

Formal Meeting
Thursday, December 5, 2024
5:00 p.m. – 7:15 p.m.

Join Via Zoom: <https://us02web.zoom.us/j/83218828707?pwd=1mqrUaeayQpakgalawKz0eJaOYiSl4.1>

Or Join at the Public Lands Administrative Building: 1965 W. 500 S. Salt Lake City, UT 84104
Upstairs Parks Training Room

Join by phone
Phone: +1 669 444 9171
Webinar ID: 832 1882 8707
Access code: 274738

Agenda

1. Convening the Meeting	5:00 PM
A. Call to order	
B. Chair Comments	5 mins
2. Approval of Minutes	5:05 PM
– Approve November 7, 2024 meeting minutes	5 mins
3. Public Comment	5:10 PM
– Verbal comments are limited to no more than 3 minutes; 15 minutes total. Written comments are welcome.	
4. Director's Report	5:25 PM
– Summary of current high-priority department items. – Kristin Riker/Tyler Fonarow	5 mins
5. Board Action Items	5:30 PM
A. Review donations.	5 mins
6. Staff Presentations, Updates & Discussions	5:35 PM
A. Communications & Engagement Update – Mia McCain	20 mins
B. CIP discussion. – Tom Millar & PNUT Board	60 mins
C. Staff Updates. – Ashlyn Larsen	5 mins
7. Board Discussion	7:00 PM
A. Subcommittee Reporting	10 mins
B. Foothills Committee – Working Group Discussion	5 mins
C. Prepare retreat agenda	5 mins
D. Chair and Vice-Chair nominations	5 mins
E. Board comments and question period	
F. Next meeting: January 9, 2024	
G. Request for future agenda items	
8. Adjourn	7:30 PM

Staff Written Update

Please see the additional documents solicitation for consultants, and the final draft of the project work plan created by the project team and consultant team, BerryDunn.

Throughout the Strategic Capital, Acquisition and Asset Management Plan (SCAAMP) planning process, which is expected to extend into Fall of 2025, Kat Andra would like to share the following goals for PNUT Participation, on a board or subcommittee level:

- 1. Meet with the project team at least three (3) times throughout the course of the project for work sessions and collaboration.**
- 2. Provide input on the proposed planning processes for the capital, acquisition, and asset management portions of the plan.**
- 3. Review and provide feedback on the frameworks established for data collection and process implementation.**
- 4. Once complete, review and provide input on the data that is collected and shared.**
- 5. Review final project and funding proposals that will dictate funding pursuits for the next one – five, and five – 10 years.**
- 6. Review and provide feedback on final planning document and tools developed for the Department.**

Salt Lake City, UT Strategic Capital, Acquisition, and Asset Management Plan (SCAAMP)



BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207-541-2200

Table of Contents

Section	Page
Table of Contents.....	i
1.0 Introduction	1
1.1 Project Background	1
1.2 Terms and Definitions.....	1
2.0 Scope of Work.....	3
2.1 Project Deliverables.....	3
2.2 Project Work Plan Narrative	4
2.3 Phase 1: Discovery.....	4
2.3.1 Conduct Initial Project Planning	4
2.3.2 Develop a Project Work Plan and Schedule	4
2.3.3 Conduct a Data Review	4
2.3.4 Facilitate a Kickoff Presentation.....	5
2.3.5 Conduct Status Update Meetings	5
2.4 Phase 2: Engagement.....	5
2.4.1 Create a Detailed Engagement Strategy	5
2.4.2 Develop a Project Website and Engagement Portal.....	5
2.4.3 Conduct Internal Leader and Staff Activities.....	5
2.4.4 Conduct a Statistically Valid Survey	6
2.4.5 Prepare an Engagement Feedback Summary.....	6
2.5 Phase 3: Asset Management Plan	6
2.5.1 Facilitate Asset Management Plan Workshop	6
2.5.2 Develop Catalog of Assets.....	7
2.5.3 Build Best Practices Document.....	7
2.5.4 Develop KPIs	7
2.5.5 Create a Methodology for Tracking.....	7

2.6	Phase 4: Analysis	7
2.6.1	Analyze Demographics and Population Projections	7
2.6.2	Gather Mobility Data and User Geoanalysis	8
2.6.3	Prepare an Operations and Maintenance Assessment	8
2.7	Phase 5: Strategic Capital Plan	8
2.7.1	Facilitate Strategic Capital Plan Workshop	8
2.7.2	Develop Internal Decision-Making Matrix	8
2.7.3	Establish Prioritization and Scoring Criteria/Metrics	9
2.7.4	Capital Projects Planning	9
2.8	Phase 6: Acquisition Plan	9
2.8.1	Facilitate Prioritization Workshop 1	9
2.8.2	Facilitate Visioning Workshop 2	9
3.0	Project Roles and Responsibilities	11
3.1	BerryDunn Project Team	11
3.2	City Project Team	12

1.0 Introduction

This section provides a high-level background of the project as well as key terms and their definitions.

1.1 Project Background

Salt Lake City has retained Berry, Dunn, McNeil & Parker, LLC (BerryDunn) to provide a Strategic Capital, Acquisition, and Asset Management Plan (SCAAMP). The six principal goals of the Public Lands SCAAMP are as follows:

- Maintaining and improving the level of public lands service in a growing capital city through property acquisition and development and the improvement of existing properties.
- Achieving the five principal Public Lands Master Plan (PLMP) goals
- Developing prioritization criteria; creating a five- to 10-year strategic capital project schedule for new projects, replacement projects, and property acquisition; and recommending internal and external funding sources.
- Aligning Public Lands goals and outcomes with the upcoming citywide capital facilities plan (CFP), the impact fee facilities plan (IFFP), and the capital improvement program's (CIP's) goals and project selection.
- Aligning public lands needs and available or possible future funding.
- Creating a living document that can be easily evaluated and updated internally on an annual basis.

1.2 Terms and Definitions

Table 1: Terms and Definitions

Term	Definition
AI	Artificial Intelligence
BerryDunn	Berry, Dunn, McNeil & Parker, LLC
CFP	Capital Facilities Plan
CIP	Capital Improvement Program
City	Salt Lake City
IFFP	Impact Fee Facilities Plan
OCI	Overall Condition Index
PLMP	Public Lands Master Plan

Term	Definition
PM	Project Manager
SCAAMP	Strategic Capital, Acquisition, and Asset Management Plan
SME	Subject Matter Expert

2.0 Scope of Work

This section defines the scope of the project, summarizes the list of contract deliverables for each project phase and their estimated delivery dates, and provides a high-level description of project activities.

2.1 Project Deliverables

This project consists of 21 core project deliverables. Table 2 lists each deliverable and its estimated delivery date.

Table 2: Project Deliverables

Deliverable	Estimated Delivery Date
Phase 1: Discovery	
D1. Project Work Plan and Schedule	October 2024
Phase 2: Engagement	
D2. Detailed Engagement Strategy	November 2024
D3. Community Survey (Statistically Valid)	April 2025
D4. Engagement Feedback Summary	May 2025
Phase 3: Asset Management Plan	
D5. Catalog of Public Lands Assets	December 2024
D6. Best Practices Document	January 2025
D7. Key Performance Indicators (KPIs)	January 2025
D8. Tracking Methodology	January 2025
Phase 4: Analysis	
D9. Enhanced Market Profile	April 2025
D10. Capital Projects Years 1 – 5	March 2025
D11. Capital Projects Years 6 – 10	March 2025
D12. Operations and Maintenance Assessment	May 2025
D13. Data Update From the 2019 Needs Assessment	May 2025
Phase 5: Strategic Capital Plan	
D14. Internal Decision-Making Matrix	June 2025
D15. Prioritization and Scoring Criteria/Metrics for Capital Projects	June 2025
D16. Capital Project Schedule	June 2025

Deliverable	Estimated Delivery Date
Phase 6: Acquisition Plan	
D17. Workshop Summaries	10 days from each workshop implementation
D18. 1 – 5-Year and 6 – 10-Year Strategic Acquisition Plan	August 2025
D19. Prioritization of Land Acquisition	August 2025
D20. Identification of Property Needs	September 2025
D21. Property Acquisition Update	September 2025

(Project completion and final deliverables October 2025.)

2.2 Project Work Plan Narrative

BerryDunn developed the following project work plan to describe how the project team will meet the objectives set forth in the City's scope of work.

2.3 Phase 1: Discovery

2.3.1 Conduct Initial Project Planning

BerryDunn will conduct an initial project planning and discovery session to identify stakeholder groups, project team members, project milestones, and expectations. BerryDunn will discuss the proposed project schedule, project work plan, and roles and responsibilities. Outcomes of this discussion will be used to develop the Project Work Plan and Schedule.

2.3.2 Develop a Project Work Plan and Schedule

BerryDunn will develop a Project Work Plan and Schedule, which will outline communications and scope, provide a timeline to schedule project meetings, and confirm stakeholder groups. In addition, the project work plan will incorporate agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management.

D1: Project Work Plan and Schedule

2.3.3 Conduct a Data Review

One of the most important elements of this process will be BerryDunn's ability to gain a breadth of knowledge about City plans, structures, operations, and systems, as well as its staff and community. To start the process, BerryDunn will submit an information request to the City's project team to gather applicable documents and data. The City will only be asked to provide documents and data that are available; BerryDunn will not ask the City to produce any new documentation to satisfy the request. The BerryDunn team will review all information to inform our understanding of the current environment, glean insights from work completed to date, and minimize impacts to City staff during the work effort.

2.3.4 Facilitate a Kickoff Presentation

BerryDunn will conduct a virtual or on-site kickoff presentation with the City's project team that will serve as an opportunity to introduce our project team members, discuss project goals, present our project approach and methodology, review the final schedule of key project dates, and answer any questions the City's project team may have.

2.3.5 Conduct Status Update Meetings

BerryDunn will conduct status update meetings with the City's project manager (PM) on a biweekly cadence to communicate current and anticipated project management needs, provide updates on project progress and the schedule, and discuss potential risks and issues.

2.4 Phase 2: Engagement

2.4.1 Create a Detailed Engagement Strategy

As we develop a Detailed Engagement Strategy with the City, BerryDunn will discuss both virtual and in-person options; identify and describe methods of community involvement; determine key stakeholders; create a schedule for engagement, including the statistically valid survey; develop a schedule; and identify specific stakeholder interview and focus group questions. BerryDunn will develop this strategy in consideration of the City's engagement findings from recent planning efforts (e.g., Reimagine Nature), its culture, and identity.

D2: Detailed Engagement Strategy

2.4.2 Develop a Project Website and Engagement Portal

BerryDunn will work with City staff to create a customized project website that serves as a tool for internal engagement across the City. BerryDunn will collaboratively determine which tools will best serve desired outreach outcomes. BerryDunn anticipates the City will realize value in using surveying, mapping tools, forums, and ideas walls, and we look forward to discussing and customizing this site to reflect City needs, desires, goals, objectives, and community culture.

2.4.3 Conduct Internal Leader and Staff Activities

Internal engagement will include interviews and focus groups with City leadership, management, and staff to conduct fact-finding activities. These meetings will provide internal stakeholders an opportunity to provide input related to the future direction of City green space and open space improvements and needs. Staff and key stakeholder perspectives are extremely important, and our approach intentionally involves staff throughout the entire process, as they will have responsibility for implementing recommendations. These virtual and/or in-person sessions are anticipated to take up to 30 hours in total (for all sessions), ranging from one-on-one to small groups to large groups with sessions lasting 30 – 60 minutes.

2.4.4 Conduct a Statistically Valid Survey

BerryDunn will engage in a statistically significant data collection and analysis process to update existing conditions, usership, and demographic data from the City's 2019 Needs Assessment.

BerryDunn is a strong proponent of including surveys as part of all planning projects to more accurately reflect a community's quantitative needs. While stakeholder meetings, focus groups, and public meetings allow us to draw in interested parties and users, a statistically valid survey is the only defensible mechanism that yields feedback from non-users (most likely taxpayers).

BerryDunn will work with ETC Institute to create a geographically diverse survey to be mailed to a representative sample of households within the city. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, levels of awareness, current usage levels, and demographic information for long-range planning efforts.

ETC Institute will monitor the distribution of the sample to help ensure it reasonably reflects the demographic composition of the study area, including geographic distribution, age, gender, race/ethnicity, and other factors. ETC Institute will "weight" the data as needed if one or more demographic groups is over/underrepresented relative to recent census estimates for the City's population. ETC Institute will submit a final report to the City's project team.

(Optional): ETC Institute could also administer a general public non-statistically valid survey hosted on the Social Pinpoint website. ETC Institute can provide general public survey results at the end of administration.

D3: Community Survey (Statistically Valid)

2.4.5 Prepare an Engagement Feedback Summary

The BerryDunn team will summarize insights from the engagement process. Key findings generated from the staff engagement and community engagement activities will be assessed in relationship to each other. BerryDunn will identify common themes throughout meetings, electronic engagement tools, prioritization areas, as well as pertinent observations garnered through the feedback. Finally, BerryDunn will include an executive summary and clear, actionable recommendations.

D4: Engagement Feedback Summary

2.5 Phase 3: Asset Management Plan

2.5.1 Facilitate Asset Management Plan Workshop

The BerryDunn team will host either a virtual or in-person Asset Management Plan Workshop to help inform, guide, and finalize the Asset Management Plan. The workshop will include City staff and other key stakeholders identified for inclusion. Our process will include an interactive approach, with specific emphasis on engaging activities designed to encourage participants' individual perspectives.

2.5.2 Develop Catalog of Assets

BerryDunn will create a catalog of current public lands asset data within Cartegraph. As not all assets are currently documented in Cartegraph, recommendations will be made for the City to collect an accurate catalog of current assets.

D5: Catalog of Public Lands Assets

2.5.3 Build Best Practices Document

BerryDunn will develop a document that outlines industry best practice standards for asset condition indices within Cartegraph. This document will also include a customized framework for the City to regularly document/update asset condition data and help ensure data accuracy in Cartegraph. It will also include a rubric for accurately and consistently assigning and updating overall condition index (OCI) data for each asset.

D6: Best Practices Document

2.5.4 Develop KPIs

BerryDunn will build a customized toolkit for the City that provides KPIs to determine year-by-year project prioritization and annual maintenance budgets for all operational teams in the Public Lands Department asset OCI.

D7: KPIs

2.5.5 Create a Methodology for Tracking

BerryDunn will outline the tracking methodology by which Public Lands Department staff should incorporate new or existing amenities into the system.

D8: Tracking Methodology

D17: Workshop Summaries

2.6 Phase 4: Analysis

2.6.1 Analyze Demographics and Population Projections

To provide insight into the potential market for the City's parks, facilities, open spaces, waterways, and trails, BerryDunn will conduct a demographic analysis and market profile. The BerryDunn team will use all information available from previous planning efforts, the U.S. Census Bureau, Esri, and other national and local sources. BerryDunn will work directly with City leadership to help document growth, redevelopment areas, and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for land acquisition, development, and regional planning.

2.6.2 Gather Mobility Data and User Geoanalysis

To further examine community data, BerryDunn uses software powered by artificial intelligence (AI) to analyze mobile data for our clients. BerryDunn will work with the project team to select up to five locations for the use of enhanced mobile data analysis.

D9: Enhanced Market Profile

2.6.3 Prepare an Operations and Maintenance Assessment

BerryDunn will assess the performance of City public land-related properties to identify potential efficiencies, including an analysis of current policies, procedures, processes, and business planning efforts. BerryDunn will also analyze available previous planning efforts, historical perspectives, customer satisfaction, and other performance indicators. This process will help ensure efficient organization of City resources.

Among the key activities of an effective planning process is the intentional effort to analyze the system's operational structure in relation to maintenance. BerryDunn will assess the City's maintenance capacity, interactions, efficiencies, growth areas, and other important characteristics that can be enhanced or improved. This will help the BerryDunn team identify opportunities for strengthening future service development and delivery and, ultimately, quality of service and community impact. BerryDunn will also assess current and future equipment needs. This will involve reviewing equipment and vehicle inventories, equipment replacement plans and schedules, capital investment into new equipment, maintenance and repair processes, and training for equipment use. The maintenance system will also be reviewed, including regular and preventive maintenance schedules, equipment management systems, and work request processes. Woven through the assessment will be the utilization of technology and opportunities to better leverage technological advances. The resulting plan will help guide future service levels and inform future fiscal needs.

D12: Operations and Maintenance Assessment

D13: Data Update From the 2019 Needs Assessment

2.7 Phase 5: Strategic Capital Plan

2.7.1 Facilitate Strategic Capital Plan Workshop

The BerryDunn team will host either a virtual or in-person Strategic Capital Plan Workshop to help inform, guide, and finalize the Strategic Capital Plan. The workshop will include City staff and any other key stakeholders identified for inclusion. Our process will include an interactive approach, with specific emphasis on engaging activities designed to encourage participants' individual perspectives.

2.7.2 Develop Internal Decision-Making Matrix

BerryDunn will develop an internal decision-making matrix—based upon developed prioritization criteria—that the Public Lands Department will use. This matrix will be created in a way that

allows flexible project prioritization from year to year and can be used easily to evaluate and update the five- to 10-year strategic capital project schedule based on evolving priorities, funding, and other critical factors.

D14: Internal Decision-Making Matrix

2.7.3 Establish Prioritization and Scoring Criteria/Metrics

BerryDunn will work with the City to create prioritization and scoring criteria/metrics to prioritize projects that help the City meet goals and recommendations from the PLMP and the 2019 Needs Assessment. Most of the criteria and metrics will be aligned to various funding source requirements (e.g., impact fees, general funds, and enterprise funds).

D15: Prioritization and Scoring Criteria/Metrics for Capital Projects

2.7.4 Capital Projects Planning

BerryDunn will create a year-by-year schedule for years 1-5 and a combined prioritized schedule for years 6-10 for new capital projects and funding, including planning level cost estimates. BerryDunn will include project and funding recommendations and prioritization from the Strategic Acquisition Plan, including anticipated escalation factors based on prioritization funding/construction years. The prioritized schedule will also include a report on how the prioritized project list was created as well as background information on the process. This process will be replicable for the City's use for future prioritization.

D10: Capital Projects Years 1 – 5

D11: Capital Projects Years 6 – 10

D16: Capital Project Schedule

D17: Workshop Summaries

2.8 Phase 6: Acquisition Plan

2.8.1 Facilitate Prioritization Workshop 1

The BerryDunn team will host either a virtual or in-person prioritization workshop with City staff and any other key stakeholders identified for inclusion. BerryDunn will present and discuss analysis and findings and provide time for City staff to ask questions. Our process will include an interactive approach, with specific emphasis on engaging activities designed to encourage participants' individual perspectives.

2.8.2 Facilitate Visioning Workshop 2

Following the prioritization workshop, BerryDunn will continue leading the team through the strategy development process. In the second virtual or in-person workshop, participants will use key data findings and preliminary recommendations to develop strategic goals, objectives, and

initiatives and begin discussing performance measures. To help build consensus, BerryDunn will leverage tools that encourage candid feedback based on participants' own thoughts.

D17: Workshop Summaries

D18: 1 – 5 and 6 – 10-Year Strategic Acquisition Plan

D19: Prioritization of Land Acquisition

D20: Identification of Property Needs

D21: Property Acquisition Update

3.0 Project Roles and Responsibilities

This section outlines the roles and responsibilities for different project participant groups.

3.1 BerryDunn Project Team

Table 3 identifies the roles within the BerryDunn project team and their related descriptions.

Table 3: BerryDunn Project Team Organization

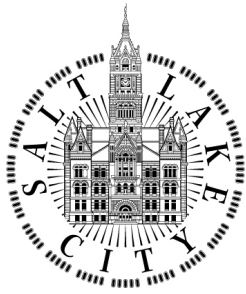
Name/Role	Role Description
Project Principal Chad Snow, PMP®, CFE	As the project principal, Chad will have overall responsibility for the services we have proposed to the City. He will help ensure the commitment of our firm and appropriate resource allocation and review and approve all deliverables in accordance with our quality assurance processes.
PM Jason Genck, MPA, CPRP	As PM, Jason will serve as the City's primary point of contact. He will monitor project progress, track the initiation and completion of tasks and milestones, and manage the master planning process.
Supporting Consultants Lakita Frazier, MPA James R. "J.R." Clanton, MPA, MLS Hibah Salah, PMP® Ryan Hegreness, MS, CPRE, PMI® Andrea Brinkley Khara Dodds Tom Diehl	As supporting consultants, this team will leverage their expertise across various areas related to SCAAMP efforts to best serve the City. Roles will be communicated throughout the planning process.
Additional BerryDunn Resources	If deemed appropriate, BerryDunn's team may also include consultant(s) and/or senior consultant(s) from BerryDunn's Government Consulting Group, which is composed of more than 180 personnel. These resources will support the project team with efforts related to fact-finding, research, and deliverable development.

3.2 City Project Team

Table 4 identifies the roles within the City project team and their related descriptions.

Table 4: City Project Team Organization

Name/Role	Role Description
Project Sponsor	<ul style="list-style-type: none">• Provide executive support and sponsorship for the project• Provide overall direction and tactical vision for the project• Commit resources to the project• Participate in relevant meetings and emphasize project goals and objectives to City staff• Provide executive-level decision-making when needed
PM	<ul style="list-style-type: none">• Maintain overall responsibility for the project• Act as the main point of contact between BerryDunn and the City• Assist in collecting background documentation as well as coordinating meetings and City staff for web conference sessions• Circulate deliverables for review and collect feedback• Provide signoff on deliverables
Steering Committee	<ul style="list-style-type: none">• Upload requested City data to the Knowledge Link site or provide via email• Lead the BerryDunn team on facility tours• Assist in reviewing project deliverables when requested• Participate in relevant visioning meetings and any internal work sessions• Review final recommendations, rankings, and tools to help ensure all meet expected outcomes



Salt Lake City Corporation

Request for Proposal, RFP No. SLCI24121

SALT LAKE CITY STRATEGIC CAPITAL, ACQUISITION, AND ASSET MANAGEMENT PLAN (SCAAMP)

DEPARTMENT OF PUBLIC LANDS

Specification No. PK332, Contract No. TBD, Rev. April 16, 2024/vh

RFP INFORMATION & REQUIREMENTS

I. OBJECTIVE

Salt Lake City Corporation (and its Public Lands Department) is seeking qualified consultants to fulfill the goals and outcomes included in this solicitation. Consultants and teams must demonstrate their ability and experience in preparing a three-pronged Strategic Capital, Acquisition, and Asset Management Plan (“SCAAMP”) for Public Lands.

The “short-term” five- to 10-year Public Lands SCAAMP will accomplish several of the highest recommended strategy, policy, and action items from the City’s “Reimagine Nature” Public Lands Master Plan (PLMP, see “Relevant Documents” section below), which was adopted in June 2022.

II. PROJECT GOALS AND DESIRED OUTCOMES

There are six principal goals of the Public Lands SCAAMP:

1. Maintain or improve the level of public lands service in a growing capital city through property acquisition and development, and the improvement of existing properties.
2. Achieve the five principal PLMP goals, found on pp. 35-40 of that plan.
3. Develop prioritization criteria (e.g., quality of life, equity, economic development, sustainability, public lands level of service) and a five- to 10-year strategic capital project schedule for new projects, replacement projects, and property acquisition (through known [particularly impact fees and capital improvement program funding] and recommended funding sources, both internal and external).
4. Align Public Lands goals and outcomes with upcoming, citywide capital facilities plan (CFP); impact fee facilities plan (IFFP), which will also be updated beginning in 2024; and the capital improvement program’s (CIP) goals and project selection. All of these efforts,

including a new citywide Capital Asset Planning (CAP) committee, will be led by the City's Finance Department.

5. Align public lands needs and available or possible future funding.
6. Be a living document that can be easily evaluated and updated internally on an annual basis. Consider the aspects of the plan to which we would want to limit changes, at least for the first five years.

A. Outcomes Part I: Strategic Capital Plan

1. Consultant shall work with all Public Lands divisions and teams to create a year-by-year (years 1-5) and a lump (years 6-10) prioritized schedule for new capital projects and funding, including planning level cost estimates. This schedule will put the City on course to achieve its PLMP goals within 20 years.
2. Equitably fulfill the Citywide and district-by-district needs summarized in the 2019 Public Lands Needs Assessment ("Needs Assessment") and maintain or improve public lands level of service.
3. Establish prioritization and scoring criteria/metrics (particularly equitable investment based on diverse needs and approximate, historical levels of service). These should prioritize projects that help the City meet the goals and recommendations from the PLMP (particularly its "Transformative Projects") and the 2019 Needs Assessment (see "Relevant Documents" section). A majority of the criteria and metrics should match the requirements of various funding sources (e.g., impact fees vs. general funds vs. enterprise funds)
4. Engage in a statistically significant data collection and analysis process to update existing conditions, usership and demographic data initially collected in the 2019 Needs Assessment to inform project priorities (See Relevant Documents).
5. Develop an internal decision-making process based upon above prioritization criteria to be utilized by the Public Lands Department that allows for flexible project prioritization from year-to-year, and the ability to easily evaluate and update the five- to 10-year strategic capital project schedule based on evolving priorities, funding and other critical factors.
6. Project schedule and information should include the following information:
 - i. Priority/ranking
 - ii. Relative costs (including lifecycle and maintenance costs) and implementation timelines
 - iii. Alignment with PLMP strategy, action, or transformative project

iv. Funding eligibility

7. The schedule and its associated prioritization should be based on known, familiar funding sources (impact fees, general fund/capital improvement program, enterprise fund, grants) as well as other recommended, reliable sources. It should project the total project funding requests and availability for the year-by-year and the lump schedules.
8. This part of the Public Lands SCAAMP and its schedule should:
 - i. Align with ongoing updates to the citywide CFP, IFFP, and CIP (information to be provided by the City to the selected consultant). If possible, it may also consider how other departments' capital project planning may relate (geographically or scope-wise) with our recommended projects, potentially moving prioritization and schedule around to ensure that related projects are done at the same time.
 - ii. Include an assessment of operations and maintenance staffing needs and estimated costs.
 - iii. Consider the City's increasing population and reflect in the plan the anticipated increase in level of service that will be required.
 - iv. Be able to be updated internally, on an annual basis based on a decision-making process established in this plan. The staff assigned to update it will be able to pull the most important projects from years 6-10 into year 5.
 - v. Include project and funding recommendations and prioritization from the Strategic Acquisition Plan part of this project, including anticipated escalation factors based on prioritization and funding + construction years.

B. Outcomes Part II: Strategic Acquisition Plan

1. Plan for the strategic acquisition of additional real property, to be included in and coordinated with the aforementioned five to 10-year schedule (including acres needed per year) of the Public Lands SCAAMP.
2. Set a new goal for public lands acres/1,000 persons or rely on the goals from the PLMP and the 2019 Public Lands Needs Assessment.
3. Analyze and prioritize land acquisition based on where public lands level of service acreage and amenity gaps currently exist based on Planning Areas established in the Needs Assessment.
4. Consider and expand upon the recommendations from the 2010 Salt Lake City Open Space Acquisition Strategy (see "Related Documents" section). Apply the appropriate

recommendations from that “Strategy” to this new strategic acquisition plan for all types of public lands: parks, trails, open space, and other properties outside of publicly accessible sites (i.e., operations and maintenance facilities, storage, office space, and others).

5. Identify property needs by Council district, likely acquisition budget needs per year, and when and where property acquisition (and subsequent park development) should strategically occur based on current and anticipated population densities, historical financial investment, and level of service.
6. Property acquisition is one of the best uses of impact fees. Include property acquisition needs in the IFFP (mentioned on p. X and p. X), by year, with a particular emphasis on spending parks impact fees that are due to expire next (August 2026).

C. Outcomes Part III: Asset Management Plan

1. Consultant shall determine and incorporate the highest priority capital replacement/maintenance needs in the aforementioned five to 10-year Public Lands SCAAMP schedule.
2. Utilize existing Salt Lake City public lands asset data (within Cartegraph software). Gaps currently exist within our catalog of asset condition data. However, based on obvious needs and data that exist right now, Consultant shall develop a process for prioritizing current asset replacement/maintenance needs to include in the five to 10-year plan. This process shall be used in the future to amend the prioritization list as new data is collected.
3. Provide Salt Lake City with all asset type industry best practices and standards for asset condition indexes within Cartegraph. This will include a breakdown of weighted condition categories, expected performance over years in service, minimum acceptable condition groups, regular replacement schedules and potential risk assessments.
4. Develop a detailed process and comprehensive protocol for how Salt Lake City Public Lands can improve asset condition data collection and assessment into the future.
5. Develop new tools to determine year-by-year project prioritization and annual maintenance budgets for all operational teams in the Public Lands Department.
6. Expressly outline the tracking methodology by which Public Lands staff should incorporate new or existing amenities into the system.
7. Consider equitable geographic distribution of maintenance and capital asset replacement funding and projects, to the end that the Public Lands Department can better shift from a reactive, complaint-based response to a proactive and equitable approach that improves level of service and equipment quality citywide.

D. Relevant Documents

1. 2019 Salt Lake City Public Lands Needs Assessment:
<https://www.slcdocs.com/parks/SLCPLNeedsAssessment.pdf>
2. Salt Lake City Reimagine Nature Public Lands Master Plan (2022):
<https://www.slcdocs.com/parks/Reimagine%20Nature%20LwRes.pdf>
3. 2010 Open Space Acquisition Strategy:
<https://www.slcdocs.com/openspace/OSAcqStrategy11.17.10.pdf>
4. Other documentation provided upon consultant selection.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). **Such insurance information is provided under Paragraph 5 of the Sample Agreement.** Proposed pricing must include associated insurance costs. The selected Offeror will be required to provide insurance certificates meeting all requirements **at the time of notification of conditional selection.**

For policies in Paragraph 5 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days “Notice of Cancellation to a Third Party” or 30-days “Notice of Material Change to a Third Party.” A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days notice if the reason for the cancellation is non-payment of premiums)

IV. PROPOSAL SUBMISSION

ELECTRONIC SUBMISSION REQUIRED. THERE IS NO OPTION TO SUBMIT A PAPER RESPONSE.

Proposals may only be submitted electronically and only through the Utah Public Procurement Place (U3P) website as detailed below. Proposals will not be accepted unless the upload and submission of the proposal is fully completed on the U3P website by the following date and time:

The deadline for complete proposal submission, including all uploads is **10.00 A.M. on Tuesday, May 21, 2024.**

PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED BY THE U3P WEBSITE AND WILL NOT BE CONSIDERED.

Please **do not** include all pages of this RFP document with your response. Include only the response sections described below:

PROPOSAL CONTENT

- A. Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the Offeror contractually.
- B. Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**. Please follow the instructions provided there.
- C. If applicable to your proposal submit the following:
 - 1. Any claims of confidentiality of proposal contents, which must include a concise written statement of reasons supporting the claims, and;
 - 2. A redacted and a non-redacted version of the proposal response. See Attachment 2, Section VI for more Information.

Upload your cover sheet and response document as described above, compiled primarily into a ***SINGLE PDF file**, to the Utah Public Procurement Place (U3P) website. See Paragraph V below for the U3P website and registration information. Proposal must be uploaded and the electronic submission completed by the time and date specified. (*Other uploaded documents such as an exceptions document, declarations of confidentiality, or other reference documents related to the primary response criteria are allowed but should be minimal)

MORE INFORMATION FOR ELECTRONIC SUBMISSIONS:

Responses through the U3P website require uploading of electronic attachments. The U3P site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You MAY NOT submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your response to be deemed as "non-responsive". After uploading your response file, Offerors MUST go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process.

Please allow sufficient time to complete your initial registration, any online forms and upload documents. The solicitation will end at the closing time published. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

Even after an Offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed on the U3P website.

V. **REGISTER FOR NOTIFICATION OF BID OR RFP ADDENDA and ELECTRONIC SUBMISSION**

It is the Offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Offeror must complete a one-time registration by providing their company information through the Jaggaer (formerly SciQuest) Utah Supplier Portal. Click this link: =[Supplier Login/Join SciQuest Supplier Network](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the Offeror may go to this link: [Utah Public Procurement Place \(U3P\)](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, to search and select any Bid or RFP project listed, log-in, download the project documents, ask questions, confirm an intent to respond, and respond to solicitations published there. Failure to register and log-in with an intent to respond to a Bid or RFP constitutes an automatic waiver of Offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

VI. **QUESTIONS AND CLARIFICATION**

If offerors have questions, need clarification of provisions, or think the City has omitted anything from this Request for Proposal (RFP) which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall submit questions or input in writing as set forth below.

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the Offeror orally. All questions requesting clarification or interpretation of any section or sections of this RFP must be submitted online through the Q & A Board for this solicitation on the U3P website prior to **10:00 A.M., Tuesday, May 7, 2024**. Website links are shown in Section VI above.

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the RFP document(s), the City will issue a written addendum. Any Q & A information and/or written addendums issued by the City shall be available for interested Offerors to view or download through the U3P website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify Offerors who violate this Paragraph.

The City's **designated contact person** for additional information concerning the RFP, or for Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Samantha Haile** in the

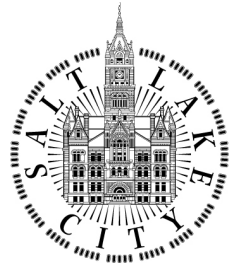
Purchasing and Contracts Management Division: telephone (801) 535-6454; TDD (801) 535-6021; e-mail samantha.haile@slcgov.com.

ATTACHMENT 1

Proposal Response Cover Sheet

RFP No. SLCI24121

PROPOSAL FOR SALT LAKE CITY STRATEGIC CAPITAL, ACQUISITION, AND ASSET MANAGEMENT PLAN (SCAAMP)



TO: Salt Lake City Corporation
Chief Procurement Officer
Purchasing & Contracts Division

The undersigned, having carefully read and considered the Request for Proposal to provide **Salt Lake City Strategic Capital, Acquisition, and Asset Management Plan (SCAAMP)** for the Department of Public Lands does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal. By signing and submitting this proposal, Offeror acknowledges that it has viewed all materials published on the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website for this solicitation, including any addenda to this RFP.

OFFEROR

Company Name: _____

Doing business as: ☐ **an individual** ☐ **a partnership** ☐ **a corporation** ☐ **a limited liability company** (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

Email Address _____

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT (4) PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

SALT LAKE CITY STRATEGIC CAPITAL, ACQUISITION, AND ASSET MANAGEMENT PLAN (SCAAMP)

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

Note: a copy of the score sheet that will be used for this RFP evaluation is provided as an attachment (Attachment 4) on U3P.

I. MINIMUM MANDATORY REQUIREMENTS:

- A. Identification of Exception of Terms
- B. City Ethics Requirements

II. QUALIFICATIONS

- A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if possible), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.

Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes. If applicable, identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

- B. Detail your firm's experience in providing the services requested herein for similar scope of work, similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). Please focus on including the firm's experience in delivering projects of similar scope. By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- C. In addition to the information and qualifications specified above, please identify any special knowledge or skills provided by your firm that may be related to or helpful to the services requested herein.

III. **PROPOSED APPROACH TO PROJECT**

- A. A statement of your understanding of the project and a general description of your proposed approach to the project's scope of services.
- B. A detailed work plan outlining each required task necessary for completion of the project described in the project scope of services. Please include a tentative schedule and workplan for completing the work, phasing may be considered.

In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a comprehensive delivery of the project. If there is a better way for the City to package or define the services that it has requested herein in order to obtain better pricing and/or service by making it easier for the selected consultant, please explain what modifications would be necessary to achieve such better pricing and/or service.

- C. Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.

IV. **PROPOSED FEES**

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

An offered not-to-exceed price for the project. In addition, itemize the cost of project work items. Detail all charges such as meetings, telephone calls, printing and travel. The proposed cost shall be completed on Attachment 5 cost proposal form as a separate attachment.

V. **OTHER REQUIRED INFORMATION & MATERIALS**

- A. Exceptions (Not Scored). Any exceptions to the terms, conditions, or requirements of this RFP or the attached Sample Agreement must be identified and included as specified in **Section V of Attachment 2, General Proposal Instructions & Information**. Exceptions to the terms, conditions, or requirements of this RFP are discouraged, but City will consider limited proposed changes, if necessary. City reserves the right to move onto award and negotiations with the next highest scoring Offeror if terms and conditions are not agreed upon within a reasonable time. Include a response to this item stating whether Offeror has, or has not, included any exceptions. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered.
- B. City Ethics Requirement (Not Scored). Offeror shall include the following two paragraphs in Offeror's proposal and then add Offeror's written acknowledgement that Offeror has read the paragraphs and agrees to comply with the terms. If Offeror does

not agree to the paragraphs below, the proposal will be deemed non-responsive and disqualified from further consideration.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The Offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, or marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from Offerors are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

- C. Policy Criteria. Some consideration will be incorporated into the scoring of proposals for the following criteria as further described in Attachment 4 - Score Sheet. Please respond to the following:
1. Interest in sustainability, recycling, and other environmental matters. The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
 2. Business Certification. Please indicate all that apply.
 - a. None
 - b. (MBE) Minority Business Enterprise
 - c. (WBE) Women Owned Business Enterprise
 - d. (SBE) Small Business Enterprises
 - e. (SDVBE) Service Disabled Veteran Owned Enterprises
 - f. (LBE) Local Business Enterprises
 3. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of Utah

Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?

4. Is your company considered a Local Small Business? (Defined as Offerors that have a fixed office or distribution point within City boundaries, possess a City business license stating a City address, employ no more than thirty (30) full time employees (meaning employees working 40 hours per week, 50 weeks per year), and have annual gross revenues not in excess of one million dollars (\$1,000,000.00).)

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONSULTANTS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH B ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website at:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

I. AWARD BY WRITTEN AGREEMENT

The selected Offeror shall be required to enter into a written agreement in substantially the form of the attached **SAMPLE AGREEMENT** (***ATTACHMENT 3***) which shall be the basic form used to develop the final agreement.

- A. Signature on the Proposal Cover Sheet acknowledges that the Offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected Offeror will be required to comply with its requirements.
- B. If you have questions or concerns about any provision, please contact the City as instructed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS.

II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposals and these instructions will be at the Offeror's own risk.
- B. Cost Of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Offeror. The City assumes no liability for any costs incurred by Offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or Offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. If you have questions or concerns about any provision, please contact the City as instructed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS. By the submission of any bid, proposal or other offer or submission, the bidder or Offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection Of Proposals.
 - 1. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - 2. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Purchasing & Contracts Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure To Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If Offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying Offeror's proposal identified as "Exceptions."** However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The City shall be the sole determiner of the acceptability of any exception. Therefore, Offeror is encouraged to contact the City with any questions or concerns as instructed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS, rather than submitting

exceptions as part of Offeror's proposal. Exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated ("GRAMA"). The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality containing a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied and the proposal may be considered non-responsive.**

The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror's proposal, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made at the time of proposal submission in accordance with GRAMA.**

Any proposal response material considered by the offeror to be proprietary shall be accompanied by the following:

1. A written claim of business confidentiality accompanied by a concise written statement of reasons supporting the claim of business confidentiality.
(Please use the form provided with this RFP)
2. One redacted version of the proposal for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version".
3. One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential Information Included Within".

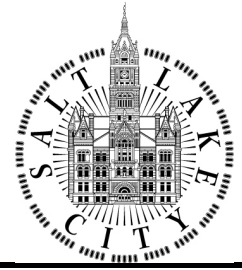
All three of the foregoing items must be submitted concurrently with the records (with the initial proposal submission and with any other records submitted by offeror during the evaluation process).

VII. GOVERNING CODE AND RULES

The City's procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

ATTACHMENT 3

SAMPLE AGREEMENT



The Sample Agreement will be subject to review and modification by the City Attorney's Office.

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø ("Consultant"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to provide certain SCAAMP for City's Public Lands.
2. City desires to engage Consultant for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall provide Strategic Capital, Acquisition, and Asset Management Plan for City's Public Lands Department as described in Exhibit "A." The initial term of this Agreement shall commence on June 1, 2024, or the date of this Agreement if later than the aforementioned date and shall continue for a period of two (2) years from the commencement of the initial term. City may extend this Agreement with an option to renew for up to three, one-year renewals at the end of the initial term under the same terms and conditions. Notice of term extensions shall be in writing served upon Consultant by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. This is a non-exclusive contract and City reserves the right to acquire the services at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

Work authorized during the initial term of this Agreement may continue until that work has been completed. No additional work shall be authorized after the expiration of the initial term without a contract amendment. Consultant shall maintain the required insurance coverage until all work under the Agreement has been completed by Consultant and accepted by City and for the three-year period following completion as required under Article 5.2. For services provided to City, Consultant shall be paid as specified under Exhibit "B" (Price Schedule).

3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.
4. The following indemnification requirements apply to this Agreement:

A. Consultant shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Consultant's intentional, reckless, or negligent performance hereunder. Consultant's duty to defend City shall exist regardless of whether City or Consultant may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Consultant shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Consultant's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Consultant. City has no responsibility for any equipment maintenance, or for Consultant's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) 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 completion by Consultant and acceptance by City of all work under this Agreement or shall contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Consultant shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Consultant hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including while work under this Agreement is being completed and accepted and during all renewal terms, the following minimum insurance coverage:

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Consultant's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Consultant 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 law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Consultant, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant 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, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Consultant shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(4) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

6. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

7. City may terminate this Agreement for any reason, and without any liability therefor, upon giving Consultant 30 days prior written notice. Such notice shall be sent to the last known address of Consultant.

8. City may, without prejudice to any right or remedy, and without the necessity of giving the 30 day notice provided in paragraph 7 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven days after written notice from City of such failure.

9. If this Agreement is terminated as provided herein, City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by City.

10. Consultant, for itself, its successors and assigns, as part of the consideration provided under this agreement, covenants that no person shall be excluded from participation in, denied the benefits of, or be otherwise subject to unlawful discrimination in the furnishing of services hereunder on the grounds of race, color, national origin, age, sex, religion, disability, sexual orientation or gender identity, unless the characteristic in question is a bona fide occupational qualification.

11. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Consultant represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Consultant pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Consultant's

claim of business confidentiality. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of business confidentiality. Consultant may, at Consultant's sole expense, take any appropriate actions to prevent disclosure of such material. Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Consultant is not an employee of City for any purpose whatsoever. Consultant is an independent consultant at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Attn.: City Contracts Administrator, Purchasing

(For U.S. Postal Service delivery)

P.O. Box 145455
Salt Lake City, UT 84114-5455
Or:

(By E-mail)

SLCPurchasing@slcgov.com

With a copy to:

City: Salt Lake City Corporation
Attn.:

(For U.S. Postal Service delivery)

1965 West 500 South
Salt Lake City, UT 84104

-OR-

Email: TBD

Consultant: Ø
Attention:

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15. This Agreement may be assigned by either party but only with the prior written consent of the other party.

16. Consultant's obligations are solely to City and City's obligations are solely to Consultant. This Agreement shall confer no third-party rights whatsoever.

17. Consultant certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Consultant must notify City's Contracts Administrator within thirty (30) days if Consultant has been debarred, suspended, proposed for debarment, declared ineligible, or

involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

18. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

(Signature page follows)

The parties are signing this Agreement as of the date stated in the introductory clause.

<p align="center">ATTEST AND COUNTERSIGN</p> <p>_____</p> <p>City Recorder</p> <p>APPROVED AS TO FORM</p> <p>Salt Lake City Attorney's Office</p> Sign: _____ <p>Name: _____</p>	<p align="center">SALT LAKE CITY CORPORATION</p> By: _____ <p>Title: _____</p> <p align="center">Ø</p> By: _____ <p>Name: _____</p> <p>Title: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

SALT LAKE CITY STRATEGIC CAPITAL, ACQUISITION, AND ASSET MANAGEMENT PLAN (SCAAMP)

I. GENERAL

- A. Consultant, if doing business under an assumed name, i.e. an association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.corporations.utah.gov.

- B. Consultant shall assume full responsibility for damage to City property caused by Consultant's employees or equipment as determined by designated City personnel.
- C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Consultant shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service/product requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

II. RESPONSIBILITIES OF CONSULTANT

The responsibilities of Consultant include, but shall not be limited to, the following.

- A. Consultant shall provide SCAAMP for City's Public Lands upon termination of this contract, in accordance with the following outcomes:
1. Outcome I: Strategic Capital Plan
 - a. Work with all Public Lands divisions and teams to create a year-by-year (years 1-5) and a lump (years 6-10) prioritized schedule for new capital projects and funding, including planning level cost estimates. This schedule will put the City on course to achieve its PLMP goals within 20 years.
 2. Outcome II: Strategic Acquisition Plan
 - a. Plan for the strategic acquisition of additional real property, to be included and coordinated with the aforementioned five to 10-year schedule (included acres needed per year) of the Public Lands SCAAMP.
 3. Outcome III: Asset Management Plan

- a. Determine and incorporate the highest priority capital replacement/maintenance needs in the aforementioned five to 10-year Public Lands SCAAMP schedule.
 - b. Consider equitable geographic distribution of maintenance and capital asset replacement funding and projects, to the end that the Public Lands Department can better shift from a reactive, complaint-based response to a proactive and equitable approach that improves level of service and equipment quality citywide.
- B. Consultant's Personnel.

Consultant shall provide sufficient personnel to accomplish the required services as scheduled. All personnel shall be skilled in the various tasks assigned to them.

III. DELIVERABLES

The final deliverable for this contract will be a complete SCAAMP document. Within the final SCAAMP document, Consultant shall provide City with the following deliverables associated with each desired outcome:

- A. Outcome I: Strategic Capital Plan:
 - 1. 1–5-year strategic capital plan including capital project list with specific projects and cost estimates.
 - 2. 6–10-year capital plan including general projects and funding requirements.
 - 3. Prioritization and scoring criteria for capital projects.
 - 4. Data update from the 2019 Needs Assessment.
 - 5. Decision-making matrix for project prioritization.
 - 6. Capital project schedule.
- B. Outcome II: Strategic Acquisition Plan:
 - 1. 1-5- and 6-10-year strategic acquisition plan based on level of service and current service gap.
 - 2. Prioritization of land acquisition based on service gaps and level of service.
 - 3. Identification of property needs by Council district, including estimated annual acquisition budget needs and acquisition locations.
 - 4. Property acquisition update to the IFFP by year with an emphasis on spending parks impact fees.
- C. Outcome III: Asset Management Plan:
 - 1. Catalog of current public lands asset data within Cartegraph
 - 2. Industry “Best Practices” documentation outlining the standards for asset condition indexes within Cartegraph.
 - 3. Evidence of any new tools developed to determine year-by-year prioritization of asset replacement projects.
 - 4. Tracking methodology for internal Public Lands use to incorporate new assets and amenities into the public lands system.
- D. General deliverables also include physical and digital materials associated with two presentations to City officials throughout the process to engage internal stakeholder groups, and update on project progress.

- E. The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of City on which City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

IV. DISCLOSURE OF CITY RECORDS

Because City shall own the documents generated by Consultant pursuant to this Agreement, Consultant shall not, without written approval by City, disclose publicly said records. Consultant understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need-to-know basis.

EXHIBIT “B”

PRICE SCHEDULE

SALT LAKE CITY STRATEGIC CAPITAL, ACQUISITION, AND ASSET MANAGEMENT PLAN (SCAAMP)

I. GENERAL

- A. Budget stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Prices and/or discount percentages stated shall be firm for the full term of this Agreement, including any renewal terms.

II. PRICING FEES

This section is to be completed upon award of RFP during the contracting development period.

IV. INVOICING AND PAYMENT

City shall pay Consultant for all products and services provided by Consultant pursuant to this Agreement. Consultant shall submit a written invoice, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Consultant shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Salt Lake City prefers a paperless invoice and payment process. Include the contract number on all invoices and email invoices for this agreement to: @slcgov.com

(eft payment setup forms may be requested using this email address: ap.payments@slcgov.com)

If unable to email invoices, mail the paper invoice to:

Salt Lake City Corporation
Department of Public Lands
Attn.:
1965 W. 500 South
Salt Lake City, UT 84104

Formal Meeting
Thursday, November 7, 2024
5:00 p.m. – 7:35 p.m.

Join Via Zoom: <https://us02web.zoom.us/j/82169252312?pwd=AgYvqboHIktDbTzfCH52bcR2Ryo2ai.1>

Or Join at the Public Lands Administrative Building: 1965 W. 500 S. Salt Lake City, UT 84104
 Upstairs Parks Training Room

Join by phone
Phone: +1 669 900 6833
Webinar ID: 821 6925 2312
Access code: 807299

UNAPPROVED MINUTES

1. Convening the Meeting	5:00 PM
<ul style="list-style-type: none"> A. Call to order – Clayton Scrivner – Brianna Binnebose – Ginger Cannon – Samantha Finch – Aaron Wiley – Steve Bloch – Michael Dodd – Melanie Pehrson – Talula Pontuti – Kerri Nakamura 	
<ul style="list-style-type: none"> B. Chair Comments <p>Mr. Scrivner shared he's excited for the CIP discussion today. He also commented on Ms. Nakamura's social media post with the Mayor for the Central 9th project she's been working on. He shared Central 9th was one of the projects he worked on when he was with the City. This is an example of what a City can do for itself with these sorts of projects.</p>	5 mins
2. Approval of Minutes	5:05 PM
<ul style="list-style-type: none"> – Approve October 3, 2024 minutes. <p>Ms. Binnebose motioned to approve the October meeting minutes. Ms. Cannon seconded the motion. The Board unanimously voted to approve the October meeting minutes.</p>	5 mins
3. Public Comment	5:10 PM
<ul style="list-style-type: none"> – Verbal comments are limited to no more than 3 minutes; 15 minutes total. Written comments are welcome. <p>No public comment.</p>	
4. Director's Report	5:35 PM
<ul style="list-style-type: none"> – Summary of current high-priority department items. – Kristin Riker <p>Ms. Riker shared she's excited to be retiring this year. She said she will keep the Board updated on the progress of finding a new Director. Mr. Scrivner shared he reached out to the Mayor's Administration asking how PNUT can help with this transition. Ms. Riker said the City did a 7.0 earthquake exercise with 70 employees. It was a large-scale event that was multi-jurisdictional. FEMA came and wrote up an evaluation of how the City did, which will be available in about a month. One of the biggest takeaways was how important the communication between each other was. Ms. Riker continued to discuss the earthquake simulation. Ms. Riker said the Department is working on their Mayor 2025 goals. Some of the Mayor's goals are housing applicability, implementing and prioritizing family-sized housing, division zero, capital projects, sports and entertainment district, education and culture district, the Green Loop, growing water smart, and organizational efficiency and employee well-being. The staff will be</p>	5 mins

presenting to the Mayor in mid-November in relation to these goals. Staff is also working on their 2025 budget request, which she's hoping they will have ready for the Board to review at their retreat in January. Mr. Scrivner asked to let them know when her proper send off will be to say goodbye. Ms. Riker said December 31 st is her last day. The Board and staff continued to discuss Ms. Riker's retirement.	
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DRAFT

5. Staff Presentations, Updates & Discussions	5:40 PM
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DRAFT

A. Donations. – Tyler Murdock

20 mins

Ms. Larsen shared her screen to display the donations. Mr. Murdock reminded everyone last year, staff the Board reevaluated how and when staff would bring donations. The discussion led to having the Board weigh in and have discussions on donations with a larger impact or larger in size. Staff is open to a conversation today and whether or not staff would come back to get a formal recommendation from the Board, though not required.

Curtis Park Asana Partners

This donation is located at Curtis Park and is partnership staff have been working on with the Asana Partners (AP) at Foothill Village. Foothill Village is currently under construction. Mr. Murdock shared that Curtis Park was once owned by AP back in the 1980s was a portion was given to the City, but they still own a portion of the park. AP is looking to construct a breezeway through Foothill Village that comes into Curtis Park. This would improve the community's connection to that space, more eyes on the park, and accessibility. The proposal would be construct a staircase on their property, build connecting sidewalks through Curtis Park, and build another staircase connecting the park to 2200 East. AP would build this as part of their development and then donate it to the City as a completed project. Staff and AP are currently working through a long-term negotiations and donation agreement. Mr. Millar added that this was a constituent CIP application from last year. The constituent drew up a bunch of items they wanted to see happen in the park. The only thing that would be under this agreement and donation is the staircase. The Board and staff continued to discuss the Curtis Park donation.

Ms. Cannon asked if there was a final design. Mr. Millar said AP are going to develop the final design before any agreement in assigned. Ms. Cannon asked if there has been any public process for this. Mr. Millar said there will not be a public process for design, but there will be a public information process between staff and AP going out to the community councils and other groups. Ms. Cannon asked if they knew the value of the donation. Mr. Millar said not yet. Ms. Cannon asked about curb and street access. Mr. Millar said there's already a curb cut that's aligned with the proposed staircase alignment. The Board and staff continued to discuss the Curtis Park donation.

Mr. Murdock shared there was a sewer failure in Foothill Village this past week and discovered that the failure was under the park, which is not great, but it was infrastructure that was put in before they donated that part to the City and staff is working with a lot of old easement needs. Ms. Finch asked if they've spoken to community council about what they might like to see. Mr. Millar said they haven't yet.

Mr. Murdock shared the next two donations are for the International Peace Gardens (IPG). They might not seem like they're controversial or significant, but the reason staff is bringing them to the Board is because for the last three years, staff has received a lot of requests to add or expand areas of the IPG. Staff has told people who have expressed interest in donating or adding monuments to countries that staff would like to wait until there's a comprehensive management plan for growth and expansion of the IPG. Staff has requested funding from the City Council for the last three consecutive years and have not been awarded funding. Staff feels they've put these donations off for too long now and are interested in the Board's feedback on whether staff should move forward with these.

International Peace Gardens – Memorial Bench at the Korean Peace Garden

Ms. Larsen shared her screen to display the donation proposal for the memorial bench. This donation is for a bench to the Korean Garden. The value is roughly \$18,000 for the bench and is in memorial to their daughter who passed away. While maintenance might be negligible, it's one of the big considerations staff is looking at when it comes to donations. There has been a lot of vandalism in the IPG the last five years and it has cost the City significant funding to repair donated art pieces that didn't have a maintenance obligation for the donor. In this case, the donor has agreed to maintain the bench if vandalism occurs. This is something the Department is interested in exploring for future donations, maintenance, and obligations from donors. Ms. Larsen added that the Korean Garden Committee does support this donation. Ms. Cannon asked what the lifespan of the bench is. Mr. Murdock is unsure, but it's something they'd address through a donation agreement process. Benches in general capital have about a 15-year lifespan. Ms. Riker said the donation agreements usually state that if it is vandalized or somehow destroyed, the City is not responsible to replace or repair. The Board and staff continued to discuss the Memorial Bench at the Korean Peace Garden.

International Peace Gardens – Memorial Monument for the Genocide in Rwanda

Ms. Larsen shared her screen to display the donation proposal for the memorial monument. Mr. Murdock shared this has been a donation request staff has been putting on hold for about three years now. They've been having conversations with a non-profit group, Rwandan Community Abroad (RCA-Utah). RCA-Utah anticipates the donation would be around \$55,000. Mr. Murdock thinks the donation would be fitting for the IPG, but staff has not added a monument of this size for quite some time, which is why they wanted the Master Plan to help guide them. There's not a Rwandan area in the IPG, but there is a section within the African garden that would be considered for location – the location has not been determined. Ms. Nakamura said she likes the design and asked if the landscaping anticipated in the project scope. Mr. Murdock does not believe so, but is something to consider going through donation agreements. Ms. Cannon asked if there is any lighting associated with the project. Mr. Murdock said no.

Mr. Bloch asked what the request of the Board for this donation is. Mr. Murdock said it's up to the Board on how they'd like to proceed as a Board. Staff brought these donations to them because they are larger and significant. The Board can discuss them further or make a recommendation or advise to hold off on the donations until a master plan is in place. Mr. Bloch said if the Board is going to make a recommendation, it would be for the best to discuss this further next meeting.

Price Bench and Plaza Donation

Ms. Larsen shared her screen to display the Price Bench and Plaza donation. Mr. Murdock prefaced this is a donation the Board may consider making an official recommendation on. This proposal came from Steve Price, a trustee at the University of Utah (U of U), and was initially a bench donation on behalf of his mother. Mr. Price worked with the U of U and had a bench placed in Dry Creek; it's a curious location and it's on U of U land. Mr. Price would now like to build an art piece and plaza space associated with a native plant garden immediately across from Popperton Park. The donor is wanting to build a small walkway that would connect the South Popperton hiking trail to this plaza and a native plant garden that staff's botanists and ecologists have been with on with the Price family. Mr. Murdock said that all of the vegetation, irrigation, path, and benches would be donated to the City. Irrigation already exists along the street, but they would have to tie into water all the native plants and trees that they plan to build. This donation is in the realm of \$200,000.

Mr. Murdock said the Price family has done a lot of outreach to the neighbors in the area. He hasn't seen any written report of that engagement, but the family has verbally said they have and that the community supports it. Mr. Murdock said that is something that be considered because it's a significant change in this natural area. Mr. Bloch said it's a curious location for a bench plaza. Mr. Murdock said it is curious, and the family chose this location primarily for the views. Ms. Finch said she would feel more comfortable knowing whether or not the community councils are aware of this. Mr. Murdock said he's happy to go back to the Price family and get some written communication to share with the Board about the engagement that was done and perhaps, an approval or a recommendation from the community council, too. The Board and staff continued to discuss the Price Bench and Plaza Donation.

Ms. Cannon asked what the Board had decided regarding handling donations. Ms. Larsen said they removed a dollar threshold because the donation amounts were so varied; some were just a couple \$100. She said the Board and staff had decided that staff would bring donations for the Board to review where staff felt like they needed additional input. Ms. Cannon asked so they wouldn't necessarily accept these donations. Ms. Riker said recommendations would go to the Mayor's Office, just like budget and CIP, the Board can have a voice in recommendations the Department submits to the Mayor's Office. The Board and staff continued to discuss donations. Ms. Finch shared she would like more information about engagement regarding some of these donations before providing any sort of recommendation. Ms. Cannon said this is balance of not having master or individual plans and having these sorts of donation proposals that chance the use or added maintenance. Mr. Wiley asked if staff has a tool to score on what the impact would be. Mr. Murdock said no. The Board and staff continued to discuss donations.

Ms. Pehrson said she would feel comfortable accepting the donations for the IPG. Mr. Murdock said he will bring the Price Bench and Plaza Donation back for the Board to review. Ms. Riker said the donations will be an action item. Ms. Binnebose said she doesn't feel ready to have an action agenda item for the Price Bench and Plaza as she feels the Board needs more time to discuss it. Mr. Murdock said it's reasonable for him to reach out to the

family to get answers to the questions the Board asked, and Ms. Larsen can share that in the packet next month and can then determine when to have it on the agenda. The Board and staff continued to discuss donations.	
<p>B. Strategic Capital, Acquisition, and Asset Management Plan – Katherine Andra</p> <p>Ms. Andra introduced herself to the newer Board members. Staff is calling this plan SCAMP (Strategic Capital, Acquisition, and Asset Management Plan). SCAMP will essentially outline how Public Lands can accomplish the highest recommended strategy, policy, and action items from the Reimagine Nature Master Plan, which will then recommend specific projects and objectives for Public Lands to pursue over the next 10 years. Staff has six major goals they want to accomplish with this plan:</p> <ol style="list-style-type: none"> 1. <i>To maintain or improve the level of Public Land service in a growing capital city through property acquisition and development and the improvement of existing properties.</i> - Staff completed a Needs Assessment in 2019 to capture how they're doing and since then, the City has changed a lot. The plan is to do a data update to that Needs Assessment and the outputs would be based on that data. 2. <i>To achieve the five principal goals out of the Reimagine Nature Master Plan.</i> 3. <i>To develop a prioritization criterion and 5-10 year strategic capital project schedule for new projects, replacement projects, and property acquisitions.</i> 4. <i>To align the Public Lands goals and outcomes with upcoming Citywide strategic planning efforts.</i> - There is a Capital Facilities Plan the City is working on as well as an Impact Fee Facilities Plan that looks at how the City spends their impact fees, and then the Capital Improvement Program, goals and project selection. 5. <i>To align Public Lands' needs and availability of future or current funding and potential future funding.</i> 6. <i>To be more of a living document that can be easily evaluated and updated internally on an annual basis to be a tool for Public Lands to use into the future.</i> <p>Ms. Andra said this plan will give specific recommendations for projects, improvements, and asset management over the next 5-10 years. It will also provide tangible frameworks and tools for Public Lands to use adapt those projects as needed within that first decade, and then also to use those same frameworks and tools in the future to make strategic decisions about projects and funding. Staff is developing the plan in three phases: Capital Plan, Asset Management Plan, and the Acquisition Plan. The goal is set staff up strategically to make funding requests, prioritize improvements and maintenance projects, asset replacement needs, and capital projects. The Board and staff continued to discuss SCAMP.</p> <p>Ms. Andra said she's hoping to have a high-level of involvement from the Board. She thought maybe the Board could form a SCAMP Committee or a workgroup to help staff with bigger decisions along the way. Capital, asset management, and acquisition planning are pretty unique, and staff is lucky to have to internal staff experts. Ms. Andra thinks it would be important to utilize the Board as community liaisons throughout the process. It is a relatively internal facing process without a lot of broad community engagement because it will be based upon the Reimagine Nature Plan. She would like the Board to consider forming a SCAMP committee. Ms. Nakamura said forming a committee on the Board is an arduous process so she asked the Board if they would consider to do a working group – this is something Ms. Nakamura would be interested in participating. Ms. Cannon agreed with Ms. Nakamura and she thanked Ms. Andra for suggesting a committee. Ms. Cannon said she's interested in this project and would like to volunteer her time in whatever form it takes. Ms. Cannon said maybe the consultant could put together a draft committee to bring to the next meeting, but she also thinks the working group is a good solution. The Board and staff continued to discuss SCAMP.</p>	10 mins
<p>C. CIP Discussion. – Tom Millar</p> <p>Ms. Larsen shared her screen to display the constituent CIP applications. Mr. Millar explained that SCAMP is to replace the one-off CIP requests where staff generates those ideas every August/September and present to the Board. In the future, CIP and other budget requests will be based on the results of that plan. Mr. Millar said there ended up being 11 constituent CIP eligible. The only one that is slightly tentative, depending on what Finance says, is the Jordan Park Skatepark Expansion as the last couple years, the CDCIP and City Council have been picky on not funding or considering eligible projects that are only planning and design that don't have any construction funding, too. Ms. Finch asked about the 700 East project. Mr. Millar said it's the same project as last year, where the constituent would like to put a garden on the westside of 700 East Community Garden, which is just a couple blocks south of the Liberty Wells Community Garden. These community gardens typically partner with Wasatch Community Gardens and last year they said they didn't have the capacity to take this on if it were funded. Ms.</p>	60 mins

Pontuti expressed concern about having all community gardens go through one group to give everyone equal access. The Board and staff continued to discuss the 700 East Community Garden.

Ms. Finch asked about the dots indicating design and construction on Riverside Basketball Court Renovation. Mr. Millar said it would be about \$450,000 for design and construction, which is about how much the basketball court was a Liberty. Ms. Finch asked about the Concord St. to Alzheimer's Jordan River Cleanup. Mr. Millar said that the development of that vacant parcel on the westside of the river, as well as the bridge across the river, staff doesn't think that the City would permit another bridge – this would be a fourth bridge in a one block radius. Mr. Millar said it could be a smaller application that's more about cleanup and activation in that area. The Board and staff continued to discuss Constituent CIP.

Ms. Finch asked about the Fisher Mansion Restoration project. Mr. Millar said it's the Friends of Fisher Mansion Group. There have been lots of discussions about what to include for a budget amount and Mr. Millar said he thinks they're trying to make it politically palatable in terms of dollars, but still have an impact to restore it to its former glory. Ms. Pontuti asked what public access looked like before it was shut down. Mr. Millar said the City purchase the mansion around 2006-2007, before that it was a rehabilitation center run by Catholic community services, before that it was a convent for Catholic nuns and before that it was the home of the founder of Fisher Brewery. It hasn't had public use since the City acquired it. The Board and staff continued to discuss the Fisher Mansion project.

Mr. Bloch asked about funding for the Forest at Bonneville. Mr. Millar said this project will be an interesting way of getting funded because the land is currently owned by the Golf Enterprise fund and staff cannot use impact fees to purchase property from Golf, even if it would add a level of service. The property would have to be purchased with general fund dollars or some sort of swap. Mr. Millar said he doesn't think the build out of the space would be too expensive relative to other sites of similar size because the community does enjoy the natural forest feel of the space. Ms. Riker said it has been done in the past to purchase golf property, especially in the event was Golf was in the red and the City paid them out of the red and Golf would give the City land. Even though the City owns all the Golf property, Golf is still its own enterprise. You can't use impact fees to pay yourself. The Board and staff continued to discuss the Forest at Bonneville project.

Ms. Larsen shared her screen to display the internal CIP applications. Mr. Millar said there are nine internal applications, six of which are programmatic as in they're not specific to one site, but more a type of infrastructure that needs to be built or replaced in multiple locations. Mr. Millar said the project descriptions are intentionally vague so if the Board has input as to which ones to prioritize over others, that would be helpful to staff. The bolded locations are included in other programmatic requests. There are probably six to seven parks that have multiple needs to replacement and repairs. Mr. Millar said maybe the suggestion from the Board could be to replace all the parts at once for those six to seven parks. Mr. Millar gave a high overview description of the six programmatic projects based on the Board's feedback last month. The Board and staff continued to discuss the programmatic internal CIP applications.

In regards to the Restroom CIP application, Ms. Finch asked if this was piggybacking off the constituent CIP application that was funded this past year. Mr. Millar said staff doesn't necessarily expect that if this project gets approved next year, that come September 1st, staff will be designing something, but it gives staff the flexibility in having the funding already – staff is trying to avoid waiting for funding and to maintain the momentum because you don't have to spend the funding from CIP right away, from the pilot bathrooms. It will give staff funding to fix items in need of repair or replacing. The rough CIP funding expiration date is three years. The Board and staff continued to discuss the programmatic internal CIP applications.

Mr. Millar shared the Events and Special Events Teams identified parks they think are most capable to hosting events to avoid the same parks being used again and again. The Better Event/Power Infrastructure application includes adding some amenities to additional parks to better support events. The goals of this application are to reduce the maintenance impacts of concentrated events, reduce costs for organizers, and activate other parks in the City. Ms. Cannon asked in terms of equity of the design of the pavilions and who they're planning on accommodating – meaning it's serving the most people or the people who are reserving them most. Mr. Millar shared he attended a session at the American Society of Landscape Architects Conference, and they discussed common questions they asked in our park surveys and how different languages responded to those questions.

One of the questions was, “what is a park?” and the responses were very different based on the language the individual spoke. The Board and staff continued to discuss the Event/Power Infrastructure application. Mr. Millar continued to highlight the internal CIP applications the Board discussed last month.

Mr. Millar shared either last year or the year before, staff did some repairs at the Liberty Park Lake and had to empty the lake. He said whenever there’s a break, staff really can only patch up the aeration system to keep the water quality good. Anytime there’s an algae bloom, Public Utilities says no water can be put back into the lake. This application is two part. The first part is dredging because there’s so much sediment built up, it’s very hard for the aeration system to actually work. The second part is to replace the aeration system. Staff estimates the new aeration system would be about \$200,000. The Board and staff continued to discuss the Liberty Park Lake internal application.

Ms. Finch asked when there’s a joint departmental projects, if the Board ranks them, and the other department doesn’t put the request forward, if that would somehow negatively impact the chances of funding. Mr. Millar said Public Utilities could write a letter of support for this project. Ms. Finch asked if this project is just on Public Land’s list. Mr. Millar said Public Utilities doesn’t apply for CIP so staff is not competing against them. Ms. Pehrson asked if there’s something that could be built into this project to reduce potential maintenance in the future. Mr. Millar said yes, and in most of the applications, staff is making the casing or replacing or fixing issues wholesale to reduce the amount of time and money that needs to put in every week or month just to maintain failing infrastructure. The Board and staff continued to discuss the Liberty Lake application. The Board and staff continued to discuss internal CIP applications.

Mr. Bloch asked about prioritization techniques. He brought up the Green Loop and that’s one big ticket project, but there are more other projects they could do with that funding. Ms. Cannon said that’s why the Board adds comments to their rankings to explain the reasoning behind how members rate projects. Ms. Cannon said it also puts parameters around their discussions regarding projects. Ms. Binnebose said the Board will still have time to discuss their rankings at the December meeting, but the timeframe for ranking and submitting comments is compressed. Ms. Binnebose asked for people to more detailed in their comments. Ms. Finch shared she looks at impact fees versus general funds on projects to help with her ranking. The Board and staff continued to discuss CIP applications and rankings.

Ms. Finch asked about the Native Plant project. Mr. Millar said it’s still on the spreadsheet that was in the packet, and after last month’s discussion with the Board and were priorities they moved lower. The reason why they were included in the big project list from last time is that it was a previous year’s application that did not get funded. Staff had a property intended for that project if it were to be funded and because it wasn’t funded, that property now being used for something else. If staff does a Native Plant center, staff would need to find property for it first. It’s a project that’s not as fleshed out as the other ones. The Board and staff continued to discuss CIP applications.

Ms. Finch asked Ms. Binnebose for next steps. Ms. Binnebose said there are two forms, two processes similar to last year. The Board will rank constituent and internal applications separately. December 5th is a flexible date, but ideally Board members will submit their prioritizations that morning. She also asked for members to submit their comments on rankings so the Communications Committee can begin drafting the letter. The Communications Committee will have a draft letter ready to present at the December 5th meeting. All suggested edits for the letter need to be submitted by end of business day on December 9th to have revisions cleaned up by the 10th for the Board to deliver it to staff before the close of business day on the 10th. Ms. Binnebose emphasized these are hard deadlines. The Board and staff continued to discuss their CIP process. The Communications Committee will send out calendar invites with reminders.

D. Staff Updates. – Ashlyn Larsen

5 mins

Ms. Larsen shared that staff has a new events calendar and people can subscribe to the calendar to have the events populate on their own calendars. She shared her screen to display the new calendar. She shared you can also filter by event type – community, volunteer, engagement, and Park Ranger. Ms. Larsen said she’s working on the Division Director updates to the Board and asked since Ms. McCain, the Communications and Engagement Director, will be out when they originally planned on presenting, to have her present in December. Ms. Larsen also suggested having the Parks update at the retreat in January. Ms. Larsen suggested an agenda topic for the December meeting to begin scheduling the January agenda. She proposed having the retreat at the Carriage

House and changing the meeting date to January 9 th since January 2 nd is right after the holidays and people may still be on vacation. The Board liked that idea of rescheduling the retreat to January 9th. The last item is chair and vice-chair nominations. The Board and staff continued to discuss the January retreat.	
6. Board Discussion	7:15 PM
<p>A. Committee Reporting</p> <p>Communications Committee Their update was presenting the CIP process and steps for ranking and the letter of support. Ms. Binnebose sent out calendar invite reminders.</p> <p>Urban Trails Committee Ms. Cannon said in their meeting they discussed available resources to identify urban trails. Their notes are in their Google folder. They want to meet with staff to get a better understanding of the urban trail system and asks further questions to then better refine their SMART goal.</p> <p>Foothills Trails Committee Mr. Bloch said they've spent time talking to Mr. Murdock to discuss where staff is with an MOU they are working. Staff shared their vision. Staff and the Committee discussed making a technical advisory committee and working group. Mr. Bloch said they would like to get more members on the Committee. The Board discussed reviewing committee membership at the retreat.</p> <p>Jordan River Trail Committee Ms. Pehrson said the Committee hasn't met. She is working on scheduling a meeting with staff.</p>	10 mins
<p>B. Board comments and question period</p> <p>Ms. Pehrson asked Ms. Riker about the Jordan River closure at North Temple. It's open during the day now, but she asked if Parks was involved with that. Ms. Riker said she can find out about getting more information. The Board and staff continued to discuss the North Temple closures.</p>	10 mins
C. Next meeting: December 5, 2024	
<p>D. Request for future agenda items</p> <p>Ms. Riker said staff would like to present their budget for the next fiscal year. The Board discussed having the presentation done in January so the Board could write a letter. The Board and staff continued to discuss the budget presentation.</p> <p>Ms. Finch motioned to adjourn the meeting. Ms. Pontuti seconded the motion. The Board unanimously voted to adjourn the meeting.</p>	
7. Adjourn	7:35 PM