P.E.

Sr. Principal

Professional Experience

Summary

Mr. Marvin E. Allen, a Principal of Hansen, Allen & Luce, Inc. (HAL), has practiced engineering for more than 43 years and is a registered Professional Engineer in Utah and Nevada. His practice areas include surface and ground water resources, hydraulics and hydrology, water quality, water supply, storm water and flood control, hazardous waste, and environmental issues.

Marv serves as the Firm's Director of Engineering, having responsibility for the successful completion of all projects. In addition to being involved in a wide variety of water related projects, he has had extensive involvement in the permitting, planning, design, and construction of municipal solid waste, RCRA hazardous waste, TSCA waste and industrial waste landfills and repositories in various states throughout the United States.

Marv has served in leadership capacities in several professional and technical organizations; including President of American Council of Engineering Companies (ACEC) Utah and ACEC National Director, representing ACEC-Utah; President of the American Water Resources Association, Utah Section; and member of the Board for the American Public Works Association, Utah Chapter.

In 2003 he received the Outstanding Service Award from the American Water Resources Association, Utah Section, for his service to the consulting industry. Marv is also serving as a member of the Utah State University Department of Civil Engineering Advisory Board. In 2004, he was nominated by ACEC-Utah as their choice for Utah Engineer of the Year. In 2005, he received the College of Engineering Distinguished Alumni Award from Utah State University.

Marv received B.S. and M.S. Degrees in Civil and Environmental Engineering from Utah State University.

Experience

1979–Present:. Company Officer, Project Manager – Hansen, Allen & Luce

Marv has 42 years of experience in the management and engineering design of major civil and water related engineering projects throughout the United States. He is responsible for development and implementation of Quality Assurance Activities for HAL. He has served as Principal in Charge, Project Manager or Project Engineer on the following representative projects:

Water Resources

- Groundwater Hydrologic Analyses and Well Location Studies for Granger Hunter Improvement District, Brigham City, Magna Water Company, Tooele City, Springville City, PacifiCorp, South Salt Lake City and several Mines in the Carbon and Emery County area
- Drinking Water Source Protection Plans for more than 200 Wells and Springs located in Utah
- Surface Water Source Protection Plans for Weber Basin Water Conservancy District and Ogden City
- Retained by Utah Division of Drinking Water to review more than 300 Drinking Water Source Protection Plans prepared by other consultants
- Groundwater Quality and Storm Water Subsurface Disposal Management Plan for Orem City
- Water Supply, Water Use and Water Rights Studies in several counties in Utah for the Utah Division of Water Resources
- Hydrologic and Environmental Permitting at several mine sites, including Florida Canyon Gold (Nevada), Utah Power / Energy West (Utah), Cyprus Plateau Mining Company (Utah), Texas Energy Services (Wyoming), Energy Development Company (Wyoming), etc.
- Water Rights evaluation and assistance for multiple clients

Education

Master of Science
Civil and Environmental Engineering
Water Resources - Hydrology
Utah State University

Bachelor of Science
Civil and Environmental Engineering
Utah State University

Registrations

Professional Engineer – Utah, Nevada

Affiliations

Honor Society Phi Kappa Phi & Tau Beta Pi

American Council of Engineering Companies – Utah
President, 2000
National Director, 2001–2003

American Society of Civil Engineers

American Water Resources Association
President, Utah Section, 1998

American Public Works Association
Board Member, 2012–2017

Awards

Football Scholarship, Utah State University, 1972–1973

Honor Roll, Utah State University, 1975–1979

Kennecott Scholarship

Outstanding Junior Civil Engineer, Utah State University, 1977–1978

Magna Cum Laude Graduate, Utah State University, 1978 and 1979

Outstanding Service Award, American Water Resources Association, Utah Section, 2003

Nominee for Utah Engineer of the Year, American Council of Engineering Companies, 2004

College of Engineering Distinguished Alumni, Utah State University, 2005

Drinking Water and Wastewater

- GIS-based Drinking Water System Master Plans and/or Operational Master Plans for South Salt Lake City, Tooele City, Draper City, Kearns Improvement District, Granger-Hunter Improvement District, Springville City, South Jordan City, Sandy City, and Midvale City
- Well and Pump Station designs for Granger Hunter Improvement District, Tooele City, South Salt Lake City, Springville City, PacifiCorp, Jordan Valley Water Conservancy District, Highland City, Midvale City, Provo City, U.S. Pollution Control, Draper City, Layton City, Central Utah Water Conservancy District and Provo City
- Fluoridation facility designs for Salt Lake City, Weber Basin Water Conservancy District, Layton City, Granger Hunter Improvement District, South Salt Lake City, Sandy City, West Jordan City, Layton City, Midvale City, and Jordan Valley Water Conservancy District
- Drinking Water Storage Tanks for South Jordan City, Granger-Hunter Improvement District, Midvale City, Kennecott Land Company, Layton City, Kearns Improvement District, Provo City, Bluffdale City and Vineyard City
- Well Rehabilitation Projects for South Salt Lake City and Granger-Hunter Improvement District
- Vulnerability Assessments for Park City, Magna Water Company, South Jordan City, Midvale City, Granger Hunter Improvement District
- Pipeline design for Springville City, South Jordan City, West Jordan City, Midvale City, Kennecott Land Company, Jordan Valley Water Conservancy District, Tooele City, Kearns Improvement District, U.S. Pollution Control, Granger Hunter Improvement District, West Jordan City, Provo City, and PacifiCorp
- GIS based Wastewater Collection System Master Plans for Granger Hunter Improvement District, Orem City, Tooele City, South Salt Lake City and Springville City.
- Wastewater Reuse Study for the Association of South Valley Communities (8 cities in Salt Lake County), and for South Jordan City
- Wastewater Pumping Stations for Springville City (1500 West, 1415 North, Canyon Road, and Regan Academy Pumping Stations) and Granger Hunter Improvement District (Wheeler, Valley Downs, and Montech Wastewater Pumping Stations)

Storm Water and Flood Control

- Probable Maximum Flood Study for Utah County (Billy's Mountain Landslide at Thistle, Utah)
- GIS based Storm Drainage Master Plans for South Salt Lake City, Orem City, Tooele City, Draper City & Springville
- Design of Surface Water Conveyance Facilities of several sites for PacifiCorp / Energy West
- Design of Storm Water Facilities for Tooele City, West Jordan City, and South Salt Lake City
- Design of major Storm Water Conveyance Facilities for Clean Harbor (formerly U.S. Pollution Control, Inc.) at facilities in Utah, Oklahoma, Mississippi and Minnesota
- Design of major Storm Water Conveyance Facilities for various mining clients, including Plateau Mining Company (Utah), ASARCO, American Pacific Minerals (Arizona), and Florida Canyon Mining (Nevada)

Solid & Hazardous Waste and Mining Facilities

- Planning, Permitting, Design, Development of Quality Assurance Procedures, Services During Construction and Groundwater Monitoring of Hazardous Waste Storage Facilities for Clean Harbor (formerly U.S. Pollution Control, Inc.). Facilities included earthen storage cells with clay and synthetic liners with an accumulated storage capacity of 17 million cubic yards located in Utah, Oklahoma, Mississippi, and Minnesota
- Design of a 2.2 million cubic yard synthetic lined solid waste repository for Kennecott Corporation
- Construction Quality Control Audits for Hazardous Waste Facilities for Envirocare of Utah
- Design of Heap Leach Facilities for Santa Fe Gold (Nevada)
- Construction Quality Assurance for synthetic liner installations at Heap Leach Facilities for Newmont Gold Company (Nevada)

Tyler G. Allen, Ph.D., P.E.

Chief Operating Officer

Professional Experience

Summary

Dr. Allen is the Chief Operating Officer at Hansen, Allen, & Luce, Inc. (HAL). His professional focus has been on hydraulic analysis, design, and construction of water related infrastructure. Dr. Allen's experience includes more than 15 years in hydraulic/hydrologic analysis and design of storage tanks, drainage systems, detention basins, pipelines for storm drain, sewer, and pressurized water systems. Additionally, he has been involved in various projects involving solid and hazardous waste landfill design, designing landfills including drainage systems and also various FEMA flood mapping projects.

Dr. Allen has been involved in various design related projects involving AutoCAD Civil 3D design. Through this experience, he has become proficient using GIS along with hydrologic and hydraulic modeling software (HEC-HMS, HEC-RAS, SewerCAD, and AutoCAD Storm and Sanitary Analysis 2011). He received his B.S. and Ph.D. degrees from Utah State University in Civil and Environmental Engineering with an emphasis in hydraulics.

Experience

2008 to Present:. Chief Operating Officer – Hansen, Allen & Luce

Dr. Allen has served as project manager, project engineer or technical advisor on numerous projects. His responsibilities include engineering and management functions, estimating and oversight of project budgets, execution and oversight of engineering activities, client relations and marketing assignments in the following areas.

Drinking Water Source Protection (DWSP)

- Prepared Groundwater DWSP Plans submitted to the State of Utah Division of Drinking Water for compliance with the Drinking Water Source Protection Rule (R309-600)

Hydrologic Studies

- Conducted studies on localized hydrologic conditions for the purpose of predicting potential runoff for the design of detention basins, master planning, and FEMA flood mapping.
- Experience in preparing models including HEC-I, HEC-HMS, and Autodesk Storm and Sanitary Analysis to predict runoff.

FEMA Flood Mapping

- Prepared requests for Letter of Map Revisions (LOMRs) submitted to FEMA which include hydrologic studies and the implementation of hydraulic structures and conveyance channel improvements.

Hydraulic Analysis and Design

- Design of Drinking Water Storage Tanks
  - Bluffdale – Zone 1 West 4 MG Tank
  - Logan City – Bluff Tank and Pipe Study Design
  - Kearns Improvement District - Zone E 1.5 MG Tank
  - Kearns Improvement District – 5 Million Gallon Tank
- Pressurized Pipeline Design
  - Midvale City – JVWCD Retail Area Takeover Design
  - Midvale City – 2018 Waterline Projects
  - Midvale City – 2017 Waterline Projects
  - Midvale City – 2015 Waterline and Storm Drain Projects
  - Midvale City – 2013 Waterline Projects
  - Murray City – 2019 State Street Waterline Replacement
  - Murray City – 5600 South LCC Waterline Crossing
  - Kearns Improvement District - 5 Million Gallon Tank Transmission Line
  - Kearns Improvement District - Zone E 1.5 MG Tank Transmission Line

Education

Ph.D.
Civil and Environmental Engineering
Hydraulics / Water Resources
Utah State University

Bachelor of Science
Civil and Environmental Engineering
Utah State University

Registrations

Professional Engineer - Utah

Affiliations

American Water Works Association

Awards

Cum Laude Graduate
Utah State University

Scholarship from Department of Civil and Environmental Engineering

Utah State University

- Hydraulic analysis and Design of Sewer and Storm Drain Systems.
  - Murray City – Utahna Drive Storm Drain
  - Murray City – Mall Line (Sewer)
  - Murray City – 500 West (Sewer and Storm Drain)
  - Murray City – Walden Glen Sewer Lift Station
  - Midvale City – 2015 Waterline and Storm Drain Projects (Storm Drain)
  - Draper City – Suncrest Regional Detention Basin (Storm Drain)
  - Salt Lake County – Coon Harker Storm Drain Design (Storm Drain)
  - West Jordan – 40th West Storm Drain and Waterline Replacement Storm Drain
- Implemented software in design and analysis process including SewerCAD, EPA SWMM, HEC-RAS, and AutoCAD Civil 3D, ArcGIS, and Autodesk Storm and Sanitary Analysis.
- Prepared hydraulic calculations for the design of detention basins, the outlet works to detention basins and dams, culverts, and open channel conveyance.
- Designed and prepared construction drawings for Storage Tanks, Detention Basins (including outlet works) and channel improvements and storm drain, sewer, and pressurized water systems.

Solid and Hazardous Waste

- Intermountain Regional Landfill – Overall landfill design including drainage, grading, and phasing. Preparing CQC and CQA plans
- Waste Management:
  - Clean Harbors – Cell design modifications and Waste Volume Analysis
  - Tekoi – Grading and Access analysis
  - Montrose County Landfill – Site planning including drainage and phasing design
  - Mountain View – Final Closure Design
- Clean Harbors:
  - Grassy Mountain Facility – Cell design modifications and Waste Volume Analysis
- Republic Services:
  - Wasatch Regional Landfill – Waste Volume Analysis

Gordon L. Jones, M.S., P.E.

President, Principal and Project Manager

Professional Experience

Summary

Mr. Jones serves as President of Hansen, Allen & Luce Inc. (HAL) with more than 20 years of project management experience. He has broad experience with solid and hazardous waste permitting, facility design and planning, compliance, and construction quality assurance (CQA). He also specializes in GIS applications for water resources management as well as hydrologic, hydraulic, and groundwater modeling. Gordon has been involved in various master planning and modeling efforts for storm water, wastewater and drinking water. Gordon received his B.S. and M.S. degrees from Brigham Young University in Civil and Environmental Engineering.

Experience

2003–Present:. President, Project Manager, Project Engineer– Hansen Allen & Luce

Water Resource Master Plans and Studies

- Salt Lake City Department of Public Utilities – 2020 Phase 1 and Phase 2 of Storm Water Master Plan Update
- Salem City – 2020 Storm Water Master Plan
- Salt Lake County - Corner Canyon Creek Hydraulic Design, Neffs Canyon Creek Master Plan and Coon/Harkers Creek Master Plan, Little and Big Cottonwood Creeks 2010 Damage Assessment Study
- Tooele City and County - Middle Canyon Creek Master Plan and Settlement Canyon Creek Floodplain Analysis
- Rock Springs Wyoming - Bitter Creek Hydraulic Design
- Logan City - Sanitary Sewer Master Plan
- Salt Lake County - East Side Canal Study
- Riverton City - Foothills Storm Drain Master Plan
- Draper City - Storm Drainage Master Plan, 2002 and 2011 and Storm Water Utility Implementation Analysis
- Murray City - Wastewater Collection System Master Plan
- Bear River Canal Company - Malad River Siphon Hydraulic Design
- Bear River Water Conservancy District - Water System Master Plan Study
- Taylorsville City - Storm Drainage Master Plan and Storm Water Utility Implementation Analysis
- Layton City - Clearfield City Storm Drain Flows Tributary to Chelsie Park
- South Utah Valley Municipal Water Association - GIS Surface and Ground Water Master Plan
- South Valley Water Reclamation Facility - Wastewater Flow Projections
- ERM, Suburban Land Reserve (SLR) - Goggin Drain Hydraulic Study
- Bear River Water Conservancy District - One 16- and One 20- inch Deep Well Drilling Projects
- Weber County – 2015 Storm Drainage Master Plan
- West Jordan City – 2015 Storm Drainage Master Plan
- Moab City – 2017 Storm Drainage Master Plan
- Summit County Service Area No. 3 - 2018 Drinking Water Master Plan
- City of Blanding – 2017 Storm Drainage Master Plan

Water Resources Design

- Summit County Service Area No. 3 – High Field Booster Station
- High Valley Water Company – Silver Sage Drive Facilities Improvements
- Salt Lake County – Corner Canyon Creek Improvements
- Draper City – South Mountain Golf Drainage Improvements
- Draper City – Suncrest Regional Detention Basin
- Salt Lake County – Lodestone Detention Basin
- Rock Springs Wyoming - Bitter Creek Hydraulic Design

Education

Master of Science
Civil and Environmental Engineering
Brigham Young University

Bachelor of Science
Civil and Environmental Engineering
Brigham Young University

Registrations

Professional Engineer – Utah, Nevada, Colorado

HAZWOPER Certification

Affiliations

American Public Works Association – Membership Task Force Member

Solid Waste Association of North America – Beehive Chapter Board Member since 2016

Awards

Vaughn E. Hansen Service with Integrity Award
Hansen, Allen and Luce, Inc.
2009

Client Relations Award
Hansen, Allen and Luce, Inc.
2011, 2012

Civil Engineering Department Scholarship
Brigham Young University

Regulatory and Environmental Compliance

- Groundwater, Leachate Pond and Landfill Gas Monitoring for landfill facilities, including Wasatch Regional - Republic Services, ECDC – Republic Services, Tekoi Landfill - Waste Management, Mountain View Landfill – Waste Management, South Valley Water Reclamation Facility C&D Landfill - Construction Waste Management, Washington County Landfill – Republic Services, Intermountain Regional Landfill, Bountiful Sanitary Landfill.
- Circle 4 Farms groundwater contamination investigations for multiple animal waste ponds using available monitoring well data and regional groundwater flow path and travel time determination.
- Drinking Water Source Protection (DWSP) plan preparation for multiple entities, including Sandy City, Brigham City, Bear River Water Conservancy District and Jordan Valley Water Conservancy District.
- Preparation of Storm Water Pollution Prevention Plans and Spill Prevention, Control and Countermeasure Plans for both public, commercial and industrial facilities, including Procter & Gamble Box Elder County Facility, Weber County C&D Landfill, Hydro, Fidelity Real Estate, Intermountain Regional Landfill, AIRC and Fibertel.

Solid and Hazardous Waste

- Wasatch Integrated Waste Management District – Design of Phase IV Expansion and Stage C Closure
- Clean Harbors - Grassy Mountain Facility Waste Grade Surveys (semi-annual)
- Clean Harbors – 2018 Cell 8-13 Design, CQA Plan Update, permitting assistance
- Clean Harbors – 2019 Surface Impoundment B Design and Permitting Assistance
- Clean Harbors – Cell 8 Construction CQA Services (as CQA Officer) 2019
- Clean Harbors – 2020 Cell Z Closure Design
- Energy*Solutions* – PMF, Run-on Berm and Evapotranspiration (ET) Cover Analyses, assistance with interrogatories
- Intermountain Regional Landfill – Permit Modification and Design of 2014, 2015, 2016, 2017, 2018, 2019 and 2020 Cell Expansion Projects with CQA Services, Phases 1B through 1J (as CQA Officer)
- Intermountain Regional Landfill – 2017 Redesign and Major Permit Modification
- Intermountain Regional Landfill – 2018, 2019, 2020 Operations Phasing Plan
- Intermountain Regional Landfill – 2020 Facility Gas Collection and Control System Design
- Intermountain Regional Landfill – 2021 Gas Collection and Control System Phase G1A
- Allied Waste – 2005 Wasatch Regional Municipal Solid Waste Redesign and Major Permit Modification
- Republic Services – 2018 and 2020 Washington County Landfill Phase 4C/4D Expansion CQA Services (as CQA Officer)
- Republic Services – 2018 Wasatch Regional Landfill Phase 1E/2E Expansion CQA Services (as CQA Officer)
- Republic Services – 2018 ECDC Landfill Fire Damage Assessment and Repair Recommendations, Repair CQA Services (as CQA Officer)
- Stericycle – Tooele County Conditional Use Permit Application, 2015 Application for Tooele County Facility Solid-Waste Incinerator Permit to UDWMRC, ongoing assistance related to Tooele County Facility Design and Permitting through 2019
- Waste Management - Tekoi Balefill Permit Application and Modification for Loose Waste
- Waste Management – 2016 Montrose Landfill Phasing Planning and Design
- Waste Management – 2011, 2016 Tekoi Landfill MSW Cell Construction Design, Bidding and CQA Services (as CQA Officer)
- Waste Management – Mountain View Landfill Capping Project Bidding and CQA Services (as CQA Officer), 2018 Major Permit Modification for Redesign of Final Grades and Final Cover
- Waste Management – 2015 Lockwood Landfill water source improvements including pipeline and storage pond
- Waste Management – 2016 Lockwood Landfill leachate collection pump station and pipeline design
- Weber County - C&D Class IVb and VI Landfill Permit Application and Design Engineering Report and related environmental permitting, permit renewal in 2021

2001–2003:. Intern – Hansen Allen and Luce, Inc.
Completed a customized ArcView GIS project assisting in the management of water rights and other related issues. Prepared hydrologic model inputs for HEC-1 using ArcView.

Gregory J. Poole, M.S., P.E.

Principal, Chief Engineer

Professional Experience

Summary

For more than 41 years, Mr. Poole has served as Project Manager, Project Engineer or Technical Advisor on a broad spectrum of water resources related engineering projects. Greg has specialized in complex analyses and studies in surface and groundwater hydrology, hydraulics and water quality. He has participated in many of HAL's significant master planning, design and construction related projects involving culinary and irrigation water supply, waste water disposal, storm drainage and flood control, water quality protection, watershed management, and wetlands permitting. Because of Greg's in-depth understanding of technical issues, he serves as a Special Advisor for Engineering Excellence on many of the Firm's more complex projects. He has served as President of the Utah Society of Professional Engineers, and is a member of the Program Committee for APWA-Utah Section. He received the Silver Beaver Award from the Boy Scouts of America. Greg is a recipient of the HAL Service with Integrity Award and the HAL Technical Leadership Award. He received the Utah Floodplain Managers and Stormwater Management Association "Denis D. Stuff Award of Excellence".

Experience

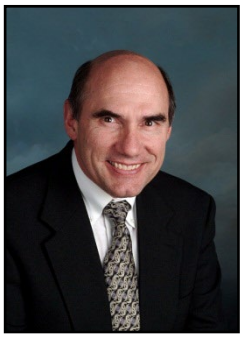
1981 – Present:. Project Engineer, Project Manager – Hansen, Allen & Luce

Storm Drainage and Flood Control

- Draper City - Storm Drainage Master Plan
- Draper City - Storm Water Management Plan & UPDES Phase II Application
- Elko City, Nevada - Culleys Gully Flood Control Dam Analysis
- Elko City, Nevada - Fifth Street Flood Control Facilities
- Elko City, Nevada - Metzler Wash Flood Control Facilities including successful FEMA CLOMR & LOMR Applications
- Farmington City - Storm Drainage Master Plans
- Florida Canyon Mine Diversions and Sediment Pond Design
- Layton City – Storm Drainage Master Plans
- Midvale City - Storm Water Funding Program Development
- Midvale City - Storm Water Management Plan & UPDES Phase II Application
- Murray City - Jefferson Storm Drainage Facilities Design
- Murray City – Storm Drain Master Plans
- Orem City - Storm Drainage Master Plan
- Rock Springs - Bitter Creek Flood Control
- Rock Springs - Dead Horse Canyon Creek Flood Control Detention Basins and Conveyance Improvements
- Salt Lake City - East Side Canals Study
- Salt Lake County - Corner Canyon Creek Master Plan
- Salt Lake County - East Side Canal Study
- Salt Lake County - Neff Canyon Master Flood Control Plan
- South Ogden City - Burch Creek Detention Basin (APWA Public Works Design by a Consultant Award)
- U.S. Army Corps of Engineers - Wasatch Front Flood Assessment Study - Specific Responsibility Assessing Flood Damage and Developing Cost Estimates for Required Improvements for the Weber River Drainage System
- South Weber City - Storm Drainage Plan
- Springville City - Storm Water Management Plan & UPDES Phase II Application
- Tooele County - Middle Canyon Creek Master Plan
- West Jordan City - Storm Water Funding Program Development

Water & Wastewater

- Clearfield - HAFB Well and Reservoir (APWA Public Works Design by a Consultant Award)
- Fairbourne Wastewater Pump Station - Alternatives Analysis & Design
- Murray City - Cimarron Wastewater Pump Station
- Murray City - Cottonwood Bypass Sewer (APWA PW Design by a Consultant Award)



Education

Masters of Science
Multi-Disciplinary Engineering with Emphasis in Water Resources
Utah State University

Bachelors of Science
Irrigation Engineering and Agricultural
Utah State University

Associate of Science
Engineering
Ricks College

Registrations

Professional Engineer
Utah, Nevada, and Wyoming

Affiliations

American Public Works Association

Utah Society of Professional Engineers

President 1991

Utah Flood Plain Management Association

Awards

Magna Cum Laude
Utah State University 1978
Senior of the Year

Agricultural and Irrigation Engineering
Utah State University 1978

APWA Public Works Design by a Consultant Awards

Utah Floodplain and Stormwater Management Association "Denis D. Stuhff Award of Excellence"

Water & Wastewater continued
- Murray City - Sanitary Sewer Master Plan
- Murray City - State Street Bypass Sewer
- Murray City - West Side Trunk Sewer
- Price City - Culinary Water Transmission Pipeline Replacement

Hydrology
- EnergySolutions - PMF Study
- Kennecott Copper - Flow Verification/Calibration of Cutthroat Flume
- Murray City - McGhie Springs Rehabilitation
- North Davis County Sewer District - West Outfall Replacement Evaluation
- PacifiCorp - Analysis and Design of Boulger Creek and Upper Huntington Creek Flow Measuring Stations
- Park City - Open Channel Flow Monitoring Review and Evaluation
- Park City - Spiro Tunnel Flow Monitoring Analysis and Design of the Replacement of a Parshall Flume
- Salt Lake County - East Side Canal Study
- Salt Lake County - Neffs Canyon Creek Master Plan
- Tooele County - Middle Canyon Creek Master Plan
- Wasatch County - Heber Valley Retention Basin Mass Balance Analysis
- Rock Springs – Dead Horse Canyon Creek Flood Hydrology

Hydraulics
- Central Utah Water Conservancy District - Hydraulic Transient Analysis, Geneva Well Field Pump Stations and Aqueduct
- Bear River Canal Company - Malad River Crossing Hydraulic Analysis
- Central Weber Sewer Improvement District - Weber River Sewer Crossing Rehabilitation near Riverdale City
- Central Weber Sewer Improvement District - Weber River Sewer Crossing Rehabilitation near South Weber
- Elko City, Nevada - Culeys Gully Flood Control Dam Analysis
- Elko City, Nevada - Fifth Street Flood Control Facilities
- Elko City, Nevada - Metzler Wash Flood Control Facilities
- Jordan Valley Water Conservancy District - 3600 West and 5700 West Pump Station Hydraulic Transient Analysis and Surge Control Design
- Jordan Valley Water Conservancy District - 13400 South Pump Station Hydraulic Transient Analysis and Surge Control Design
- Jordan Valley Water Conservancy District - Utah Lake Saratoga Pump Station - Hydraulic Analysis and Preliminary Design
- Layton City - Chelsie Park and Fox Run Park Storm Water Detention Basin Analysis
- Murray City - 900 East Pressure Reducing Station - Analysis of Cavitation Problem
- Murray City - Cimarron Wastewater Pump Station
- Murray City - Fairbourne Wastewater Pump Station - Alternatives Analysis & Design
- Murray City - Jefferson Storm Drainage Complex - Detention Basin and Outlet Structure
- Murray City - State Street Bypass Sewer
- Murray City - Willow Pond Park - Drain Intake Structure
- Price City - Culinary Water Transmission Pipeline Replacement

Water Resources & Irrigation
- Price City – Water Depletion and Recovery Study
- Provo River Recreation Study and Conceptual Plan
- Salt Lake City – Flow Gaging Stations Evaluation
- Salt Lake City – Watershed Master Plan Update
- Wasatch County – Hydrogeologic / Water Quality Study
- West Cache Irrigation Company – Bear River Pumped Diversion
- Murray City Cemetery Irrigation System

Water Quality
- Draper City - Storm Water Quality Management Plan & UPDES Phase II Application
- Midvale City - Storm Water Quality Management Plan & UPDES Phase II Application
- Springville City - Storm Water Quality Management Plan & UPDES Phase II Application

1979 – 1981 Civil Engineer for Wright-McLaughlin
While working for Wright-McLaughlin Engineers, Mr. Poole's experience included the modeling and analysis of municipal water systems, layout and design of water distribution systems, and preliminary and final surface and subsurface drainage plans for multiple developments, final design of sanitary sewer and water extensions, analysis of pipeline transients (water hammer) and hydraulic design related to bridges.

Kayson M. Shurtz, P.E.

Associate, Civil Engineer

Professional Experience

Summary

Mr. Shurtz has more than 10 years of experience working on hydrologic and hydraulic modeling studies, water distribution system modeling, reservoir operations modeling, sediment transport and scour studies, storm drain design, and numerous radar rainfall analysis projects. Kayson has worked on several large-scale reservoir operation models including reservoirs located on the Columbia River, Alabama River, Apalachicola River, and San Joaquin River systems. He has worked extensively with the Corps Water Management System (CWMS) successfully implementing the software for 8 different watersheds for various Corps Districts. These models required intensive customized scripts to model the complex operations found on these systems.

Kayson has also recently performed several water distribution studies focused on helping clients operate their systems more efficiently. Kayson has experience in multi-dimensional modeling including HEC-RAS 2-D, Flo-2D and GSSHA. He has been an instructor for a three day HEC-RAS course sponsored by the Floodplain Management Association. Kayson received B.S. and M.S. degrees in Civil Engineering from Brigham Young University.

Experience

2015–Present:. Project Engineer – Hansen, Allen & Luce
2010–2015:. Hydraulic Engineer – WEST Consultants
2008–2009:. Research Assistant – Brigham Young University
2006–2008:. Engineering Technician – Uinta National Forest

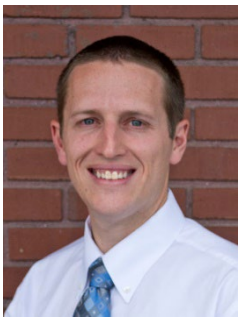
Mr. Shurtz has gained extensive experience in various forms of computer modeling on projects throughout the United States. The following projects are representative of his experience:

Master Plan and Water System Studies

- Collinston Water System Impact Fee Analysis, Collinston, Utah
- Bear River Water Conservancy District Conservation Plan Update, Brigham City, Utah
- Saratoga Springs Master Plan and Impact Fee Updates, Saratoga Springs, Utah
- State of Utah Water Use Data Collection Program Study, Utah
- Honeyville Drinking Water Impact Fee Analysis, Honeyville, Utah
- Highland Secondary Water Master Plan Highland, Utah
- Weber Basin Water Conservancy District water rate study, Layton, Utah
- Blanding Drinking Water and Wastewater Impact Fees, Blanding, Utah
- Salt Lake City Storm Water Master Plan, Salt Lake City, Utah
- Salem Storm Water Master Plan, Salem, Utah
- Blanding Storm Water Master Plan Update, Blanding, Utah

Hydrologic and Hydraulic Modeling

- Omaha District Corps of Engineers CWMS Model Implementation, Omaha, Nebraska
- Utica Probable Maximum Flood Study, Bear Valley, California
- Queen Valley Hydrology and Hydraulic models, Queen Valley, Arizona
- LIFESIM modeling for Sacramento District Corps of Engineers, Sacramento, California
- Central Valley Floodplain Evaluation & Delineation, Stockton, California
- Central Valley Floodplain Evaluation & Delineation, Stockton, California
- Missouri River Hydraulic Modeling, Omaha District Corps of Engineers, Northwestern Division, Omaha, Nebraska
- Libby Dam PMF Study, Seattle District Corps of Engineers, Seattle, Washington
- Dry Creek FEMA Study, Galt, California
- Napa Storm Drain Evaluation, Napa, California
- ACT/ACF CWMS Implementation, Mobile District Corps of Engineers, Mobile, Alabama
- Basic HEC-RAS Course Instructor – Floodplain Management Association, Sacramento, California
- Pascagoula River CWMS Implementation, Mobile District Corps of Engineers, Mobile, Alabama
- Tenn-Tom Waterway CWMS Implementation, Mobile District Corps of Engineers, Mobile, Alabama
- LOMR Submittal for Great Basin Estates and Silver Street Developments, Elko, Nevada



Education

Master of Science
Civil and Environmental Engineering
Brigham Young University

Bachelor of Science
Civil and Environmental Engineering
Brigham Young University

Registrations

Professional Engineer – Utah, California

Affiliations

American Society of Civil Engineers

Awards

Sterling Scholar
Nichols Scholarship
Civil Engineering Department Scholarship
Eagle Scout

Hydrologic and Hydraulic Modeling (Cont.)

- CLOMR Submittal for Sports Park Complex, Elko, Nevada
- Humboldt River Flooding of 2017 Hydraulic Modeling, Elko, Nevada
- Surplus Levee Canal Study, Salt Lake City, Utah
- Gordon Creek Floodplain Delineation, Mountain Green, Utah
- Western Acres 2-D floodplain analysis, Tooele, Utah
- Hauoli Street Drainage Basin hydraulic force calculations, Maui County, Hawaii
- Butterfield Creek CLOMR, Herriman, Utah
- Hydrologic and Hydraulic modeling for 2UD and I-Area, Kemmerer, Wyoming
- SITLA hydrologic model and hydraulic analysis including alluvial fan floodplain mapping, Spanish Valley, Utah
- Blanding City water supply forecast model and rate study, Blanding, Utah
- MPRC development drainage and detention basin sizing, Herriman, Utah
- Northwest Canal and Creeks Study, Salt Lake County, Utah

Wastewater

- Quarterly YDM inspections for South Valley Water Reclamation Facility, West Jordan, Utah
- RSL Sewer Flume Inspection, Herriman, Utah
- Inspection and Evaluation of all Timpanogos Special Service District sewer measurement flumes, Utah County
- Inflow and Infiltration analysis for Springville City, Springville, Utah
- Mount Olympus Special Service District Wastewater Master Plan Salt Lake County, Utah

Selected Publications

Shurtz, Kayson M., “Automated Calibration of the GSSHA Watershed Model: A Look at Accuracy and Viability for Routine Hydrologic Modeling”, M.S. Thesis, Brigham Young University, 2009.

Curtis, David C. and Kayson Shurtz, “Gage Network Design for Radar-Rainfall Estimation,” Floodplain Managers Association Annual Conference: Flood Risk Management in the 21st Century, San Diego, CA, Sept 6-9, 2011

Shurtz, Kayson, “Corps Water Management System for the Alabama-Coosa-Tallapoosa River System: A Comprehensive and Integrative Tool for the Water Management Toolbox.” The NHWC Transmission. February 2015

Shurtz, Kayson M.; Jones, Steven C.; Sowby, Robert B.; Hill, D. Scott; Woodbury, Daniel "K", “Hydraulic Modeling Finds, Fixes Chlorine Residual Gaps.” Opflow. June 2017 Volume 42 No. 6.

Dan Jones, M.S., PE, CFM

Staff Engineer

Professional Experience

Summary

Mr. Jones is a staff engineer at Hansen, Allen & Luce, Inc. He has 5 years of experience in a variety of hydrologic and hydraulic projects including 2D floodplain modeling, peak flow development, storm and sanitary sewer analysis, and storm frequency analysis. Dan is fluent in several programs including ArcMap, HEC-HMS, HEC-RAS, and AutoCAD Storm and Sanitary Analysis.

Prior to his consultant work Dan worked as a research assistant at Brigham Young University where he studied bedload transport and culvert bed stability. Prior to working for HAL, Dan worked for a water resources engineering firm in Dallas, TX, where he studied floodplains for both public and private clients. Dan earned a B.S. in Mathematics in 2014 and a M.S. in Civil Engineering in 2016 with an emphasis in Water Resources, both from Brigham Young University.

Experience

July 2018 – Present: Staff Engineer – Hansen, Allen & Luce
Dan has provided engineering support for over 3 years on a variety of projects.

- Supply and Demand forecasting study for 17 communities in southern Utah and Juab Counties including dry-year streamflow regression, analysis of water rights and use, and groundwater modeling.
- Master Plans
  - Stormwater Master Plans – Salem
  - Pressurized Irrigation Master Plans – Springville
- Well Completion Reports – Sandy Flat Iron & WBWCD Green Road
- Well Condition and Water Quality evaluation – Magna
- Water Use and Rate Analysis – Murray
- Hydrologic and Hydraulic Modeling
  - Storm Drain Evaluation – SLC Water Reclamation Facility
  - Payson Floodplain – 2D modeling
  - Wastewater model update – Granger Hunter Improvement District
  - Debris Flow Study for Loafer Canyon - Salem
  - System pressure analysis – Honeyville
  - MPRC development drainage and detention basin sizing, Herriman, Utah
  - SITLA alluvial fan floodplain mapping, Spanish Valley, Utah
  - Welby-Jacob Canal capacity and overflow – Saratoga Springs
- Development reviews for Saratoga Springs, South Jordan, Salem
- Well construction observation for WBWCD, CUWCD, and Sandy City
- Drinking Water energy optimization – Summit Water Distribution Company

June 2016 - June 2018: Water Resources EIT; O'Brien Engineering, Inc.

- Analyzed hydrology and hydraulics for various reclamation projects to meet FEMA and City standards.
  - LOMRs and CLOMRs for private landowners and developers
- Identified issues in storm sewer network using StormCAD and AutoCAD SSA module.
- Completed downstream assessments and evaluated potential streambank erosion.
- Developed 2D hydraulic models to design solutions for home owners and municipalities.
- Prepared reports, analyzed data and created tables and maps for public and government use.
  - Memorandum Report: Texas Floods of 2015-2016
  - Updated Reservoir Control Manuals: Aquilla Lake Navarro Mills Lake

Education

Masters of Science
Civil Engineering – Water Resources
Brigham Young University

Bachelors of Science
Mathematics
Brigham Young University

Registrations

Professional Engineer, UT

Certified Floodplain Manager

October 2013 – April 2016: Research Assistant; Brigham Young University

- Surveyed 6 mountain streams and inspected for culvert bed replenishment.
- Analyzed the Rosgen Pagosa Curve to reconcile its empirical nature with physics-based processes.
- Reviewed a system approach for developing aerial PSDs to streamline field data collection.
- Helped engineer a scale model of the Jordan River by performing scale calculations.
- Formulated a method to determine culvert bed stability for fish passage.

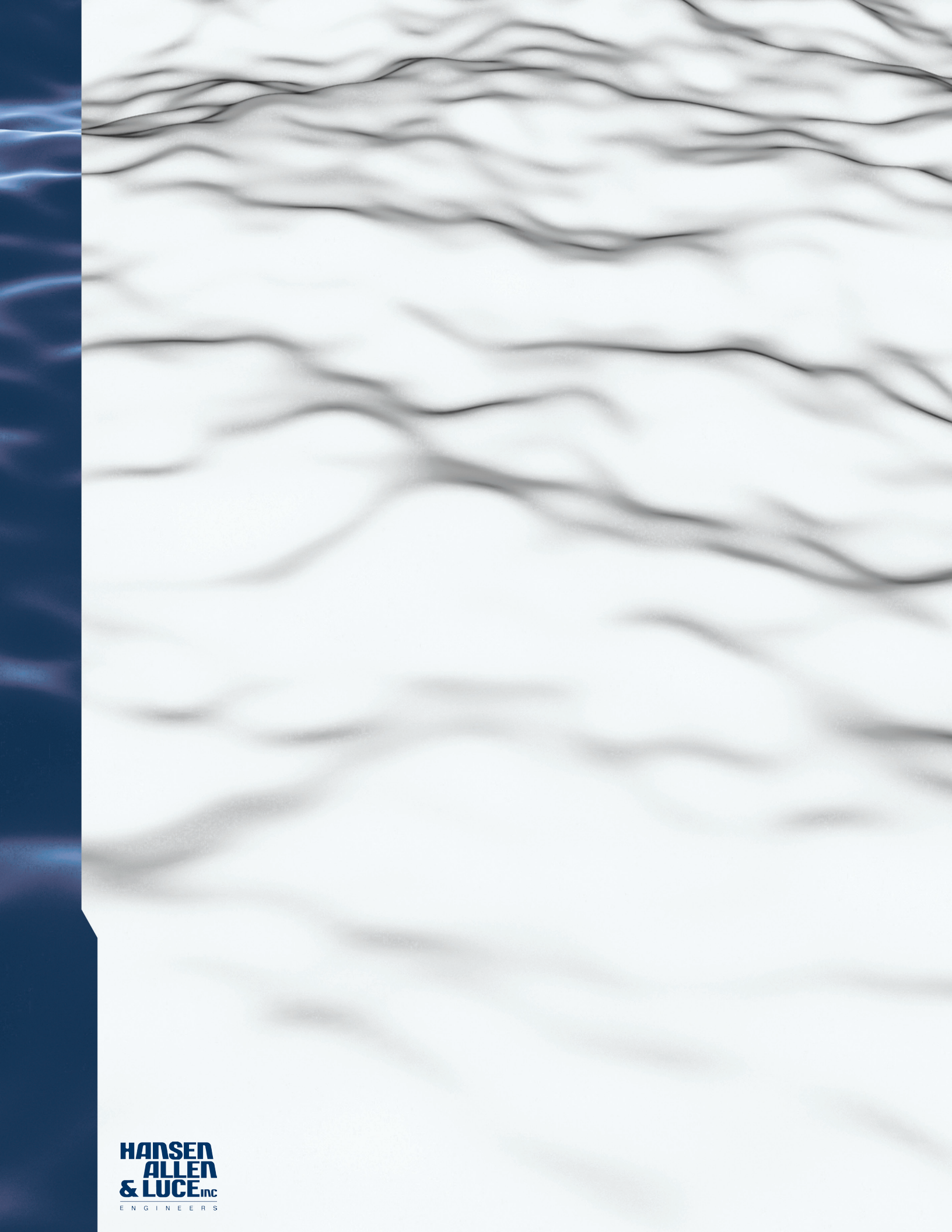
April 2014 – December 2015: Teaching Assistant; Brigham Young University

- Prepared, organized and conducted exam review sessions for students on Civil Engineering topics.
- Taught hydrology, fluid mechanics and hydraulics while building rapport with students.
- Assisted Dr. Miller and Dr. Hotchkiss in grading tests and homework.
- Demonstrated fundamental fluid principles to students in lab settings.

HANSEN ALLEN & LUCE inc
ENGINEERS

APPENDIX B
COMPLETED STORMWATER MASTER PLANS

Three Stormwater Master Plans completed by HAL have been uploaded to the U3P portal



HANSEN ALLEN & LUCE inc
ENGINEERS

REQUEST FOR PROPOSALS (RFP)
STORMWATER MASTER PLAN
for

MIDVALE CITY
7505 SOUTH HOLDEN STREET
MIDVALE, UT 84047
801-567-7237

Proposals shall be submitted electronically to U3P Utah Public Procurement Place
https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah
no later than September 18, 2023, 3:00 P.M. (MDT)

1. INTRODUCTION

Midvale City ("Midvale", "City") is soliciting written Requests for Proposals (RFP) from qualified engineering firms to submit written proposals for the development of its first Stormwater Master Plan (the "Project"). The City requires a Stormwater Master Plan due to its aging stormwater infrastructure, which presently leads to flooding during moderate rainfall. The plan aims to enhance this system through a thorough assessment, pinpointing problematic zones, and prioritizing system upgrades. By doing so, the city will effectively address flooding issues, minimize pollution discharge, and adhere to regulatory mandates, all while accommodating future development.

2. SCOPE OF WORK

Objectives: The successful bidder ("Consultant") will accomplish the following objectives:

A. Conduct a comprehensive assessment of the current stormwater system in the City, including identifying locations of drainage basins and identifying all drainage system components, such as, pipes, ditches, swales, outfalls, ponds, rivers, creeks, canals, etc., in each basin.

B. Use hydraulic modeling to identify potential problems and areas for improvement in the identified stormwater system.

C. Identify and create plans to eliminate all shared (private irrigation/stormwater) systems, pipes, ditches, basins, swales, etc., within the City.

D. Collaborate with and receive input from City staff.

E. Define goals and objectives for the Stormwater Master Plan according to industry standards and applicable federal, state, and local laws and permits.

F. Outline specific projects and programs addressing current system constraints and problems and address all discovered stormwater management issues.

G. Establish a timeline for implementing the projects and programs identified in the Stormwater Master Plan based on industry standards and available resources.

H. Develop a cost estimate for each project and program identified in the Stormwater Master Plan.

I. Review City's Storm Water Management Plan and storm water ordinance and suggest any improvements that could be made. Ensure that the goals and objectives of the Storm Water Master Plan will enhance the City's ability to meet the requirements of the UPDES permit.

J. Develop a strategy for monitoring, evaluating, and maintaining the stormwater system.

K. Present the completed Stormwater Master Plan to the Midvale City Council for approval and adoption.

Minimum Plan Requirements. The Stormwater Master Plan must include the following:

A. Executive Summary: An overview of the plan's main objectives, key findings, and recommended actions.

B. Introduction: An outline of the scope and purpose of the plan, including an overview of the existing stormwater management system.

C. Existing Conditions: Description of the current stormwater infrastructure and identification of problem areas.

D. Goals and Objectives: Outline of the goals and objectives of the stormwater management program, including strategies to address water quality, flood protection, and other issues.

E. Design Criteria and Standards: Detailed design criteria and standards for stormwater management practices, including site design, conveyance systems, and treatment practices.

F. City Ordinance and UPDES Permit: Describe City's current Storm Water Management Plan, storm water ordinance, and UPDES permit requirements. Provide detailed suggestions for improvement and compliance with UPDES permit requirements.

G. Project List: A comprehensive list of prioritized projects needed to execute the plan and estimated costs for each project.

H. Funding and Implementation: Identification of potential funding sources for implementing the Stormwater Master Plan, including grants, taxes, and other revenue sources, and outline a detailed timeline and implementation plan for the recommended actions.

I. Monitoring and Evaluation: Details for a monitoring and evaluation program to track the Stormwater Master Plan's effectiveness and identify improvement areas.

J. Appendices: Technical information, maps, and other supplementary materials to support the stormwater management program.

3. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting is required for firms wanting to submit a proposal. The mandatory pre-bid meeting will be held at Midvale City Hall, located at 7505 S. Holden Street in Midvale, Utah on September 7, 2023 at 10am MDT. Only proposals from bidders present at the mandatory pre-bid meeting will be considered.

4. TIMELINE

A. Consultant must be willing to complete the assessment and Stormwater Master Plan within six months of the execution of the Agreement with the City.

B. Consultant will present the completed Stormwater Master Plan to the Midvale City Council once the Master Plan is complete.

5. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS

A. Access to Request for Proposal

The RFP is available electronically on the Midvale City's Website (www.midvalecity.org) and Utah Public Procurement Place. Midvale will accept submissions only through the U3P website.

B. RFP Coordination and Communication

Questions about this RFP must be submitted via U3P before the deadline to submit written questions as identified in the schedule of events. Under no circumstances should Midvale City staff be contacted directly. The intent behind this requirement is to ensure the same information is communicated and disseminated to all prospective respondents. Questions should clearly identify the relevant section and/or subsection of the RFP related to the question being asked. Questions received after the deadline will not be answered. The City will post its responses on U3P. Midvale is not responsible for delays caused by U3P.

C. Schedule of Events

Action	Date
Deadline for written questions and comments	9/12/2023 at 3pm MDT
Proposal Due	9/18/2023 at 3pm MDT
Committee Review	TBD
Interview of Finalist(s)	Optional
City Council Approval of Contract	TBD

D. RFP Amendments and Cancellation

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the RFP due date may be extended. The City reserves the right to cancel or re-issue the RFP. Midvale is not responsible to any bidder for any expenses incurred in preparing a proposal. A bidder prepares a proposal for this RFP at its sole risk.

E. Proposal Evaluation Criteria

An RFP evaluation committee, comprised of City staff, will review each proposal. The following weighted evaluation criteria will be used in selecting a suitable contractor(s):

Evaluation Criteria	Points
Project Experience	30
Project Team Experience	20
Project Understanding and Approach	20
Price Evaluation	30

The bidder with the overall highest point value may be awarded the contract. The City reserves the right to make no awards following this RFP. For specific criteria on which bidders will be evaluated, please refer to Exhibit A Evaluation Criteria.

F. Proposal Deadline and Submission

i. Proposal Close Date

The close date and time is September 18, 2023 at 3:00 pm MDT. The City will not be responsible for late submissions. No proposal will be accepted after the RFP closes. Corrections or modifications to submitted proposals after the deadline will not be considered, unless specifically requested by the City for purposes of clarifying the RFP.

ii. Proposal Submission

The following will apply to all proposals:

a. Proposals must address all questions in the RFP with supporting documents.
b. Cost submission must be submitted as a separate document (see Exhibit B-Pricing).
c. Proposals must be signed by the bidder (electronic signatures are acceptable) and in the case of a firm or company, by its President, Chief Executive, or an individual authorized to act on behalf of the firm or company. The name of the individual submitting the proposal must be provided.
d. No oral proposals or oral modification of an existing submitted proposal will be considered.
e. Under no circumstances are City staff or its elected officials permitted to comment on or have any involvement in the preparation of a proposal.
f. All written and electronic communications pertaining to this RFP shall be subject to disclosure pursuant to the Utah Government Records Access and Management Act (GRAMA). Proposals will be subject to disclosure under GRAMA only after they are no longer classified as protected under Utah Code § 63G-2-305(6).

iii. Proposal Format and Content

Proposals should be prepared as simply as possible. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Each

proposal must conform to the outlined format below. Be sure to provide an answer to each requirement as outlined in Exhibit A Evaluation Criteria. If a requirement does not pertain to your proposal, write "N/A" in your proposal. Proposals with blank sections may be deemed non-responsive.

Each proposal must conform to the outlined format as follows:

a. Include a cover letter describing your firm's history and background.
b. Provide your firm's name, address, email, and phone number.
c. Provide information on your firm's relevant experience and the type of professional services available.
d. Provide at least three examples of other cities for which you have created similar stormwater master plans. Include copies of their completed master plans.
e. For each professional service available in your firm, indicate how many full-time employees the firm has and any current work backlog.
f. Describe your project team's experience in providing professional engineering services in the following areas:
    1. Stormwater master planning for municipalities in Utah and the Salt Lake Valley.
    2. Assessing drainage problems, conceptualizing solutions, and providing cost estimates for construction and maintenance.
    3. Surveying practices, such as topographic surveys, data collection for storm sewers, and preparation of utility easement documents.
    4. Developing stormwater management codes and ordinances for future development, including storage, routing, and water quality requirements.
    5. Developing detailed design criteria and standards for stormwater management practices, including site design, conveyance systems, and treatment practices.
    6. Hydrologic and hydraulic analysis of existing storm sewer systems, waterways, and watershed areas and application for future development scenarios.
    7. Stormwater infrastructure maintenance projects and asset management programs.
    8. UPDES permit compliance programs.
f. Supply a list of sub-consultants with their proposed use on the project.
g. Describe your previous relationship with the listed sub-consultants, project names, dates, and contacts. (The lead firm must perform more than 50% of the work.)
h. Provide a point by point description of how your firm will provide an assessment of the stormwater system as detailed in the Scope of Work.
i. Provide a schedule demonstrating how your firm will accomplish the Scope of Work within the required timeframe.

j. Complete and submit the attached Pricing Worksheet found in Exhibit B.

Additional Information
The proposal may include any other information the bidder deems essential to the evaluation. This includes any proposed changes to the attached Sample Agreement found in Exhibit C.

G. Right to Purchase from Any Source
The City reserves the right to purchase from any source or sources any desired products or services relating to this request for proposals.

H. Incomplete Proposals
Failure to fully address the Scope of Services, submit required documents, or follow any of the listed conditions in this RFP may result in the proposal being disqualified. Such disqualification is at the sole discretion of the City, consistent with the purchasing ordinance and in the best interest of the City. Minor irregularities of the proposal may be waived at the discretion of the City.

I. Right to Reject Any or All Proposals
The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more proposals are deemed equal, the City reserves the right to make the award to one of the two bidders.

J. Withdrawal of Proposals
Proposals may be withdrawn any time before the proposal Due Date through U3P. Proposals cannot be changed or withdrawn after the Proposal Due Date.

K. Proposal Validity Period
Submission of a proposal will signify the bidder's agreement that the proposal is valid for 90 days from the Proposal Due Date specified in Section 5.F.i. Proposals should stipulate the expiration date of their quoted proposal.

L. Firm Prices-Price Guarantee
It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted shall be firm prices and not subject to increase during the term of a contractual agreement arising between the City and bidder as a result of said proposal, unless explicitly stated. Quoted prices must include any applicable federal or state tax.

M. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP is done at the sole cost and expense of each bidder and with the express understanding that no claims against the City for reimbursement will be accepted.

N. Public Records and Rights to Submitted Materials

All proposals, inquiries, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidder will become the property of Midvale City when received.

Midvale City is subject to the Government Records Access and Management Act (Utah Code Ann. § 63G-2-101, et seq.). Any documents collected under this RFP may be subject to public access. If a bidder believes any information should be held confidential under Utah Code Ann. §§ 63G-2-305(1) or (2), the bidder must clearly identify that information, submit a written claim of business confidentiality for that particular information, and include a concise, specific statement of the reasons supporting the claim of confidentiality pursuant to Utah Code Ann. § 63G-2-309(1). Bidders recognize that Midvale, as a government entity subject to the Government Records Access and Management Act, cannot guarantee the confidentiality of any submitted information.

O. No Collusion

By submitting a proposal, each bidder certifies that its submission is not the result of collusion or any other activity that would tend to, directly or indirectly, influence the selection process. The proposal will be used to determine the prospective bidder's capability or rendering the services to be provided.

P. Conflict of Interest

i. Employment

By submitting a proposal, each bidder represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a proposal.

ii. Compensation

By submitting a proposal, each bidder represents and warrants it has not provided any compensation or gift in any form, above that which is allowed by State or City code, whether directly or indirectly, to an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This

includes, but is not limited to, anyone involved in the City's drafting of the procurement and project documents or the City's selection of a proposal.

6. AGREEMENT

A. The Consultant will be required to enter into the attached written agreement with the City. A sample of this agreement can be found in Exhibit C. Bidders are expected to review the contract and, by submitting a bid, warrant to the City that they are willing to execute the contract if selected by the City. Any proposed changes to the contract must be submitted prior to the deadline for questions. The City reserves the right to modify the agreement at any time prior to the agreement's execution. The City does not anticipate making any substantive changes. It anticipates that if any changes are made, they will be made to facilitate an efficient implementation of the selected proposal.

B. Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the Consultant.

C. Insurance

General liability, automobile, professional liability, and workers' compensation insurance is required. The Consultant must retain, at a minimum, the following insurance coverages for the term of the contract:

i. Commercial General Liability: $1,000,000.00 combined single limit per occurrence and $3,000,000.00 aggregate.
ii. Automotive Liability: $1,000,000.00 combined single limit and $3,000,000 aggregate.
iii. Professional Negligence/Errors and Omissions: $1,000,000.00 per occurrence and $3,000,000 aggregate.
iv. Worker's Compensation Insurance (Part A) at Utah's statutory limits. Employer's Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee.

D. Independent Contractor

The successful bidder for these services shall perform the services as an independent contractor and not as an employee of the City.

E. Subcontractors

Subcontractors will be held to the same performance standards as the Bidder. Bidder shall maintain sole responsibility for subcontractors servicing the Agreement. Bidder is liable for performance of the Subcontractor(s) and is responsible for payment of any Subcontractor.

F. Federal, State, and Local Laws

The Consultant will be required to comply with all applicable laws, regulations, codes, standards, and ordinances during term of the awarded contract, including the following:

i. Discrimination

Bidders may not discriminate against any individual because of race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. Bidders may not use these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

ii. Status Verification System

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. § 63G-12-101 et seq., any entity contracting with a public employer is required to certify that it participates in the Status Verification System and complies with the Act.

iii. Boycotts

Pursuant to Utah Code Ann. § 63G-27-201, the bidder must certify that bidder is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. If awarded the contract, the bidder may not engage in a boycott of the State of Israel for the duration of the agreement. A bidder must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement.

EXHIBIT A
EVALUATION CRITERIA

All qualified proposals will be evaluated by a designated evaluation committee. A Contract will be awarded to the responsive responsible bidder whose proposal will be most advantageous to Midvale City.

1. Experience 30 Points
   A. Include a cover letter describing your firm's history and background.
   B. Provide information on your firm's relevant experience and type of professional services available.
   C. Please provide at least three examples of other cities you have created similar stormwater master plans for. Please include copies of their respective master plans.
   D. Describe your experience in providing professional engineering services in the following areas:
      i. Stormwater master planning for municipalities in Utah and the Salt Lake Valley.
      ii. Assessing drainage problems, conceptualizing solutions, and providing cost estimates for construction and maintenance.
      iii. Surveying practices, such as topographic surveys, data collection for storm sewers, and preparation of utility easement documents.
      iv. Developing stormwater management codes and ordinances for future development, including storage, routing, and water quality requirements.
      v. Developing detailed design criteria and standards for stormwater management practices, including site design, conveyance systems, and treatment practices.
      vi. Hydrologic and hydraulic analysis of existing storm sewer systems, waterways, and watershed areas and application for future development scenarios.
      vii. Stormwater infrastructure maintenance projects and asset management programs.
      viii. UPDES permit compliance programs.

2. Project Team Experience 20 Points
   A. Please provide your firm's available professional services and detail how many full-time employees the firm has per service and any current work backlog.
   B. Please supply a list of sub-consultants with their proposed use on the project.
   C. Please describe your previous relationship with the listed sub-consultants, project names, dates, and contacts. (The lead firm must perform more than 50% of the work.)

3. Project Understanding and Approach 20 Points
   A. Please provide a point by point description of how your firm will provide an assessment of the stormwater system as detailed in the Scope of Work in the RFP documents.
   B. Please provide a schedule demonstrating how your firm will accomplish the Scope of Work within the required timeframe.

4. Pricing 30 Points

A. Please complete the pricing sheet found in Exhibit B.

MIDVALE CITY COUNCIL

Meeting Date: December 6, 2023

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2023-R-49** consent to enter into an agreement with Salt Lake County for Community Development Block Grant Funds to support the Redevelopment Agency's Home Repair Loan Program

SUBMITTED BY: Meggie Troili, RDA Project Manager

CITIZEN'S AGENDA: Midvale City was awarded funding from Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program. The Council will consider a grant agreement for the funding.

SUMMARY: On December 19, 2022, Midvale City applied for a Community Development Block Grant (CDBG) through Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program (HRLP). On July 1st, 2023, Midvale City was awarded $100,000 in CDBG funding to support the Redevelopment Agency's Home Repair Loan Program. Salt Lake County and Midvale City have drafted an agreement for CDBG funds and Resolution No. 2023-49RDA will provide consent for Midvale City to enter into this agreement with Salt Lake County.

FISCAL IMPACT: An additional $100,000 in grant funding to support Agency and City housing initiatives.

STAFF RECOMMENDATION: RDA staff recommends suspending the rules in consideration of **Resolution No. 2023-R-49** providing consent to enter into an agreement with Salt Lake County for Community Development Block Grant funds to support the Redevelopment Agency Home Repair Loan Program.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2023-R-49,** providing consent to enter into an agreement with Salt Lake County for Community Development Block Grant Funds to Support the Redevelopment Agency's Home Repair Loan Program.

Attachments:
Resolution No. 2023-R-49
CDBG Agreement between Midvale City and Salt Lake County

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-49

A RESOLUTION PROVIDING CONSENT TO ENTER INTO AN AGREEMENT WITH SALT LAKE COUNTY FOR COMMUNITY BLOCK GRANT FUNDS TO SUPPORT THE REDEVELOPMENT AGENCY'S HOME REPAIR LOAN PROGRAM.

WHEREAS, on December 19, 2022, Midvale City applied for a Community Development Block Grant (CDBG) through Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program; and

WHEREAS, on July 1st, 2023, Midvale City was awarded $100,000 in CDBG funding through Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program; and

WHEREAS, Salt Lake County and Midvale City have drafted an agreement for CDBG funds; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the CDBG Subrecipient Pass-Through Agreement for HRLP between Midvale City and Salt Lake County attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 6th day of December 2023.

By: _____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

SALT LAKE COUNTY
County Contract No. **HCD23053CH**
CDBG Municipal
District Attorney No. **23CIV001834**
CFDA **# 14.218**
ZoomGrants™ RFP**# 4350**
ZoomGrants™ Application **# 423849**

1. PARTIES: This Subrecipient agreement ("Agreement") is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 ("County"), and **Midvale City Corporation** a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, ("Subrecipient" and/or "Provider"), UEI Number: SRDNLV6ZRXW8. County and Subrecipient may be referred to jointly as the "Parties" and individually as a "Party."

Subrecipient Contact Person: Marcus Stevenson / Mayor

2. PROJECT(S) OR ACTIVITIES: The activities or projects to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 49, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COST ($)
01.11CNTY49	**Midvale City Home Repair Loan Program (HRLP)**	**$ 100,000.00**

3. SUBAWARD INFORMATION: The following information is provided pursuant to 2 CFR 200.332(a)(1):

- **a.** Federal Award Identification No (FAIN): **B-23-UC-49-0001**
- **b.** Federal Award Date: **July 1, 2023**
- **c.** Total Amount of Federal Funds Obligated to Subrecipient by County: **$ 100,000.00**
- **d.** Total Amount of the Federal Award committed to Subrecipient: **$ 100,000.00**
- **e.** Is Award Research and Development: **No**
- **f.** Indirect Cost Rate for Federal Award for County: **N/A**

4. PERIOD OF PERFORMANCE:

Period of performance begins 7/1/2023
Period of performance terminates 6/30/2024
Agreement expires as of 8/31/2024

5. FUNDING AMOUNT: Total subgrant amount of One Hundred Thousand Dollars and No/100. ($ 100,000.00).

6. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED:

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

ATTACHMENT D: Statistical Report

ATTACHMENT E: Exhibit B -The Redevelopment Agency of Midvale City Home Repair Loan/Grant Program Overview.

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

Subrecipient Name:

MIDVALE CITY CORPORATION

By: _____

Title: _____

Date: _____

Attest:

Rori Andreason, City Recorder

SALT LAKE COUNTY

By: _____

Mayor or designee

Date: _____

Division Approval:

By: _____

Director or Designee

Reviewed and Advised as to Form and Legality:

_____

John E. Diaz
Deputy District Attorney
Salt Lake County

ATTACHMENT A:

GENERAL TERMS AND CONDITIONS

1. **Background.** County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant ("CDBG") Program pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"). County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects, as provided in the Rules and Regulations regulating CDBG program funds.

2. **Project Responsibility**. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Program matters and shall be responsible for the overall administration and management of that Program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in this Agreement. Substandard performance as determined by County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. **Project Budget**.

   A. A budget ("Budget(s)") must be prepared for each of the Project(s) subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). The Budget(s) must be approved by County and be attached to this Agreement when executed. The Project(s) Budget(s) shall be identified as Attachment C, with a sub-attachment number, if appropriate, for each Project(s). Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project(s) with the estimated cost of each of those elements equaling in sum total the fixed total Project(s) cost to be paid or reimbursed to Subrecipient for that Project(s).

   B. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project(s) Budget(s) as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount

of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in this Agreement, or result in a change in the scope, location, or beneficiaries of the Project(s), shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. **Eligible Costs**. All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. **Extension Periods**. This Agreement may be extended by written amendment at County's discretion, in increments the total of which do not exceed twenty-four (24) months, on the same terms and conditions and in such amount and budget as shall be attached to said Amendment. No extensions will be granted after expiration or termination of this Agreement.

6. **Time is of the Essence**. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. **Funding Amount**.

   A. Subject to the requirements of this Agreement County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) for all Project(s) undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost," or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended," and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

   B. Subrecipient must make a concerted, good-faith effort to expend the total subgrant amount within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated above without prior written amendment of this Agreement.

   C. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for Project(s) costs by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release, or transfer any unexpended amount back to County within thirty (30) days. Any Project(s) funds held by County at the end of the Period of Performance or refunded, released, or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

D. In the event that congressional action, HUD rules and regulations, or other lawful directive modify, or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work ("SOW") or cease expenditures hereunder as directed by Congress, HUD, County, or other lawful directive.

E. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

A. Subrecipient may request disbursement from County of that part of the funding amount relating to the Project(s), either on the basis of a lump sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.

B. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project(s) shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project(s) during the period for which payment is requested and upon compliance with Federal requirements.

C. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project(s) may be made by County if the nature of the Project(s) or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

D. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

E. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment and authorized in

accordance with this Agreement. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing.

9. Amendments.

A. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the Period of Performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

B. County may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation. However, it is solely the Subrecipient's obligation to remain in compliance with all aspects of this Agreement.

11. Additional Requirements.

A. Compliance.

(i) Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR part 570 and all incorporated and related Federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR part 200.

(ii) In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found online using the link listed below:

https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/

B. Independent Contractor. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under Federal, States and local laws, including but not limited to, those obligations

relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

C. **Licensing**. Subrecipient will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

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D. Indemnification. Subrecipient agrees to indemnify, defend and hold harmless County, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including Subrecipient, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

E. **Insurance for contracts over fifty thousand dollars ($50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

(i) **General Insurance Requirements for All Policies**.

(a) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

(b) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company*;*

—OR—

(2) Listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

(c) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

(d) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

(e) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

(f) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

(g) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

(h) In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

(ii) **Required Insurance Policies**. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

(a) Workers' compensation and employer's liability insurance sufficient to cover all Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah Code. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.) https://le.utah.gov/xcode/Title34A/Chapter2/34A-2-S103.html?v=C34A-2-S103_2017050920171231

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of one million dollars ($1,000,000.00) per occurrence with a two million dollars ($2,000,000.00) general policy aggregate and two million dollars ($2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

(c) Professional liability insurance with a minimum policy limit of one million dollars ($1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

(d) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars ($1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

(d) Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

F. **Bond Requirements**. If the Project(s) involves construction or rehabilitation costing twenty-five thousand ($25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

G. **Grantor Recognition**. Subrecipient shall ensure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. **Suspension or Termination**. Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR § 200.339 and § 200.340, by giving thirty (30) days' written notice to the other party of such termination. Partial terminations of the Project(s) set forth in Paragraph 3 may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR § 200.338 - § 200.342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

I. Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the

agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%).

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than fifteen (15) days and must be reviewed by the Made in America Office.

12. Administrative Requirements.

A. **Uniform Requirements**. The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-13.

B. **Other Program Requirements**. Subrecipient shall comply with the Program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR part 52.

C. **Financial Management**. Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles**. Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its Program in conformance with 2 CFR part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. **Documentation and Record-Keeping**.

A. **Records to be Maintained**. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

B. **Retention**. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.

C. **Client Data**. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

D. **Disclosure**. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without a lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. **Property Records**. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR Section 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years, the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR Section 200.343, are completed. Activities during this

close-out period shall include, but are not limited to, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to County) and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees, or the Federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR part 200, Subpart F.

16. Program Income.

A. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

B. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 19, entitled Reversion of Assets.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that Project, the beneficiaries of the Project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators and any CDBG program income received on that Project for the period preceding the report date.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all Program income in its possession which it has not returned to County and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

A. **Acquired with CDBG Funds**. All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

B. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

(i) All properties receiving improvement funds between twelve thousand five hundred dollars ($12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars ($99,999.00) must be used for eligible activities for five (5) years;

(ii) All properties receiving improvement funds between one hundred thousand dollars ($100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars ($199,999.00) must be used for eligible activities for ten (10) years;

(iii) All properties receiving improvement funds of two hundred thousand dollars ($200,000.00) or more must be used for eligible activities for fifteen (15) years;

C. If Subrecipient desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:

(i) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and

(ii) Ensure that the new use meets a CDBG national objective or reimburse County's CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.

D. The threshold amounts set forth in Subparagraph B above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods

set forth in Subparagraph B do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR part 200, Subpart D, except, to the extent that County's Purchasing Procedures are more restrictive, Subrecipient shall follow County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars ($5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

22. **Personnel & Participant Conditions**.

A. **Civil Rights**.

(i) Nondiscrimination and Equal Opportunity.

(a) Subrecipient and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(c) Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(d) Subrecipient will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to

Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(ii) **Excessive Force**.

(a) Subrecipient has had an opportunity to review and complies with County's policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and

(b) Subrecipient has had an opportunity to review and complies with County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

(iii) **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(iv) **Section 504**. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action.**

(i) **Approved Plan**. Subrecipient agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.

(ii) **WMBE**. Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. County may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

(iii) **Access to Records**. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(iv) **EEO/AA Statement**. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(v) "**Section 3" Compliance**. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under

no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The Subrecipient agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Subrecipient will not contract with any contractor or subcontractor where the Subrecipient has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(d) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(f) The Subrecipient will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to County and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 13 of this Agreement.

(g) Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(vi) **Subcontract Provisions**. Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, and 21(B), Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. **Labor Standards**.

(i) **Davis-Bacon**.

(a) For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars ($2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(b) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of two thousand dollars ($2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(ii) **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

D. **Contracting**.

(i) **Assignments and Contracting**. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by

Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements required by Paragraph 19 above and any applicable State laws and local government ordinances.

(ii) **Subcontracts**.

(a) **Approvals**. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(b) **Monitoring**. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) **Content**. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) **Selection Process**. Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(e) **Debarment and Suspension**. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

(f) **Subcontract Provisions**. Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, 21(B), Affirmative Action, 21(c) Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

E. Conduct.

(i) **Citizen Participation**. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

(ii) **Community Development Plan**. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate-income.

(iii) **Conflict of Interest**. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

(iv) **Ethical Standards**. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

(v) **Campaign Contributions**. Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

(vi) **Public Funds and Public Monies**.

(a) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived,

that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(b) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

(vii) **Lobbying**. Subrecipient hereby certifies that:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(d) This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000.00) and not more than one hundred thousand dollars ($100,000.00) for each such failure.

(viii) **Copyright**. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(ix) **Religious Organization**. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

(x) **Drug-Free Workplace**. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. **Environmental Conditions**.

A. **Air and Water**. Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

(i) Clean Air Act, 42 U.S.C., § 7401*, et. seq*.

(ii) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.

B. **Flood Disaster Protection**. In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608 and 24 CFR Part 35. Such

regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children aged six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. **Historic Preservation**. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

24. **Displacement, Relocation, Acquisition and Replacement of Housing**. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies). Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable State law, including Utah Code Annotated, §57-12-1 *et. seq*. (1953, as amended) and County ordinances, resolutions, and policies concerning the displacement of persons from their residences.

25. **Survival of Provisions**. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions, and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

26. **Employee Status Verification System**. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a State agency or a political subdivision of the State may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor

who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

ATTACHMENT B

PROJECT STATEMENT OF WORK
Salt Lake County Contract Number HCD23053CH

SUBRECIPIENT:	**Midvale City Corporation**
PROJECT:	**Midvale City Home Repair Loan Program (HRLP)**
PROJECT NO:	**01.11CNTY49**

Subrecipient shall perform or cause to be performed all work required for the Project(s) described in this Agreement and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this Attachment which contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

The particular work to be performed for this Project is as follows:

Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202

National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT

IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential

CPD Outcome Performance Measurement Information

Objective: Create Suitable Living Environments

Outcome: Affordability

Salt Lake County Outcome Performance Measurement Information

Priority: Affordable Housing

NATURE AND SCOPE OF PROJECT: The primary purpose of this agreement is to provide CDBG funding to the Redevelopment Agency (RDA) of Midvale City to support a home repair loan program (HRLP) that will be administered by Midvale City and NeighborWorks Salt Lake (NWSL) The activities include forgivable loans, housing counseling, and administrative costs as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (HRLP) which provide forgivable loans up to $15,000.00 to approximately 15 Households. Contracted services will be provided by NeighborWorks Salt Lake (NWSL).

HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale's city limits. Funds will be available on a first-come, first-served basis.

Inspections will be performed on all work to ensure that the needs of the clients are met before contractors are paid.

Additional, project-related costs may be included within the scope of this project and funded if submitted in writing by Subrecipient and approved by County and as long as such additional costs are not above the total expenditure limit specified in ATTACHMENT C.

Midvale City and NWSL will maintain a detailed record of each job and will provide both quarterly and annual reports on the work completed, and the clients served. NWSL will also document and track the benefit that clients actually receive from the program including, but not limited to, the metrics contained in the Statistical Report Attachment.

Repayment of the CDBG Investment

➢ This statement is to be in the documents for each activity for which CDBG assistance is provided. "If a home that received CDBG assistance is sold, the amount of the assistance will be fully or partially repaid during the affordability period. All funds received will be considered program income. The affordability period for all CDBG assisted activities will be based on the amount of CDBG funds invested, per the following schedule:

Per Unit CDBG Amount	Minimum Period of Affordability
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000	15 years

➢ All repayments of loans made with CDBG funds will be treated in accordance with the requirements of 24 CFR 570.426 Program Income. The Subrecipient shall return to Salt Lake County all repayments of CDBG funds.

Environmental Review

All housing programs are required to have an initial environmental review and release of funds by the County. Once an individual application is selected and approved for the housing program, a site-specific checklist must be completed and submitted to the County's Environmental Planner for review and approval prior to beginning any work on a property. Special attention should be paid to historic, noise, and floodplain requirements.

Subrecipient staff will understand and complete the Web-Based Instructional System for Environmental Review (WISER). These modules teach grantees how to understand and address all aspects of the environmental review process required for all HUD-assisted projects. This set of self-paced online learning modules can be completed in any order. Subrecipient will maintain records of modules completed by staff.

PROGRAM REQUIREMENTS:

Energy Star Requirements

All furnaces, with minor exceptions, windows, water heaters, appliances, and insulation will comply with Energy Star requirements.

Lead Based Paint requirements.

All projects or activities funded have to be in full compliance with Lead Based Paint requirements as stated in sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (24 CFR 35 Final Rule). NEIGHBORWORKS SALT LAKE, Inc., will contact Kenyon Consulting whenever a painted surface is to be disturbed in a home built before 1978.

Emergency Home Repairs: By definition, emergency repairs are exempt from these requirements as defined in 24 CFR 35.115 a (9): "For Emergency actions immediately necessary to safeguard against an imminent danger to human life, health or safety, or protect property from further structural damage (such as when a property has been damaged by collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of subparts B through R of this part does not apply".

Rehabilitation work that costs under $5,000: If there are more than 2 (interior) and/or 10 (exterior) square feet of area that is cracked and peeling, or if a painted surface is to be disturbed, the home was built before 1978, and the cost of the rehabilitation is under $5,000, paint chip samples shall be taken of cracked and peeling paint and/or the area to be disturbed. If lead-based paint is found to be present, then safe work practices shall be followed, and a clearance test taken and passed before workers and/or household members are allowed in the section of the house or the house where a painted surface was disturbed.

Rehabilitation work that costs from $5,000 to less than $25,000.00: All rehabilitation work that meets or exceeds $5,000 shall have a risk assessment completed by an outside agency selected with County approval. All work crews shall be certified by the State of Utah as a firm including individuals to supervise the work. The risk assessment shall follow the requirements listed in Salt Lake County's Lead Hazard Control Procedures and Policies.

Relocation related to lead hazard control work: A relocation statement shall be included in each project's work description. All the relocation steps mentioned in Salt Lake County's relocation plan shall be followed. All clearance inspections will be completed by individuals and firms that have been certified by the State of Utah.

GOAL STATEMENTS:

- Approximately fifteen (15) households will be assisted with a home repair loan.

Outcome Measurements:

Provider shall track and measure the metrics as identified in the Statistical Report (Attachment F). Provider will submit updates to the Statistical Report according to the quarterly reporting requirements specified below. Any requested changes from Provider to the statistical report must be submitted in writing by Provider and may be approved at the discretion of County staff in good faith and in writing.

Outreach:

Under agreement with HUD, Salt Lake County is to develop and implement an affirmative marketing and outreach strategy to specific target/demographic populations based on the share of the low- to moderate-income population in the service area. These include minority racial and ethnic groups, persons with disabilities, and single-headed households. HUD also expects outreach to extremely low, very low, and low-income populations. Depending on the activities or Projects, outreach to moderate-income populations will be made. Agencies providing services under contract with the County are expected to be involved in outreach to these groups. Agencies will report those served on a quarterly basis. These reports will be compiled for all service providers and compared to the composition of the County's population and the associated County goals. If the participation rate of a particular demographic segment is less than the representation in the general population of the county or otherwise does not meet the County's defined goals, HUD defines that as underrepresentation.

County will continue to work with Provider in collecting, reporting, and analyzing information on those being served. If areas of underrepresentation occur, Salt Lake County, in cooperation with Provider, will develop strategies to increase the participation rate of the underrepresented population segments.

Target Population: Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to $15,000.

Program location: Midvale City Corporation Physical Location is 7505 South Holden Street, Midvale City, UT 84047.

Program Service Provider and Location: NeighborWorks® Salt Lake
MURRAY OFFICE
4843 S Poplar Street
Murray, UT 84107

No vehicles will be operated in furtherance of the contract.

REPORTING: This Agreement requires timely progress reports from Subrecipients. Subrecipient will complete 1) a quarterly narrative and demographic report and 2) a quarterly statistical progress report. All reports must be submitted according to the timelines below. Reporting requirements are subject to change.

Required Report		Reporting Period	Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1st - September 30th, 2023	October 31st, 2023
	Q2	October 1st – December 31st, 2024	January 31st, 2024
	Q3	January 1st – March 31st, 2024	April 30th, 2024
Submit via online reporting tab in Smartsheets™	Q4	April 1st – June 30th, 2024	July 20th, 2024

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors. Subrecipient also agrees to require Section 3 compliance and reporting by all construction (sub)contractors hired for this project.

TIMETABLE: Program will run throughout the Agreement period. Outcomes will be achieved within the Agreement Period of Performance.

ATTACHMENT C

PROJECT BUDGET
Salt Lake County Contract Number HCD23053CH

SUBRECIPIENT:	**Midvale City Corporation**
PROJECT:	**Midvale City Home Repair Loan Program (HRLP)**
PROJECT NO:	**01.11CNTY49**

I. Estimated Total Project Cost: $ 250,100.00

II. Budgeted CDBG Expenditures:
- a. Contracted Administrative Costs $25,100.00
- b. Renovation and Rehabilitation
  - i. Low Interest and forgivable loans $74,900.00
    - a. Up to $15,000.00 per Household

TOTAL CDBG EXPENDITURES: $ 100,000.00

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources: Midvale City Corporation **$ 150,100.00**

In no case will reimbursement exceed Subrecipient's actual costs. The subrecipient will maintain records necessary for the justification and verification of such costs.

DAVIS BACON ACT: The Primary Contractor is required to provide copies of all payrolls to the Contracts Compliance Analyst on a weekly basis for each week when contract work is conducted. The Contracts Compliance Analyst will then manage these records on behalf of Salt Lake County.

The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individual's identification number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information will be provided in the designated format as submitted through the provided SmartSheet link.

REIMBURSEMENTS: Paragraph 8 "Methods of Disbursement" of Attachment A of this Agreement identifies the method for reimbursement of expenses to Subrecipient. Subrecipient may request disbursement from County of that part of the funding amount stated in Paragraph 7 of Attachment A relating to a particular Project(s), either on the basis of a lump-sum reimbursement of the Project(s) costs upon completion or on the basis of periodic reimbursement payments during the course of a Project(s) as the funds for that Project(s) are expended.

Subrecipients with facility or infrastructure improvements may request reimbursement from County as a lump sum upon completion of the Project(s) or may request progress payments during construction as the work is completed. Progress payments may be made during construction as long as the amount of the draw reflects the amount of the Project(s) completed and required Davis-Bacon Act and labor requirements have been met.

Services must be provided, or Project completed before the end of the Period of Performance of **June 30, 2024**. A final invoice must be received with payment issued before the **contract end date of August 31, 2024.**

All reimbursement requests will be submitted through the online County system referred to as ZoomGrants™. Back-up documentation of billed costs must be submitted with invoices unless otherwise notified by HCD. Subrecipient will maintain documentation of all expenditures and all Project(s) documentation on file but should not submit it with invoices unless requested. Invoices are required for facility or infrastructure-improvement Project(s).

In the event that a significant change in the scope of work is anticipated, Subrecipient should contact HCD as early as possible. Changes affecting budget line items require prior written authorization and may necessitate a contract amendment.

CFDA # 14.218

ATTACHMENT D

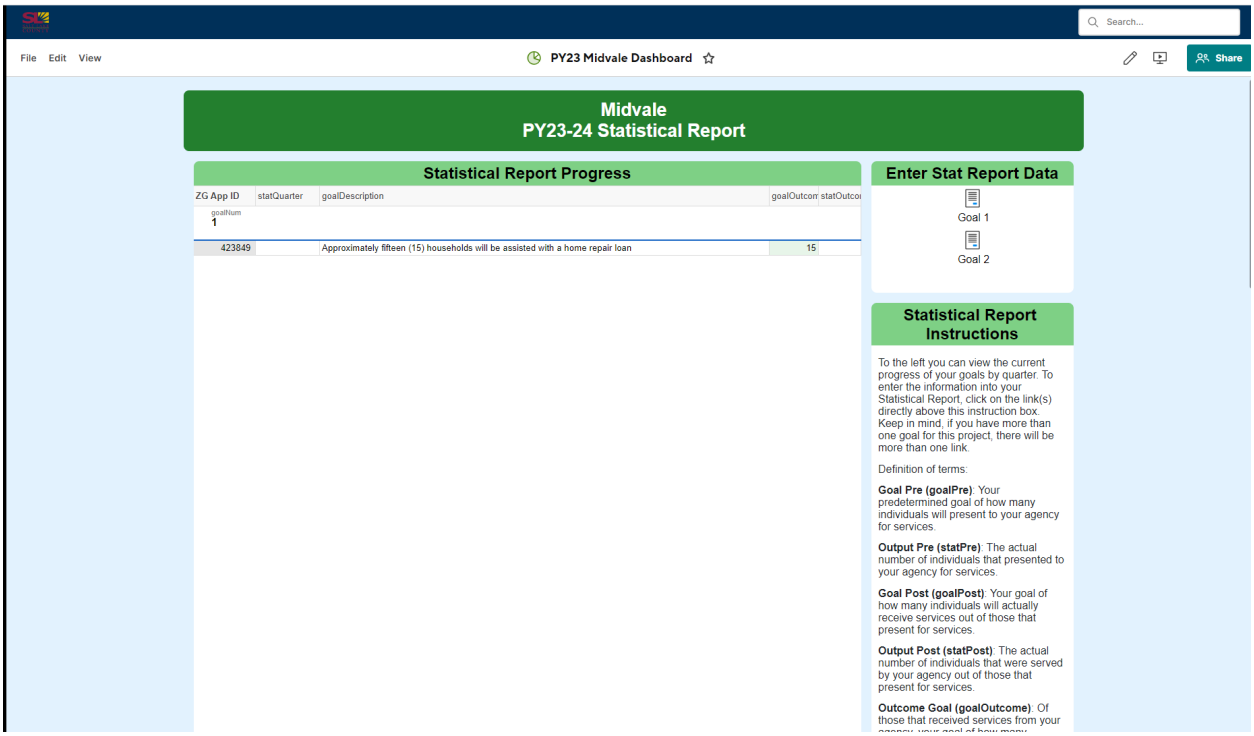
To

Salt Lake County Contract Number HCD23053CH

SUBRECIPIENT:	**Midvale City Corporation**
PROJECT:	**Midvale City Home Repair Loan Program (HRLP)**
PROJECT NO:	**01.11CNTY49**

Statistical Report

https://app.smartsheet.com/dashboards/J5fh7vCqM9PC3Frw6Mr4MJ3f4FvP3XqC9HW4q7V1



ATTACHMENT E

To

Salt Lake County Contract Number HCD23053CH

SUBRECIPIENT:	**Midvale City Corporation**
PROJECT:	**Midvale City Home Repair Loan Program (HRLP)**
PROJECT NO:	**01.11CNTY49**

EXHIBIT B

THE REDEVELOPMENT AGENCY OF MIDVALE CITY HOME REPAIR LOAN/GRANT PROGRAM

General Overview:
The Redevelopment Agency of Midvale City established the Home Repair Loan/Grant Program (HRLP) to provide additional income assistance for low- to moderate-income homeowners. HRLP is designed to provide funding for low- and moderate-income families for improvements to address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within the city limits of Midvale City. Funds are available on a first-come, first-served basis.

Midvale City General Plan and Housing Plan Goals & Strategies:
Midvale City and the Redevelopment Agency of Midvale City adopted a shared Housing Plan in 2019. The following are goals and strategies adopted by the City and the RDA as part of the Housing Plan and the City's General Plan.

Focus Programs on Households Making 80% AMI or Less: The City and the RDA shall focus incentive programs on households making 80% or less of AMI, which a significant portion of the City's households would qualify for income targeted programs. These households are the most likely to be housing cost-burdened and often lack the ability to find the housing that meets their needs. Supporting household stability through affordability can contribute to greater social mobility and improved quality of life for the affected residents, as well as making them more financially resilient when faced with short-term financial issues, such as the loss of a job.

Provide a Financial Incentive to Improve Homes: The City and the RDA shall establish a program to provide a financial incentive to improve the facades, structures, and systems of single-family homes throughout Midvale. A home repair incentive program could provide either a tax reimbursement through an annual program allocation or a zero-interest loan/grant to encourage homeowners and landlords to invest in their properties. This program would address issues of housing quality and neighborhood blight.

Owner/Home Eligibility:
To be eligible to participate in the HRLP, an applicant must meet the following requirements:

- 80% AMI or below (households, or applicant and co-applicant).
- Property must be located within Midvale City limits.
- Property must be a single-family home, town home, condominium, or manufactured home that is permanently affixed to land.
- The applicant must have owned the home for at least one year prior to requesting assistance.
- Each applicant is eligible once in a lifetime to receive HRLP assistance, regardless of change of addresses or /grant status.
- Applicant must be current on mortgage payments and taxes.
- There can be no liens on the property. Except a mortgage lien.
- The property must be the applicants' primary residence.
- All applicants must meet income guidelines.

Terms of Assistance:
A loan/grant under the HRLP is subject to the following terms:

- Term: 5-year forgivable loan/grant.
- 20% loan/grant reduction each year
- Rate: Below market (0% - 3%) 0%
- Must be (applicant) owner -occupied.
- A deed restriction will be applied to the property during the lifetime of the loan/grant.

Loan Limits:
Loan/grants can be any amount up to $15,000 at an interest rate of 0%. Loan/grant amounts cannot exceed 20% of the appraised value of the home or $15,000, whichever is lower.

Repayment of Grant:
Repayment of some or all the DPA loan will apply if the property is sold before 5 years elapses from the Closing date of the loan/grant.

Eligible Repairs:
The following repairs are eligible for HRLP Loan/grants:

- Health or safety hazards
- Accessibility modifications
- Code compliance
- Energy improvements
- Renovation improvements that do not become a permanent part of the real property are not eligible.

Home Improvement Grant Process:

1. Intake (Day 1)
    a. Client submits initial application through Program Vendor's website.

b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,

2. Application (Day 2-7)
   a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
   b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.

3. Site Visit (Day 3-14)
   a. Real estate development manager goes out to Client's property and assesses the scope of work for the Project.
   b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.

4. Submit Bids (Day 3 until bids are complete)
   a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
   b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.

5. Finalize Grant/Closing (Day 14-30)
   a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
   b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
   c. Client completes closing at the title company office.

6. Construction Work/Final Inspection (Day 30-90)
   a. Contractor completes project.
   b. NeighborWorks pays contractor for work.
   c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

Loan Policy

The Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy is attached and incorporated as part of this Midvale Home Replace Loan Program.

MIDVALE CITY COUNCIL

Meeting Date: December 6, 2023

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2023-R-50** Consent to Enter into a Pass-Through Agreement with The Redevelopment Agency of Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

SUBMITTED BY: Meggie Troili, RDA Project Manager

CITIZEN'S AGENDA: Midvale City received funding from Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program.

SUMMARY: Midvale City applied for and was awarded $100,000 in Community Development Block Grant funding from Salt Lake County to support the Redevelopment Agency's (RDA) Home Repair Loan Program (HRLP). **Resolution No. 2023-R-50** will provide consent for Midvale City to pass Community Development Block Grant funding to the RDA of Midvale City to support the HRLP. This pass-through agreement is necessary because the CDBG funds were awarded to the City, but the RDA administers the Home Repair Loan Program and holds the contract with the provider who implements the Home Repair Loan Program.

Salt Lake County distributes CDBG funding through a reimbursement process. Therefore, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

FISCAL IMPACT: $0

STAFF RECOMMENDATION: RDA staff recommends suspending the rules in consideration of **Resolution No. 2023-R-50** consent to Enter Into a Pass-Through Agreement with the Redevelopment Agency of Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2023-R-50** consent to Enter Into a Pass-Through Agreement with the Redevelopment

Agency of Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program."

Attachments:
Resolution No. 2023-R-50
CDBG Subrecipient Pass-Through Agreement for HRLP

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-50

A RESOLUTION PROVIDING CONSENT TO ENTER INTO A PASS-THROUGH AGREEMENT WITH THE REDEVELOPEMT AGENCY OF MIDVALE CITY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO SUPPORT THE REDEVELOPMENT AGENCY'S HOME REPAIR LOAN PROGRAM.

WHEREAS, on December 19, 2022 Midvale City applied for a Community Development Block Grant (CDBG) through Salt Lake County to support the Redevelopment Agency's (RDA) Home Repair Loan Program (HRLP); and

WHEREAS, on July 1st, 2023 Midvale City was awarded $100,000 in CDBG funding through Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program; and

WHEREAS, Midvale City now desires to pass CDBG funding to the Redevelopment Agency of Midvale City to support the Home Repair Loan Program; and

WHEREAS, Salt Lake County distributes CDBG funding through a reimbursement process; and

WHEREAS, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the CDBG Subrecipient Pass-Through Agreement for HRLP between Midvale City and the Redevelopment Agency of Midvale City attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 6th day of December 2023.

By: _____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	"Aye"	"Nay"
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL
STAFF REPORT
12/06/2023

SUBJECT

Consider Resolution No. 2023-R-51 authorizing Mayor Stevenson to execute an agreement with MHTN Architects for the Fort Union Boulevard Corridor Study.

SUBMITTED BY

Wendelin Knobloch, Planning Director

BACKGROUND AND OVERVIEW

This agenda item authorizes Mayor Stevenson to execute an agreement with MHTN architects to serve as the consultant for the Fort Union Boulevard Corridor Study.

Over 90% of this study will be funded through a previously secured UDOT Technical Planning Assistance Program grant in the amount of $105,000 with a local match of $10,000 that has already been budgeted.

The Fort Union Boulevard Corridor Study has five objectives that focus on:

1. Connectivity for all users.
2. Policies and regulatory framework to promote reinvestment.
3. Creation of character districts to establish a sense of place.
4. Improvement of corridor aesthetics.
5. Maximization of the project budget.

This study will actively involve the City Council and give timely policy direction for ongoing improvements of this important asset.

STAFF RECOMMENDATION

Staff recommends approval of the motion to authorize Mayor Stevenson to execute an agreement with MHTN Architects for the Fort Union Boulevard Corridor Study.

RECOMMENDED MOTION

I move to suspend the rules and approve Resolution No. 2023-R-51 authorizing Mayor Stevenson to execute an agreement with MHTN Architects for the Fort Union Boulevard Corridor Study.

CITIZEN AGENDA SUMMARY

This action item allows Mayor Stevenson to sign a contract with MHTN architects on behalf of Midvale City to purchase consulting services for a study to improve the Fort Union Boulevard Corridor.

ATTACHMENTS

1. Resolution
2. Fort Union Boulevard Corridor Services Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-51

A RESOLUTION AUTHORIZING MAYOR STEVENSON TO EXECUTE AN AGREEMENT WITH MHTN ARCHITECTS FOR THE FORT UNION BOULEVARD CORRIDOR STUDY

WHEREAS, Midvale City (City) received a UDOT Technical Planning Assistance Program grant to create a study for the Fort Union Boulevard corridor; and,

WHEREAS, the City solicited proposals from qualified bidders and determined that MHTN Architects is the responsive responsible bidder; and,

WHEREAS, the City has prepared the Fort Union Boulevard Corridor Study Services Agreement for signature by Mayor Stevenson.

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah to hereby approve the Fort Union Boulevard Corridor Study Services Agreement between Midvale City and MHTN Architects and authorize Mayor Stevenson to execute the agreement, subject to any additional terms and conditions approved by the Midvale City Attorney's Office.

APPROVED AND ADOPTED this 6th day of December 2023.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the Council:	"Aye"	"Nay"
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

Ft. Union Blvd. Corridor Study Services Agreement

This Agreement to provide a corridor study of Ft. Union Blvd. (7200 South) is executed on_____, 2023, by Midvale City, a Utah municipal corporation and a political subdivision of Utah, and MHTN Architects, a planning and urban design team ("Contractor", "Consultant").

Background

Midvale City is looking for a firm to provide a corridor study for the Fort Union Boulevard (7200 South) area in Midvale City ("Corridor," "Study Area," "Area") for the purpose of providing focused direction for improvements to urban design, land use, economic development, and active transportation along the corridor.

Midvale desires to (i) improve local and regional connectivity for all users along the Corridor, (ii) develop new policies and a regulatory framework to promote reinvestment in the Corridor, (iii) create a complimentary network of character districts to establish a sense of place, (iv) improve the aesthetic appearance of the Corridor, and (v) maximize the project budget to expand, improve, and complete the scope of work and implement the recommendations of the Final Report.

On August 23, 2023, Midvale issued Request for Proposal #MID23-125 for qualified bidders to provide a corridor study for the Ft. Union (7200 South) corridor in Midvale City. See Exhibit A.

Contractor represented to the City that it is qualified to provide a corridor study for the Ft. Union (7200 South) Corridor and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. **Scope of Services.** the Contractor agrees to provide a corridor study of the Ft. Union (7200 South) Corridor in Midvale City in accordance with the approach in Contractor's submitted proposal (attached as Exhibit B), and the following requirements:

A. **Meeting Presentations.** Throughout the project, Contractor will participate in scheduled presentations of the project to the Midvale City Planning Commission, City Council, and members of the public.

B. **Task 1 Project Management**
Task 1.1: Project Kick-off Meeting and Tour

The Consultant will coordinate a kick-off meeting and Study Area tour. The purpose of the kick-off meeting is to:

1. Define project goals and objectives.
2. Identify key project milestones or key event dates that may impact the project.
3. Schedule regular work sessions.

Task 1.2: Project Work Plan

The Consultant will work closely with the Project Management Team (a group of key City staff members) to develop a detailed work plan that will include the specific tasks to be completed and a schedule of key milestones.

Task 1.2.1: Public Engagement Plan

The Consultant will Work closely with the Project Management Team to produce a detailed public engagement plan defining key events, dates, methods of engagement, and strategies to maximize public participation in this project. The public engagement plan will include meetings conducted before, during, and after the drafting of the Corridor Study. These meetings will include Midvale City Council meetings, Planning Commission meetings, public open houses, and stakeholder meetings.

Task 1.3: Regular Team Work Sessions

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

Task 1 Deliverables

1. Summary of project goals and objectives from Kick-off Meeting.
2. Final Project Work Plan.

C. **Task 2 Comprehensive Analysis**

Task 2.1: Existing Plan Assessment

Many existing plans, zones, and regulations impact the Study Area. The Consultant will review each plan, zone, and regulation and summarize the relevant goals, objectives, policies, and proposed projects that are relevant to the Study Area.

Task 2.2: Existing Conditions Analysis

The Consultant will produce a comprehensive assessment of the current conditions of the Study Area. The analysis will include four assessments that together provide a holistic understanding of the key challenges and opportunities along the Corridor as follows.

Task 2.2.1: Urban Design Assessment

The Consultant will conduct a review of the roadway and land use contexts within the Corridor (within 1000’ from centerline). This will help refine the urban typology work in the Corridor Area and provide a framework for context-sensitive design solutions contained in the Toolbox described in Task 5. The Corridor is not uniform, so it is important to understand what areas are most likely

to transform. These transformation areas will help identify demonstration site locations in Task 5.

Task 2.2.2: Mobility Assessment
The Consultant will conduct a mobility assessment, including walking tours and GIS-based mobility assessments, to locate and understand where barriers and challenges exist for multiple transportation modes. This analysis will help define the design and engineering solutions being considered at the public workshop, tested in the scenarios, and illustrated in the Toolbox.

Task 2.2.3: Infill and Redevelopment Assessment
The Consultant will identify parcels ideally suitable for redevelopment in the short- to medium-term. Using pro forma models and local, submarket rents and costs, the Consultant will estimate which parcels have the highest potential for change. This analysis will be helpful as the project team considers which three demonstration sites have the best chances of success.

Task 2.2.4: Zoning and Regulatory Assessment
The Consultant will review existing regulatory controls and identify major regulatory hurdles that prevent desired building types from being financially, legally, or otherwise infeasible.

Task 2.3: Economic Development Study
The Consultant will conduct a thorough economic analysis of the Area. Key findings will include the Area's contribution to the City in terms of jobs, median wages, taxable sales, and its mix of uses (light industrial, office, retail, service, etc.). The analysis will also provide information on available leasable space, median cost per square foot to lease or buy commercial space, market trends within and around the Area, and recommendations for future commercial uses within the Area based on a market study. The City conducted a comprehensive sales tax leakage study in 2020 that contains useful and relevant data.

Task 2.3.1: Economic Impact Study
The Consultant will compile a report illustrating the Area's economic impact on the City. The report will include an analysis of the current uses and mix for the Area, including how many square feet of space serves each usage type (light industrial, office, retail, service, etc.). The report will then provide an estimate of the number of jobs within the Area, which land use type is supported by the jobs, and an estimate of median wage by land use type.

Task 2.3.2: Land Use and Market Study
The Consultant will compile a report illustrating the current and recommended future uses for land within the Area. The report will first state the current amount of leasable square feet for light industrial, commercial, and residential space and the median price to lease or buy the available space by use type. The Consultant will then conduct a market study for the Area. The market study will identify

areas where the Corridor is underserved and how much additional space dedicated to specific uses could fill gaps in services or amenities. Recommendations will be supported by current and forecasted regional market trends and will illustrate the economic impact of their incorporation on jobs, median wages, and taxable sales.

Task 2 Deliverables

1. Summary of existing plan goals and themes.
2. Existing Conditions Analysis Report.
3. Economic Development Study.

D. **Task 3: Refine Plan**

Task 3.1: Concept Plan

The Consultant will produce a concise and compelling Concept Plan that refines and adds detail to the existing Corridor plan in key areas. The Concept Plan should be both a resource and an inspiration for future implementation, and include an Action Plan with the required steps to realize the Corridor plan. The Concept Plan will include a clear vision statement, project goals, and design principles to be vetted through a public workshop process. The consultant will be responsible for carrying out the public workshop process agreed upon with Staff to engage and solicit feedback from the Planning Commission and City Council. The Concept Plan will further refine the priority action areas within the Corridor, which will help the Project Management Team decide on Demonstration Sites but also help prioritize locations for future implementation.

Task 3.1.1: Streetscape Design Evaluation Criteria

In developing the Concept Plan, the Consultant will work closely with the Project Management Team to develop the highest priority criteria for evaluating the Streetscape Design Concepts in Task 4.1. These criteria will form the basis for the evaluation matrix to be produced in Task 4.1. These can be refined during Tasks 3 and 4, but the team should begin to think about and define them early.

Task 3.2: Draft Action Plan

The Concept Plan will include an Action Plan that will act as a roadmap for implementation. The Action Plan will include detailed recommendations for short-, medium-, and long-term public realm and regulatory improvements.

In Task 3.2, the Consultant will provide a working draft of the Action Plan after refining the Concept Plan. The Action Plan will be further updated and refined as the process advances through Tasks 4 and 5. Ultimately, the final Action Plan will contain specific project lists and regulatory change recommendations needed for implementing the preferred Concept Plan.

Task 3.3: Public Workshop

The public is consistently a source of bold ideas and thoughtful solutions. Deriving recommended actions from public input helps build project trust, legitimacy, and, ultimately, the political support necessary for implementation.

The Consultant will conduct an engaging, hands-on public workshop to accomplish a range of objectives as follows:

1. Share the results of the Comprehensive Analysis to highlight key problems and focus areas.
2. Inspire the public with relevant case studies and design ideas.
3. Prioritize project goals for the Concept Plan.
4. Allow participants to provide hands-on input on street cross sections, urban design, and development preferences.
5. Assist the project team in defining the range of alternatives tested in the next phase.

Task 3 Deliverables:

1. Refined project goals and objectives.
2. Concept Plan
3. Draft Action Plan (finalized in Task 6)
4. One public workshop

E. **Task 4: Ft. Union Blvd. (7200 South) Alternatives Analysis Study**

Task 4.1: Streetscape Design Concepts

Develop a streetscape design and concepts for the Corridor by working closely with staff and using the themes that emerged from the public workshop.

Task 4.1.1: Best Practices Case Studies

The Consultant will vet a range of potential best practices to be included in the Alternatives Analysis Study by working closely with the Project Management Team and will detail up to eight examples of best practices. These best practices and additional design solutions will also be included in the Toolbox in Task 5.2.

Task 4.1.2: Conceptual Design Alternatives

The Consultant will produce a series of conceptual design alternatives for assessment by the Project Management Team. The design alternatives will span the entire Study Area and include clear mapped illustrations of the location of proposed changes and example cross section, urban design, or intersection illustrations for key sites or conditions.

Task 4.1.3: Comparative Assessment

The Consultant will finalize the list of evaluation criteria defined in Task 3.1.1. Each alternative will then be evaluated using a comparative assessment matrix. The evaluation will also include an assessment of the potential impact on surrounding land uses and development investment.

Task 4.2: Scenarios Analysis

The Consultant will produce at least three alternative land use and transportation scenarios for the entire Corridor based on public workshop feedback, the Streetscape Design Concepts and other policy or design objectives. These scenarios will be presented to the public as part of the Public Engagement Plan and will be evaluated on a range of indicators that are tied to the goals and objectives identified in the Concept Plan and public support.

Task 4 Deliverables:
1. Ft. Union Blvd. (7200 South) Alternatives Analysis Study.

F. **Task 5: Ft. Union Blvd. (7200 South) Design and Demonstration Sites**

Task 5.1: Demonstration Site Plans
The Consultant will produce Demonstration Site Plans with specific urban design concepts, cross sections, and other recommendations for each of the three demonstration sites. The Demonstration Site Plans will be focused on implementation and include specific recommendations, such as improved connections to adjacent neighborhoods, zoning and regulatory changes, and adjustments to transit.

The Consultant will conduct basic transportation evaluations to determine how different modes adequately accommodate each Plan area. In addition, the Consultant will work closely with the UDOT traffic staff as they refine and test the traffic operations model (VISSIM).

Task 5.2: Urban Design and Roadway Design Toolbox
The Consultant will provide a set of roadway, intersection, urban design, and regulatory ideas and illustrations necessary to support implementation of the plan over time. This Toolbox will respond to specific issues identified earlier in the process and present a range of feasible solutions.

Task 5.3: Open House
The Consultant will conduct a large public event in the form of an interactive Open House. This is an opportunity to share the plan content and get final feedback before the Final Report is written. The Open House will also be an important media event and allow the team to showcase key aspects of the vision for the Corridor, the Streetscape Design Concepts, and the detailed Demonstration Site Plans.

Task 5 Deliverables:
1. Demonstration Site Plans (3).
2. Urban Design and Roadway Design Toolbox.
3. Open House.

G. **Task 6: Design Development and Final Report**

Task 6.1: Final Report
The Final Report will be a comprehensive but highly readable and graphically rich summary of the work completed and will present a clear and compelling vision for

the entire corridor. The Final Report will provide illustrations and design solutions that will help the City implement the vision for years to come. More detailed and focused portions of the Final Report, like the Demonstration Site Plans, will be "mini-plans" in themselves, focused on implementing the demonstration sites within the Corridor.

The Consultant will work closely with the Project Management Team to determine the best format for the report sections. The Consultant will provide a document capable of ensuring the plan is easily accessible, engaging, and aesthetically pleasing.

Task 6.1.1: Final Action Plan for Preferred Concept Plan
The Final Action Plan will include the project lists and regulatory change recommendations necessary to implement the preferred Concept Plan. The actions will be organized on maps and on easy-to-read tables and include illustrative examples (diagrams and pictures). The actions will be organized into short-, medium-, and long-term steps with estimated timelines for implementation provided for each step.

Task 6.1.2: Preliminary Engineering Designs and Cost Estimates
The Consultant will produce detailed concept designs and cost estimates for the three demonstration sites that can be used immediately to seek implementation funding. The Consultant will provide cost estimates (minus any right of way) for proposed alternatives and identify and document all exceptions and deviations that will need vetting with UDOT. If fatal flaws are identified, including utility and right of way, these will be clearly documented and defined. All alternatives will be geo-referenced and compatible for future GIS analysis.

Task 6 Deliverables:
1. Final Report.
2. Final Action Plan.
3. Preliminary Engineering Designs and Cost Estimates.

H. **Task 7: Regulatory Framework**
Task 7.1: Zoning Ordinance
It is anticipated that a new regulatory framework for the Study Area will be required as one of the implementation steps. The Consultant will prepare a new zoning ordinance for the Corridor in consultation with the Planning Commission and City Council and assist in its implementation.

Task 7 Deliverables:
1. New Zoning Ordinance.

J. Approach. See Exhibit B for submitted proposal and approach.

2. Term. The Agreement will take effect on the date of execution. Unless otherwise terminated, all the deliverables in Section 1 will be complete and delivered by August 30,

2024. The Agreement will terminate upon acceptance of all of the deliverables by the City. This Agreement may not be automatically renewed.

3. **Compensation.** Midvale agrees to pay the Contractor a total of $115,000.00 for performed Services under Section 1 of this Agreement. No additional compensation will be provided.

4. **Payment.**

A. **Invoices.** Contractor must submit invoices for payment to Midvale on a monthly basis. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, and the total extended dollar amount.

B. **Payment.** Midvale will issue payments to Contractor, for any uncontested charges, within 30 days after receipt of invoices for up to $65,000. The final $50,000 shall be paid to Contractor only after all deliverables have been provided and accepted by the City, and a final invoice received. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

5. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
B. a change in available funds affects the City's ability to pay under this Agreement; or
C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

6. **Standard of Care.** The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions. Contractor further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements.

7. **Indemnification.**

A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from Contractor's or any subcontractor's performance under this

Agreement. This includes, but is not limited to, misconduct or illegal behavior by an employee, subcontractor, or agent of the Contractor, property damage, and injuries or death to employees, subcontractors, and members of the public caused by the Contractor. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorneys' fees and costs) caused by the City's sole negligence or willful misconduct.

B. Midvale. Midvale agrees to indemnify and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from the City's sole negligence or willful misconduct in performing under this Agreement.

C. Survival. The provisions of this Section will survive the termination of this Agreement.

8. Government Immunity. Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. Default. In the event of a default under this Agreement, the non-defaulting Party may:

A. Suspend the Contractor's performance under this Agreement until the default is corrected;
B. Withhold payment until the default is corrected;
C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. Termination.

A. Default. This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in this Section.

B. Convenience. This Agreement may be terminated for convenience by either Party by providing 30 days written notice to the other Party.

C. Compensation. Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

A. Good faith negotiations between the Parties;
B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. The Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the City. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

14. Insurance. Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

i. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

ii. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

iii. **Professional Liability/Errors and Omissions.** The Contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.

iv. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. Proof of Insurance. The Contractor must provide a certificate of insurance and copy of an insurance policy that meets the requirements of this Section to Midvale five days after a request by the City. If no request has been made by the City, the Contractor must provide a copy of a certificate of insurance and an insurance policy that meets the requirements of this Section to the City no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. Cancellation/Expiration. The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

D. Additional Insured. The Contractor must add Midvale as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.

E. Primary, Noncontributory. Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. Material Breach. The Contractor's failure to maintain insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement.

Midvale may immediately terminate this Agreement and seek any other appropriate remedies.

15. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

16. **Boycotts.** Pursuant to Utah Code Ann. § 63G-27-201, Contractor is required to certify that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor may not engage in a boycott of the State of Israel for the duration of the agreement. Contractor must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

17. **Government Records Access and Management Act.** Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the City in conjunction with any public records request. This obligation will survive any suspension or termination this Agreement.

18. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to Midvale as a result of Contractor's failure to timely perform the services required under this Agreement.

19. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

20. **Conflicts of Interest.**

A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates

who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.

B. Gift. The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

21. Notice. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Comm. Dev. Director
7505 S. Holden Street
Midvale, UT 84047

Contractor
MHTN
Attn: Ryan Wallace
280 S. 400 W. Ste. 250
Salt Lake City, UT 84101
(801) 595-6700
ryan.wallace@mhtn.com

With a copy to:
Midvale City
Attn: Procurement/Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

22. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

23. Subcontractors. Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The agreement between Contractor and any subcontractor will make the subcontractor subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The City will accept invoices from only the Contractor and will make payments to only the Contractor for Services.

24. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.

25. **Performance Evaluation.** Midvale may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.

26. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval. This provision will survive termination of the Agreement.

27. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

28. **Ownership of Intellectual Property.** Midvale and the Contractor each recognize that each has no right, title, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the City.

29. **Amendments/Modifications.** This Agreement may be modified by the mutual written agreement of the Parties only. Any such amendment will be attached to this Agreement.

30. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.

31. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

32. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.

33. **Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.

34. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Midvale City and Contractor have read and understand the terms of this Ft. Union Blvd. Corridor Study Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY:

_____

Marcus Stevenson, Mayor Date

ATTEST:

_____

Rori L. Andreason, City Recorder Date

MHTN ARCHITECTS:

_____

Peggy McDonough, President Date

EXHIBIT A

REQUEST FOR PROPOSALS (RFP)
Fort Union Corridor Study
for

MIDVALE CITY
7505 SOUTH HOLDEN STREET
MIDVALE, UT 84047
801-567-7237

Proposals shall be submitted electronically to U3P (Utah Public Procurement Place) no later than September 20, 2023, 3:00 P.M. (MDT)

I. INTRODUCTION

Midvale City is soliciting written requests for proposals from qualified bidders to provide a corridor study for the Fort Union Boulevard (7200 South) area (the "Corridor", "Study Area" or "Area"), to provide focused direction for improvements to urban design, land use, economic development, and active transportation along the Corridor.

The Corridor study will deliver a menu of land use and planning goals to enhance mobility, identity, safety, character, aesthetics, and economic development along Ft. Union Blvd. (7200 South) and a regulatory framework for implementation. Following the study and subject to City Council approval, Midvale plans to implement the recommendations by adopting a new zoning ordinance for the Corridor and use the study to support future City investments in the Area.

II. OBJECTIVES

A. Improve local and regional connectivity for all users along the Corridor.
B. Develop new policies and a regulatory framework to promote reinvestment in the Corridor.
C. Create a complimentary network of character districts to establish a sense of place.
D. Improve the aesthetic appearance of the Corridor.
E. Maximize the project budget to expand, improve, and complete the scope of work and implement the recommendations of the Final Report.

III. BUDGET

The total project budget is $115,000.

IV. SCOPE OF WORK

The City has provided the following Scope of Work as a starting point for the Corridor study. The project consultant will be expected to participate in scheduled presentations of the project to the Planning Commission, City Council, and members of the public throughout the Project. Project consultants are encouraged in their proposals to expand upon this Scope of Work and identify ways the project consultant can maximize the project budget to achieve the identified objectives for this Project, improve the quality and/or scope of the tasks and their respective deliverables, and/or begin implementation of the recommendations in the Final Report.

A. Task 1 Project Management

Task 1.1: Project Kick-off Meeting and Tour

The consultant will coordinate a kick-off meeting and Study Area tour. The purpose of the kick-off meeting is to:

1. Define project goals and objectives.
2. Identify key project milestones or key event dates that may impact the project.
3. Schedule regular work sessions.

Task 1.2: Project Work Plan
The consultant will work closely with the Project Management Team (a group of key City staff members) to develop a detailed work plan that will include the specific tasks to be completed and a schedule of key milestones.

Task 1.2.1: Public Engagement Plan
The consultant will work closely with the Project Management Team to produce a detailed public engagement plan defining key events, dates, methods of engagement, and strategies to maximize public participation in this project. The public engagement plan will include meetings conducted before, during, and after the drafting of the corridor study. These meetings will include City Council meetings, Planning Commission meetings, public open houses, and stakeholder meetings.

Task 1.3: Regular Team Work Sessions
The consultant will participate in regular meetings with the Project Management Team to collaborate on deliverables or share analysis results and findings.

Task 1 Deliverables
1. Summary of project goals and objectives from Kick-off Meeting.
2. Final Project Work Plan.

B. Task 2 Comprehensive Analysis

Task 2.1: Existing Plan Assessment
Many existing plans, zones, and regulations impact the Study Area. The consultant will review each plan, zone, and regulation and summarize the relevant goals, objectives, policies, and proposed projects that are relevant to the Study Area.

Task 2.2: Existing Conditions Analysis
The consultant will produce a comprehensive assessment of the current conditions of the Study Area. The analysis will include four assessments that together provide a holistic understanding of the key challenges and opportunities along the Corridor as follows.

Task 2.2.1: Urban Design Assessment
The consultant will conduct a review of the roadway and land use contexts within the Corridor (within 1000’ from centerline). This will help refine the urban typology work in the Corridor Area and provide a framework for context-sensitive design solutions contained in the Toolbox described in Task 5. The Corridor is not uniform, so it is important to understand what areas are most likely to transform. These transformation areas will help identify demonstration site locations in Task 5.

Task 2.2.2: Mobility Assessment
The consultant will conduct a mobility assessment, including walking tours and GIS-based mobility assessments, to locate and understand where barriers and challenges exist for multiple transportation modes. This analysis will help define the design and engineering solutions being considered at the public workshop, tested in the scenarios, and illustrated in the Toolbox.

Task 2.2.3: Infill and Redevelopment Assessment
The consultant will identify parcels ideally suitable for redevelopment in the short- to medium-term. Using pro forma models and local, submarket rents and costs, the consultant will estimate which parcels have the highest potential for change. This analysis will be helpful as the project team considers which three demonstration sites have the best chances of success.

Task 2.2.4: Zoning and Regulatory Assessment
The Consultant will review existing regulatory controls and identify major regulatory hurdles that prevent desired building types from being financially, legally, or otherwise infeasible.

Task 2.3: Economic Development Study
The consultant will conduct a thorough economic analysis of the Area. Key findings will include the Area's contribution to the City in terms of jobs, median wages, taxable sales, and its mix of uses (light industrial, office, retail, service, etc.). The analysis will also provide information on available leasable space, median cost per square foot to lease or buy commercial space, market trends within and around the Area, and recommendations for future commercial uses within the Area based on a market study. The City conducted a comprehensive sales tax leakage study in 2020 that contains useful and relevant data.

Task 2.3.1: Economic Impact Study
The consultant will compile a report illustrating the Area's economic impact on the City. The report will include an analysis of the current uses and mix for the Area, including how many square feet of space serves each usage type (light industrial, office, retail, service, etc.). The report will then provide an estimate of the number of jobs within the Area, which land use type is supported by the jobs, and an estimate of median wage by land use type.

Task 2.3.2: Land Use and Market Study
The consultant will compile a report illustrating the current and recommended future uses for land within the Area. The report will first state the current amount of leasable square feet for light industrial, commercial, and residential space and the median price to lease or buy the available space by use type. The consultant will then conduct a market study for the Area. The market study will identify

areas where the Corridor is underserved and how much additional space dedicated to specific uses could fill gaps in services or amenities. Recommendations will be supported by current and forecasted regional market trends and will illustrate the economic impact of their incorporation on jobs, median wages, and taxable sales.

Task 2 Deliverables

1. Summary of existing plan goals and themes.
2. Existing Conditions Analysis Report.
3. Economic Development Study.

C. Task 3: Refine Plan

Task 3.1: Concept Plan

The consultant will produce a concise and compelling Concept Plan that refines and adds detail to the existing Corridor plan in key areas. The Concept Plan should be both a resource and an inspiration for future implementation, and include an Action Plan with the required steps to realize the Corridor plan. The Concept Plan will include a clear vision statement, project goals, and design principles to be vetted through a public workshop process. The consultant will be responsible for proposing a public workshop process to adequately engage and solicit feedback from the Planning Commission and City Council. The Concept Plan will further refine the priority action areas within the Corridor, which will help the Project Management Team decide on Demonstration Sites but also help prioritize locations for future implementation.

Task 3.1.1: Streetscape Design Evaluation Criteria

In developing the Concept Plan, the consultant will work closely with the Project Management Team to develop the highest priority criteria for evaluating the Streetscape Design Concepts in Task 4.1. These criteria will form the basis for the evaluation matrix to be produced in Task 4.1. These can be refined during Tasks 3 and 4, but the team should begin to think about and define them early.

Task 3.2: Draft Action Plan

The Concept Plan will include an Action Plan that will act as a roadmap for implementation. The Action Plan will include detailed recommendations for short-, medium-, and long-term public realm and regulatory improvements.

In Task 3.2, the consultant will provide a working draft of the Action Plan after refining the Concept Plan. The Action Plan will be further updated and refined as the process advances through Tasks 4 and 5. Ultimately, the final Action Plan will contain specific project lists and regulatory change recommendations needed for implementing the preferred Concept Plan.

Task 3.3: Public Workshop

The public is consistently a source of bold ideas and thoughtful solutions. Deriving recommended actions from public input helps build project trust, legitimacy, and, ultimately, the political support necessary for implementation.

The Consultant will conduct an engaging, hands-on public workshop to accomplish a range of objectives as follows:

1. Share the results of the Comprehensive Analysis to highlight key problems and focus areas.
2. Inspire the public with relevant case studies and design ideas.
3. Prioritize project goals for the Concept Plan.
4. Allow participants to provide hands-on input on street cross sections, urban design, and development preferences.
5. Assist the project team in defining the range of alternatives tested in the next phase.

Task 3 Deliverables:

1. Refined project goals and objectives.
2. Concept Plan
3. Draft Action Plan (finalized in Task 6)
4. One public workshop

D. Task 4: Ft. Union Blvd. (7200 South) Alternatives Analysis Study

Task 4.1: Streetscape Design Concepts

Develop a streetscape design and concepts for the Corridor by working closely with staff and using the themes that emerged from the public workshop.

Task 4.1.1: Best Practices Case Studies

The consultant will vet a range of potential best practices to be included in the Alternatives Analysis Study by working closely with the Project Management Team and will detail up to eight examples of best practices. These best practices and additional design solutions will also be included in the Toolbox in Task 5.2.

Task 4.1.2: Conceptual Design Alternatives

The consultant will produce a series of conceptual design alternatives for assessment by the Project Management Team. The design alternatives will span the entire Study Area and include clear mapped illustrations of the location of proposed changes and example cross section, urban design, or intersection illustrations for key sites or conditions.

Task 4.1.3: Comparative Assessment

The consultant will finalize the list of evaluation criteria defined in Task 3.1.1. Each alternative will then be evaluated using a comparative assessment matrix.

The evaluation will also include an assessment of the potential impact on surrounding land uses and development investment.

Task 4.2: Scenarios Analysis
The consultant will produce at least three alternative land use and transportation scenarios for the entire Corridor based on public workshop feedback, the Streetscape Design Concepts and other policy or design objectives. These scenarios will be presented to the public as part of the Public Engagement Plan and will be evaluated on a range of indicators that are tied to the goals and objectives identified in the Concept Plan and public support.

Task 4 Deliverables:
1. Ft. Union Blvd. (7200 South) Alternatives Analysis Study.

E. Task 5: Ft. Union Blvd. (7200 South) Design and Demonstration Sites

Task 5.1: Demonstration Site Plans
The consultant will produce Demonstration Site Plans with specific urban design concepts, cross sections, and other recommendations for each of the three demonstration sites. The Demonstration Site Plans will be focused on implementation and include specific recommendations, such as improved connections to adjacent neighborhoods, zoning and regulatory changes, and adjustments to transit.

The Consultant will conduct basic transportation evaluations to determine how different modes adequately accommodate each Plan area. In addition, the consultant will work closely with the UDOT traffic staff as they refine and test the traffic operations model (VISSIM).

Task 5.2: Urban Design and Roadway Design Toolbox
The Consultant will provide a set of roadway, intersection, urban design, and regulatory ideas and illustrations necessary to support implementation of the plan over time. This Toolbox will respond to specific issues identified earlier in the process and present a range of feasible solutions.

Task 5.3: Open House
The Consultant will conduct a large public event in the form of an interactive Open House. This is an opportunity to share the plan content and get final feedback before the Final Report is written. The Open House will also be an important media event and allow the team to showcase key aspects of the vision for the Corridor, the Streetscape Design Concepts, and the detailed Demonstration Site Plans.

Task 5 Deliverables:
1. Demonstration Site Plans (3).
2. Urban Design and Roadway Design Toolbox.

3. Open House.

F. Task 6: Design Development and Final Report

Task 6.1: Final Report

The Final Report will be a comprehensive but highly readable and graphically rich summary of the work completed and will present a clear and compelling vision for the entire corridor. The Final Report will provide illustrations and design solutions that will help the City implement the vision for years to come. More detailed and focused portions of the Final Report, like the Demonstration Site Plans, will be mini-plans in themselves, focused on implementing the demonstration sites within the Corridor.

The Consultant will work closely with the Project Management Team to determine the best format for the report sections. The Consultant will provide a document capable of ensuring the plan is easily accessible, engaging, and aesthetically pleasing.

Task 6.1.1: Final Action Plan for Preferred Concept Plan

The Final Action Plan will include the project lists and regulatory change recommendations necessary to implement the preferred Concept Plan. The actions will be organized on maps and on easy-to-read tables and include illustrative examples (diagrams and pictures). The actions will be organized into short-, medium-, and long-term steps with estimated timelines for implementation provided for each step.

Task 6.1.2: Preliminary Engineering Designs and Cost Estimates

The consultant will produce detailed concept designs and cost estimates for the three demonstration sites that can be used immediately to seek implementation funding. The Consultant will provide cost estimates (minus any right of way) for proposed alternatives and identify and document all exceptions and deviations that will need vetting with UDOT. If fatal flaws are identified, including utility and right of way, these will be clearly documented and defined. All alternatives will be geo-referenced and compatible for future GIS analysis.

Task 6 Deliverables:

1. Final Report.
2. Final Action Plan.
3. Preliminary Engineering Designs and Cost Estimates.

G. Task 7: Regulatory Framework

Task 7.1: Zoning Ordinance

It is anticipated that a new regulatory framework for the Study Area will be required as one of the implementation steps. The consultant will prepare a new zoning

ordinance for the Corridor in consultation with the Planning Commission and City Council and assist in its implementation.

Task 7 Deliverables:

1. New Zoning Ordinance.

V. RFP INFORMATION, PROPOSAL INSTRUCTIONS AND CONDITIONS

A. Access to Request for Proposal

The RFP is available electronically on the Midvale City's Website (www.midvalecity.org) and Utah Public Procurement Place (U3P). Midvale will accept submission only through U3P.

B. RFP Coordination and Communication

Questions about this RFP must be submitted via U3P before the deadline to submit written questions as identified in the schedule of events. Under no circumstance should Midvale City staff be contacted directly. The intent behind this requirement is to ensure the same information is communicated and disseminated to any prospective respondent. Questions should clearly identify the relevant section and/or subsection of the RFP related to the question being asked. Questions received after the deadline will not be answered. The City will post its responses on U3P. Midvale is not responsible for delays caused by U3P.

C. Schedule of Events

Action	Date
Deadline for written questions and comments	9/14/2023, at 3:00pm MDT
Proposal Due	9/20/2023, at 3:00pm MDT
Committee Review	TBD
Interview of Finalist(s)	TBD
City Council Approval of Contract	TBD

D. RFP Amendments and Cancellation

The City reserves the right to change the RFP schedule or issue amendments to the RFP at any time. In the event the City amends the RFP, the RFP due date may be extended. The City reserves the right to cancel or re-issue the RFP. Midvale is not responsible to any bidder for any expenses incurred in preparing a proposal. A bidder prepares a proposal for this RFP at its sole risk.

E. Proposal Evaluation Criteria

An RFP evaluation committee, comprised of City Staff, will review each proposal. The following weighted evaluation criteria will be used in selecting a suitable contractor(s):

Evaluation Criteria	Weighted Points
Project Team Experience	40

Evaluation Criteria	Weighted Points
Project Approach	40
Schedule	20

The bidder with the overall highest score may be awarded the contract. The City reserves the right to make no awards following this RFP. For specific criteria on which bidders will be evaluated, please refer to Exhibit A, Evaluation Criteria.

F. Proposal Deadline and Submission

1. Proposal Close Date

The close date and time is September 20, at 3:00 pm MDT. The City will not be responsible for late submissions. No proposal will be accepted after the RFP closes. Corrections or modifications to submitted proposals after the deadline will not be considered, unless specifically requested by the City for purposes of clarifying the RFP.

2. Proposal Submission

The following will apply to all proposals:

a. Proposals must address all questions in the RFP with supporting documents.
b. Proposals must be signed by the bidder (electronic signatures are acceptable) and in the case of a firm or company, by its President, Chief Executive, or an individual authorized to act on behalf of the firm or company. The name of the individual submitting the proposal must be provided.
c. No oral proposals, or oral modification of an existing submitted proposal will be considered.
d. Under no circumstances are City staff, or its elected officials, permitted to comment on or have any involvement in the preparation of a proposal.
e. All written and electronic communications pertaining to this RFP shall be subject to disclosure pursuant to the Utah Government Records Access and Management Act (GRAMA). Proposals will be subject to disclosure under GRAMA only after they are no longer classified as protected under Utah Code § 63G-2-305(6).

3. Proposal Format and Content

Proposals should be prepared as simply as possible. Emphasis should be concentrated on accuracy, completeness, and clarity of content. Each proposal must conform to the outlined format below. Be sure to provide an answer to each requirement as outlined in Exhibit A, Evaluation Criteria. If a requirement does not pertain to your proposal, write “N/A” in your proposal. Proposals with blank sections may be deemed non-responsive.

Each proposal must conform to the outlined format as follows:

a. Include a cover letter describing your firm's history and background.
b. Provide your firm's name, address, email, and phone number.
c. Describe the proposed team that would work with Midvale City and provide information about the qualifications and expertise of each team member.
d. Supply a summary of the support, research, compliance, assistance, and technical services your firm provides.
e. Describe your firm's background, experience, and qualifications in providing corridor studies.
f. Provide examples of similar studies completed for local governments and their associated deliverables.
g. Provide a point-by-point approach and describe how your firm will complete each task in the Scope of Work.
h. Describe how your firm will maximize the project budget, including how your firm will improve the quality and/or scope of the tasks and their respective deliverables, and/or seek to implement the Final Plan of the Corridor.
i. Provide a detailed timeline outlining each task and completion points.
j. Provide references.

The proposal may include any other information the bidder deems essential to the evaluation. This includes any proposed changes to the attached Sample Agreement found in Exhibit B.

G. Right to Purchase from Any Source

The City reserves the right to purchase from any source or sources any desired products or services relating to this request for proposals.

H. Incomplete Proposals

Failure to fully provide the requested information under Subsection V(F)(3), submit required documents, or follow any of the listed conditions in this RFP may result in the proposal being disqualified. Such disqualification is at the sole discretion of the City, consistent with the purchasing ordinance and in the best interest of the City. Minor irregularities of the proposal may be waived at the discretion of the City.

I. Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more proposals are deemed equal, the City reserves the right to make the award to one of the two bidders.

J. Withdrawal of Proposals

Proposals may be withdrawn any time before the proposal Due Date through U3P. Proposals cannot be changed or withdrawn after the Proposal Due Date.

K. Proposal Validity Period

Submission of a proposal will signify the bidder's agreement that the proposal is valid for 180 days from the Proposal Due Date specified in Section V(F)(1). Proposals should stipulate the expiration date of their quoted proposal.

L. Firm Prices-Price Guarantee

It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. The City will not provide any compensation above and beyond the project budget identified in this RFP.

M. Expenses of Proposal Preparation

Each proposal prepared in response to this RFP shall be done at the sole cost and expense of each proposing firm and with the express understanding that no claims against the City for reimbursement will be accepted.

N. Public Records and Ownership of Submitted Materials

All proposals, inquiries, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the bidder will become the property of Midvale City when received.

Midvale City is subject to the Government Records Access and Management Act (Utah Code Ann. §§ 63G-2-101 et seq.). Any documents collected under this RFP may be subject to public access. If a bidder believes any information should be held confidential under Utah Code Ann. §§ 63G-2-305(1) or (2), the bidder must clearly identify that information, submit a written claim of business confidentiality for that particular information, and include a concise, specific statement of the reasons supporting the claim of confidentiality pursuant to Utah Code Ann. § 63G-2-309(1). Bidders recognize that Midvale , as a government entity subject to the Government Records Access and Management Act, cannot guarantee the confidentiality of any submitted information.

O. No Collusion

By submitting a proposal, the prospective bidder certifies that its submission is not the result of collusion or any other activity that would tend to, directly or indirectly, influence the selection process. The proposal will be used to determine the prospective bidder's capability or rendering the services to be provided.

VI. AGREEMENT

A. Agreement

The selected bidder will be required to enter into the attached written agreement with the City. A sample of this agreement can be found in Exhibit B. Bidders are expected to review the contract and warrant to the City that they are willing to execute the contract if selected by the City. Any proposed changes to the contract must be submitted prior to the deadline for questions. The City reserves the right to modify the contract at any time prior to the contract's execution. The City does not anticipate making any substantive changes. It anticipates that if any changes are made, they will be made to facilitate an efficient implementation of the selected proposal.

B. Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected bidder.

C. Insurance

General liability, automobile, professional liability, and workers' compensation insurance is required. The selected bidder must retain, at a minimum, the following insurance coverages for the term of the contract:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence and $3,000,000 aggregate.
2. Automotive Liability: $1,000,000 combined single limit and $3,000,000 aggregate.
3. Professional Negligence/Errors and Omissions: $1,000,000 per occurrence and $3,000,000 aggregate.
4. Worker's Compensation Insurance (Part A) at Utah's statutory limits. Employer's Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee.

D. Independent Contractor

The successful bidder for these services shall perform the services as an independent contractor and not as an employee of the City.

E. Subcontractors

Subcontractor will be held to the same performance standards as the bidder. Bidder shall maintain sole responsibility for subcontractors servicing the Agreement. Bidder is liable for performance of the subcontractor(s) and is responsible for payment of any subcontractor.

VII. FEDERAL, STATE AND LOCAL LAWS

The selected bidder will be required to comply with all applicable laws, regulations, codes, standards, and ordinances during term of the awarded contract including the following:

A. Discrimination

Bidder may not discriminate against any individual because of race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. Bidder may not use these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

B. Status Verification System

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity contracting with a public employer is required to certify that it participates in the Status Verification System and complies with the Act.

C. Conflict of Interest

1. Employment

By submitting a proposal, bidder represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a proposal.

2. Compensation

By submitting a proposal, bidder represents and warrants it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, employee, board member, commission member, or agent of the City or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of the procurement and project documents or the City's selection of a proposal.

D. Boycotts

Pursuant to Utah Code Ann. § 63G-27-201, bidder must certify that bidder is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Bidder may not engage in a boycott of the State of Israel for the duration of the agreement. Bidder must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement.

EXHIBIT A
EVALUATION CRITERIA

1. Project Team Experience 40 Points

   A. Please supply a summary of the support, research, compliance, assistance, and technical services your firm provides.
   B. Please describe your firm's background in providing corridor studies.
   C. Please describe your firm's experience and qualifications providing corridor studies.
   D. Please describe the proposed team and the qualifications of personnel for this project.
   E. Please provide examples of similar studies completed for local governments and their associated deliverables.
   F. Please provide references.

2. Project Approach 40 Points

   A. Please provide a point-by-point approach to each task (1-7) outlined in the Scope of Work.
   B. Please describe how your firm will complete each task (1-7) outlined in the Scope of Work.
   C. Please describe how your firm will maximize the project budget, including how your firm will improve the quality and/or scope of the tasks and their respective deliverables, and/or seek to implement the recommendations in Final Report for the Corridor.

3. Schedule 20 Points

   A. Please provide a detailed timeline outlining each task and completion points. Points will be awarded for both the ability to finish the project in good time and for realistic timelines.

Ft. Union Blvd. Corridor Study Services Agreement

This Agreement to provide a corridor study of Ft. Union Blvd. (7200 South) is executed on_____, 2023, by Midvale City, a Utah municipal corporation and a political subdivision of Utah, and MHTN Architects, a planning and urban design team ("Contractor", "Consultant").

Background

Midvale City is looking for a firm to provide a corridor study for the Fort Union Boulevard (7200 South) area in Midvale City ("Corridor," "Study Area," "Area") for the purpose of providing focused direction for improvements to urban design, land use, economic development, and active transportation along the corridor.

Midvale desires to (i) improve local and regional connectivity for all users along the Corridor, (ii) develop new policies and a regulatory framework to promote reinvestment in the Corridor, (iii) create a complimentary network of character districts to establish a sense of place, (iv) improve the aesthetic appearance of the Corridor, and (v) maximize the project budget to expand, improve, and complete the scope of work and implement the recommendations of the Final Report.

On [RFP Issue Date], Midvale issued Request for Proposal # [RFP Number] for qualified bidders to provide a corridor study for the Ft. Union (7200 South) corridor in Midvale City.

Contractor represented to the City that it is qualified to provide a corridor study for the Ft. Union (7200 South) Corridor and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. **Scope of Services.** the Contractor agrees to provide a corridor study of the Ft. Union (7200 South) Corridor in Midvale City in accordance with the approach in Contractor's submitted proposal (attached as Exhibit A) and the following requirements:

   A. **Meeting Presentations.** Throughout the project, Contractor will participate in scheduled presentations of the project to the Midvale City Planning Commission, City Council, and members of the public.

   B. **Task 1 Project Management**

Task 1.1: Project Kick-off Meeting and Tour
The Consultant will coordinate a kick-off meeting and Study Area tour. The purpose of the kick-off meeting is to:

1. Define project goals and objectives.
2. Identify key project milestones or key event dates that may impact the project.
3. Schedule regular work sessions.

Task 1.2: Project Work Plan
The Consultant will work closely with the Project Management Team (a group of key City staff members) to develop a detailed work plan that will include the specific tasks to be completed and a schedule of key milestones.

Task 1.2.1: Public Engagement Plan
The Consultant will Work closely with the Project Management Team to produce a detailed public engagement plan defining key events, dates, methods of engagement, and strategies to maximize public participation in this project. The public engagement plan will include meetings conducted before, during, and after the drafting of the Corridor Study. These meetings will include Midvale City Council meetings, Planning Commission meetings, public open houses, and stakeholder meetings.

Task 1.3: Regular Team Work Sessions
The Consultant will participate in regular meetings with the Project Management Team to collaborate on deliverables or share analysis results and findings.

Task 1 Deliverables

1. Summary of project goals and objectives from Kick-off Meeting.
2. Final Project Work Plan.

C. **Task 2 Comprehensive Analysis**

Task 2.1: Existing Plan Assessment
Many existing plans, zones, and regulations impact the Study Area. The Consultant will review each plan, zone, and regulation and summarize the relevant goals, objectives, policies, and proposed projects that are relevant to the Study Area.

Task 2.2: Existing Conditions Analysis
The Consultant will produce a comprehensive assessment of the current conditions of the Study Area. The analysis will include four assessments that together provide a holistic understanding of the key challenges and opportunities along the Corridor as follows.

Task 2.2.1: Urban Design Assessment
The Consultant will conduct a review of the roadway and land use contexts within the Corridor (within 1000’ from centerline). This will help refine the urban typology work in the Corridor Area and provide a framework for context-sensitive design solutions contained in the Toolbox described in Task 5. The

Corridor is not uniform, so it is important to understand what areas are most likely to transform. These transformation areas will help identify demonstration site locations in Task 5.

Task 2.2.2: Mobility Assessment
The Consultant will conduct a mobility assessment, including walking tours and GIS-based mobility assessments, to locate and understand where barriers and challenges exist for multiple transportation modes. This analysis will help define the design and engineering solutions being considered at the public workshop, tested in the scenarios, and illustrated in the Toolbox.

Task 2.2.3: Infill and Redevelopment Assessment
The Consultant will identify parcels ideally suitable for redevelopment in the short- to medium-term. Using pro forma models and local, submarket rents and costs, the Consultant will estimate which parcels have the highest potential for change. This analysis will be helpful as the project team considers which three demonstration sites have the best chances of success.

Task 2.2.4: Zoning and Regulatory Assessment
The Consultant will review existing regulatory controls and identify major regulatory hurdles that prevent desired building types from being financially, legally, or otherwise infeasible.

Task 2.3: Economic Development Study
The Consultant will conduct a thorough economic analysis of the Area. Key findings will include the Area's contribution to the City in terms of jobs, median wages, taxable sales, and its mix of uses (light industrial, office, retail, service, etc.). The analysis will also provide information on available leasable space, median cost per square foot to lease or buy commercial space, market trends within and around the Area, and recommendations for future commercial uses within the Area based on a market study. The City conducted a comprehensive sales tax leakage study in 2020 that contains useful and relevant data.

Task 2.3.1: Economic Impact Study
The Consultant will compile a report illustrating the Area's economic impact on the City. The report will include an analysis of the current uses and mix for the Area, including how many square feet of space serves each usage type (light industrial, office, retail, service, etc.). The report will then provide an estimate of the number of jobs within the Area, which land use type is supported by the jobs, and an estimate of median wage by land use type.

Task 2.3.2: Land Use and Market Study
The Consultant will compile a report illustrating the current and recommended future uses for land within the Area. The report will first state the current amount of leasable square feet for light industrial, commercial, and residential space and the median price to lease or buy the available space by use type. The Consultant

will then conduct a market study for the Area. The market study will identify areas where the Corridor is underserved and how much additional space dedicated to specific uses could fill gaps in services or amenities. Recommendations will be supported by current and forecasted regional market trends and will illustrate the economic impact of their incorporation on jobs, median wages, and taxable sales.

Task 2 Deliverables

1. Summary of existing plan goals and themes.
2. Existing Conditions Analysis Report.
3. Economic Development Study.

D. **Task 3: Refine Plan**

Task 3.1: Concept Plan

The Consultant will produce a concise and compelling Concept Plan that refines and adds detail to the existing Corridor plan in key areas. The Concept Plan should be both a resource and an inspiration for future implementation, and include an Action Plan with the required steps to realize the Corridor plan. The Concept Plan will include a clear vision statement, project goals, and design principles to be vetted through a public workshop process. The consultant will be responsible for carrying out the public workshop process agreed upon with Staff to engage and solicit feedback from the Planning Commission and City Council. The Concept Plan will further refine the priority action areas within the Corridor, which will help the Project Management Team decide on Demonstration Sites but also help prioritize locations for future implementation.

Task 3.1.1: Streetscape Design Evaluation Criteria

In developing the Concept Plan, the Consultant will work closely with the Project Management Team to develop the highest priority criteria for evaluating the Streetscape Design Concepts in Task 4.1. These criteria will form the basis for the evaluation matrix to be produced in Task 4.1. These can be refined during Tasks 3 and 4, but the team should begin to think about and define them early.

Task 3.2: Draft Action Plan

The Concept Plan will include an Action Plan that will act as a roadmap for implementation. The Action Plan will include detailed recommendations for short-, medium-, and long-term public realm and regulatory improvements.

In Task 3.2, the Consultant will provide a working draft of the Action Plan after refining the Concept Plan. The Action Plan will be further updated and refined as the process advances through Tasks 4 and 5. Ultimately, the final Action Plan will contain specific project lists and regulatory change recommendations needed for implementing the preferred Concept Plan.

Task 3.3: Public Workshop

The public is consistently a source of bold ideas and thoughtful solutions. Deriving recommended actions from public input helps build project trust, legitimacy, and, ultimately, the political support necessary for implementation.

The Consultant will conduct an engaging, hands-on public workshop to accomplish a range of objectives as follows:

1. Share the results of the Comprehensive Analysis to highlight key problems and focus areas.
2. Inspire the public with relevant case studies and design ideas.
3. Prioritize project goals for the Concept Plan.
4. Allow participants to provide hands-on input on street cross sections, urban design, and development preferences.
5. Assist the project team in defining the range of alternatives tested in the next phase.

Task 3 Deliverables:

1. Refined project goals and objectives.
2. Concept Plan
3. Draft Action Plan (finalized in Task 6)
4. One public workshop

E. **Task 4: Ft. Union Blvd. (7200 South) Alternatives Analysis Study**

Task 4.1: Streetscape Design Concepts

Develop a streetscape design and concepts for the Corridor by working closely with staff and using the themes that emerged from the public workshop.

Task 4.1.1: Best Practices Case Studies

The Consultant will vet a range of potential best practices to be included in the Alternatives Analysis Study by working closely with the Project Management Team and will detail up to eight examples of best practices. These best practices and additional design solutions will also be included in the Toolbox in Task 5.2.

Task 4.1.2: Conceptual Design Alternatives

The Consultant will produce a series of conceptual design alternatives for assessment by the Project Management Team. The design alternatives will span the entire Study Area and include clear mapped illustrations of the location of proposed changes and example cross section, urban design, or intersection illustrations for key sites or conditions.

Task 4.1.3: Comparative Assessment

The Consultant will finalize the list of evaluation criteria defined in Task 3.1.1. Each alternative will then be evaluated using a comparative assessment matrix. The evaluation will also include an assessment of the potential impact on surrounding land uses and development investment.

Task 4.2: Scenarios Analysis
The Consultant will produce at least three alternative land use and transportation scenarios for the entire Corridor based on public workshop feedback, the Streetscape Design Concepts and other policy or design objectives. These scenarios will be presented to the public as part of the Public Engagement Plan and will be evaluated on a range of indicators that are tied to the goals and objectives identified in the Concept Plan and public support.

Task 4 Deliverables:
1. Ft. Union Blvd. (7200 South) Alternatives Analysis Study.

F. **Task 5: Ft. Union Blvd. (7200 South) Design and Demonstration Sites**

Task 5.1: Demonstration Site Plans
The Consultant will produce Demonstration Site Plans with specific urban design concepts, cross sections, and other recommendations for each of the three demonstration sites. The Demonstration Site Plans will be focused on implementation and include specific recommendations, such as improved connections to adjacent neighborhoods, zoning and regulatory changes, and adjustments to transit.

The Consultant will conduct basic transportation evaluations to determine how different modes adequately accommodate each Plan area. In addition, the Consultant will work closely with the UDOT traffic staff as they refine and test the traffic operations model (VISSIM).

Task 5.2: Urban Design and Roadway Design Toolbox
The Consultant will provide a set of roadway, intersection, urban design, and regulatory ideas and illustrations necessary to support implementation of the plan over time. This Toolbox will respond to specific issues identified earlier in the process and present a range of feasible solutions.

Task 5.3: Open House
The Consultant will conduct a large public event in the form of an interactive Open House. This is an opportunity to share the plan content and get final feedback before the Final Report is written. The Open House will also be an important media event and allow the team to showcase key aspects of the vision for the Corridor, the Streetscape Design Concepts, and the detailed Demonstration Site Plans.

Task 5 Deliverables:
1. Demonstration Site Plans (3).
2. Urban Design and Roadway Design Toolbox.
3. Open House.

G. **Task 6: Design Development and Final Report**

Task 6.1: Final Report

The Final Report will be a comprehensive but highly readable and graphically rich summary of the work completed and will present a clear and compelling vision for the entire corridor. The Final Report will provide illustrations and design solutions that will help the City implement the vision for years to come. More detailed and focused portions of the Final Report, like the Demonstration Site Plans, will be "mini-plans" in themselves, focused on implementing the demonstration sites within the Corridor.

The Consultant will work closely with the Project Management Team to determine the best format for the report sections. The Consultant will provide a document capable of ensuring the plan is easily accessible, engaging, and aesthetically pleasing.

Task 6.1.1: Final Action Plan for Preferred Concept Plan
The Final Action Plan will include the project lists and regulatory change recommendations necessary to implement the preferred Concept Plan. The actions will be organized on maps and on easy-to-read tables and include illustrative examples (diagrams and pictures). The actions will be organized into short-, medium-, and long-term steps with estimated timelines for implementation provided for each step.

Task 6.1.2: Preliminary Engineering Designs and Cost Estimates
The Consultant will produce detailed concept designs and cost estimates for the three demonstration sites that can be used immediately to seek implementation funding. The Consultant will provide cost estimates (minus any right of way) for proposed alternatives and identify and document all exceptions and deviations that will need vetting with UDOT. If fatal flaws are identified, including utility and right of way, these will be clearly documented and defined. All alternatives will be geo-referenced and compatible for future GIS analysis.

Task 6 Deliverables:
1. Final Report.
2. Final Action Plan.
3. Preliminary Engineering Designs and Cost Estimates.

H. **Task 7: Regulatory Framework**

Task 7.1: Zoning Ordinance
It is anticipated that a new regulatory framework for the Study Area will be required as one of the implementation steps. The Consultant will prepare a new zoning ordinance for the Corridor in consultation with the Planning Commission and City Council and assist in its implementation.

Task 7 Deliverables:
1. New Zoning Ordinance.

J. Approach. [Contractor's approach from proposal, if applicable.]

2. **Term.** The Agreement will take effect on **[DATE]**. Unless otherwise terminated, all the deliverables in Section 1 will be complete and delivered by **[DATE].** The Agreement will terminate upon acceptance of all of the deliverables by the City. This Agreement may not be automatically renewed.

3. **Compensation.** Midvale agrees to pay the Contractor a total of $115,000.00 for performed Services under Section 1 of this Agreement. No additional compensation will be provided.

4. **Payment.**

   A. Invoices. Contractor must submit invoices for payment to Midvale on a monthly basis. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, and the total extended dollar amount.

   B. Payment.
   Midvale will issue payments to Contractor, for any uncontested charges, within 30 days after receipt of invoices for up to $65,000. The final $50,000 shall be paid to Contractor only after all deliverables have been provided and accepted by the City, and a final invoice received. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

5. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

   A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
   B. a change in available funds affects the City's ability to pay under this Agreement; or
   C. the City Council fails to fully fund the Services.

   If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

6. **Standard of Care.** The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions. Contractor further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements.

7. **Indemnification.**

A. Contractor. Contractor agrees to indemnify, defend, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from Contractor's or any subcontractor's performance under this Agreement. This includes, but is not limited to, misconduct or illegal behavior by an employee, subcontractor, or agent of the Contractor, property damage, and injuries or death to employees, subcontractors, and members of the public caused by the Contractor. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorneys' fees and costs) caused by the City's sole negligence or willful misconduct.

B. Midvale. Midvale agrees to indemnify and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from the City's sole negligence or willful misconduct in performing under this Agreement.

C. Survival. The provisions of this Section will survive the termination of this Agreement.

8. Government Immunity. Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. Default. In the event of a default under this Agreement, the non-defaulting Party may:

A. Suspend the Contractor's performance under this Agreement until the default is corrected;
B. Withhold payment until the default is corrected;
C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. Termination.

A. Default. This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the

default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in this Section.

B. Convenience. This Agreement may be terminated for convenience by either Party by providing 30 days written notice to the other Party.

C. Compensation. Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

11. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

A. Good faith negotiations between the Parties;
B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

12. Laws and Regulations. At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

13. Relationship of Parties. The Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the City. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

14. **Insurance.** Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

i. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

ii. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate.

iii. **Professional Liability/Errors and Omissions.** The Contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.

iv. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least $1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. Proof of Insurance. The Contractor must provide a certificate of insurance and copy of an insurance policy that meets the requirements of this Section to Midvale five days after a request by the City. If no request has been made by the City, the Contractor must provide a copy of a certificate of insurance and an insurance policy that meets the requirements of this Section to the City no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. Cancellation/Expiration. The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

D. Additional Insured. The Contractor must add Midvale as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.

E. Primary, Noncontributory. Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

F. Material Breach. The Contractor's failure to maintain insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement and seek any other appropriate remedies.

15. Status Verification. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

16. Boycotts. Pursuant to Utah Code Ann. § 63G-27-201, Contractor is required to certify that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor may not engage in a boycott of the State of Israel for the duration of the agreement. Contractor must notify the City in writing if it begins engaging in an economic boycott during the term of the agreement, which may be grounds for termination of the agreement. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.

17. Government Records Access and Management Act. Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the City in conjunction with any public records request. This obligation will survive any suspension or termination this Agreement.

18. Time. For all Services, time is of the essence. The Contractor is liable for all reasonable damages to Midvale as a result of Contractor's failure to timely perform the services required under this Agreement.

19. Force Majeure. Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.

20. Conflicts of Interest.

A. Officer or Employee. The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.

B. Gift. The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

21. Notice. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Comm. Dev. Director
7505 S. Holden Street
Midvale, UT 84047

Contractor
[Contractor Name]
Attn: [Contractor Employee Name]
[Contractor Street Address]
[Contractor City, State, ZIP]
[Contractor Phone Number]
[Contractor Email Address]

With a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

22. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

23. Subcontractors. Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The agreement between Contractor and any subcontractor will make the

subcontractor subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The City will accept invoices from only the Contractor and will make payments to only the Contractor for Services.

24. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.

25. **Performance Evaluation.** Midvale may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.

26. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval. This provision will survive termination of the Agreement.

27. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

28. **Ownership of Intellectual Property.** Midvale and the Contractor each recognize that each has no right, title, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the City.

29. **Amendments/Modifications.** This Agreement may be modified by the mutual written agreement of the Parties only. Any such amendment will be attached to this Agreement.

30. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.

31. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its

scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

32. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.

33. **Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.

34. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Midvale City and Contractor have read and understand the terms of this Ft. Union Blvd. Corridor Study Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY

_____

Marcus Stevenson, Mayor Date

ATTEST:

_____

Rori L. Andreason, City Recorder Date

[CONTRACTOR NAME]

_____

[Name of Authorized Signer], [Title] Date

EXHIBIT B

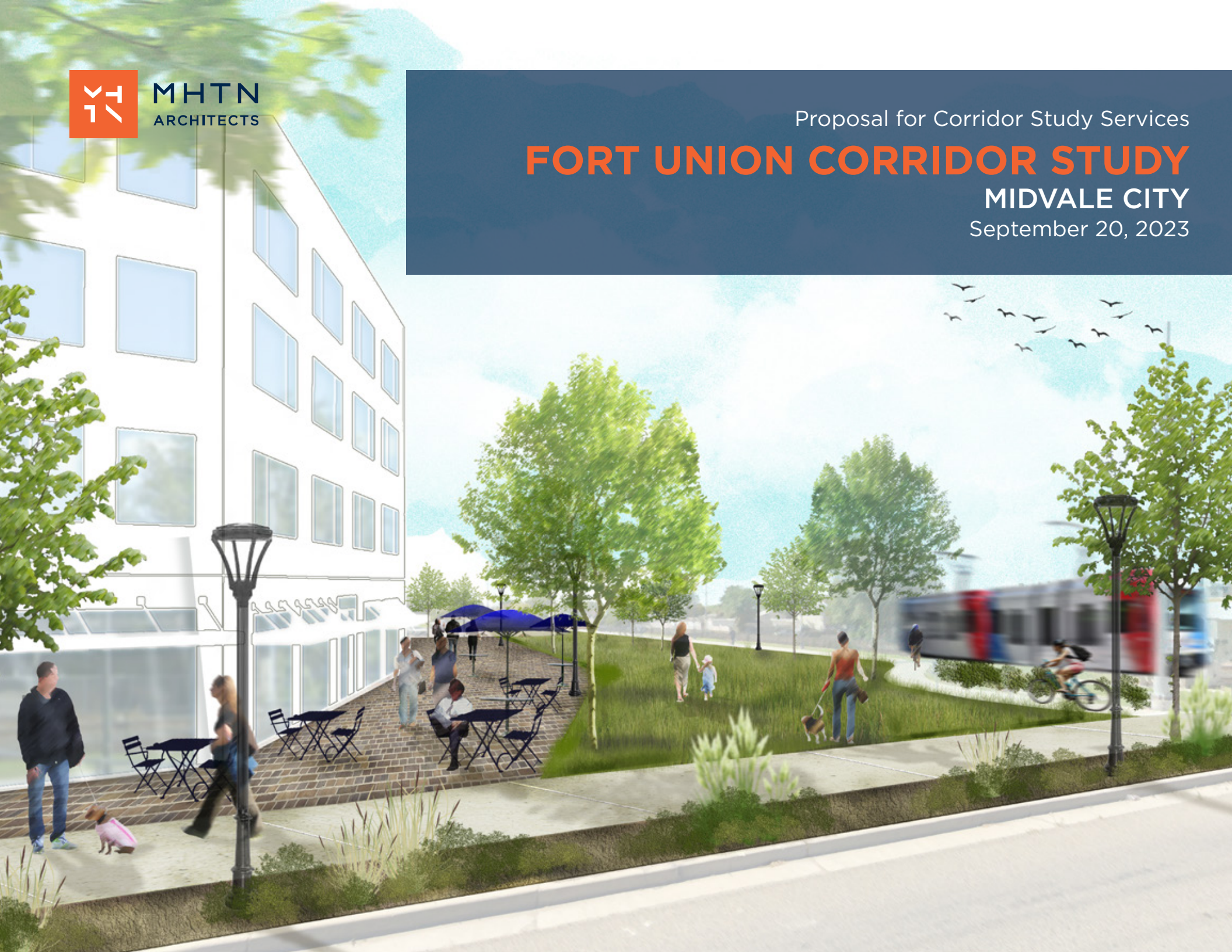
MHTN ARCHITECTS

Proposal for Corridor Study Services

FORT UNION CORRIDOR STUDY

MIDVALE CITY

September 20, 2023



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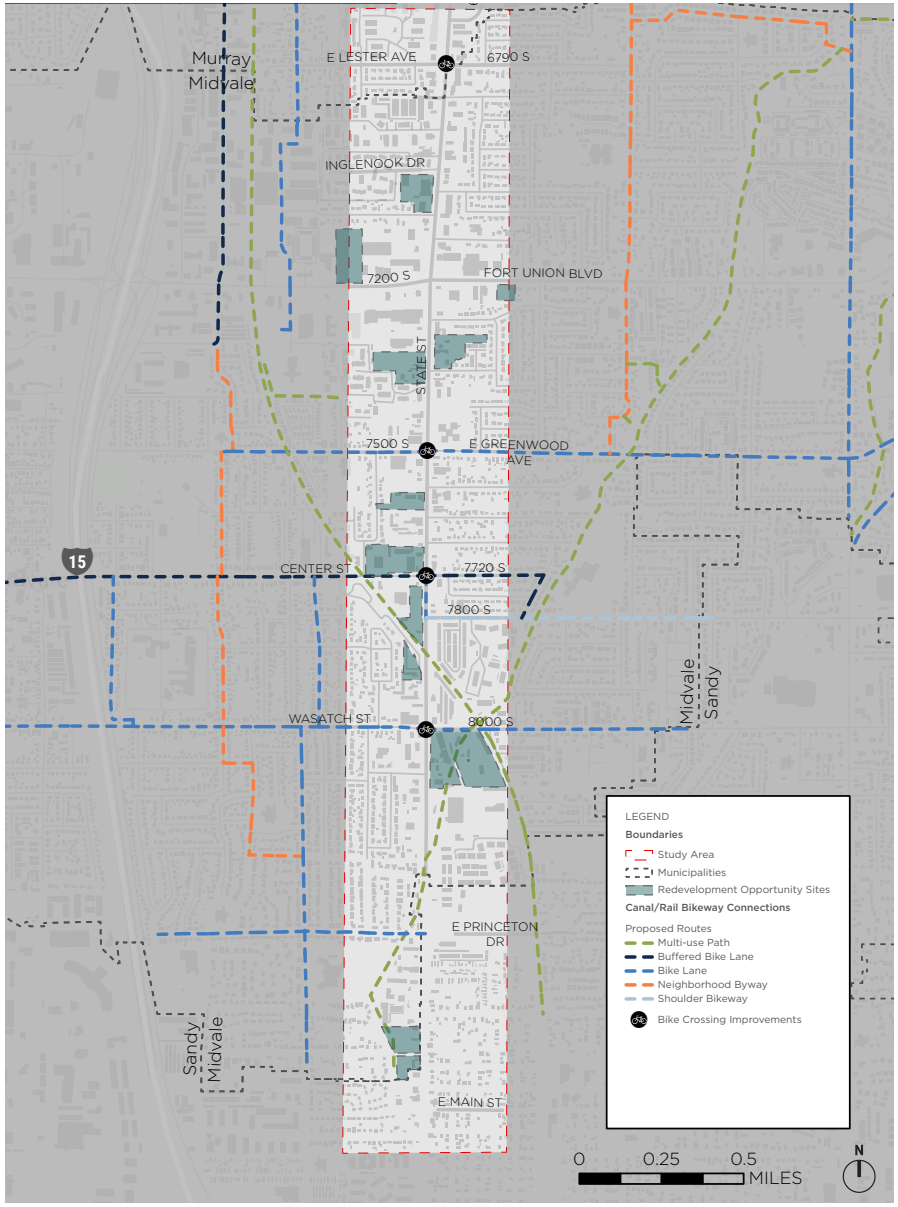


A | Cover Letter

B | Firm Profile

C | Project Team

D | Summary of Services

E + F | Qualifications + Similar Experience

G + H | Project Approach

I | Project Timeline

J | References

Dear Selection Committee Members:

We are pleased to introduce our team for the Midvale Fort Union/ 7200 South Corridor Study. MHTN's Planning and Urban Design Team is committed to a culture of design excellence in the creation of complete communities and great places which are dynamic, inclusive, resilient and memorable. With our recent work in Midvale on the State Street Corridor Plan, Station Areas Plan, and Transportation Master Plan (Parametrix and Alta) we have great relationships with area stakeholders and understand existing conditions and recommendations which enables our team to 'hit the ground running' and ultimately provide the most thoroughly coordinated plan and best value to the city. After reviewing the scope outlined in the RFP, and building on recent collaborative experience in Midvale on or near this corridor, we propose the following team members to meet the vision and goals of your project:

- **MHTN'S PLANNING & URBAN DESIGN TEAM** has significant recent experience in corridor planning projects in Salt Lake City, Grantsville, Kaysville, and Millcreek. For each of these projects our team led the project management with a focus on identifying the unique opportunities of each corridor for transportation, revitalization, and character, while successfully engaging stakeholders and community members. We are organized, thorough, and detail-oriented, combining design expertise with strong project management to bring you significant value and a reliable process and outcome.

- **LELAND CONSULTING GROUP** based in Portland, Oregon **specializes in economic revitalization and has experience on over 20 corridor planning projects throughout the western United States.** With frequent work in Utah, and several past collaborations with Ryan Wallace, LCG brings national expertise in corridor redevelopment with local experience, including a joint presentation at the APA National Conference in Seattle in 2015 regarding corridor revitalization.

- **ALTA PLANNING + DESIGN** is the premier active transportation planning specialist in Utah with experience throughout the Intermountain West. **They bring significant knowledge of local and regional connections in the Mid Valley Active Transportation Plan** and can share potential grants and funding opportunities for active transportation recommendations.

- **PARAMETRIX** has recent experience in Midvale, currently leading the Transportation Master Plan, and are a longtime collaborator with MHTN. Additionally they also bring strong expertise in transit planning and collaboration with UDOT. **Paired with ALTA, the dual approach to the transportation scope couples unrivaled experience in transportation planning, forming an efficient and creative transportation planning team** resulting in significant value to Midvale.

The collective recent work in Midvale of this team, gives us an excellent understanding and relationship with your City Council and Community Development staff, and we are eager for the opportunity to work with you again on this exciting project.

We look forward to hearing from you.

Sincerely,

Ryan Wallace AIA, AICP, NCARB, LEED GA
Principal-In-Charge
P 801.326.3248 **E** ryan.wallace@mhtn.com

ATTIBASSI
ITALY 1918
COFFEE
ATTIBASSI
COFFEE
GELATO
MIDVALE CITY

MHTN ARCHITECTS

AT A GLANCE

MHTN ARCHITECTS, INC.
280 South 400 West, Suite 250
Salt Lake City, Utah 84101
801.595.6700
www.**mhtn**.com

HISTORY

- **1923** — Founded as **ASHTON & EVANS ARCHITECTS**
- **1946** — **ASHTON, EVANS & BRAZIER ARCHITECTS**
- **1963** — **ASHTON, BRAZIER, MONTMORENCY & ASSOCIATES**
- **1970** — **BRAZIER, MONTMORENCY, HAYES & TALBOT ARCHITECTS**
- **1971** — **MONTMORENCY, HAYES & TALBOT ARCHITECTS**
- **1980** — Renamed **MHT ARCHITECTS**
- **1993** — Merged with Nelson, Johnson Partners. Renamed **MHTN ARCHITECTS**
- **2023** — **ONE HUNDRED** Years of Service

SERVICES

PRE-DESIGN
- Programming
- Master Planning
- Facility Assessment
- Bond Support

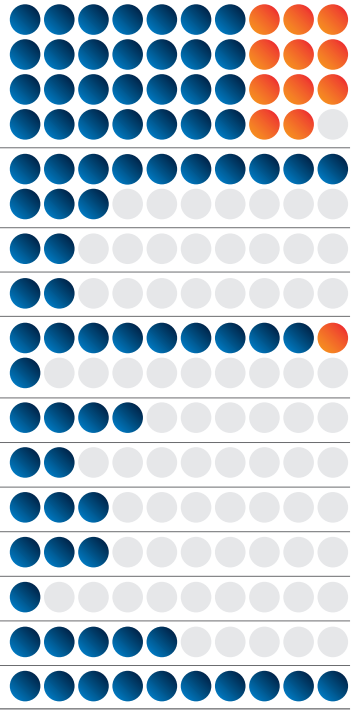
ARCHITECTURE
- Building Design
- Core & Shell, Tenant Improvement
- Facility Renovations & Restoration
- High Performance Design

INTERIOR DESIGN
- Educational Space Planning
- Interior Design
- Furniture Specification
- Experiential Graphics & Signage

LANDSCAPE ARCHITECTURE
- Site Evaluation
- Site Development
- Athletic Facility Design
- Planting and Irrigation Design

PLANNING
- Master Planning
- Land Use & Small Area Planning
- Transportation & Corridor Planning
- Urban Design & Placemaking

PERSONNEL



- **39** Architects
- **13** Architectural Associates
- **2** Landscape Architects
- **2** Asst. Landscape Architects
- **11** Interior Designers
- **4** Project Coordinators
- **2** Planners
- **3** Specialists
- **3** Architectural Interns
- **1** Graphic Designer
- **5** Marketing
- **10** Administration

95 Total Employees | 5 Year Average: **78**

LEED AP

In-Studio Work Session | MHTN

PROJECT TEAM

TEAM INTRODUCTION

PLACEMAKING & URBAN DESIGN

Established in 1923 as a local Salt Lake City practice, **MHTN Architects** is a leading full-service architectural firm with a widely respected reputation for design excellence, sustainable design ethics, professionalism, and integrity. Founded on values of leadership and innovation, MHTN offers a team of over 90 professionals serving clients locally, regionally, and nationally. Our team has a rich legacy of planning, programming, designing, and implementing for a variety of clients in civic, municipal, and community-based environments. Our master planning, urban design, and landscape design efforts are rooted in collaboration, with all key stakeholders a valued part of the team.

ECONOMIC ANALYSIS & MARKET STRATEGY

Leland Consulting Group (LCG) was established in 1989 and has over 34 years of experience providing real estate and urban planning services to public and private sector clients across the United States. Exceptional public and private leaders have bold visions for their downtowns, neighborhoods, employment centers, and cities. Leland Consulting Group helps to refine and realize those visions. In more than 250 communities across the country, LCG's strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers.

As urban strategists, LCG's role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful. We recognize that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, our team engage the public and private champions essential to rallying support and overcoming obstacles.

TRAFFIC & TRANSIT

Parametrix is a 100-percent employee-owned firm dedicated to providing high quality, client-oriented planning, engineering, and environmental consulting services. Having completed over 20 projects for Midvale City, Parametrix is the go-to firm for transportation solutions in the city. They are a trusted partner with City staff and have presented to the City Council and Planning Commission on multiple occasions. Parametrix transportation planners and engineers have conducted corridor studies ranging from small urban streets to vast rural interstates. They utilize traffic analysis programs Synchro and VISSIM to understand traffic flow patterns and craft insightful crash history graphics to visualize safety concerns.

In Midvale City, Parametrix corridor analysis has led to improvements on Fort Union Boulevard, Main Street, 7200 South, Center Street, and Holden Street.

ACTIVE TRANSPORTATION

Alta Planning + Design is a sustainable transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs. Our work brings about positive change by creating places that are geared towards moving people, connecting community members to daily needs, and empowering every person to live an active, healthy life. Founded in 1996 when cities and communities were calling for safer streets for people walking and bicycling. We pioneered the field of active transportation, and evolved into a visionary multimodal practice.

As a global leader in mobility innovation, Alta is dedicated to working across disciplines to address social justice, safety, and environmental resilience. Making core areas and streets more livable, vibrant, and pedestrian- and bicycle-friendly is a priority for many communities. Alta offers a unique blend of skills to produce an effective and high quality Complete Streets solution, from concept to implementation.

ORGANIZATIONAL CHART

UTA

Midvale City

UDOT

Ryan Wallace
Principal-in-Charge
& Urban Design Director
MHTN

Daniel Smith
Project Manager
& Landscape Architect
MHTN

Peggy McDonough Jan
Project Executive
MHTN

Dave Foster
Active Transportation
ALTA

Charles Allen
Traffic & Transit
Parametrix

Chris Zahas
Economic & Redevelopment
Strategist
Leland Consulting

Ellen Bini
Economic Analyst
Leland Consulting

Logan Hunt
Land-Use Coordination
MHTN

Melissa Fryer
Landscape Designer
MHTN

Emily Seang
Community Engagement
MHTN

RYAN WALLACE

AICP, AIA, NCARB, LEED GA

PRINCIPAL-IN-CHARGE & URBAN DESIGN DIRECTOR
MHTN Architects

Master of Architecture
NC State University

- Began career in 2010
- Urban Designer with planning and architecture training
- Has worked on over 15 corridor planning projects
- Corridor Planning Presentation, APA National, Seattle, WA

RELEVANT EXPERIENCE

Midvale Station Area Plans, Midvale, UT

Midvale State Street Corridor Plan, Midvale, UT

Highland Drive Concept and Design, Salt Lake City, UT*

Kaysville Main Street Visioning, Kaysville, UT

Bluffdale Corridors Planning Study, Bluffdale, UT

North Temple Mobility Hub Study, Salt Lake City, UT

Local Link Transportation Study, Salt Lake City, UT

Saratoga Springs Downtown Master Plan, Saratoga Springs, UT

Brian Head Main Street Plan, Brian Head, UT

Grantsville Main Street Plan, Granstville, UT*

9 Line Corridor Master Plan, Salt Lake City, UT*

Fourth North Corridor Plan, Logan, UT*

Parley's Way Corridor Plan, Salt Lake City, UT*

**Prior to MHTN*

DANIEL SMITH

ASLA, CLARB

PROJECT MANAGER & LANDSCAPE ARCHITECT
MHTN Architects

Master of Landscape Architecture
Kansas State University

- Began career in 2011
- Corridor landscape design specialist
- Has worked on over 10 corridor planning projects
- Xeri-scaping and waterwise landscape expertise

RELEVANT EXPERIENCE

Midvale Station Area Plans, Midvale, UT

Highland Drive Concept and Design, Salt Lake City, UT*

Foothill Drive Landscape Plan, University of Utah, SLC, UT

2100 South Concept Design, Salt Lake City, UT

Grantsville Main Street Vision, Grantsville, UT

Brian Head Main Street Plan, Brian Head, UT

Vernal Downtown Plan, Vernal, UT

Millcreek City Center Master Plan, Millcreek, UT

Taylorsville Commercial Centers Master Plan and Feasibility Study, Taylorsville, UT

Park City Arts and Culture District, Park City, UT

Lead and Coal Street Renovation, Albuquerque, NM*

Mesa del Sol Median Design, Albuquerque, NM*

**Prior to MHTN*

PEGGY MCDONOUGH JAN AIA, LEED AP

PROJECT EXECUTIVE
MHTN Architects

Bachelor of Architecture
University of Notre Dame

RELEVANT EXPERIENCE

Vernal Downtown Revitalization Plan, Vernal, UT
Millcreek City Center Master Plan, Millcreek, UT
North Temple Mobility Hub Study, Salt Lake City, UT
Park City Arts & Culture District, Park City, UT
Commercial Centers Master Plan and Feasibility Study, Taylorsville, UT
Kaysville Civic Plaza and Main Street Visioning, Kaysville, UT
Saratoga Springs Downtown Plan, Saratoga Springs, UT

DAVE FOSTER PLA, LEED AP

ACTIVE TRANSPORTATION LEAD
ALTA Planning + Design

Bachelor of Landscape Architecture
Ball State University

RELEVANT EXPERIENCE

State Street Corridor Study, Midvale, UT
900 South Complete Streets Improvements, Salt Lake City, UT
1300 E Concept Design and Environmental Study, Salt Lake City, UT
Cougar Boulevard Protected Bike Lanes and Raised Medians, Provo, UT
9-Line Extension Plan, Salt Lake City, UT
Sugarhouse Circulation Study, Salt Lake City, UT
Neighborhood Byway Design Guide & Corridor Designs, Salt Lake City UT

CHARLES ALLEN PE, PTOE

TRAFFIC & TRANSIT LEAD
Parametrix

Master of Civil Engineering
Brigham Young University

RELEVANT EXPERIENCE

Midvale 8000 South Traffic Study, Midvale, UT
Fort Union Boulevard Corridor Traffic Analysis, Midvale, UT
Foothill Drive Implementation Strategy, Salt Lake City, UT
600 North Corridor Study, Salt Lake City, UT
Center Street Pedestrian Study, Midvale, UT
Center Street Crosswalk Design, Midvale, UT
Celeste Traffic Calming, Midvale, UT

CHRIS ZEHAS AICP

ECONOMIC & REDEVELOPMENT STRATEGIST
Leland Consulting Group

Master of Urban & Regional Planning
Portland State University

RELEVANT EXPERIENCE

Center and Fort Union Station Area Plan, Midvale, UT
University Avenue Corridor, West Des Moines, IA
Midtown Corridor Strategy, Bozeman, MT
Corridor Redevelopment Feasibility Analysis, West Valley City, UT
Health Corridor Master Plan, Coeur d'Alene, ID
Fourth/Prater Corridor Study, Reno, NV
North Salt Lake Town Center Market Study, North Salt Lake, UT

ELLEN BINI

ECONOMIC ANALYST
Leland Consulting Group

Master of Urban & Regional Planning
Portland State University

RELEVANT EXPERIENCE

Center and Fort Union Station Area Plan, Midvale, UT

Corridor Redevelopment Feasibility Analysis, West Valley City, UT

Comprehensive Plan Update, Lewiston, ID

Town Center Station Area Plan, Draper, UT

Comprehensive Plan Update, Arlington, WA

Downtown Parking Lot Planning, Sandpoint, ID

Public Land Evaluation for Affordable Housing, Portland, OR

MELISSA FRYER

LANDSCAPE DESIGNER
MHTN Architects

Master of City & Metropolitan Planning
University of Utah

RELEVANT EXPERIENCE

Midvale Station Area Plans, Midvale, UT

300 West Corridor Plan, Salt Lake City, UT

Fort Union Boulevard Streetscape, Transit, & Redevelopment Study*

5400 South Redwood Road Small Area Plan, Taylorsville, UT*

Saratoga Spring Downtown Plan, Saratoga Springs, UT

Transit Oriented Development Concept Plan, Layton, UT*

**Prior to MHTN*

LOGAN HUNT

LAND-USE COORDINATION
MHTN Architects

Bachelor of Urban Ecology
University of Utah

RELEVANT EXPERIENCE

300 West Corridor and Station Area Plan, Salt Lake City, UT

2100 South Concept Design, Salt Lake City, UT

Midvale Tree Design Guide, Midvale, UT

North Temple Mobility Hub Concept, Salt Lake City, UT

Granary Life Science Urban Plan, Salt Lake City, UT

North Ogden South Commercial Plan, Salt Lake City, UT

Saratoga Springs Downtown Plan, Saratoga Springs, UT

EMILY SEANG

COMMUNITY ENGAGEMENT
MHTN Architects

Bachelor of Urban Ecology
University of Utah

RELEVANT EXPERIENCE

3300 South Corridor Study, Millcreek, UT

Brian Head Commercial Corridor Study, Brian Head, UT

Highland Drive Concept and Design, Salt Lake City, UT

Midvale State Street Corridor Study, Midvale, UT

Midvale Station Area Plans, Midvale, UT

North Temple Mobility Hub, Salt Lake City, UT

Saratoga Spring Downtown Plan, Saratoga Springs, UT

2100 South Concept Design | Salt Lake City

SUMMARY OF SERVICES

SERVICES PROVIDED

MHTN ARCHITECTS

MHTN offers a highly-focused and creative group with a broad depth of experience in placemaking, land use planning, civic architecture, and urban design. Comprised of architects, planners, urban designers, landscape architects, and a sustainability expert, we take an integrated approach as we listen to and provide innovative ideas on projects. Our services include park and recreation and design, urban design, project visualization, contextually-based master plans, programs, and architectural designs for a variety of sectors and environments. MHTN's team of collective skill sets enables us to analyze, plan, visualize to provide services on the following projects types including corridor plans, small area plans, parks and recreation planning, zoning and ordinance writing, and station area planning.

LELAND CONSULTING GROUP

Specifically in support of corridor studies and redevelopment strategies, Leland Consulting Group provides the following services:

- Market Analysis and Development Programming
- Developer Outreach and Property Owner Engagement
- Financial Feasibility Analysis
- Economic Impact Analysis
- Public-Private Partnership Negotiation and Facilitation
- Opportunity Site Identification
- Phasing and Implementation Strategies

PARAMETRIX

From rebuilding aging infrastructure to developing new, efficient, and reliable modes of transportation, Parametrix helps clients develop solutions for the efficient and safe movement of goods and people. We advise on alternative delivery methods and modes of transportation, incorporate LID and green streets principles, and consider multimodal connections to transit and active transportation facilities to improve livability and weave communities together. We utilize traffic analysis programs Synchro and VISSIM to understand traffic flow patterns and craft insightful crash history graphics to visualize safety concerns. Parametrix services include NEPA documentation, interchange design, road and highway design, traffic engineering, active transportation design, and transit planning.

ALTA PLANNING +DESIGN

Alta has specialized expertise in traffic calming, context-sensitive design, green infrastructure, main streets, transit corridors and access, multimodal design, urban design, and other aspects of creating livable communities. Alta is the national leader in creating designs and plans that support sustainable community strategies and Complete Streets policies, and is active in the Association of Pedestrian and Bicycle Professionals, American Society of Landscape Architects, Institute of Transportation Engineers, Transportation Research Board, and Complete Streets Coalition, and have conducted studies for the US Department of Transportation. Alta is proud to have managed development of the NACTO Urban Bikeway Design Guide, FHWA Small Town and Rural Multimodal Networks Guide, and FHWA Measuring Multimodal Network Connectivity Guide.

800 West Street Upgrade | Southern Utah University

100 NORTH
MAIN
Kaysville
Police Department
Public
Parking
Plaza
FREEDOM
SQUARE
Recreation & Senior
Activity Building
100 EAST
Expanded Kaysville City
Municipal Building
Public
Parking
CENTER STREET

QUALIFICATIONS + SIMILAR EXPERIENCE

THE MHTN TEAM

CORRIDOR PLANNING LEADERS

This team has been hand-picked for experience in corridor planning due to past similar experience. **Past experience has taught us that to successfully plan for the future of the Fort Union Corridor, the land use and transportation relationship is crucial.** Corridor plans encourage not only the successful optimization of balancing transportation uses within a given right-of-way, but they also guide economic revitalization to create a synergistic relationship between transportation and land use.

This led us to invite Leland Consulting Group from Portland, Oregon, who have deep local experience in Utah as well as national experience on other similar corridors, to join our team. **Ryan Wallace and Chris Zahas from LCG have been working together on corridor plans for over ten years**, including a presentation on Corridor Planning at APA National Conference in Seattle in 2015. A key strategy which has emerged from our past work together is to begin economic revitalization at key nodes, which in turn encourages redevelopment over time, along the length of the corridor according to the plan vision.

Understanding and planning successfully for the desire lines, user groups, and facilities required to support the multiple modes of transportation along this corridor guided us to a two-deep approach to transportation with Alta and Parametrix working collaboratively. Each bring experience on dozens of corridor studies and plan teaching them how to to engage key stakeholders at UDOT (I-15 to State Street), Utah Transit Authority (Fort Union Station) and WFRC for coordination of active transportation connecting the corridor to the region.

CORRIDOR PLANNING EXPERIENCE

MHTN's team has significant experience in corridor master plans, having completed more than five in the last two years most of which in collaboration with these team members. We approach work along corridors as planners, but with the designer's mindset, to look realistically about what can be achieved to envision corridors which celebrate place and create an experience which is comfortable, inviting, and memorable. Our experience in implementing our corridor designs causes us to look at what can be achieved to make realistic and implementable plans. Our work on Highland Drive and 2100 South in Salt Lake City has given us the experience to know what can be achieved and how to engage stakeholders.

Ryan Wallace has over ten corridor master plans completed, some of which have been in place for over a decade and have experienced significant transformation. This is the result of developing a bold – but realistic vision – engaging with stakeholders and community members, and outlining an achievable implementation plan.

Our past work in corridors has taught us to learn what scope and team members are needed, and with the entire team combined we have successfully planned for dozens of corridors throughout Utah and beyond. Corridors have nodes, segments, and overall goals and our team can help identify opportunities which exist in each of these. We commit to a process of uncovering the unique assets and opportunities of the Fort Union/7200 South Corridor to leverage its future transformation.

One of the reasons we included **Alta and Parametrix is not only their past experience in other communities, but because they know Midvale well** and are ready to hit the ground running. They are currently working on the Transportation Master Plan, and worked closely with MHTN on the State Street Corridor Plan. MHTN also brings experience from the Station Areas Plan - including Fort Union Station – which allows us to start the project quickly and take recommendations and implementation more in depth than others.

BLUFFDALE CORRIDORS STUDY

Bluffdale, Utah | MHTN

SIZE 300 Acres

DATE 2019

SERVICES Small Area Planning, Placemaking, Land Use Planning, Highest and Best Use Analysis

In partnership with Zions Bank Public Finance, MHTN conducted land use studies and visual renderings for two main corridors in the rapidly developing community of Bluffdale. The study was predicated on a highest and best use analysis that indicated potential development intensity on parcels adjacent to the prison site in Draper and on Redwood Road off Bangerter Highway. MHTN explored potential transportation connectivity, land use configurations, and urban design elements that leveraged the City's brand. The small area plans resulted in visual renderings of what each corridor might become after full build out and how strategic transportation investments could help create the infrastructure for a healthy balance of automobiles, cyclists, and pedestrians.

3300 SOUTH CORRIDOR STUDY

South Salt Lake & Millcreek, Utah | MHTN

SIZE 5.6 Miles

DATE 2022

SERVICES Urban Design, Placemaking, Landscape Architecture

The 3300 South Corridor Study is a transportation study that considers the pedestrian and cyclist experience along roughly five and a half miles of road through Millcreek City and South Salt Lake. Ranging from five to seven lanes of traffic and including both residential and commercial land uses, the plan identifies ways to make the corridor more safe, multi-modal, and welcoming. MHTN's role as sub-consultant was to identify how the space between the back of street curb to building façade could include site elements that supported a strong sense of place and created a more inviting experience for pedestrians. Themed site furnishings, art installations, seating, pedestrian lighting and wayfinding were all incorporated in the final design recommendation as elements to improve the placemaking along the corridor.

MIDVALE STATE STREET CORRIDOR STUDY

Midvale, Utah | MHTN

SIZE 2.65 Miles

DATE 2022

SERVICES Land Use Planning, Active Transportation, Urban Design, Scenario Planning, Data Analysis, Zoning/Ordinance Writing, Graphics/3D Renderings, Public Engagement

Midvale's State Street Corridor Study focuses on 2.65 miles of State Street that runs north-south from 6790 South to Pioneer Avenue. This study provides direction on urban design, land use, economic development, and active and roadway transportation along the corridor and opportunities for improvements. MHTN led the efforts with Leland Consulting Group, Alta Planning + Design to develop a thorough planning document addressing the zoning and regulatory environment, potential funding sources, enhanced transportation connections along State Street and adjacent east-west connections, as well as recommendations for flexible placemaking efforts. The Vision Statement and Guiding Principles focused on making the corridor memorable, welcoming and connected, and responsive to development.

2100 SOUTH CONCEPT DESIGN

Salt Lake City, Utah | MHTN

.6 Miles | 2022 | Placemaking and Amenities Analysis/ Planning, Landscape Architecture, Design & Concept, Cost Estimating

The 2100 South Concept Design is a continuation of efforts by Salt Lake City to strengthen multi-modal networks, create safer streets, and increase neighborhood vitality. The design proposes ecologically-appropriate, low-impact development (LID) landscaping in new and existing street medians and park strips, increases the tree canopy, and identifies potential areas for storm water infiltration. The design also suggests placemaking strategies that will increase the sense of place and amplify the character of Sugar House along the entire corridor. These include providing spaces to gather, socialize, and enjoy outdoor dining along the street; bike amenities along a new shared-use path; and improved navigation to transit connections, significant trails, businesses, and other key destinations.

In association with Avenue Consultants and Civil Science.

CENTER STREET PEDESTRIAN STUDY & CROSSWALK DESIGN

Midvale, Utah | Parametrix

1 Mile | 2018 | Analysis, Feasibility, Safety Improvements, Active Transportation, Crosswalk Design

Using a data-driven approach, Parametrix identified the appropriate amenities for a series of pedestrian crossings in response to a high-profile pedestrian collision on Midvale Center Street. Parametrix organized a comprehensive data collection effort to identify the scope and magnitude of peak pedestrian activity and crash history. The study incorporated the proximity of schools, parks, and ongoing transit-oriented development to determine short-term and long-term strategies to support the pedestrian environment on Center Street. Parametrix delivered a series of recommendations compliant with the Utah MUTCD and adopting pedestrian guidelines from NCHRP Report 562, allowing Midvale City staff to advance the dialogue with residents and the City Council. Following the pedestrian crossing study, Parametrix provided the engineering design of two crosswalk upgrades with median refuge islands and Rapid Flashing Beacon signs.

9 LINE EXTENSION PLAN AND DESIGN + 900 SOUTH RECONSTRUCTION

Salt Lake City, Utah | Alta Planning + Design

900 S Reconstruction: 2.75 Miles | 9-Line Study: 7 Miles | 2018-2022 | Planning, Placemaking, Complete Streets Design, Community Engagement

Alta led the planning and design of the 9-Line Extension project, which sought to connect Emigration Canyon to the Jordan River Trail and Surplus Canal via a safe and comfortable trail through the heart of several Salt Lake City neighborhoods. The project included a diverse mix of stakeholders including SLC Transportation, the SLC Redevelopment Agency, Planning, Parks, and numerous community councils. Alta prepared conceptual design for bicycle and pedestrian facilities and developed a wayfinding master plan for the corridor. The project also explored amenities to support the business districts and neighborhoods through with the corridor passes such as lighting, site furniture, and landscape improvements. Subsequently, Alta was selected as part of the consultant team for the 900 South Reconstruction project, which will take a segment of the 9-line project through final design and construction documents.

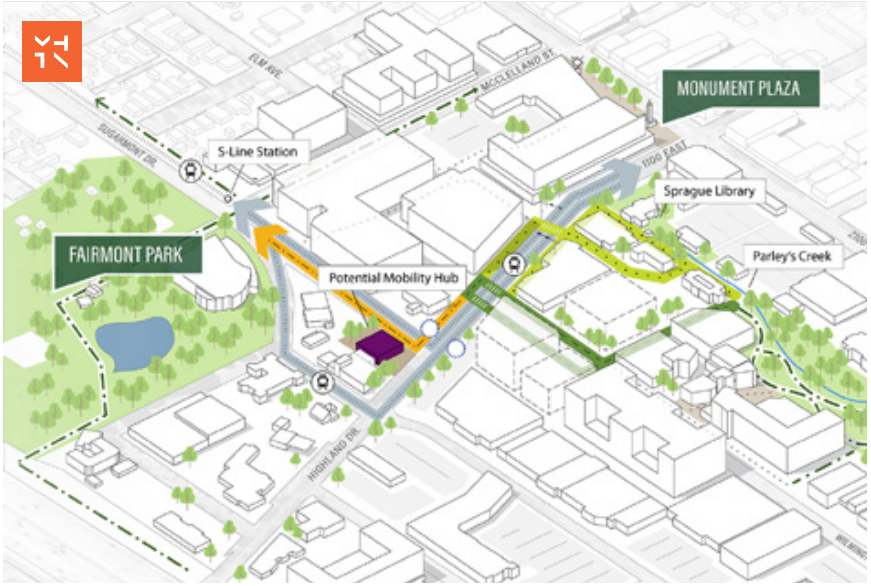
HIGHLAND DRIVE CONCEPT & FINAL DESIGN

Salt Lake City, Utah | MHTN

1.2 Miles (~8.2 acres) | 2021 | Placemaking Analysis, Landscape Architecture, Visual Design & Rendering, GIS Mapping, Cost Estimating

The Highland Drive Concept & Final Design identifies gaps and barriers that impact the existing transportation networks and highlights opportunities to foster a more comprehensive, safe, comfortable, and people-first journey along the corridor. The design aims to build upon the existing character of the Sugar House Central Business District, reflects the community identity, and enhances the sense of arrival into Sugar House and overall experience throughout the corridor. As part of this reconstruction process, recommended landscaping and placemaking will improve navigation to transit connections, significant trails, businesses, and other key destinations awhile preserving the character and trees of Sugar House. Recommendations have associated costs and prioritization for implementation.

In association with Avenue Consultants and Civil Science.



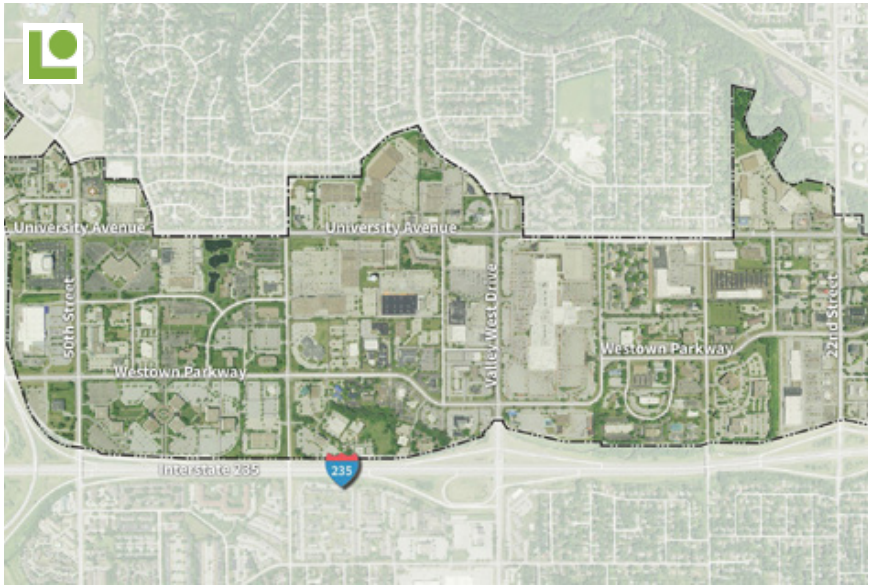
LOCAL LINK TRANSPORTATION STUDY

Salt Lake City, Millcreek, & Holladay, Utah | MHTN

2020 | Transportation Planning and Analysis, Circulation Study, Active Transportation, Trail-Oriented Development, Design Guidelines, Scenario Planning

The Local Link Transportation Study aimed to understand how people travel in and around the communities of Sugar House in Salt Lake City, South Salt Lake, and Millcreek. Specifically, the study aimed to identify gaps and barriers for travelers in these areas and make recommendations to better connect these cities together. As Sugar House, South Salt Lake, Millcreek, and Holladay continue to grow, the study suggests ways to improve accessible and alternate ways to get around which include safe bike and pedestrian options, enhanced transit, and improvements to existing roads and streetscapes. These solutions will provide better and additional choices for all travelers and modes of travel. Most importantly, with construction on several major corridors in the study area scheduled within the next five years, the results of study will impact those projects.

In association with Alta Planning + Design, Horrocks Engineers, and Jacobs Engineering Group.



UNIVERSITY AVENUE CORRIDOR

West Des Moines, Iowa | Leland Consulting Group

259 Acres | 2023 | Master Planning, Market Analysis, Opportunity Site Identification, Implementation Strategy

The University Avenue Corridor has great potential to become a vibrant, mixed-use economic center in the growing communities of West Des Moines and Clive. Today, the corridor is characterized by many of the challenges facing auto-oriented suburban corridors everywhere: aging and obsolete retail centers, a lack of pedestrian and multi-modal connectivity, and few place making amenities to make it a compelling 18-hour district. Through extensive and meaningful property owner and stakeholder engagement, LCG developed a market-based strategy that identified catalyst development opportunities that can position the corridor to succeed in a rapidly-changing retail economy. Working with a team of urban designers and transportation planners, the strategy provides guidance on the public and private actions that will address the corridor's current barriers to investment while capitalizing on specific redevelopment opportunities at key

ONBOARD BRT TOD CORRIDOR STUDY

Ogden, Utah | Leland Consulting Group

5.3 Miles | 2019 | Master Planning, Market Analysis, Opportunity Site Identification, Implementation Strategy

Leland Consulting Group prepared an economic development and affordable housing strategy to support transit-oriented development along a planned BRT corridor in Ogden. Through a detailed market analysis and outreach to property owners and developers, the strategy identifies opportunities for development along the corridor and specifies strategies to attract private investment that leverages this important transit project. The work includes a feasibility analysis of proposed development types, strategies to preserve and expand the supply of affordable housing along the corridor, and recommendations on catalyst projects at key nodes to spur new investment. The project was awarded an Achievement Award by the Utah chapter of the American Planning Association.

KAYSVILLE MAIN STREET VISIONING

Kaysville, Utah | MHTN

.3 Miles | 2018 | Placemaking and Amenities Analysis/ Planning, Landscape Architecture, Design & Concept, Cost Estimating

MHTN provided urban design and visioning services to the City of Kaysville as they begin to revitalize the heart of their City on Main Street. The project leverages current work to renovate and expand their Civic Center and City Hall. Main Street currently functions as a north-south thoroughfare for vehicles traveling through Kaysville. In the future, the City would like it to be a place that honors Kaysville's unique history and heritage and sees it as a place where everyone in the community gathers. The street will be transformed from a high-speed auto-dominated corridor into a safe, vibrant hub for arts, culture, and events where local businesses can thrive. The project provides holistic strategies and recommendations to improve the streetscape and enhance transportation infrastructure for people walking and biking. Targeted policy, programmatic, and physical improvement solutions are laid out over a five-year period.

600-700 NORTH CONCEPT PLAN

Salt Lake City, Utah

MHTN

~1.36 Miles | 2023

Placemaking and Amenities Analysis/ Planning, Landscape Architecture, Concept and Design

The 600/700 North concept design aims to enhance Salt Lake City's multi-modal networks, improve street safety, and boost neighborhood vitality. The design includes ecologically suitable landscaping in medians and park strips and potential stormwater infiltration. It proposes placemaking strategies to strengthen the Rose Park, Fairpark, and Jordan Meadows neighborhoods along the corridor. These strategies encompass gathering spaces, bike amenities, and access to the Jordan River Parkway.

900 EAST CORRIDOR STUDY

Salt Lake City, Utah

Alta Planning + Design

1 Mile | 2020

Planning, Placemaking, Complete Streets Design, Community Engagement

Alta led development of the 900 E corridor study to determine a roadway configuration. The team analyzed existing and future traffic, assessed parking demand, solicited public feedback, and recommended multimodal improvements, including improved transit stops, separated bike lanes, and new mid-block crossings. Notable elements include pedestrian crossings, integration with neighborhood byways, and a combination of bike lane types based on adjacent context.

CORRIDOR MASTER PLAN & ECONOMIC FEASIBILITY STUDY

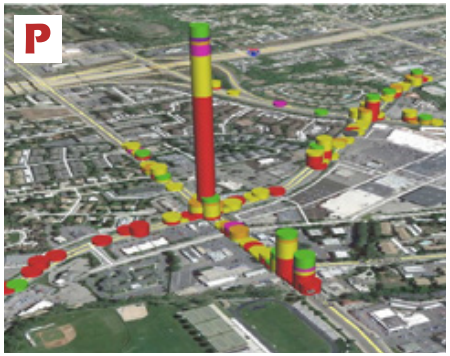
Coeur d'Alene, Idaho

Leland Consulting Group

259 Acres | 2019

Master Planning, Market Analysis, Financial Analysis, TIF Feasibility, Implementation Strategy

The Health Corridor in Coeur d'Alene is an aging suburban business district. LCG prepared a market study that identifies the need and capacity to accommodate a broader range of office, retail, residential, and hospitality uses. This forecast was a critical input to the implementation strategy, which relies on tax increment financing to support transportation and open space infrastructure needs. The plan has been adopted and an urban renewal district formed to generate funding for public investments.



FORT UNION CORRIDOR TRAFFIC ANALYSIS

Midvale, Utah

Parametrix

1 Mile | 2013

Analysis, Feasibility, GIS, Traffic Operations, Alternatives Analysis

In response to Midvale City concerns about increasing traffic volumes, delay and queuing, Parametrix (as InterPlan) conducted a traffic analysis of the Fort Union Boulevard corridor between 700 East and Union Park Avenue. Parametrix performed PM peak hour traffic counts at each of the intersections and then forecasted future intersection turn movements using the regional travel demand model. Parametrix also conducted a safety analysis of corridor crash patterns.

MIDVALE
CENTER DISTRICT

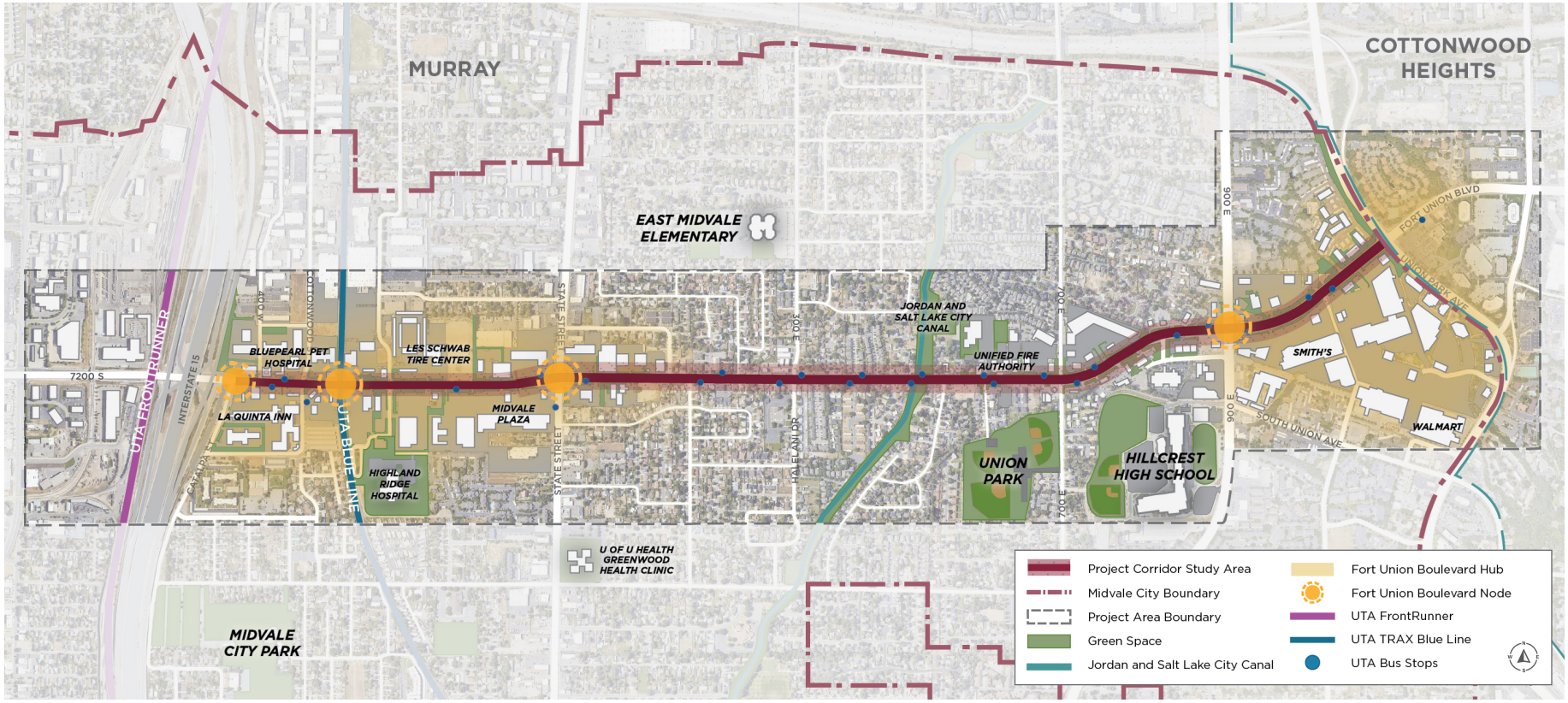
PROJECT APPROACH

PROJECT UNDERSTANDING

While we bring strong experience from past corridor with similar communities, **we approach our projects with no preconceived ideas about what would be right for your community.** We commit to a process which will uncover the assets and attributes that make your corridor unique, while engaging with stakeholders such as UDOT and UTA to identify an achievable shared vision for the future of the corridor.

The Fort Union / 7200 S corridor has many great beginnings and includes a variety of commercial, retail, healthcare, green spaces, and residential. Sidewalks with park strips are located near high activity centers to the west and east. At each hub, there is a strong presence of parking lots in the front of businesses. The hubs contain local shops, clinics, restaurants, and shopping with major entry access points for onto the corridor.

Bordering the corridor is I-15 to the west and Union Park Avenue to the east, carrying a high volume of visitors in vehicles into the area. On the west, UTA's TRAX Blue Line runs north-south with Fort Union Station located near 7200 S. There are also frequent bus stops throughout the corridor. As a major road for the community and visitors, there are opportunities to improve and strengthen the corridor with further study.



PROJECT APPROACH

If selected for the Fort Union/7200 South Corridor Study, our team is ready to begin work immediately. We would propose a pre kick-off meeting with the project's Core Team members. The basic agenda would include confirming project approach, vision & goals, contact list, scope of work, and meeting schedule. Our team will review schedule and progress on a frequent basis to ensure the project remains on track and that project scope is being managed. At the kick-off meeting, we will seek to schedule a tentative date for the site tour.

From past experience we have learned that for a project such as this to be successful it must have the support of stakeholders and the community.

Building consensus requires engagement of the groups below via the following proposed methods:

- Stakeholders (UDOT, UTA, property owners, business owners)
- Site tour
- Block by block meetings
- Office Hours
- Developer interviews
- Core Team & Steering Committee
- Monthly Core team check-in meetings
- Monthly workshops
- Elected officials
- (2) Joint Planning Commission & City Council Meetings
- Community at Large
- Open House
- Social media posts
- Online survey

SUCCESSFUL ENGAGEMENT ALIGNS STRATEGY TO AUDIENCE

ENGAGEMENT ACTIVITY	TARGET AUDIENCE
BLOCK BY BLOCK TOUR FORT UNION / 7200 SOUTH *DATE: TBD*	• UTA & UDOT B/N I-15 to State Street • Business & Property Owners • Project Steering Committee
ONLINE SURVEY CITY WEBSITE & SOCIAL *THROUGHOUT THE PROJECT*	• Share survey via City website and social media, intended to engage all members of the community
OPEN HOUSE CITY HALL *DATE: TBD*	• City Council • Planning Commission • Community Writ Large
INTERCEPT SURVEYS ON THE CORRIDOR *DATE: TBD*	• Users of the corridor who don't typically participate in public processes

ESTABLISH THE VISION

WORKSHOP 01

Vibrant, livable streets are comfortable, safe, and have an inviting pedestrian realm. Although Fort Union serves as a state highway between I-15 and State and carries upwards of 34,000 vehicles per day, it still holds potential to provide a quality pedestrian experience and sense of arrival to Midvale. An interactive session at the Kick-off Meeting with the Steering Committee will uncover the vision for the corridor and associated goals.

Additional agenda items at the Kick-off Meeting will focus on pragmatic aspects of the project including confirming project schedule, approach to engagement, and information gathering.

EXISTING CONDITIONS + OPPORTUNITIES

WORKSHOP 02

Comprehensive Analysis

Our team embraces the philosophy of "survey first, then plan." This approach captures the essence of the Comprehensive Analysis phase, understanding existing conditions to establish the project foundation and to uncover potential opportunities for the corridor. MHTN will lead the existing plans, land use, and urban design analysis. We will also perform a character assessment to identify existing assets and landmarks to develop character districts along the corridor.

Alta and Parametrix will lead the mobility assessment using a variety of multi-modal criteria including assessing pedestrian level of service, access to transit, and distance between pedestrian crossings. LCG will analyze existing market conditions.

In lieu of pro formas, LCG will perform a simple improvement to land value ratio to identify vacant and underutilized parcels and a market-based threshold land value per square foot below what redevelopment is feasible.

The planning and development of this corridor requires a tailored approach informed by a thorough analysis of regulatory, physical, financial, and market conditions which will be presented as an Existing Conditions Report for review by the project Steering Committee.

This along with more traditional research and mapping methods, and local observation, will enable us to make thorough assessments of assets, weaknesses, and opportunities along the corridor. This will inform the alternatives generation work in the following stages. We will perform a character assessment to identify existing assets and landmarks to develop character districts along the corridor to inform alternatives to be considered.

After the Comprehensive Analysis phase is complete, this information will form the foundation which the remainder of the project scope will be built. Engaging activities for community member input at the public workshop will help to form the project vision and goals.

CONSIDER ALTERNATIVES

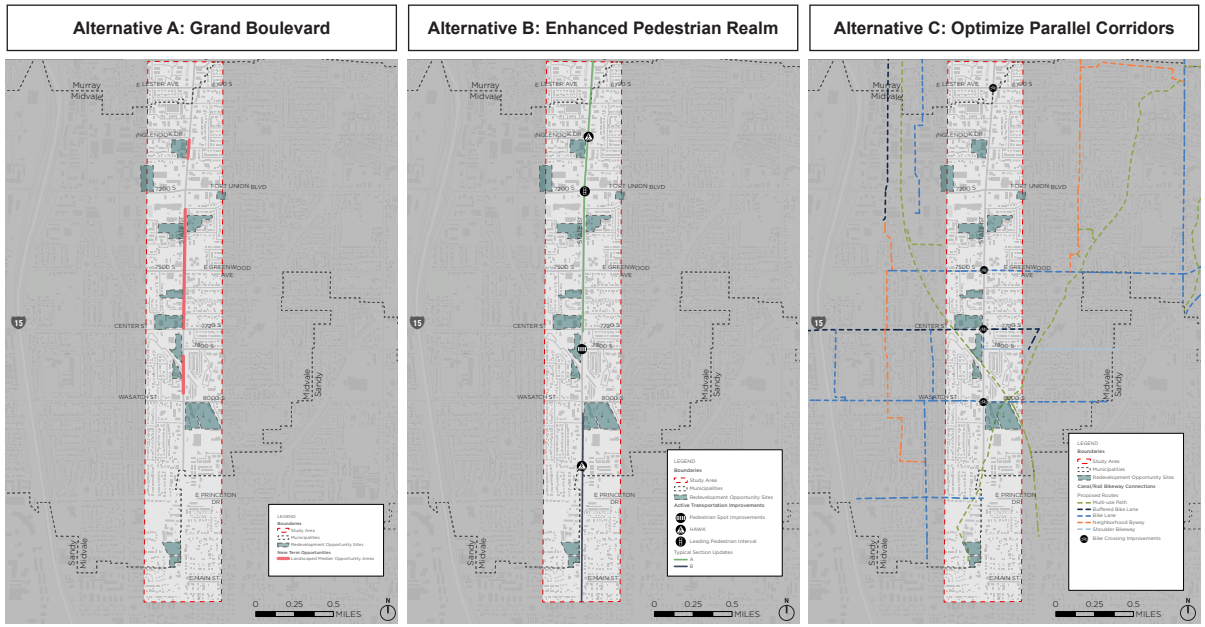
WORKSHOP 03

Fort Union / 7200 South Alternatives

Exploring alternatives requires thorough understanding of existing conditions as well as understanding potential. Based on feedback from the public workshop, the existing conditions analysis, and input from the Core Team, MHTN will lead the development of a concept plan. This draft plan will include streetscape options and phased recommendations for implementation.

Our project team, with significant local and national expertise, will present case studies from collective past experience that best represents potential for Midvale's Fort Union corridor. With this information, we will develop concept design alternatives and associated land-use scenarios.

An interactive exercise with the Core Team will be held to generate a variety of corridor configurations which will be assessed for their alignment relative to key indicators and the established project vision and goals. Our team will conduct financial analysis of land values and a GIS evaluation of physical conditions to explore development potential for various uses, and identify near-term redevelopment and/or catalyst sites. We expect high-priority sites to be greater than an acre (either individual or contiguous sites with shared ownership) and clustered near major nodes and recent development activity. The team may also reach out to local developers with experience in mixed-use development, infill, and transit-oriented development to provide a "reality check" on these assumptions.



Midvale State Street Corridor Study Alternatives | Midvale City

Midvale Station Area Plans Workshop | Midvale City

From a transportation perspective, Fort Union Boulevard provides critical east-west mobility through Midvale, connecting Bingham Junction to Fort Union. However, high speeds and wide road limit safe crossing opportunities for active transportation users and drivers. Traffic data and forecasts will be used to analyze the number of lanes appropriate for the roadway now and into the planning horizon.

Concepts will be evaluated to determine impact on mobility and alignment with traffic-related project goals and what options for establishing active transportation facilities to connect the Jordan River to trails emanating from Cottonwood Heights and the Cottonwood Canyons, where a gap currently exists.

REFINE PREFERRED PLAN & DEMONSTRATION SITES

WORKSHOP 04

Once a preferred plan has emerged our team will ensure feasibility of a project, program, or policy, by establishing demonstration sites as test cases for implementing the plan recommendations. One location anticipated to be a catalytic site useful for demonstration purposes is the UTA-owned parcel along Fort union immediately north of the TRAX Station.

The sites will be presented at the Open House to solicit feedback on the concept plan and alternatives and to engage community members in selecting a preferred plan alternative. An Urban Design & Roadway Toolbox of recommendations, tactics, and strategies will be developed to support testing of these demonstration sites and redevelopment of sites with similar potential.

To better understand economic opportunities along Fort Union, the team must first understand how the market is perceived by stakeholders in the corridor. We will, therefore, also supplement the quantitative analysis with a series of one-on-one or round-table interviews to determine the primary drivers of future development.

DELIVER FINAL PLAN

WORKSHOP 05

At this stage in the plan development, the preferred land-use, urban design, transportation, and economic recommendations will be assembled into a cohesive and visually compelling plan for guiding the redevelopment of Midvale's Fort Union / 7200 South corridor. For implementation purposes, the recommendations will be organized into projects, programs, and policies with short, mid, and long-term timelines and responsible individual(s) or organizations identified. By utilizing cost estimates, our team can target low cost, high impact projects that will be first priority for the short-term, and so forth determining the timeline for each.

Regulatory Framework

To ensure the project's recommendations are incorporated in the municipal regulatory framework, MHTN will prepare a substantially complete zoning ordinance or modify the existing 7200 South Overlay zone, if this approach is found to be recommended over the course of this study. This will include necessary text, diagrams, and graphics required to clarify the intent, goals, and requirements of the ordinance. After a round of edits, we would recommend providing document files to Midvale City for final ordinance refinements.

Project Completion & Closeout

MHTN's approach for successful closeout of corridor planning projects includes two stages of Final Document Review:

- **90% Framework Draft Review** – This review by the Project Team and selected Stakeholders confirms all necessary content and project scope has been included in the draft and the plan organization is successful. Completion of this phase of review will advance the project to the Final Draft Review.
- **Final Draft Review** – After comments from the Framework Draft have been incorporated, and internal QA/QC process by MHTN, the Final Draft will be ready for review. This review stage focuses on grammar, copy edits, and consistency of terminology, and final plan details regarding implementation.

Once both stages of review have been completed, the final document is prepared in physical and digital formats and provided to the City.

2100 South Concept Design | Salt Lake City

PROVIDING ADDED VALUE

The MHTN-led team will maximize value for the project budget. MHTN has recently completed the State Street Corridor Plan, and is currently in the final stages of completing the Midvale Station Areas Planning effort. Those projects completing now just as this study would begin, aligns ideally with the availability of our team members to serve this project, with recent knowledge of projects in this area of Midvale. Emanating from those projects, MHTN has an excellent working relationship with important institutional stakeholders, including key contacts at UTA for any items pertaining to Fort Union Station Area and its interface with the Fort Union / 7200 S.

Our work with Midvale and UDOT on the State Street Corridor Plan has helped us to understand the needs and desires in this area, and we are well-connected with key individuals with UDOT. Working with LCG on these recent projects, LCG has already collected much of the data and performed some of the analysis required. Similarly, Alta & Parametrix collaborated on the State Street Corridor Plan and now working together on the Transportation Master Plan. Bringing together the same team from these past efforts results in added value to Midvale, in the form of expedited analysis and ability to maximize budget in areas such as considering corridor options and urban design and transportation toolbox.

For instance, we are already familiar with the recommendation from the Station Areas Plan for a back of curb shared-use path along the Fort Union corridor and our team can quickly begin 'ground-truthing' this option if selected.

Most importantly, by hiring a team with deep experience in Midvale, a community who often feels misunderstood, we know your Planning Commission, City Council, and Community Development Staff. From this we know how to best engage them and enables us to continue working together consistently, upon relationships of trust which have already been established

PROJECT SCOPE MATRIX

SCOPE AREA		SCOPE DETAIL	RESPONSIBILITY				COORDINATION NOTES
	Project Fee	**$115,000**	**MHTN** $68,000	**LELAND** $22,000	**PARAMETRIX** $12,500	**ALTA** $12,500	
1.00	**Project Management**		**Primary**				
1.1	Project Kick-off Meeting and Site Tour		Primary		Tertiary	Tertiary	Kick-off and tour organized by MHTN, attendance by Alta and Parametrix. DELIVERABLE: Summary of project vision, goals, and objectives from Kick-off Meeting.
1.2	Project Work Plan		Primary				DELIVERABLE: Final Work Plan
1.2.1	- Public Engagement Plan		Primary				
1.3	Regular Team Work Sessions		Primary	Tertiary	Tertiary	Tertiary	Attendance by team members as appropriate to stage of planning process.
2.00	**Comprehensive Analysis**			**Primary**			
2.1	Existing Plan Assessment	Review existing plans to summarize relevant goals, objectives, policies and projects.	Primary	Secondary	Secondary	Secondary	DELIVERABLE: Summary of existing plan goals/themes and Existing Conditions Report.
2.2	Existing Conditions Analysis						
2.2.1	- Urban Design Assessment	Roadway & land use context review and analysis.	Primary				
2.2.2	- Mobility Assessment	Understand barriers / challenges for multiple modes.			Primary	Primary	
2.2.3	- Infill & Redelopment Assessment	Identify parcels for change based on potential.		Primary			
2.2.4	- Zoning & Regulatory Assessment	Review existing regulatory controls/identify hurdles.		Primary			
2.3	Economic Development Study						
2.3.1	- Economic Impact Study	Report illustrating area's economic impact to City.		Primary			DELIVERABLE: Economic Development Study
2.3.2	- Land Use & Market Study	Report illustrating current and future land uses.	Secondary	Primary			
3.00	**Refine Plan**						
3.1	Concept Plan		Primary	Secondary	Secondary	Secondary	DELIVERABLE: Concept Plan Options
3.1.1	- Streetscape Design Evaluation Criteria	Work with project management team to develop highest priority criteria for evalutating concepts.	Primary		Secondary	Secondary	
3.2	Draft Action Plan	Roadmap for implementation including short, medium and long-term recommend improvements.		Primary			DELIVERABLE: Draft Action Plan
3.3	Public workshop		Primary	Secondary	Secondary	Secondary	DELIVERABLE: Refined project vision, goals, and objectives via input from public workshop.
4.00	**Ft. Union Blvd. (7200 South) Alternatives Analysis Study**						
4.1.1	Best Practices Case Studies	Up to (8) best practice examples/case studies.	Primary	Secondary	Secondary	Secondary	
4.1.2	Conceptual Design Alternatives	Conceptual design alternatives for the entire corridor land use, transportation and urban design.	Primary	Secondary	Secondary	Secondary	
4.1.3	Compartive Assessment	Comparitive assessment matrix and impacts of alternatives.		Primary			
4.2	Scenarios Analysis	(3) land use and transportation scenarios.	Primary	Secondary	Secondary	Secondary	DELIVERABLE: State Street Alternatives Analysis Study
5.00	**Ft. Union Blvd. (7200 South) Design & Demonstration Sites**		**Primary**				
5.1	Demonstration Site Plans	(3) site specific site plans to show transportation, urban design, and zoning recommendations.	Primary	Secondary	Secondary	Secondary	DELIVERABLE: Demonstration Site Plans
5.2	Urban Design & Roadway Design Toolbox	Ideas & illustrations to support implementation & feasibility over time.	Primary		Secondary	Secondary	DELIVERABLE: Urban Design & Roadway Design Toolbox
5.3	Open House	Interactive open house to solicit feedback.	Primary	Tertiary	Secondary	Secondary	DELIVERABLE: Open House
6.00	**Design Development & Final Report**		**Primary**				
6.1.1	Final Action Plan for Preferred Alternative	Projects, programs and policies needed to implement the plan vision and goals	Primary	Secondary	Secondary	Secondary	DELIVERABLES: Final Report & Final Action Plan
6.1.2	Prelimary Engineering Designs & Cost Estimates	Detailed concept designs, cost estimates and UDOT coordination for three demonstration sites	Secondary		Primary	Tertiary	DELIVERABLE: Preliminary Engineering Designs & Cost Estimates
7.00	**Regulatory Framework**		**Primary**				
7.1	New Zoning Ordinance	New or refined corridor zoning ordinance & implementation	Primary	Tertiary			DELIVERABLE: Zoning Ordinanance substantially complete

FEATURE PUBLIC ART that TELLS the HISTORY, while BEING INTERACTIVE
IMPROVE PARKING LOTS BEHIND BUILDINGS
PROMOTE the RECREATION INDUSTRY. BUILD VISITOR CENTER
CREATE FACADE and SMALL BUSINESS LOAN PROGRAMS to SUPPORT BUSINESS OWNERS
ADD GATEWAY to ENHANCE SENSE of ARRIVAL
DANVILLE
INCORPORATE more BLADE SIGNS on STOREFRONTS and WALKING BOULEVARDS
ADD STREETSCAPE ELEMENTS such as BENCHES
CREATE OUTDOOR DINING OPPORTUNITIES along VERNAL AVE.
REVITALIZE the LAMPLIGHTER PROPERTY into a COMMUNITY SPACE that can CONNECT the CONFERENCE CENTER to DOWNTOWN MAIN ST.
X
YOUR THOUGHTS and IDEAS HERE

TIMELINE

DISCOVERY + VISION

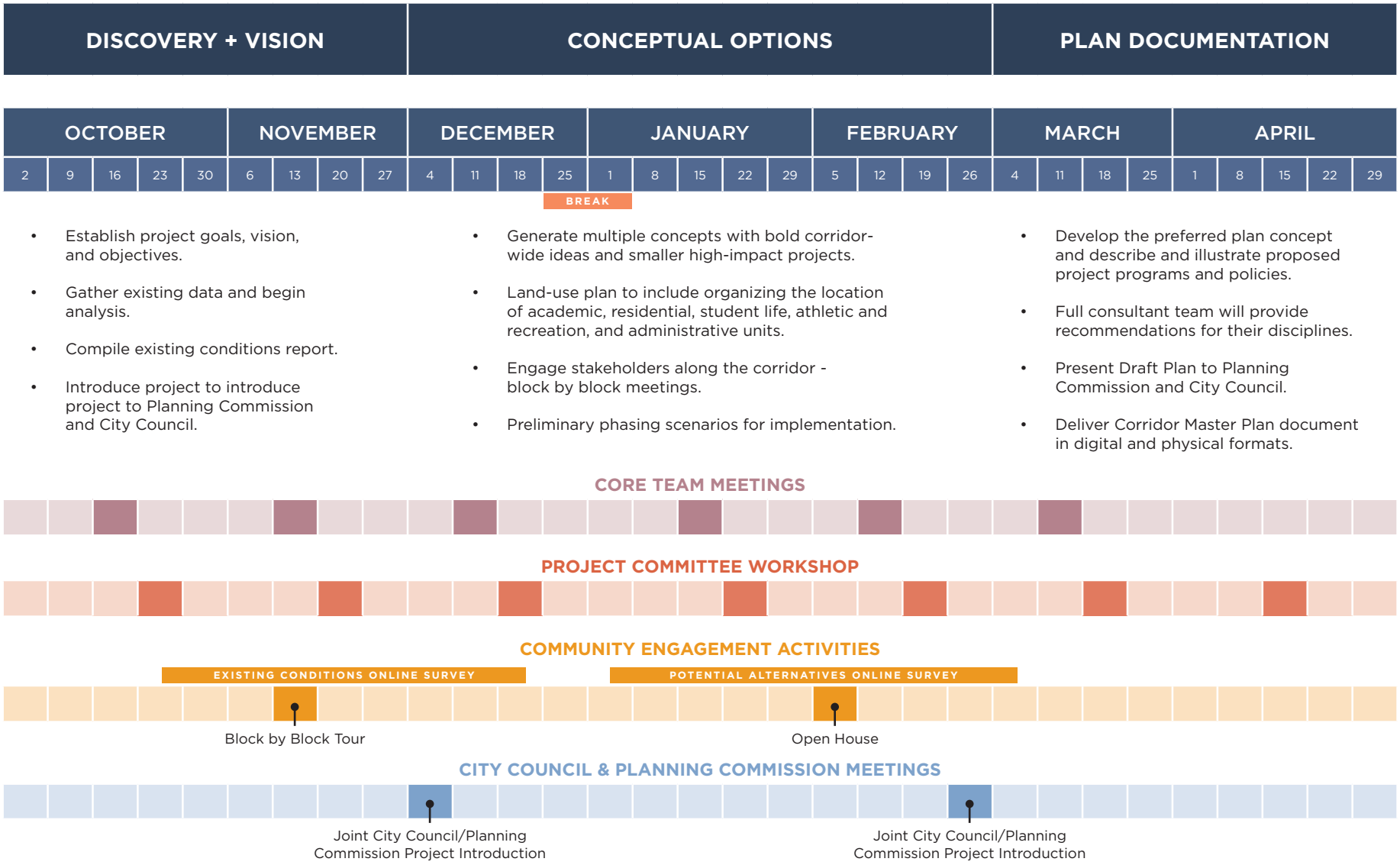
- Establish project goals, vision, and objectives.
- Gather existing data and begin analysis.
- Compile existing conditions report.
- Introduce project to introduce project to Planning Commission and City Council.

CONCEPTUAL OPTIONS

- Generate multiple concepts with bold corridor-wide ideas and smaller high-impact projects.
- Land-use plan to include organizing the location of academic, residential, student life, athletic and recreation, and administrative units.
- Engage stakeholders along the corridor - block by block meetings.
- Preliminary phasing scenarios for implementation.

PLAN DOCUMENTATION

- Develop the preferred plan concept and describe and illustrate proposed project programs and policies.
- Full consultant team will provide recommendations for their disciplines.
- Present Draft Plan to Planning Commission and City Council.
- Deliver Corridor Master Plan document in digital and physical formats.



REFERENCES

Lynn Jacobs
Transportation Engineer
Salt Lake City Department of Transportation
349 S 200 E STE 150, Salt Lake City, UT 84111
P 801-367-3358 E lynn.jacobs@slcgov.com

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Salt Lake Department of Transportation
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City Manager & Economic Development Director
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Shayne Scott
Summit County Manager
Summit County (Fmr. Kaysville City Manager)
60 N. Main, P.O. Box 128, Coalville, UT 84017
P 435-477-2873 E sscott@summitcounty.org

MHTN
ARCHITECTS

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 6, 2023

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2023-R-52 authorizing the Mayor to enter into an Engineering Services Agreement between Midvale City and Paul Hansen Associates LLC for the 2024 West Main Street Area Roadway and Utility Project.

SUBMITTED BY: Kate Andrus, RDA Program Manager

CITIZEN'S AGENDA: This agenda item is to approve a engineering service agreement between Midvale City and Paul Hansen Associates LLC for the West Main Street Area Roadway and Utility Project.

SUMMARY:

The West Main Street Area Infrastructure Study was recently completed by Paul Hansen Associates LLC under a contract executed on December 2, 2020. This study aimed to evaluate and provide recommendations for utilities, easements, and property parcels in the area west of Main Street. It signifies the initial phase of upgrading utilities and infrastructure crucial for the revitalization of the Main Street area. The next step in this project is the design of the West Main Street Area roadway and utilities.

Given their prior involvement in the study, the staff collaborated with Paul Hansen Associates LLC to formulate a scope of work and agreement for design and project management services in this upcoming phase. The proposed agreement has been reviewed by the City Attorney and RDA Staff. Staff now seeks City Council authorization to execute the agreement, enabling survey work to commence before any potential heavy snowfall. The anticipated completion date for this phase is July 1, 2024, and will be followed shortly by a formal bidding process and eventual utilities and roadway construction.

FISCAL IMPACT:

This design contract and the following construction will be funded through a combination of funding sources including state funds allocated as part of UCA 72-2-121, Main Street CDA funds, and related utility project funds. As part of UCA 72-2-121, Midvale City receives annual funding of $500,000 from the County of the First Class Highway Projects Fund. These funds must be used for roadway congestion and safety improvements. Having received the first allotment in FY22, Midvale City will continue to receive these funds for the next 15 years, totaling $7,500,000 over time.The engineering services required for the West Main Street Area Roadway and Utility improvements total $142,920, which will be funded from the UCA 72-2-121 project funds and the Main Street CDA infrastructure budget .

RECOMMENDED MOTION:

“I move to suspend the rules and approve Resolution 2023-R-52 authorizing the Mayor to enter into an Engineering Services Agreement between Midvale City and Paul Hansen Associates LLC for the 2024 West Main Street Area Roadway and Utility Project.”

Attachments:
Resolution No. 2023-R-52
Professional Exemption Memo
Engineering Services Agreement

MIDVALE CITY, UTAH

RESOLUTION NO. 2023-R-52

A RESOLUTION OF MIDVALE CITY AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT BETWEEN MIDVALE CITY AND PAUL HANSEN ASSOCIATES LLC FOR THE 2024 WEST MAIN STREET ARES ROADWAY AND UTILITY PROJECT.

WHEREAS, Midvale City desires to prepare construction and bid documents for the West Main Street area located between Main Street and Holden Street and between Center Street and Depot Street as shown and described in Figure 1 of Exhibit A 2024 Utility and Roadway Reconstruction Project;

WHEREAS, As part of the planning for the redevelopment, Midvale has adopted the Main Street Small Area Plan and the Main Street Form-Based Code in its redevelopment of the West Main Street Area;

WHEREAS, To further assist in the development of the conceptional plans, Midvale enlisted the services of Paul Hansen Associates to complete an infrastructure study which evaluated and made recommendations for utilities, easements, property parcels and rights of way in the West Main Street Area;

WHEREAS, Midvale City recognizes that Paul Hansen Associates provides professional engineering services and is uniquely qualified to prepare the Construction and Bid Documents due to its completion of the West Main Street Area Infrastructure Study (PHA, July 2021) and its familiarity with Midvale's existing infrastructure.

WHEREAS, funding for this project will derive from funds received by Midvale City through the First Class Highway Projects Fund and the Main Street CDA infrastructure budget.

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah, to hereby authorize the Mayor to enter into an Engineering Services Agreement between Midvale City and Paul Hansen Associates LLC for the 2024 West Main Street Area Roadway and Utility Project.

This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 6th day of December, 2023

_____

Marcus Stevenson
Mayor

ATTEST:

_____

Rori L. Andreason, MMC
City Recorder

Voting by the Council:	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Heidi Robinson	_____	_____
Dustin Gettel	_____	_____

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7505 S Holden Street
Midvale, UT 84047
(801) 567-7200
www.MidvaleCity.org

MEMORANDUM

To: Matt Dahl, City Manager
From: Kate Andrus, RDA Program Manager
Nate Rockwood, Assistance City Manager
CC: Susan Stengel, Procurement/Contract Analyst
Date: August 14, 2023
Subject: Professional Services Exception Request - Design Work for the West Main Street Area

---

Midvale City is requesting a professional services exception for the development of design plans and construction bid documents for utility and roadway improvements for the West Main Street Area. The West Main Street Area Infrastructure Study was recently completed by Paul Hansen under a contract executed on 12/2/2020. After receiving approval from City Council, staff would like to take the next steps to complete the utility and roadway design and accompanying construction documents. The estimated cost of this project is $134,920.00

Per Midvale City Municipal Code§ 3.02.030, "Any expenditure for professional services which by their nature are not reasonably adapted to award by competitive bidding and require elevated degree of specialized knowledge and discretion, including labor, effort, or work Examples of expenditures qualifying for a Professional Services exemption include:

a. Accounting;
b. Architecture;
c. Artistic endeavors;
d. Auditing;
e. City planning;
f. Construction design and management;
g. Engineering;
h. Financial services;
i. Information technology;
j. Law;
k. Materials testing;
l. Medicine;
m. Psychiatry;
n. Surveying; and
o. Underwriting.

Contracts for such expenditures shall be awarded at the discretion of the City Manager, based on the recommendation of the Department Head or Procurement Officer. If the City Manager determines that competitive bidding for certain professional services would benefit the City, the procedures set forth in Section 3.02.130 must be followed."

Paul Hansen completed the initial survey of the West Main Street Area, which evaluated and made recommendations for utilities, easements, property parcels. Due

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to their prior involvement in this project, staff believe it will take less time and be financially less expensive to have Paul Hansen develop the design and construction of bid documents for the West Main Street Area.

Please indicate approval of this Professional Service.

Approved:

DocuSigned by:
Matt Dahl 8/16/2023
886E05BB3D05476...
Matt Dahl, City Manager

7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL
STAFF REPORT
12/6/2023

SUBJECT

Annual Open and Public Meetings Act Training

SUBMITTED BY

Garrett Wilcox, City Attorney

CITIZEN AGENDA SUMMARY

City staff is providing training to the City Council on the Open and Public Meetings Act as required by state law.

BACKGROUND AND OVERVIEW

Utah Code Ann. § 52-4-104 requires that members of a public body are provided annual training on the Open and Public Meetings Act. Tonight's training will cover the following topics:

- The Act's legislative intent;
- Definitions;
- Notice requirements;
- Agenda requirements;
- Public meeting requirements;
- Public hearing requirements;
- Closed meetings requirements;
- Common violations;
- Minute requirements; and
- Enforcement mechanisms.

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www.MidvaleCity.org

MIDVALE CITY COUNCIL
STAFF REPORT
12/6/2023

SUBJECT

Discussion regarding conveyance and acceptance of park area adjacent to Zions/Jordan Bluffs.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

On November 16, 2021, the Council approved the final plat of Jordan Bluffs 2nd Amended Subdivision. The plat identified “Parcel B” consisting of 4.2 acres. Parcel B, intended for park and open space purpose, has been improved as the first phase of a multi-phase park; ultimately consisting of 15 acres and extending south along the top of the bluff overlooking the Jordan River. Parcel B is fully landscaped and improved, has been inspected by Community Development and Public Works staff, and is recommended for conveyance to the City. Improvements include a children’s play area, field area, pickleball court, half basketball court, volleyball court, bbq stands and picnic tables. In addition, a trail connection from the top of the bluff to the Jordan River Parkway Trail has been constructed.

Section 3.3.1, Amended and Restated Master Development Agreement for Jordan Bluffs (MDA), outlines the process for park construction and conveyance, stating in part “the required park improvements shall be completed…in conjunction with the construction of each project phase with frontage adjacent to the central community park”; further stating “the City will accept the required park improvements in phases as the work is completed”. This first phase is compliant with Section 3.3.1 of the MDA.

Acceptance of the park area will officially open it for public use.

The City’s Legal Department reviewed conveyance documents and finds them acceptable. Staff will prepare a resolution for consideration of formal acceptance and conveyance of the park area for the January 2, 2024 Council meeting.

STAFF RECOMMENDATION

No formal action will be taken. Staff will bring the item back for formal acceptance in January through a resolution.

RECOMMENDED MOTION

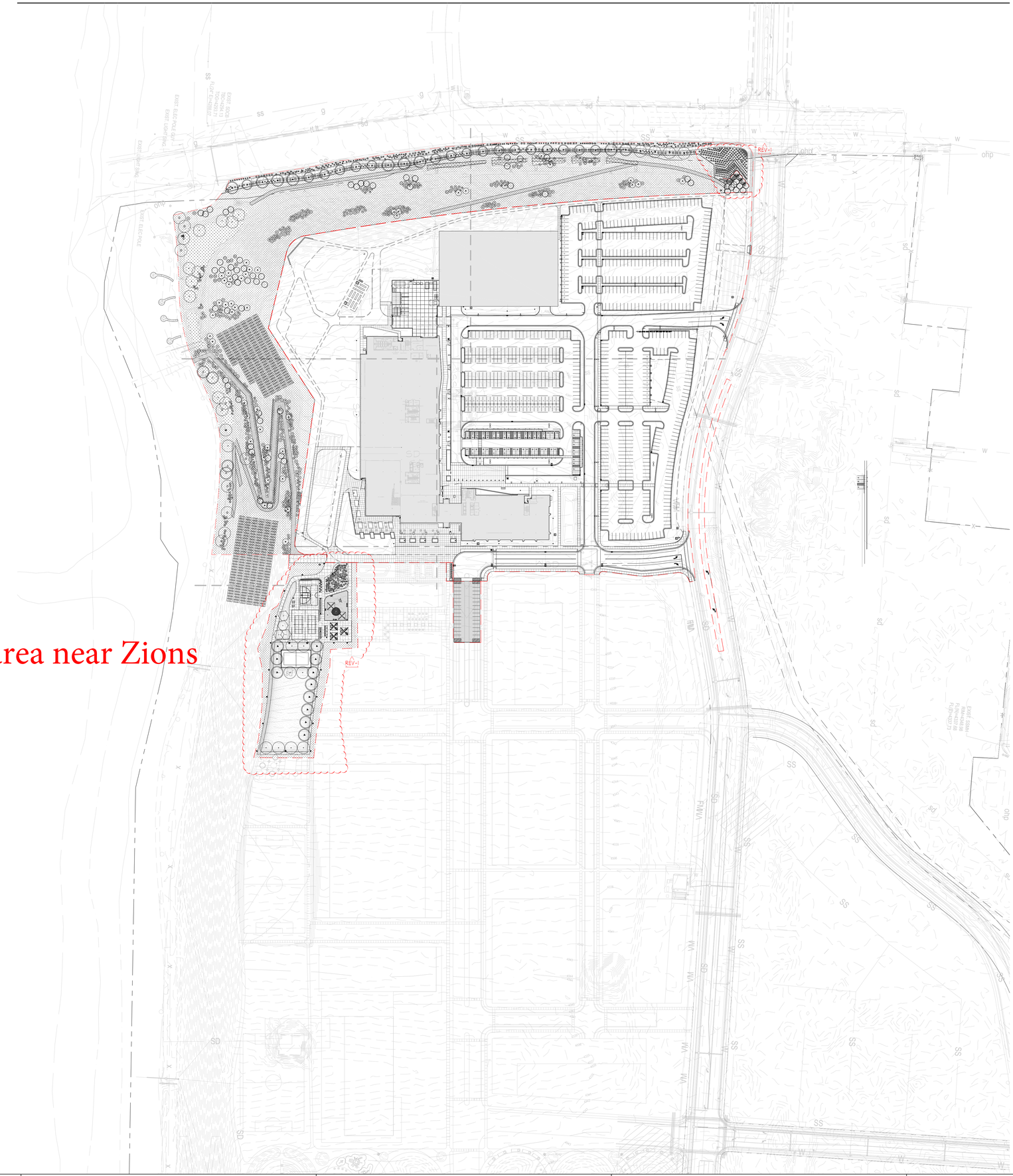
No motion is proposed as this is a discussion item only.

CITIZEN AGENDA SUMMARY

The City Council will discuss acceptance of a newly completed park in Jordan Bluffs, next to the Zions Technology campus.

ATTACHMENTS

1. Site Plan
2. Landscape Plan
3. Subdivision Plat



Park area near Zions

WRNSSTUDIO
501 SECOND STREET
4TH FLOOR, STE. 402
SAN FRANCISCO
CALIFORNIA 94107
415.489.2224 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

Arc Sitio Design, Inc
Landscape Architecture & Architectural Site Design

1058 East 2100 South Salt Lake City, Utah 84106
office 801.487.4923 fax fax 801.466.3046

LICENSED LANDSCAPE ARCHITECT
Richard L. Gilbert
No. 5734299
Dec. 15, 2021
STATE OF UTAH

ISSUES	DATE
DESIGN DEVELOPMENT	07/17/2020
ZIONS FINAL SITE PLAN	08/03/2020
ZIONS FINAL SITE PLAN – REV.1	09/09/2020
ZIONS FINAL SITE PLAN – REV. 2	10/09/2020
ZIONS FINAL SITE PLAN – REV. 3	11/02/2020
ZIONS FINAL SITE PLAN – REV. 4	11/23/2020
BID SET	12/11/2020

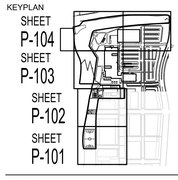
#	REVISION LIST	DATE
REV-1	REVISION 1	12/27/2021

VIEW 78

PHASE 1 PARK AND SLOPE

Midvale, UT 84047

KEYPLAN



PROJECT NO.: 20002.00
DATE: 12/15/2021
SCALE: 1" = 100'-0"

SHEET TITLE:

OVERALL SITE LANDSCAPE PLAN

0 50 100 200

NORTH

SHEET NO:

REV-1 P-L100

3/24/2020 3:02:33 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

MATCH LINE: SEE P-L103

MATCH LINE: SEE P-L101

3/24/2020 3:02:33 PM

WRNSSTUDIO
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Richard L. Gilbert
No. 5734299
Dec. 15, 2021
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ZIONS FINAL SITE PLAN – REV. 2	10/09/2020
ZIONS FINAL SITE PLAN – REV. 3	11/02/2020
ZIONS FINAL SITE PLAN – REV. 4	11/23/2020
BID SET	12/11/2020

#	REVISION LIST	DATE
REV-1	REVISION 1	12/27/2021

VIEW 78

PHASE 1 PARK AND SLOPE

Midvale, UT 84047

KEYPLAN

PROJECT NO.: 20002.00
DATE: 12/15/2021
SCALE: 1" = 20'-0"

SHEET TITLE:

SITE LANDSCAPE PLAN

0 10 20 40 NORTH

SHEET NO:

P-L102

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

JORDAN BLUFFS 2ND AMENDED SUBDIVISION

AMENDING JORDAN BLUFFS LOT 201A AMENDED SUBDIVISION AND LOT 204 OF JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION ALSO VACATING A PORTION OF PUBLIC STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS
LOCATED IN THE NORTHEAST & SOUTHEAST QUARTER OF SECTION 35 & THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH

VICINITY MAP
NOT TO SCALE

ROCKY MOUNTAIN POWER NOTES:
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THESE PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
   2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   2.4. ANY OTHER PROVISION OF LAW.

Dominion Energy Utah - Note:
Questar Gas Company dba Dominion Energy Utah, approves this plat for the purpose of approximating the general location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be constructed to warrant or verify the precise location of such items. The Rights-of-Way and Easement terms as listed in adjacent recitations restrictions apply to the recorded right-of-way and easement grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service, for further information please contact Dominion Energy Utah's Right-of-Way Department at 800-366-8532.

LINE TABLE		
LINE	BEARING	LENGTH
PL1	N0°00'00"E	124.58'
PL2	N47°59'09"W	30.66'
PL3	N37°43'31"W	42.50'
PL4	S81°32'25"E	102.52'
PL5	N85°15'24"E	147.80'
PL6	N77°33'30"E	56.17'
PL7	S39°54'40"E	125.53'
PL8	S12°21'11"E	52.85'
PL9	S8°28'42"W	112.58'
PL10	S2°50'06"E	70.43'
PL11	S14°03'54"E	230.09'
PL12	S3°23'34"E	140.14'
PL13	S20°38'28"E	50.85'
PL14	S65°57'46"E	152.03'
PL15	N65°57'46"W	152.03'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	646.00'	719.05'	63°46'30"	S34°04'31"E	682.50'
PC2	546.00'	148.39'	15°34'17"	S58°10'23"E	147.93'
PC3	554.00'	616.65'	63°46'30"	N34°04'31"W	585.30'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C3	500.00'	61.47'	7°02'37"	N80°31'18"E	61.43'
C4	851.00'	340.83'	22°56'49"	S2°41'54"W	338.50'
C5	30.00'	44.91'	85°46'30"	N34°06'45"E	40.83'
C8	30.00'	45.40'	86°42'34"	N59°22'15"W	41.19'
C7	469.50'	57.72'	7°02'37"	N80°31'18"E	57.68'
C8	530.50'	62.67'	6°46'16"	N80°39'23"E	62.64'
C9	20.00'	31.42'	90°00'00"	S39°02'37"W	28.28'
C10	40.00'	62.83'	90°00'00"	S39°02'37"W	56.57'
C11	10.00'	14.19'	81°16'45"	S43°24'15"W	13.03'
C12	1000.00'	152.21'	8°43'15"	S1°35'45"E	152.06'
C13	700.00'	226.33'	18°31'31"	S5°03'41"E	225.35'
C14	55.00'	64.00'	66°40'24"	S40°52'25"W	60.45'
C15	7451.30'	1093.19'	8°24'20"	S78°24'48"W	1092.17'

Interceptor Easement No. 1
Beginning at a point being South 00°12'34" West 402.06 feet along the section line and West 1,599.45 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southeasterly 44.42 feet along the arc of a 851.00 foot radius curve to the left (center bears South 76°11'16" East and the chord bears South 12°19'01" West 44.41 feet with a central angle of 02°59'25"); thence North 30°10'39" West 45.31 feet; thence North 00°42'00" East 582.13 feet; thence North 85°15'24" East 19.20 feet; thence North 77°33'30" East 11.18 feet; thence South 00°42'00" West 578.21 feet; thence South 30°10'39" East 4.28 feet to the point of beginning.
Contains 18,126 Square Feet or 0.416 Acres

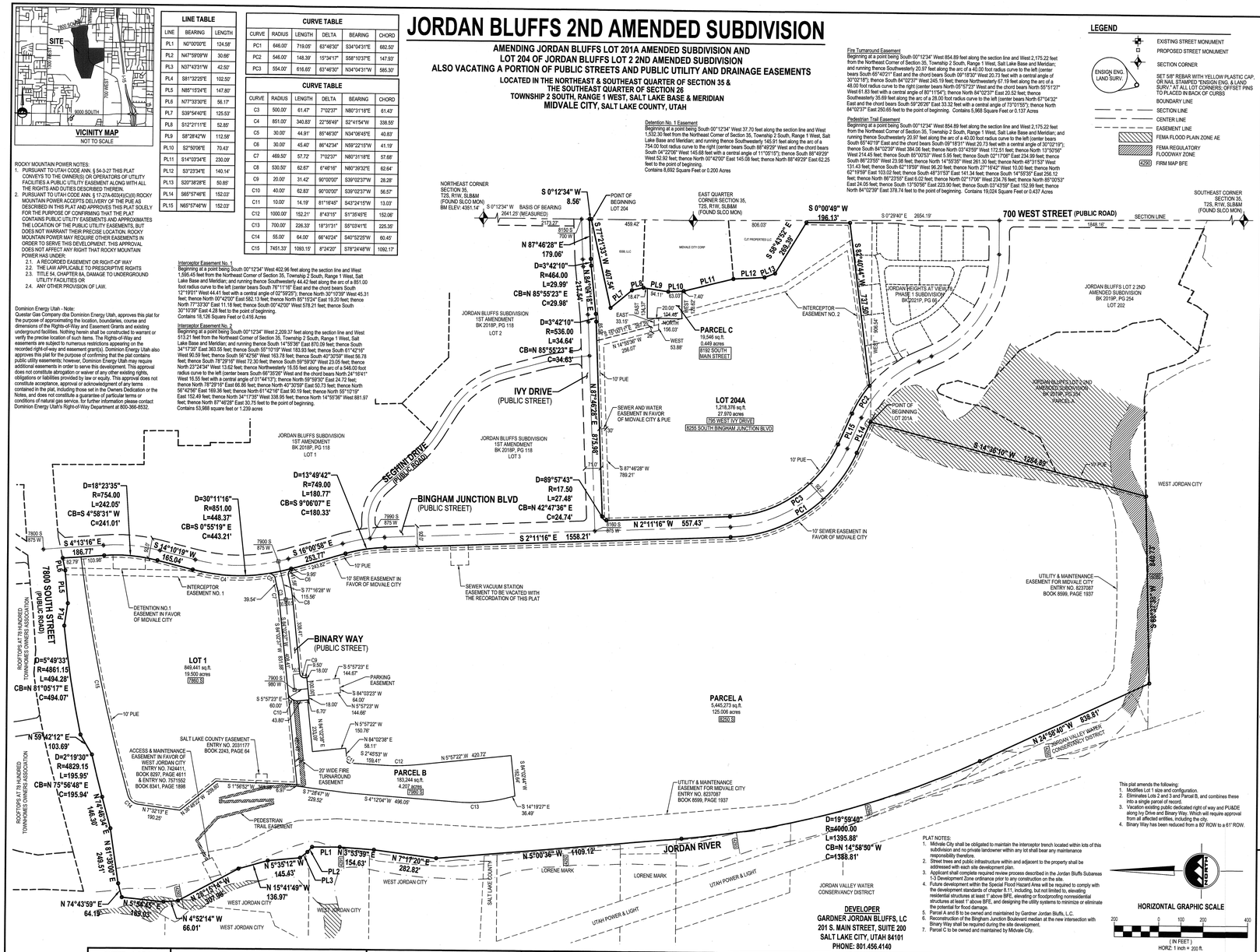
Interceptor Easement No. 2
Beginning at a point being South 00°12'34" West 2,209.37 feet along the section line and West 513.21 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 14°55'36" East 870.09 feet; thence South 34°17'30" East 363.56 feet; thence South 55°10'19" West 183.93 feet; thence South 61°42'16" West 90.59 feet; thence South 28°17'44" East 163.78 feet; thence South 40°30'55" West 56.78 feet; thence South 78°29'16" West 72.30 feet; thence South 59°59'30" West 23.05 feet; thence North 23°24'34" West 13.62 feet; thence Northwesterly 16.55 feet along the arc of a 546.00 foot radius curve to the left (center bears South 66°35'26" West and the chord bears North 24°16'41" West 16.55 feet with a central angle of 01°44'13"); thence North 59°59'30" East 24.72 feet; thence North 78°29'16" East 66.86 feet; thence North 40°30'55" East 50.73 feet; thence North 56°42'56" East 169.36 feet; thence North 61°42'16" East 90.19 feet; thence North 55°10'19" East 152.49 feet; thence North 34°17'30" West 538.65 feet; thence North 14°55'36" West 881.97 feet; thence North 87°46'28" East 30.75 feet to the point of beginning.
Contains 53,988 square feet or 1.239 acres

Detention No. 1 Easement
Beginning at a point being South 00°12'34" West 37.70 feet along the section line and West 1,532.30 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southeasterly 145.91 feet along the arc of a 754.00 foot radius curve to the right (center bears South 68°46'29" West and the chord bears South 04°20'06" West 145.68 feet with a central angle of 11°05'15"); thence South 88°49'29" West 52.92 feet; thence North 00°42'00" East 145.08 feet; thence North 88°49'29" East 62.25 feet to the point of beginning.
Contains 8,692 Square Feet or 0.200 Acres

Fire Turnaround Easement
Beginning at a point being South 00°12'34" West 854.89 feet along the section line and West 2,175.22 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southwesterly 20.97 feet along the arc of a 40.00 foot radius curve to the left (center bears South 65°40'21" East and the chord bears South 09°18'30" West 20.73 feet with a central angle of 30°02'18"); thence South 84°12'37" West 245.19 feet; thence Northwesterly 67.19 feet along the arc of a 48.00 foot radius curve to the right (center bears North 05°57'23" West and the chord bears North 55°51'27" West 61.83 feet with a central angle of 80°11'54"); thence North 84°12'37" East 20.02 feet; thence Southeasterly 35.69 feet along the arc of a 28.00 foot radius curve to the left (center bears North 67°04'32" East and the chord bears South 59°26'26" East 33.32 feet with a central angle of 73°01'15"); thence North 84°02'37" East 250.65 feet to the point of beginning. Contains 5,968 Square Feet or 0.137 Acres

Pedestrian Trail Easement
Beginning at a point being South 00°12'34" West 854.89 feet along the section line and West 2,175.22 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southwesterly 20.97 feet along the arc of a 40.00 foot radius curve to the left (center bears South 65°40'19" East and the chord bears South 09°18'31" West 20.73 feet with a central angle of 30°02'19"); thence South 84°12'39" West 384.06 feet; thence North 03°43'59" West 172.51 feet; thence North 13°50'56" West 214.45 feet; thence South 85°03'53" West 55.15 feet; thence South 02°17'06" East 234.99 feet; thence South 86°23'55" West 23.98 feet; thence North 14°50'35" West 261.30 feet; thence North 48°31'53" West 131.43 feet; thence North 62°17'59" West 96.20 feet; thence North 27°16'42" West 10.00 feet; thence North 62°19'59" East 103.02 feet; thence South 48°31'53" East 141.34 feet; thence South 14°55'36" East 256.12 feet; thence North 86°23'55" East 6.02 feet; thence North 02°17'06" West 234.76 feet; thence North 85°03'53" East 24.05 feet; thence South 13°50'56" East 223.00 feet; thence South 03°43'59" East 152.99 feet; thence North 84°02'59" East 378.74 feet to the point of beginning. Contains 19,024 Square Feet or 0.437 Acres

LEGEND
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- FEMA FLOOD PLAIN ZONE AE
- FEMA REGULATORY FLOODWAY ZONE
- 4250 FIRM MAP BFE



This plat amends the following:
1. Modifies Lot 1 size and configuration.
2. Eliminates Lots 2 and 3 and Parcel B, and combines these into a single parcel of record.
3. Vacation existing public dedicated right of way and PU&DE along Ivy Drive and Binary Way. Which will require approval from all affected entities, including the city.
4. Binary Way has been reduced from a 80' ROW to a 61' ROW.

PLAT NOTES:
1. Midvale City shall be obligated to maintain the interceptor trench located within lots of this subdivision and no private landowner within any lot shall bear any maintenance responsibility therefore.
2. Street trees and public infrastructure within and adjacent to the property shall be addressed with each site development plan.
3. Applicant shall complete required review process described in the Jordan Bluffs Subareas 1-3 Development Zone ordinance prior to any construction on the site.
4. Future development within the Special Flood Hazard Area will be required to comply with the development standards of chapter 8.11, including, but not limited to, elevating residential structures at least 1' above BFE, elevating or floodproofing nonresidential structures at least 1' above BFE, and designing the utility systems to minimize or eliminate the potential for flood damage.
5. Parcel A and B to be owned and maintained by Gardner Jordan Bluffs, L.C.
6. Reconstruction of the Bingham Junction Boulevard median at the new intersection with Binary Way shall be required during the site development.
7. Parcel C to be owned and maintained by Midvale City.

DEVELOPER
GARDNER JORDAN BLUFFS, LC
201 S. MAIN STREET, SUITE 200
SALT LAKE CITY, UTAH 84101
PHONE: 801.456.4140

HORIZONTAL GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
HORZ: 1 inch = 200 ft.

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 286882, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; I further certify that by authority of the Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records of the county recorders office. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

JORDAN BLUFFS LOT 201A AMENDED SUBDIVISION
Beginning at a point on the Section line being South 00°29'40" East 806.03 feet along the section line and West 908.54 feet from the East Quarter Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 14°36'10" West 1,284.89 feet; thence South 88°37'38" West 840.73 feet to the east bank of the Jordan River; thence along said east bank of said Jordan River the following thirteen (13) courses: (1) North 24°58'40" West 838.81 feet; (2) Northeasterly 1,395.88 feet along the arc of a 4,000.00 foot radius curve to the right (center bears North 65°01'20" East and the chord bears North 14°58'50" West 1,388.81 feet with a central angle of 19°59'40"); (3) North 05°00'30" West 1,109.12 feet; (4) North 01°17'20" East 282.82 feet; (5) North 03°53'59" East 154.63 feet; (6) North 12°4'58" East 136.97 feet; (7) North 15°41'49" West 407.56 feet; (8) North 00°35'12" West 145.43 feet; (9) North 00°35'12" East 1,109.12 feet; (10) North 00°29'40" East 1,846.16 feet to the Southerly Right-of-Way Line of 7800 South; thence along said Southerly Right-of-Way Line the following nine (9) courses: (1) North 74°43'59" East 64.19 feet; (2) North 87°38'07" East 249.51 feet; (3) North 74°48'54" East 140.80 feet; (4) Northeasterly 195.95 feet along the arc of a 4,829.15 foot radius curve to the right (center bears South 15°12'62" East and the chord bears North 75°56'48" East 195.94 feet with a central angle of 02°19'30"); (5) North 59°42'12" East 103.69 feet; (6) Northeasterly 494.28 feet along the arc of a 4,861.15 foot radius curve to the right (center bears North 11°49'32" East and the chord bears North 81°05'17" East 494.07 feet with a central angle of 05°49'33"); (7) South 81°32'25" East 102.50 feet; (8) North 85°15'24" East 147.80 feet; (9) North 77°33'30" East 56.17 feet to the Westerly Right-of-Way Line of Bingham Junction Boulevard; thence along said Westerly Right-of-Way Line the following nine (9) courses: (1) South 04°13'16" East 186.77 feet; (2) Southeasterly 242.05 feet along the arc of a 754.00 foot radius curve to the right (center bears South 85°46'44" West and the chord bears South 04°58'31" West 241.01 feet with a central angle of 18°23'35"); (3) South 14°10'19" West 165.04 feet; (4) Southeasterly 448.37 feet along the arc of a 851.00 foot radius curve to the left (center bears South 75°49'41" East and the chord bears South 00°55'19" East 443.21 feet with a central angle of 30°11'16"); (5) South 16°00'58" East 253.77 feet; (6) Southeasterly 180.77 feet along the arc of a 749.00 foot radius curve to the right (center bears South 73°59'02" West and the chord bears South 09°06'07" East 180.33 feet with a central angle of 13°49'42"); (7) South 02°11'16" East 1,558.21 feet; (8) Southeasterly 719.05 feet along the arc of a 646.00 foot radius curve to the left (center bears North 87°48'44" East and the chord bears South 34°04'31" East 682.50 feet with a central angle of 63°46'30"); (9) South 65°57'46" East 152.03 feet to the point of beginning.
Contains 6,516,619 Square Feet or 149.605 Acres

LOT 204 OF JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION
Beginning at a point on section line, said point being South 00°12'34" West 2,173.27 feet along the Section line from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°12'34" West 8.56 feet along the section line; thence South 77°21'33" West 407.54 feet; thence South 39°54'40" East 125.53 feet; thence South 12°21'11" East 52.85 feet; thence South 08°28'42" West 112.58 feet; thence South 02°50'06" East 70.43 feet; thence South 14°03'34" East 230.09 feet; thence South 03°23'34" East 140.14 feet; thence South 54°47'52" East 269.30 feet; thence South 00°00'49" West 196.13 feet to the Northerly Boundary Line of Jordan Heights at View 78 Phase 1 Subdivision; thence South 89°59'11" East 443.00 feet along said Northerly Boundary Line to the Easterly Right-of-Way Line of Bingham Junction Boulevard; thence along said Easterly Right-of-Way Line the following four (4) courses: (1) Northwesterly 148.39 feet along the arc of a 546.00 foot radius curve to the left (center bears North 38°36'33" West and the chord bears North 56°10'37" West 147.93 feet with a central angle of 15°34'17"); (2) North 65°57'46" West 152.03 feet; (3) Northwesterly 616.65 feet along the arc of a 554.00 foot radius curve to the right (center bears North 24°02'14" East and the chord bears North 34°04'31" West 585.30 feet with a central angle of 63°46'30"); (4) North 02°11'16" West 557.43 feet to the Southerly Right-of-Way Line of Ivy Drive; thence along said Southerly Right-of-Way Line the following six (6) course: (1) Northwesterly 27.48 feet along the arc of a 17.50 foot radius curve to the right (center bears North 87°48'44" East and the chord bears North 42°47'36" East 24.74 feet with a central angle of 89°57'43"); (2) North 87°46'28" East 875.96 feet; (3) Northeasterly 34.64 feet along the arc of a 536.00 foot radius curve to the left (center bears North 02°13'32" West and the chord bears North 85°55'23" East 34.63 feet with a central angle of 03°42'10"); (4) North 84°04'18" East 217.54 feet; (5) Northeasterly 29.99 feet along the arc of a 464.00 foot radius curve to the right (center bears South 05°55'42" East and the chord bears North 85°55'23" East 29.98 feet with a central angle of 03°42'10"); (6) North 87°46'28" East 179.06 feet to the point of beginning.
Contains 1,237,322 Square Feet or 28.419 Acres

Total Acreage Contains 7,754,741 Square Feet or 178.024 Acres

PROFESSIONAL LAND SURVEYOR 12-13-21 No. 286882 PATRICK M. HARRIS STATE OF UTAH

DEC. 13, 2021
DATE

PATRICK M. HARRIS
P.L.S. 286882

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

JORDAN BLUFFS 2ND AMENDED SUBDIVISION
AMENDING JORDAN BLUFFS LOT 201A AMENDED SUBDIVISION AND LOT 204 OF JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION ALSO VACATING A PORTION OF PUBLIC STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. Owner(s) hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street.

In witness whereof I / we have hereunto set our hand (s) this 15th day of December A.D., 20 21

Christian Gardner, Manager
Gardner Jordan Bluffs, LC

Zions Bancorporation

LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) S.S.

On the 15th day of December A.D., 20 21 Christian Gardner personally appeared before me, the undersigned Notary Public, in and for Salt Lake County of Salt Lake in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the Manager of Gardner Jordan Bluffs LC a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: 08-25-2024
Chantelle Martin Taylor
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY.

NOTARY PUBLIC CHANTELLE MARTIN TAYLOR COMM. # 713720 MY COMMISSION EXPIRES AUGUST 25, 2024 STATE OF UTAH

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) S.S.

On the 16 day of December A.D., 20 21 Jennifer Smith personally appeared before me, the undersigned Notary Public, in and for Salt Lake County of Salt Lake in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the Chief Information Officer of Zions Bancorporation and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation by authority of a resolution of its Board of Directors for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: 9/27/2025
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY.

NOTARY PUBLIC Kara Pokrzy 720653 My Commission Expires 09/27/2025 STATE OF UTAH

JORDAN BLUFFS 2ND AMENDED SUBDIVISION

AMENDING JORDAN BLUFFS LOT 201A AMENDED SUBDIVISION AND LOT 204 OF JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION ALSO VACATING A PORTION OF PUBLIC STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS
LOCATED IN THE NORTHEAST & SOUTHEAST QUARTER OF SECTION 35 & THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH

RECORD OF SURVEY
ROS NO.: S-2018-03-0230
COUNTY SURVEYOR REVIEWER DATE

SHEET 1 OF 1
PROJECT NUMBER : 7058A
MANAGER : JKF
DRAWN BY : KFW
CHECKED BY : KFW
DATE : 12/13/21

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM
LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

CITY ENGINEERING DEPARTMENT
APPROVED THIS 21st DAY OF December 20 21 BY THE MIDVALE CITY ENGINEER.
MIDVALE CITY ENGINEER

CITY PLANNING
APPROVED THIS ____ DAY OF ____ 20____ BY THE MIDVALE CITY PLANNING.
CHAIR, PLANNING COMMISSION

BOARD OF HEALTH APPROVAL
APPROVED THIS 14th DAY OF December 20 21 BY THE BOARD OF HEALTH
SALT LAKE COUNTY HEALTH DEPT.

APPROVAL AS TO FORM
APPROVED THIS 17th DAY OF January 20 22 BY THE MIDVALE CITY ATTORNEY.
MIDVALE CITY ATTORNEY

CITY COUNCIL APPROVAL
PRESENTED TO THE MIDVALE CITY COUNCIL THIS 16th DAY OF November 20 21 AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.
ATTEST: MIDVALE CITY RECORDER
MAYOR

RECORDED # 13871265
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: Gardner Jordan Bluffs LC
DATE: 1/19/22 TIME: 10:19 AM BOOK: 2022P PAGE: 030
$60.00 FEES
DEPUTY SALT LAKE COUNTY RECORDER

21-35-12, 21, 22 ; 21-26-41

21-35-401-001 ; 21-35-201-006 ; 21-35-426-002