

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

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City Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING AT 7:30 PM ON TUESDAY, AUGUST 17, 2021 AT THE CITY OFFICES, 550 N 800 WEST

AGENDA:

Invocation/Thought – James Ahlstrom; Pledge of Allegiance – James Bruhn

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Award of Architect/Engineering Services for 2021 Public Works Facility Project to CRSA for a total fee of \$373,200.
4. Award of Construction Manager/General Contractor Services for 2021 Public Works Facility Project to Gramoll Construction for an estimated fee of \$655,000.
5. Approval of \$6,000,000 Sales Tax Revenue Bond for 2021 Public Works Facility Project.
6. Resolution 501-21, A Resolution Authorizing Allocation of \$21,000 of ARPA Funding to South Davis Sewer District.
7. Expenditure Approvals: Parks Power Mower (\$13,309.53); Police Vehicles and Equipment (\$159,500); Golf Course Pond Irrigation Pump (\$23,778.21).
8. Ordinance 446-21, An Ordinance Creating a New Section, WBMC 17.50 Clear View Area and Fence Requirements, and Deleting Related Sections 17.14.100, 17.16.100, 17.20.100, and 17.24.100.
9. Meeting Minutes from August 3, 2021.
10. Staff Reports – Police, Public Works, Engineering, Community Development, Administration.
11. Mayor/Council Reports.
12. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

This agenda was posted on the State Public Notice website, the city website, emailed to the Mayor and City Council, and provided to the Davis Journal on August 13, 2021.

MEMORANDUM



TO: Mayor and City Council

DATE: August 13, 2021

FROM: Duane Huffman, City Administrator

RE: **Award of Architect/Engineering Services for 2021 Public Works Facility Project**

This memo recommends the award of Architect/Engineering Services for 2021 Public Works Facility Project to CRSA for a total fee of \$373,200.00

Background

Using materials from the State of Utah's Division of Facilities and Construction Management (DFCM), in June, the city issued two separate Requests for Proposals (RFPs) – one for Architect/Engineering Services and Construction Management/General Contractor Services. These RFPs were modeled to select firms on a value-based selection method.

For the Architect/Engineering Services, the firms were evaluated on selection criteria that included: Past Performance, Project Team Experience, Project Specific Team Experience, Team Delivery Method Experience, Team Member Availability, Project Architects Experience, Preconstruction Services, Budget Control Plan, Schedule Control Plan, Value Added Ideas, and Project Team Interaction. Firms submitted proposals addressing these issues, and the five firms that submitted proposals made presentations/interviews for the selection committee.

The selection committee was made up of three individuals: Kris Nilsen (City Engineer), Ben White (Taylorsville City Engineer and former WBC Engineer), and Steve Maughan (Public Works Director). Selection committee members signed Conflict of Interest & Confidentiality Statements and Non-Disclosure Statements (attached). Darrell Hunting, Assistant Director - Capital Improvements for DFCM participated in the interviews and scoring session to assist the city with process.

After evaluation of the proposals, each committee member ranked the firms, and the results are contained in the attached Scoring Matrix. After a review of the matrix, the committee unanimously recommended the selection of CRSA. Under the value-based selection method, the city is now negotiating a fee for the services, which will be in line with fees paid for similar services by the state. If for any reason the city cannot come to terms with CRSA, we would move to the next highest ranked firm.

Fee

The fee proposed in the attached letter is 6.22% of the estimated construction costs, which is in line with fees on state projects. Included with this memo is the draft contract for the award.

Award

Staff recommends a motion awarding the Architect/Engineering Services for 2021 Public Works Facility Project to CRSA contingent on final review and execution of the attached agreement.

Value-Based Selection Final Scoring Matrix

West Bountiful City - 2021 Public Works Facility - A/E Services

Monday, August 2, 2021

Firms		A	B	C	D	E
Selection Criteria	Points Possible					
Past Performance	50	40.0	41.7	43.3	40.0	35.0
Project Team Experience	30	25.0	26.0	25.0	24.0	20.0
Project Specific Team Experience	20	14.7	17.3	16.7	18.7	12.7
Team Delivery Method Experience	10	8.7	9.7	8.3	6.3	7.0
Team Member Availability	10	8.7	8.0	8.3	8.3	6.7
Project Architects Experience	15	12.0	12.0	12.5	13.0	10.5
Preconstruction Services	10	8.7	9.3	8.0	8.0	6.0
Budget Control Plan	30	26.0	25.0	24.0	26.0	19.0
Schedule Control Plan	20	18.0	17.3	17.3	14.7	12.7
Value Added Ideas	10	9.3	9.0	7.7	7.0	7.0
Project Team Interaction	10	9.0	8.7	8.0	7.3	7.0
<i>Total</i>	215	180.0	184.0	179.2	173.3	143.5

Following the evaluation of each of the firms that submitted on this project, the selection committee has ranked CRSA as the firm that provides the best value to West Bountiful City.

Duane Huffman, City Administrator
 West Bountiful City
 550 N 800 W
 West Bountiful UT 84087

~~28 July 2021~~ 6 August 2021 – changes made have be italicized

Re. West Bountiful Public Works Complex

Duane,

We want to extend our sincere thanks for selecting the CRSA team and the request to provide a fee proposal. While we are still waiting for our consultants to return their fee proposals to us, we have developed a draft estimate for your review. The project, while seemingly simple, is exciting and challenging and we are excited to tackle it with our CM/GC partners. We know there are opportunities to be capitalized on, first we are enthusiastic to work with our geotechnical and structural engineers to properly site the building to capitalize on the best soils conditions, structural demands, and needed site access and circulation. We also have created some new workplace concepts that should decrease the size of the office area and give the city room for growth. We know this will be a fast-paced effort, which we and the entire team are committed to. Please look through the following, let me know your initial thoughts and let's come to an agreement that serves all parties.

We will let our proposal, which the City has in hand, define the scope of work for which we feel the following fee proposal is commensurate to the effort requested:

Fee Proposal			
Construction Cost		\$	6,000,000
Total Fee		\$	373,200
Arch Fee		\$	244,073
Consult. Fee		\$	129,127
Meridian Civil	3%	\$	11,196
Dunn Structural	5%	\$	18,660 * delegated design
Spectrum Mech.	11.75%	\$	43,851
Spectrum Elec.	9%	\$	33,588 <i>includes voice/data cabling and generator service</i>
GSH Geotech	0.5%	\$	1,866 <i>hrly not to exceed</i>
CRSA Landscape	1.30%	\$	4,852
CRSA FF&E Design	4%	\$	15,115

- Delegated Design: The metal building manufacture's engineer will size all structure from the base plate and above and the thus, CRSA's structural engineer will size the foundational all, footings and slabs.

The consultants have defined some potential additional services that you should be aware of:

- 1) Civil has been asked to do some survey work. They sent CRSA a fee proposal of \$3,900. I spoke with Mayor Romney and Gramoll this morning. They felt the city could do some of this work to get that fee down. This fee proposal includes no surveying, but once Gramoll and the City convey a more accurate scope of work to Meridian and some additional existing files, Meridian can revise their fee proposal.*
- 2) Electrical noted their services will not include the following: PV System (\$3,750), Door Access Control Systems (\$1,350), CCTV Security Camera System (\$1,350), nor costs to cover incidental structural engineering (\$1,500). Shall the city desire any of these services we can treat them as additional services.*

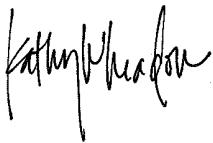
Owner Provided Services:

- 1) CRSA will utilize the existing soils report, although the report will need to be updated to the new 2018 code which may require a site class determination study to get to a site class D rather than a site class D-Default which would be required by the code.
- 2) CRSA will utilize a site survey provided by the city.

Again, we are happy to review this fee proposal, anticipated effort, and deliverables with you to ensure we are all comfortable with the define scope of work and project outcomes. Look it over and let us know if we can answer any questions.

Again, our thanks for this exciting opportunity to continue to serve West Bountiful City.

Warmest regards,

A handwritten signature in black ink, appearing to read 'Kathy Wheadon', with a stylized, cursive script.

Kathy Wheadon, Managing Principal
CRSA Architects

DESIGN AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND ARCHITECT / ENGINEER

This AGREEMENT is made as of _____, 2021 (the “*Effective Date*”), between West Bountiful City (“*WBC*”) and the “Architect / Engineer,” _____ a Utah _____, whose address is _____ 84__ (the “*A/E*”), for the project identified as 2021 Public Works Facility (the “*Project*”).

ARTICLE I DOCUMENTS INCORPORATED BY REFERENCE

A. SOLICITATION / PROCUREMENT DOCUMENTS AND REQUIREMENTS.

The A/E shall comply with the following:

1. WBC procurement requirements.
2. The WBC solicitation documents and A/E submitted documents for the Project, which are hereby incorporated by reference as part of this Agreement. Attachment “C” hereto indicates changes to the A/E’s response, if applicable.
3. The procurement documents and Contract Documents.

B. ATTACHMENTS TO THIS AGREEMENT

All attachments to this Agreement are incorporated by reference as if fully set forth in this Agreement. Unless the context requires otherwise, any reference in this Agreement to an “Attachment” means such an incorporated by reference attachment to this Agreement.

C. HIERARCHY OF DOCUMENTS.

In case of conflict, the following documents supersede each other in accordance with the following hierarchy:

1. Codes and applicable law;
2. The attachments hereto;
3. The solicitation documents issued by WBC for the selection of the A/E;
4. Any response by A/E to the procurement documents attached to this Agreement;
5. The body of this Agreement.

ARTICLE II GENERAL REQUIREMENTS

A. GENERAL OBJECTIVES. The objectives of the Work under this Agreement include, but are not limited to the following:

1. Provide designs that comply with applicable laws, codes, rules, regulations and quality requirements;
2. Comply with this Agreement;
3. Meet the established Construction Budget in Attachment “A”;
4. Maintain the Project Schedule in Attachment “A”; and
5. Work with WBC and the Contractor to accomplish all these objectives.

B. SCHEDULE. Time is of the essence. The A/E shall commence and prosecute the work diligently so as to be in compliance with the Project Schedule in Attachment “A.” However, the A/E shall not be responsible for failure to comply with the Project Schedule or any portion thereof to the extent such noncompliance is not due to the fault of the A/E or anyone for whom the A/E is liable.

C. STANDARD OF CARE; RESPONSIBILITY. The services of the A/E and its Subconsultants, if any, shall be performed in accordance with and judged solely by the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project (the “**Standard of Care**”). The A/E shall be liable to WBC for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. a Contractor claim against WBC), to the extent caused by errors or omissions that do not meet the Standard of Care.

D. PUBLIC INFORMATION RELEASE. The A/E shall not make any public information release in connection with the Project without advance written permission of WBC. The A/E shall require of its Subconsultants the same agreement to maintain the confidentiality of information. Notwithstanding this provision, the A/E does not need WBC’s consent to respond to any information release which is needed to defend the A/E’s interest, or to the extent such public information release is protected by constitutional free speech rights.

E. CONFLICT OF INTEREST. The A/E and the A/E’s Subconsultants shall not have any member that has a conflict of interest that may reasonably affect the A/E’s or any Subconsultant’s professional judgment in regard to the Project, unless such conflict is disclosed to WBC and approved by WBC in writing. It is the A/E’s duty to enforce this provision with the Subconsultants.

1. **Use of Sales Agents.** The A/E warrants that no salesperson or selling agency has been employed or retained except as indicated in writing to WBC.

F. LAWS, CODES AND REGULATIONS. The A/E and its Subconsultants shall use their best efforts consistent with the Standard of Care to comply with laws, codes, rules, regulations, ordinances and quality requirements applicable to the Project as established by State statute, City codes, administrative rule and/or deemed applicable to the Project pursuant to the express terms of this Agreement, including those documents incorporated by reference. The A/E or WBC may request, and will be granted, a meeting with the other party to discuss any additional codes or requirements that are applicable to the Project. In the case of change(s) or conflicts in the applicable code requirements, laws, rules or regulations, during the work of the Scope of A/E’s Services, when and if the A/E becomes aware of such change(s) or conflicts, the A/E shall promptly notify the WBC in writing. If the WBC determines that work that has already been properly performed must now be

changed, such change will be considered additional work under this Agreement and the A/E shall then prepare all documents to comply with the needed change(s).

- G. ESTABLISH CONSTRUCTION BUDGET.** The A/E shall prepare a construction budget (including cost estimate) for each phase of work under this Agreement.
- H. IF BIDS/PROPOSALS EXCEED CONSTRUCTION BUDGET.** If no acceptable bid or proposal is received within the Construction Budget, WBC in its sole discretion may elect any one or more of the following options:
1. Give written approval of an increase in the Construction Budget;
 2. Rebid or renegotiate the construction contract within a reasonable time;
 3. Revise the Project scope and/or quality as necessary to meet the Construction Budget; and/or
 4. Abandon the Project and terminate this Agreement.

If the WBC elects an option or options which does not abandon the Project, the A/E shall perform the A/E's services to implement the selected option or options at no additional cost to the WBC.

- I. STAFFING.** The A/E shall maintain the human, physical and other resources reasonably necessary to timely meet its obligations under this Agreement.
- J. WBC REVIEWS, LIMITATIONS.** The right of WBC or any entity/user to perform plan checks, plan reviews, other reviews and/or comment upon the work of the A/E, as well as any approval by WBC, shall not be construed as relieving the A/E from its professional and legal responsibility for services required under this Agreement. No review by WBC or any entity/user, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by WBC of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the A/E shall be and remain liable to WBC in accordance with applicable law for all damages to WBC caused by the A/E's acts, errors, or omissions.
- K. USE OF PROTOTYPICAL DESIGNS OR DESIGNS PROVIDED BY WBC.** The A/E shall use prototypical designs or other design drawings, specifications or calculations provided by WBC in the request for proposal. The A/E shall recheck such designs and any other design data, drawings, specifications and calculations provided by WBC. The A/E shall correct any error or omission as necessary thereafter, and shall be responsible therefor to the same extent as if such materials had been provided by the A/E under this Agreement. The A/E shall be provided with any change orders, proposed change orders, and clarifications from previous projects that are applicable to the Project. The A/E shall incorporate all pertinent material into the new plans and specifications. If the A/E has provided design services to WBC on previous projects and has designed buildings similar to the components of this Project, which are in the A/E's charge, at the direction of WBC, the A/E shall modify and reuse existing design as much as possible. Where existing designs are being reused, drawings are required to conform to WBC graphic/CAD standards unless prior written approval is given by WBC.
- L. SUBCONSULTANTS.** The A/E shall be responsible and liable to WBC for the services of any Subconsultant of the A/E. Any reference in this Agreement to Subconsultant shall refer to any

subcontractor, consultant or subconsultant of the A/E at any tier. The A/E shall, without additional expense to WBC, be responsible for obtaining any Subconsultant business or professional licenses and for complying with any applicable Federal, State, and local laws, codes, and regulations, as necessary for the performance of the A/E's services.

M. HAZARDOUS MATERIALS. The A/E shall comply with the industry standards regarding hazardous materials.

N. DISCRIMINATION AND SEXUAL HARASSMENT PROHIBITED. Pursuant to the laws of the State of Utah, the A/E, or any Subconsultant or other person acting on behalf of the A/E, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The A/E, or anyone for whose act the A/E may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

ARTICLE III PROJECT TEAM

A. WBC REPRESENTATIVE. The WBC Representative is the person assigned by the City Administrator of WBC to manage the Project and is the sole person authorized to act on behalf of WBC.

B. A/E AND SUBCONSULTANTS.

- 1. Need WBC Permission to Change Organizational Chart.** The A/E and Subconsultants have been selected to perform the services of this Agreement because of the skills and expertise of designated key personnel. Attachment "B" to this Agreement provides the organization chart of the A/E and Subconsultants. The identified persons and entities in the organizational chart cannot be changed without advance written approval by WBC.
- 2. A/E's Representative.** The A/E's Designated Representative identified in the organization chart is and shall be authorized to act on the A/E's behalf and bind the A/E in regard to the Project.

ARTICLE IV WBC RESPONSIBILITIES AND RIGHT TO EVALUATE A/E

A. WBC RESPONSIBILITIES. Unless otherwise expressly agreed herein, WBC, at its sole cost and expense, shall:

1. Place advertisements for bids or proposals;
2. Conduct bid or proposal openings and interviews;
3. Timely provide and update the A/E with available public information in WBC's possession regarding the Project, including but not limited to, legal descriptions, topographic surveys, ALTA or other boundary surveys, utility surveys, record drawings, reports, project objectives, budgets, and other material requirements and limitations.

4. Notify A/E of any known fault, known defect, or known deficiency in the Project, including but not limited to acts, errors, omissions, or inconsistencies in the A/E's services and Deliverable Instruments of Service. Notwithstanding any provision of this Agreement to the contrary, any failure by WBC to notify the A/E shall not relieve the A/E of any responsibility or liability for such fault, defect or deficiency.
5. Cause the WBC Representative to timely render decisions so as to avoid unreasonable delays in the orderly progress of the Project.

B. PERFORMANCE EVALUATION OF A/E. WBC may conduct a performance evaluation of the A/E's services, including specific personnel of the A/E or any Subconsultant at any time. Results of any evaluation will be made available to the A/E upon request.

ARTICLE V SCOPE OF A/E'S BASIC SERVICES

A. IN GENERAL. The A/E's Basic Services consist of those described in this Agreement and include normal structural, mechanical, electrical, architectural, and other consulting services reasonably necessary to fulfill the A/E's duties under this Agreement. Any additional scope of service requirements are provided in Attachment "A".

1. **Incidental Services/Reimbursements.** Not included in the Basic Services are amounts to cover Direct and Reimbursable costs such as travel and printing. These costs are reimbursed at 1.05 % of cost and travel will be determined as per State Travel Guidelines. Exceptions to this are subject to written approval of the WBC Representative.
2. **Direction from WBC Representative Only.** The A/E has neither the responsibility nor the authority to accept directives or determinations from any person other than the WBC Representative. The A/E shall not take any direction from the end users of the Project, Contractor or any other third party's representative.
3. **Review Requests for Information.** The A/E shall review properly prepared and timely requests for information by the Contractor.
4. **Issue ASI's and Supplemental Drawings and Specifications.** If approved by the WBC Representative, the A/E shall issue an architect's supplemental instruction ("ASI"), and prepare, reproduce, and distribute supplemental and/or corrected drawings and/or specifications in response to requests for information by the Contractor.

B. SCHEMATIC DESIGN PHASE.

1. **Review Program and Statement of Scope.** The A/E shall review the program or other "statement of scope" furnished by WBC to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the WBC Representative. The term "program" as referred to in this Agreement shall be deemed to include any "statement of scope" provided by WBC.
2. **Preliminary Evaluation.** The A/E shall provide a preliminary evaluation of WBC's program, schedule and construction budget requirements.

3. **Documents and Drawings.**

- i) Based on the mutually agreed upon program, or scope of work, schedule and construction budget requirements, the A/E shall prepare, for written approval by WBC, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components (collectively, “**Schematic Design Documents**”).
- ii) The Schematic Design Documents shall comply with this Agreement.
- iii) The Schematic Design Documents narrative shall include the A/E’s proposed design and construction budget, which shall be within the WBC budget provided to the A/E.

4. **Alternative Approaches.** The A/E shall review with WBC, alternative approaches to design and construction of the Project. The A/E shall submit at least three (3) options for WBC’s evaluation.

5. **Land Use Approval Assistance.** The A/E shall cooperate with WBC in obtaining applicable permits and land use approvals so as to allow for construction of the Project. However, appearances as an expert as well as the preparation of necessary drawings, visual aids and any other design work solely prepared for an appearance with zoning boards or planning commissions or other governmental meetings or hearings, shall be considered as additional services, if not included in Attachment “A.”

C. DESIGN DEVELOPMENT PHASE.

1. **General Description of Design Development Documents.** The A/E shall prepare, for written approval by the WBC Representative, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate (collectively, the “**Design Development Documents**”). The Design Development Documents narrative shall include the A/E’s proposed design and construction budget, which shall be within the WBC budget provided to the A/E. The Design Development Documents shall comply with the following:

- i) The WBC approved Schematic Design Documents and any adjustments authorized by WBC in the program, scope of work, schedule or construction budget; and
- ii) The provisions of this Agreement.

2. **Authorization to Proceed Required in Writing from WBC.** The A/E may proceed on and be paid for design development work only after a written authorization to proceed to the design development phase is provided by the WBC Representative.

3. Should WBC initiate or require a material change from the approved Design Development Documents and there is no fault or responsibility of the A/E related to WBC’s initiation or requirement of the change, the A/E’s effort implementing such change shall be compensated as an Additional Service and the schedule for delivery of the A/E’s services shall be equitably adjusted if/as appropriate.

D. CONSTRUCTION (CONTRACT) DOCUMENTS PHASE.

1. **General Description of Construction Documents Submittal.** A/E shall prepare, for written approval by the WBC Representative, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project (collectively, the “**Construction Documents**”). The Construction Documents narrative shall

include the A/E's proposed design and construction budget, which shall be within the WBC budget provided to the A/E. The A/E shall advise WBC of any adjustments to previous preliminary estimates of construction cost or schedule indicated by changes in requirements or general market conditions. The Construction Documents shall comply with the following:

- i) The WBC approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by WBC;
 - ii) All applicable codes, tests and inspections, which shall be identified in the Construction Documents; and
 - iii) The provisions of this Agreement.
2. **Authorization to Proceed Required in Writing from WBC.** The A/E may proceed on and be paid for Construction Documents work only after a written authorization to proceed to the Construction Documents phase is provided by the WBC Representative.
 3. **Assistance with Procurement Documents.** The A/E shall assist WBC in the preparation of the necessary procurement documents to obtain a Contractor and other entities needed to complete the Project.
 4. **Assist with Filing for Governmental Approval.** When requested by WBC, the A/E shall assist WBC in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

E. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

1. **Commencement and Termination.** The A/E's responsibility to provide Basic Services for the Construction Phase commences with WBC's written authorization to proceed on to this phase and terminates upon the completion of the one-year period of the Contractor's warranty obligations under the contract documents (the "**Warranty Period**"), unless extended by written agreement of the A/E and WBC. Any final payment made prior to the end of the Warranty Period does not terminate the A/E's obligation to provide full performance of the A/E's services throughout the Warranty Period for the fee already paid for basic services.
2. **A/E's General Assistance During Construction and Warranty Period.** The A/E shall advise and assist WBC during the Construction Phase and the Warranty Period. During the Warranty Period, the A/E shall make a qualified representative available to answer questions and to perform a 1-year warranty walk through. The A/E shall have authority to act on behalf of WBC only to the extent provided in this Agreement unless otherwise modified in writing by WBC and A/E. The A/E shall be liable for any representations made by the A/E or anyone for whose acts the A/E may be liable, not consistent with the provisions of the Contract Documents, unless WBC has given written approval in advance.
3. **Site Visits.**
 - i) **In General.** Site visits shall be conducted in accordance with Attachment "A" and the Contract Documents.
 - ii) **Compliance with Contract Documents, Reporting Defects and Deficiencies.** Site visits shall require the A/E to examine the work of the Contractor in progress to assist WBC in identifying any lack of compliance with the Construction Documents and defects or deficiencies in the work, and to determine whether the work is proceeding in a manner such that, when completed, it will likely be in accordance with the Construction Documents.

Except as may otherwise be provided in Attachment "A," the A/E's on-site construction-phase services are (i) not full-time, continuous, or exhaustive; (ii) do not include a duty to discover latent defects in the work; and (iii) do not constitute a guarantee of the A/E's work or relieve the Contractor of its responsibilities. The A/E is not responsible for the Contractor's selected means, methods, or sequences of work. The A/E shall cooperate and assist WBC in enforcement of the Construction Documents. The A/E shall promptly report known or obvious defects to WBC. This provision does not relieve the Contractor of its responsibility to comply with the Construction Documents.

iii) **Written Report.** The A/E shall promptly submit to WBC a written report subsequent to each site visit.

4. **Submittals.** Contractor submittals shall be addressed in accordance with the Contract Documents.
5. **Modifications.** The A/E shall prepare change orders, or construction change directives, with supporting documentation and data, for WBC's approval and execution in accordance with the Contract Documents, and may issue ASI's not involving an adjustment in the Contract sum or an extension of the Contract time which are not inconsistent with the intent of the Contract Documents. ASI's must be approved by the WBC Representative prior to being issued. When approved by WBC, the A/E shall prepare statements of justification, detailed cost and time estimates of the proposed change in the work, requests for proposals, construction change directives, and change orders. The A/E shall prepare, reproduce, and distribute drawings and specifications to completely describe work to be added, deleted, and/or modified. The preparation of all such documentation shall not be considered additional services unless the change in the work is determined by WBC to be a scope change and/or an unknown condition.
6. **Record Drawings (As-Built).** The A/E shall monitor Contractor's efforts to regularly update the redline drawings during construction. Upon completion of the Construction Phase, the A/E shall prepare Record Drawings based upon redline construction drawings and/or other information provided by Contractor. Unless the A/E knows or reasonably should know that such information is inaccurate or incomplete on its face, the A/E is entitled to rely upon such information in preparing Record Drawings. If and to the extent the A/E knows that such information is facially inaccurate or incomplete, the A/E shall promptly advise WBC in reasonable detail of the inaccurate and/or incomplete information. Subject to such obligation to advise and its obligation to transcribe the Contractor's redline construction drawings and/or other information provided by Contractor in a manner consistent with the Standard of Care, the A/E makes no representation regarding the accuracy or completeness of its Record Drawings.
7. **Review Process.** The A/E shall comply with any review process required by WBC. The A/E shall make submissions to the reviewing entity in a timely manner so as not to delay the reviewing entity.
8. **Specific Delay Liability of A/E.** The A/E shall be liable to WBC for damages incurred by WBC as a result of impact on the Contractor's critical path schedule to the extent due to the A/E's error, act or omission.
9. **Notification of Impacts on Critical Path.** The A/E shall promptly notify WBC in writing of facts, events or circumstances of which the A/E is or should be aware and which have adversely affected or likely will adversely affect the critical path schedule.

ARTICLE VI
DELIVERABLE INSTRUMENTS OF SERVICE

- A. DEFINED.** “Deliverable Instruments of Service,” as used in this Agreement, shall mean the drawings, specifications, addendums, attachments, calculations, manuals, reports, official project meeting minutes, project observation reports and/or other information and documents developed pursuant to this Agreement, regardless of medium, identified in and required to be delivered or submitted to WBC under this Agreement.
- B. OWNERSHIP.** Deliverable Instruments of Service are the sole property of WBC. WBC shall have unlimited rights, for the benefit of WBC, in all Deliverable Instruments of Service, including for their use, reuse, modification, and transfer for purposes of the Project.
- C. PROMOTIONAL ISSUES.** The A/E shall have the right to include photographic or artistic representations of the design of the Project among the A/E’s promotional and professional materials, provided that the A/E appropriately gives recognition to WBC regarding the Project. The A/E shall be given reasonable access to the completed Project to make such representations. However, the A/E’s materials shall not include WBC confidential or proprietary information. WBC shall provide professional credit for the A/E in WBC’s promotional materials that relate to the A/E’s work for the Project. Except to the extent related to the A/E’s defense of any statements made by others in regard to the A/E’s performance, and notwithstanding any other provision of this Agreement, the A/E shall not make any public information release in connection with services performed under this Agreement without the advance written approval of the City Administrator of WBC.
- D. LICENSE.** The A/E hereby grants WBC a nonexclusive license for governmental purposes to any copyrighted portion of Deliverable Instruments of Service. Such license shall include, but not be limited to, the right to use and reuse such copyrighted materials to construct the buildings, facilities, or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for reuse. WBC’s rights and licenses in and to the Deliverable Instruments of Service are conditioned upon the A/E receiving all sums related to WBC approved deliverables due under this Agreement.
- E. INDEMNIFICATION RELATED TO CERTAIN ACTIONS WITH DELIVERABLES.**
WBC’s use on other projects, WBC’s re-use, or WBC’s modification of the Deliverable Instruments of Service shall be at WBC’s sole risk and without recourse against the A/E, its Subconsultants at any tier, and their principals, agents and employees. WBC shall hold harmless, indemnify and defend the A/E, its Subconsultants at any tier and their respective principals, agents and employees from and against any and all actions, claims, loss, or damages of any nature whatsoever to the extent related to and resulting from any such use, re-use, or modification of all or any portion of the Deliverable Instruments of Service by or on behalf of WBC, or under any license issued by, through, or on behalf of WBC, irrespective of any actual or alleged fault on the part of the indemnitee(s). Notwithstanding the foregoing, under no circumstances shall the A/E be indemnified for the use of the Deliverable Instruments of Service for the Project.
- F. ACCESS TO DELIVERABLES.** For a period of three (3) years after completion of the Project, the A/E agrees to furnish and to provide access to all the Deliverable Instruments of Service upon the request of WBC. WBC shall pay all costs for labor, reproduction and/or shipping of requested documents.

- G. STAMP.** If the A/E is not the same A/E commissioned for the Project within the Deliverable Instruments of Service, WBC shall reasonably remove all indications of authorship, including the title blocks, names, initials, signatures, and professional stamps of the A/E, its Subconsultants at any tier, and their agents and employees.

**ARTICLE VII
COMPENSATION, PAYMENTS
TO THE A/E, AND DAMAGES**

- A. FEES IN ATTACHMENT “A.”** Payment shall be in accordance with the schedule of lump sum payments for each phase listed under this Agreement as shown in the Schedule of A/E’s and Subconsultant Fees (Attachment “A”). Progress payments with respect to such lump sum amounts shall be based upon percentage of such services completed.
- B. PAYMENT IN FULL.** The fee for any particular phase or activity described in Attachment “A” shall be the full payment owing by WBC for such phase or activity.
- C. WITHHOLDING OF PAYMENT; LIABILITY OF EXCESS OWING.** Should the A/E fail to perform any of its obligations hereunder, be in default of this Agreement, or otherwise fail to complete the services of this Agreement within the time established by the Project Schedule (Attachment “A”), the A/E shall be liable to WBC for the actual damages incurred and such amount may be deducted from any amount due or that may become due the A/E. To the extent that the damages exceed any amount that would otherwise be due the A/E, the A/E shall be liable to WBC for such excess. WBC may seek enforcement of such obligation by legal action and, if such is necessary, shall recover the related costs and attorney fees. Notwithstanding the foregoing, WBC agrees that the A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond the A/E’s control.
- D. OTHER PREREQUISITES TO PAYMENT:** In addition to any other requirements under this Agreement, the following is required before any payment shall be made or deemed owed by WBC:
- 1. Invoices.** The A/E shall submit invoices for progress payments not more than once a month. Invoices shall include the WBC project and contract name, and be signed by the A/E. Each invoice shall include a detailed description by line item showing the contract prices, percentage of the services completed for the period, payments received to date, payment requested for the period, the overall percentage of completion, and lien waivers or releases for all such services.
 - 2. Adjustments of Progress Payments.** WBC may, at its discretion, adjust any progress payment so that it corresponds to the percentage of completion as estimated by WBC. Notice shall be given to the A/E prior to making any such adjustments.
 - 3. Acceptance of Final Payment.** The acceptance by the A/E of final payment without a written protest filed with WBC within three (3) days of receipt of final payment, shall release WBC from all claims and all liability to the A/E for fees and costs of the performance of the services pursuant to this Agreement.
 - 4. Interest on Late Payments.** Unless WBC disputes an invoice in writing, WBC will pay the A/E within thirty (30) days after receipt of invoice. Except as otherwise provided by law, if any payment is late based upon the provisions of this Agreement, the A/E shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street

Journal prime rate shall be determined using the rate that is published closest to the 1st of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period. No late fees shall accrue on any portion of an invoice that WBC disputes in writing unless the dispute is resolved unfavorably to WBC.

ARTICLE VIII REQUIREMENTS FOR ADDITIONAL SERVICES.

A. ADDITIONAL SERVICES; IN GENERAL.

- 1. Not Allowed when Correcting an Error or Omission or as Part of this Agreement.** Notwithstanding any provision of this Agreement, the A/E shall not be entitled to any additional compensation or the considering of any work as an additional service when such work is being performed in order to resolve an error or omission of the A/E or is otherwise required to meet the terms of this Agreement.
- 2. Written Modification in Advance of Work Required.** The A/E shall perform additional services when authorized by a written modification to this Agreement in advance of the performance of the subject work. Failure of the A/E to obtain a written approval from WBC of the cost and authorization to proceed shall result in the A/E's forfeiture of the right to seek additional compensation for the additional service. The A/E shall have no obligation to provide, and shall not begin to provide, any additional service unless and until such written modification has been given by WBC.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- A. INSURANCE.** To protect against liability, loss and/or expense arising in connection with the performance of services under this Agreement, the A/E shall obtain and maintain in force during the entire period of this Agreement without interruption, at its own expense, the following stated insurance from insurance companies authorized to do business in the State of Utah, in a form and content satisfactory to WBC, and rated "A-" or better with a financial size category of (a) Class X or larger where the applicable Construction Budget is \$1,000,000 or greater; or (b) Class VII or larger where the applicable Construction Budget is under \$1,000,000. All such ratings and financial size categories shall be as published by A.M. Best Company at the time this Agreement is executed. The A/E shall require all Subconsultants to have and maintain similar policies. All of the following listed insurance coverages shall be provided by the A/E:
- 1. A/E's Professional Liability Insurance.** The A/E shall maintain a professional liability policy on a claims made basis, annual aggregate policy limit based on the following chart, unless modified in Attachment "A" to this Agreement.

Construction Budget	Minimum Liability Coverage
\$1,500,000 and above but under \$25,000,000	\$2,000,000 per claim, \$5,000,000 aggregate

WBC reserves the right to require additional coverage from that stated in the chart herein above, at the WBC's expense for the additional coverage portion only. WBC also reserves the right to require project specific insurance, and if such right has been exercised it shall be indicated as an

exhibit to this Agreement. Unless project specific insurance is required by WBC, the coverage may be written under a practice policy with limits applicable to all projects undertaken by the firm but must be maintained in force for the discovery of claims for a period of three (3) years after the date final payment is made to the A/E under this Agreement. All policies provided by the A/E must contain a "retroactive" or "prior-acts" date which precedes the earlier of the date of the A/E's Agreement or the commencement of the A/E's services. The A/E's policy must also include contractual liability coverage applicable to the indemnity provision of this Agreement for those portions of the indemnity provisions that are insured under the A/E's policy and in accordance with this Agreement, including the attachments hereto.

2. **Commercial General Liability Insurance.** The A/E shall provide, at its own expense, commercial general liability insurance, on an occurrence basis, including insurance for premises and operations, independent Subconsultants, projects/ completed operations, and contractual liability coverage including specifically designating the indemnity provisions of this Agreement as an insured contract on the Certificate of Insurance. Such commercial general liability insurance must provide coverage for explosion, collapse and underground hazards. Insurance required by this paragraph shall provide for limits that are not less than the following:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage (any one fire)
\$ 5,000	Medical Expense (any one person)

3. **Workers Compensation Insurance.** Workers compensation insurance shall cover full liability under the workers compensation laws of the State of Utah at the statutory limits required by Utah law.
4. **Automobile Insurance.** The A/E shall maintain automobile liability insurance for claims arising from the ownership, maintenance, or use of a motor vehicle. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability: \$1,000,000 – Combined Single Limit Bodily Injury and Property Damage Per Occurrence.
5. **Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage.** The A/E and all Subconsultants of the A/E shall maintain insurance coverage for the physical loss of or destruction to their work product including drawings, specifications and electronic data and media.
6. **Aircraft Use.** To the extent, if any, the A/E uses its own aircraft or employs aircraft in connection with the work performed under this Agreement, the A/E shall maintain aircraft liability insurance with a combined single limit of not less than \$1,000,000 per occurrence.
7. **Certificates.** Before this Agreement is executed, the A/E shall submit certificates in form and substance satisfactory to the WBC as evidence of the insurance requirements of this Article. Such certificates shall contain provisions that no cancellation, or non-renewal shall become effective except upon thirty (30) days prior written notice by US Mail to WBC as evidenced by return receipt, certified mail sent to WBC. The A/E shall notify WBC within thirty (30) days of

any claim(s) against the A/E which singly or in the aggregate exceed 20% of the applicable required insured limits and the A/E shall, if requested by WBC, use its best efforts to reinstate the policy within the original limits and at a reasonable cost. WBC shall be named as an additional insured party, as primary coverage and not contributing, on all the insurance policies required by this Article except the professional liability and workers' compensation policies. WBC reserves the right to request the A/E to provide a loss report from its insurance carrier.

8. **Maintain Throughout Agreement Term.** The A/E agrees to maintain all insurance required under this Agreement during the required term. If the A/E fails to furnish and maintain said required insurance, WBC may purchase such insurance on behalf of the A/E, and the A/E shall pay the cost thereof to WBC upon demand and shall furnish to WBC any information needed to obtain such insurance.
9. **Waivers of Subrogation.** All policies required, except practice professional liability insurance and workers compensation insurance, shall be endorsed to include waivers of subrogation in favor of WBC.
10. **Excess Coverages.** Any type of insurance or any increase of limits of liability not described in this Agreement which the A/E requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.
11. **Not Relieve A/E of Liability.** The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the A/E of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.
12. **A/E Compliance with Policies.** The A/E shall not violate or knowingly permit to be violated any of the provisions of the policies on insurance required under this Agreement.

D. INDEMNIFICATION

1. **"Indemnitees,"** as that term is used in this Article IX, means WBC, its institutions, agencies, departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officials, employees, agents, and authorized volunteers.
2. **"A/E,"** as that term is used in this Article IX, means the A/E, its Subconsultants at any tier, or any of their agents, employees (including those employed directly or indirectly), or other persons or entities for whose acts the A/E or its Subconsultants at any tier may be liable.
3. **Indemnification Requirements.**
 - i) **A/E's Indemnification of Indemnitees.** To the fullest extent permitted by law, A/E shall indemnify and hold harmless the Indemnitees from and against every kind and character of claim, damages, loss and expense, including but not limited to reasonable attorneys' fees, to the extent caused by any negligent or wrongful act, error or omission of the A/E.
 - ii) **Defense by A/E.** The A/E shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but WBC shall have the right, at its option and its own expense, to participate in the defense of any such action without relieving the A/E of any obligation hereunder. The A/E shall be reimbursed by WBC their reasonable costs and expenses incurred under this provision to the extent such costs and expenses relate to the fault of WBC and not the A/E.

- iii) **Not Affect Other Indemnification Rights or Obligations.** Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under this Agreement.
- iv) **Not Affected by Workers Compensation or Certain Benefit Acts.** In claims against any person or entity indemnified under this paragraph by the A/E, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the A/E under workers compensation acts, disability benefits acts or other employee benefit acts.
- v) **Effect of Written Directives by WBC.** Notwithstanding any of the above, to the extent the act, error, or omission giving rise to an indemnification obligation under this Article IX arises out of the A/E's compliance with a written directive from WBC that is not based on the A/E's recommendation, the A/E shall not be held liable under the indemnification provisions of this Agreement if the A/E promptly disagreed with the written directive by delivering such objection to WBC in writing.

ARTICLE X LIMITATIONS OF ACTIONS

A. STATUTE OF LIMITATION AND STATUTE OF REPOSE. An action by or against the A/E, the A/E's Subconsultant, agent, independent Subconsultant, or anyone for whom the A/E may be liable shall comply with and be bound by the applicable and lawful statute of limitation and statute of repose provisions. Notwithstanding the foregoing, any action by or against the A/E, the A/E's Subconsultant, agent, independent Subconsultant, or anyone for whom the A/E may be liable that is based in contract or warranty shall be commenced within six (6) years of the date of substantial completion of the improvement or abandonment of construction except that such period of limitation shall be modified as follows:

1. **Fraudulent Concealment.** In the event that the A/E, the A/E's Subconsultant, agent, independent Subconsultant, or anyone for whom the A/E may be liable has fraudulently concealed the act, error, omission or breach of duty, or the injury, damage or other loss caused by the act, error, omission or breach of duty, the six-year period shall not begin to run until such time as WBC discovers or, through the exercise of reasonable diligence, should have discovered its claim.
2. **Willful and Intentional.** In the event that the A/E, the A/E's Subconsultant, agent, independent Subconsultant, or anyone for whom the A/E may be liable commits a willful or intentional act, error, omission, or breach of duty, the six-year period shall not begin to run until such time as the WBC discovers or, through the exercise of reasonable diligence, should have discovered its claim.
3. **Unintentional and Nonfraudulent Latent Acts, Errors, Omissions or Breaches of Duty.** In the event of an unintentional and nonfraudulent latent act, error, omission or breach of duty, the WBC shall have the time period allowed by Utah law and the Utah Code, unless a longer period is provided for in an attachment to this Agreement.
4. **"Different Period of Limitation" from Utah Code.** These provisions are understood and agreed to by the A/E as establishing a "different period of limitations," as that term is used in UCA 78B-2-225(3)(a) or any other similar statute of the Utah Code. These provisions are not intended to shorten any time period allowed by Utah law and code for non-contract actions, including but not limited to, those based in tort.

ARTICLE XI CLAIMS AND DISPUTES

- A. PRELIMINARY RESOLUTION EFFORTS.** In the event of a dispute over the interpretation of this Agreement or either party's performance of its obligations under this Agreement, the parties will promptly attempt to resolve the dispute through negotiation. The parties will continue to perform their respective obligations about which there is no dispute, if any, to the extent reasonably possible during the pendency of the dispute.
- B. ARBITRATION.** In the event the parties are unable to resolve the dispute within thirty (30) days after written notice from either party of the dispute, either party may submit the dispute to arbitration in Salt Lake City, Utah. The request for arbitration must be submitted (1) within sixty (60) days after the initial written notice of the dispute, and (2) in accordance with the construction rules and expedited procedures of the American Arbitration Association, irrespective of the amount in controversy; provided, that the parties are not required to use the American Arbitration Association as service provider. The decision of the arbitrator shall be final, conclusive and binding on the parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction within Salt Lake or Davis Counties, State of Utah. The parties shall each pay one-half of the costs and expenses of such arbitration, but the arbitrator shall be authorized to award attorney fees and costs to the prevailing party.
- C. NO LIMIT ON WBC RIGHTS.** The foregoing provisions of this Article XI do not limit WBC's right to seek immediate injunctive or declaratory relief in a court of law, and the prevailing party in any such action will be entitled attorney fees and costs.

ARTICLE XII TERMINATION OR SUSPENSION

- A. TERMINATION FOR CAUSE.** WBC or the A/E may terminate this Agreement for cause in the event the other party fails to substantially perform the material covenants herein contained at the time and in the manner herein provided, including the failure to design the project within the Construction Budget. In such event, the party seeking termination shall give the other party fourteen (14) calendar days written notice of intent to terminate for cause. If the other party cures said default, or is diligently pursuing a cure, within said fourteen (14) day period and thereafter diligently completes the cure, there shall be no termination for cause.
- 1. WBC May Proceed; Liabilities.** In the event of such termination for cause by WBC, WBC may proceed with the work in any manner deemed proper by WBC. The cost to WBC or damage to WBC as a result of the A/E's failure to perform shall be deducted from any sum due the A/E under this Agreement, and the balance, if any, shall be paid to the A/E within 30 days after such cost or damage is determined. If the cost or damage to WBC exceeds the sums due the A/E, such costs or damages shall be paid to the WBC by the A/E upon demand.
 - 2. Paid Sums Owning Through Date of Termination.** In the event of such termination for cause by the A/E, WBC shall pay all sums owing the A/E through the date of termination. Under no circumstances shall the A/E be paid for any other sums related to the termination for cause, including but not limited to, lost profits or consequential damages.

- B. TERMINATION FOR CONVENIENCE.** WBC reserves the right to terminate this Agreement for convenience or any reason upon fourteen (14) calendar days written notice to A/E. WBC may also suspend the services of the A/E for a period not to exceed 180 days and pay the A/E all sums owing through the date of suspension. For any period beyond 180 days, the A/E may consider it a termination for convenience. Upon such termination, the A/E shall be entitled to receive and shall be paid all fees and reimbursable expenses incurred, less the amount of such fees and expenses paid by WBC and received by the A/E, through the date of termination.
- C. DEATH OR INCAPACITY.** If the A/E transacts business as a sole proprietorship, the A/E's death or incapacity shall automatically terminate this Agreement as of the date of such event. Under these circumstances, neither the A/E nor the A/E's estate shall have any further right to perform hereunder and WBC shall pay the A/E or the A/E's estate through the date of termination.
- D. DELIVERABLES PROVIDED TO WBC.** Promptly after termination and payment of any sums owing the A/E, the A/E shall deliver all of the Deliverable Instruments of Services, including those in progress, to WBC as hereinbefore described.
- E. RIGHT TO COMPLETE.** Subject to the above termination provisions of this Agreement, WBC shall have the right to complete the work or any portion thereof by itself or others, and to modify and/or use the A/E's work in part or in its entirety as hereinabove described.

ARTICLE XIII GENERAL LEGAL REQUIREMENTS

- A. SEVERABLE AGREEMENT.** This Agreement is severable. Authorization to perform one of the design phases or activities under this Agreement shall not be considered as creating any obligation of WBC to authorize any further phase(s) or activity(ies). Additionally, if any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
- B. INDEPENDENT CONTRACTOR.** A/E is an independent contractor and not an employee of WBC. A/E shall have no authorization, express or implied, to bind WBC to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for WBC, except as specifically set forth in this Agreement.
- C. THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against WBC, the A/E, or its-Subconsultants at any tier.
- D. AGREEMENT BINDING AND ASSIGNMENT LIMITATIONS.** This Agreement shall be binding upon WBC, the A/E, and their respective partners, employees, agents, joint ventures, successors and assigns. Neither the performance of this Agreement, a right or claim, nor any part thereof including any monies to be paid, may be assigned by the A/E or WBC without the prior written consent and approval of the other party. The A/E shall execute all consents reasonably required to facilitate such assignment.
- E. ENTIRE AGREEMENT AND AMENDMENT LIMITATION.** This Agreement represents the entire and integrated agreement between WBC and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both WBC and the A/E.

- F. NOTICES.** Any notice required by this Agreement shall be served upon the recipient's designated representative by hand delivery at the last known business address, or by mail with "delivery confirmation" to the last known address. Notwithstanding any other provision of this Agreement, written notice shall also be deemed to have been duly served by verified use of a FAX system by using the known and operative calling number. Service by use of the FAX system is encouraged when timely notice will benefit WBC, the A/E, or Subconsultant. Notice shall be considered complete and verified upon the sending and confirmation of delivery using the FAX system, if on the same day notice is also sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice, confirming the FAX delivery.
- G. WAIVERS.** No waiver by WBC or the A/E of any default shall constitute a waiver of the same default at a later time or of a different default.
- H. APPLICABLE LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Utah. Venue for any legal proceeding regarding this Agreement shall in Davis County, State of Utah.
- I. AUTHORITY TO EXECUTE.** The A/E and WBC each represent that the execution of this Agreement and the performance thereunder is within their respective duly authorized powers. The persons signing below on behalf of each party represent that they have been duly authorized to do so.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

A/E:

Signature

Date

Title: _____

State of Utah)
 : ss.
County of _____)

Please type/print name clearly

On this _____ day of _____, 2021, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm referred to as the A/E in the foregoing Agreement, and that he (she) signed the Agreement on behalf of the A/E.

Notary Public

My Commission Expires _____

WBC:

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

Attachment "A"

1. **BASIC SERVICES:** Basic Services Fee: \$373,200. Construction Budget: \$6,000,000.

(See attached the A/E's proposal dated 6 August 2021 for schedule of the A/E's and the A/E's subconsultants' fees and further breakdown). **The following services are provided in the basic fees:** architectural, mechanical, electrical, structural, civil, and landscape design as required for the Project. Services shall also include Value Engineering Session participation; meeting minute production and distribution for design and construction period duration; cost estimating; fire/water flow analysis; plan reviews with the Building Official, the Fire Marshal and the Health Department; Construction Procurement Phase services; travel as outlined in Item A below; document reproduction as outlined in Item B below; and Construction Period services as outlined in Item C below.

- A. Travel reimbursement requirements: As outlined in the A/E's attached proposal.
B. Document reproduction requirements (needs for review sets, bidding, construction, etc.): As outlined in the A/E's attached proposal.
 Note: Printing for use by design team in presentations and for coordination is included in the Basic Services Fee.
C. Construction Period site visits: As outlined in the A/E's attached proposal.
D. Record drawings: Five percent (5%), up to \$50,000 of contract amount will be held for record drawings.

The Basic Services Fee is divided into the following percentages for the different phases of Work: schematic design - 15%; design development - 20%; construction documents - 40%; bidding - 5%; and construction closeout/warranty period - 20%.

Exceptions to this list of basic services are:

2. **ADDITIONAL SERVICES / REQUIREMENTS:**

- Complexity of Consultant - Programming Fee:
\$ _____
- Complexity of Scope Fee: \$ _____

3. **TOTAL FEE FOR AGREEMENT** (Total of Items 1 and 2)

- Total Guaranteed Fee \$ _____

4. **MILESTONES / SCHEDULE:** Required project milestones and A/E's project schedule.

- Design complete ready for bidding: _____
- Construction complete and ready for occupancy permit: _____
- Project closeout complete (punch lists, O&M, record drawing, warranties, certificate of occupancy and other requirements): _____

Attachment “B”

The A/E’s Organization Chart is hereby identified and attached.

Attachment “C”

Any additional explanation of the A/E’s response to the WBC’s submittal documents is hereby identified and attached.

MEMORANDUM



TO: Mayor and City Council

DATE: August 13, 2021

FROM: Duane Huffman, City Administrator

RE: **Award of Construction Manager/General Contractor Services for 2021 Public Works Facility Project**

This memo recommends the award of Construction Manager/General Contractor for the 2021 Public Works Facility Project to Gramoll Construction.

Background

Using materials from the State of Utah's Division of Facilities and Construction Management (DFCM), in June, the city issued two separate Requests for Proposals (RFPs) – one for Architect/Engineering Services and Construction Management/General Contractor Services. These RFPs were modeled to select firms on a value-based selection method.

For Construction Manager/General Contractor Services, the firms were evaluated on selection criteria that included: Past Performance, Project Team Experience, Team Member Availability, Project Manager Experience, Superintendent Experience, Project Estimator Experience, Cost Control Plan, Scope Control Plan, Site and Staging Plan, Risk Identification and Mitigation Plan, and Safety Plan. Eight proposing firms were short-listed by the selection committee to 4, and these made presentations/interviews.

The selection committee was made up of three individuals: Kris Nilsen (City Engineer), Ben White (Taylorsville City Engineer and former WBC Engineer), and (Darrell Hunting, Assistant Director - Capital Improvements for DFCM). Selection committee members signed Conflict of Interest & Confidentiality Statements and Non-Disclosure Statements (attached). Because of their association with one of the proposing firms, neither Mayor Romney nor Public Works Director Steve Maughan were involved in evaluating firms at any level. Selection committee members signed Conflict of Interest & Confidentiality Statements and Non-Disclosure Statements (attached).

After evaluation of the proposals, each committee member ranked the firms, and the results are contained in the attached Scoring Matrix. After a review of the matrix, the committee unanimously recommended the selection of Gramoll Construction.

Staff recognizes the potential appearance of a conflict of interest in selecting a firm that employs the mayor of the city as well as a family member of the public works director. I can assure the council that no one affiliated with Gramoll Construction nor anyone that directly reports to Mayor Romney or Steve Maughan was involved in evaluating the firms or making the recommendation. I specifically included an employee of the state's DFCM to help ensure a fair process. It is my firm belief that the selection committee recommended this firm based on the value to the city.

Fee

The fees for CM/GC services were set in advance using standards from the state of Utah. This leveled the playing field for all the proposals, helps ensure that the city is value-based services, and limits the potential for future disputes or conflicts of interest during the construction phase. Based on the fee schedule attached to this memo, the estimated fee is as follows:

Preconstruction Fee	\$25,000
Construction Management Fee and Supervision Cost	\$455,000
Temporary Construction Costs	\$180,000
Total	\$655,500

The fee schedule also includes a percentage based on any self-performed work for the construction of the project.

Award

Staff recommends a motion awarding the Construction Manager/General Contractor for the 2021 Public Works Facility Project to Gramoll Construction contingent on final review and execution of a city attorney-approved agreement.

Value-Based Selection Final Scoring Matrix

West Bountiful City - 2021 Public Works Facility

Monday, August 2, 2021

Firms		A	B	C	D
Selection Criteria	Points Possible				
Past Performance	50	38.3	41.7	40.0	50.0
<i>Project Team Experience</i>	15	11.5	14.0	13.0	12.5
<i>Team Member Availability</i>	10	8.0	7.7	8.3	10.0
<i>Project Manager Experience</i>	10	7.0	10.0	8.3	8.7
<i>Superintendent Experience</i>	30	22.0	29.0	24.0	27.0
<i>Project Estimator Experience</i>	20	15.3	15.3	18.7	18.7
<i>Cost Control Plan</i>	30	23.0	25.0	25.0	29.0
<i>Scope Control Plan</i>	20	14.7	15.3	18.7	19.3
<i>Site and Staging Plan</i>	10	7.7	9.3	8.0	9.0
<i>Risk Identification and Mitigation Plan</i>	15	11.5	11.0	14.5	14.0
<i>Safety Plan</i>	10	9.0	9.0	8.0	8.0
Total	220	168.0	187.3	186.5	206.2

Following the evaluation of each of the firms that submitted on this project, the selection committee has ranked Gramoll Construction as the firm that provides the best value to West Bountiful.

CMGC Set Fees

- A. **Preconstruction Fee.** \$25,000. This not-to-exceed fee consists of all costs for the CM/GC to provide the required services of the Preconstruction Phase except pre- authorized out-of-state travel. No other reimbursable costs above the maximum fee indicated will be allowed or considered. Required work above the fee will be the responsibility of the CM/GC. A similar approach will be taken on any additional projects assigned to CM/GC under this procurement.
- B. **Construction Management Fee and Supervision Cost.** These elements of the CM/GC's costs will be compensated based on a percentage of the FLCC according to the table provided below. This lump sum fee shall consist of and include overhead (e.g. home office); profit for the entire job based on the defined scope of work, represented by the FLCC; home office personnel who will be managing the project during bidding, construction, and closeout, including the warranty period; the CM/GC's on-site management/supervision time (e.g. project manager, superintendent, etc.), including receptionists, accountants, safety officers, expeditors, commissioning agents, etc. This cost does not include general conditions or people performing the actual construction activities.

FLCC Range	Combined CM Fee and Supervision Cost as a % of FLCC
\$0 to \$1,000,000	16%
\$1,000,001 to \$2,500,000	14%
\$2,500,001 to \$5,000,000	10%
\$5,000,001 to \$10,000,000	7.5%

- C. **Contractors Modification Factor.** Provide the insurance modification factor for the prime firm.
- D. **Self-Performed Work Markup.** This is a fixed percentage markup that will be applied to the cost for the CM/GC's actual labor plus burden cost, material costs, and equipment costs for self-performed work. ***A markup equal to or less than 7% will be considered. Proposals with markups above 7% will be deemed non-responsive and not considered.***
- E. **Temporary Construction Costs (General Conditions).** \$180,000.00. This not-to-exceed fee consists of all costs for the CM/GC to reimburse for temporary construction costs (commonly referred to in the industry as "general conditions"). Temporary Construction Costs means such items, to the extent used on the Project: construction trailer, office equipment, computers, phones, temporary toilets, and safety precautions including site items such as cost of debris removal, fencing, security and similar items. In order to qualify as a temporary construction cost, such item must be necessary for the construction of the Project.



MEMORANDUM

TO: Mayor & Council
DATE: August 13, 2021
FROM: Duane Huffman
RE: **Approval of \$6,000,000 Bond for Public Works Facility**

This memo outlines the details of the proposed direct-purchase bond for the construction of the new Public Works Facility.

Background

The city has worked for several years now on planning for the construction of a new public works facility on 1200 N. The master plan completed in 2019 estimated costs at over \$7 million.

In 2021, the city explored cost-saving measures in the design of the facility, specifically the use of a metal-structure and combining functions such as office/shop/wash bay all into one metal building. Costs are now estimated between \$5.5-\$6.5 million. An architectural firm and a construction manager/general contractor have been selected through the procurement process.

After a noticed public hearing, the city council adopted a Parameters Resolution for sales tax revenue bonds. So that the city could act efficiently in the future, this resolution authorized the city administrator (or mayor in his absence) to issue bonds for the public works project, pledging sales tax revenues as the collateral. The parameters set forth were:

- Maximum Principal Amount: \$7,000,000.00 (the city expected the amount to ultimately be lower).
- Maximum Interest Rate: 5% (the city also expected this amount to be much lower)
- Maximum Term: 21 years

The city now has the ability to move forward without any additional council action, but staff believes it prudent for the council to review and approve the final terms.

Current Proposal

As discussed at the August 3rd council meeting, through the help of our financial advisor with Zions Bank, the city has secured financing under the following terms through a direct-purchase arrangement with the Bank of Utah:

- Principal Amount: \$6,000,000

- True Interest: 1.8215106%
- Term: 20 years
- Average Annual Debt Service: \$358,500
- Call Options:
 - Unspent funds at conclusion of the project may be returned under a one-time “strip call.” The debt schedule will then be re-done to lower the annual payments.
 - The bond may be paid in full at any time without penalty.

I have attached a preliminary debt schedule which is not expected to change prior to closing. Closing is currently scheduled for August 26th, and we should have all the final documents for review by August 17th.

If the council wishes to proceed with the bonding as described under the current proposal, staff requests a motion to that effect.

West Bountiful City, Utah

\$6,000,000 Sales Tax Revenue Bonds
Series 2021
(Final Numbers)

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West Bountiful City, Utah

\$6,000,000 Sales Tax Revenue Bonds

Series 2021

(Final Numbers)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/26/2021	-	-	-	-	-
05/01/2022	297,000.00	0.500%	61,633.15	358,633.15	358,633.15
11/01/2022	-	-	44,539.00	44,539.00	-
05/01/2023	269,000.00	0.600%	44,539.00	313,539.00	358,078.00
11/01/2023	-	-	43,732.00	43,732.00	-
05/01/2024	271,000.00	0.700%	43,732.00	314,732.00	358,464.00
11/01/2024	-	-	42,783.50	42,783.50	-
05/01/2025	273,000.00	0.800%	42,783.50	315,783.50	358,567.00
11/01/2025	-	-	41,691.50	41,691.50	-
05/01/2026	275,000.00	0.900%	41,691.50	316,691.50	358,383.00
11/01/2026	-	-	40,454.00	40,454.00	-
05/01/2027	278,000.00	1.000%	40,454.00	318,454.00	358,908.00
11/01/2027	-	-	39,064.00	39,064.00	-
05/01/2028	280,000.00	1.100%	39,064.00	319,064.00	358,128.00
11/01/2028	-	-	37,524.00	37,524.00	-
05/01/2029	284,000.00	1.200%	37,524.00	321,524.00	359,048.00
11/01/2029	-	-	35,820.00	35,820.00	-
05/01/2030	287,000.00	1.300%	35,820.00	322,820.00	358,640.00
11/01/2030	-	-	33,954.50	33,954.50	-
05/01/2031	291,000.00	1.400%	33,954.50	324,954.50	358,909.00
11/01/2031	-	-	31,917.50	31,917.50	-
05/01/2032	295,000.00	1.500%	31,917.50	326,917.50	358,835.00
11/01/2032	-	-	29,705.00	29,705.00	-
05/01/2033	299,000.00	1.600%	29,705.00	328,705.00	358,410.00
11/01/2033	-	-	27,313.00	27,313.00	-
05/01/2034	304,000.00	1.700%	27,313.00	331,313.00	358,626.00
11/01/2034	-	-	24,729.00	24,729.00	-
05/01/2035	309,000.00	1.800%	24,729.00	333,729.00	358,458.00
11/01/2035	-	-	21,948.00	21,948.00	-
05/01/2036	315,000.00	1.900%	21,948.00	336,948.00	358,896.00
11/01/2036	-	-	18,955.50	18,955.50	-
05/01/2037	321,000.00	2.000%	18,955.50	339,955.50	358,911.00
11/01/2037	-	-	15,745.50	15,745.50	-
05/01/2038	327,000.00	2.100%	15,745.50	342,745.50	358,491.00
11/01/2038	-	-	12,312.00	12,312.00	-
05/01/2039	334,000.00	2.250%	12,312.00	346,312.00	358,624.00
11/01/2039	-	-	8,554.50	8,554.50	-
05/01/2040	341,000.00	2.400%	8,554.50	349,554.50	358,109.00
11/01/2040	-	-	4,462.50	4,462.50	-
05/01/2041	350,000.00	2.550%	4,462.50	354,462.50	358,925.00
Total	\$6,000,000.00	-	\$1,172,043.15	\$7,172,043.15	-

Yield Statistics

Bond Year Dollars	\$63,613.33
Average Life	10.602 Years
Average Coupon	1.8424489%
Net Interest Cost (NIC)	1.8424489%
True Interest Cost (TIC)	1.8215106%
Bond Yield for Arbitrage Purposes	1.8215106%
All Inclusive Cost (AIC)	1.8662532%

IRS Form 8038

Net Interest Cost	1.8424489%
Weighted Average Maturity	10.602 Years

2021 STRB | SINGLE PURPOSE | 8/6/2021 | 3:17 PM

West Bountiful City, Utah

\$6,000,000 Sales Tax Revenue Bonds

Series 2021

(Final Numbers)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
05/01/2022	Serial Coupon	0.500%	0.500%	297,000.00	100.000%	297,000.00
05/01/2023	Serial Coupon	0.600%	0.600%	269,000.00	100.000%	269,000.00
05/01/2024	Serial Coupon	0.700%	0.700%	271,000.00	100.000%	271,000.00
05/01/2025	Serial Coupon	0.800%	0.800%	273,000.00	100.000%	273,000.00
05/01/2026	Serial Coupon	0.900%	0.900%	275,000.00	100.000%	275,000.00
05/01/2027	Serial Coupon	1.000%	1.000%	278,000.00	100.000%	278,000.00
05/01/2028	Serial Coupon	1.100%	1.100%	280,000.00	100.000%	280,000.00
05/01/2029	Serial Coupon	1.200%	1.200%	284,000.00	100.000%	284,000.00
05/01/2030	Serial Coupon	1.300%	1.300%	287,000.00	100.000%	287,000.00
05/01/2031	Serial Coupon	1.400%	1.400%	291,000.00	100.000%	291,000.00
05/01/2032	Serial Coupon	1.500%	1.500%	295,000.00	100.000%	295,000.00
05/01/2033	Serial Coupon	1.600%	1.600%	299,000.00	100.000%	299,000.00
05/01/2034	Serial Coupon	1.700%	1.700%	304,000.00	100.000%	304,000.00
05/01/2035	Serial Coupon	1.800%	1.800%	309,000.00	100.000%	309,000.00
05/01/2036	Serial Coupon	1.900%	1.900%	315,000.00	100.000%	315,000.00
05/01/2037	Serial Coupon	2.000%	2.000%	321,000.00	100.000%	321,000.00
05/01/2038	Serial Coupon	2.100%	2.100%	327,000.00	100.000%	327,000.00
05/01/2039	Serial Coupon	2.250%	2.250%	334,000.00	100.000%	334,000.00
05/01/2040	Serial Coupon	2.400%	2.400%	341,000.00	100.000%	341,000.00
05/01/2041	Serial Coupon	2.550%	2.550%	350,000.00	100.000%	350,000.00
Total	-	-	-	\$6,000,000.00	-	\$6,000,000.00

Bid Information

Par Amount of Bonds	\$6,000,000.00
Gross Production	\$6,000,000.00
Bid (100.000000%)	6,000,000.00
Total Purchase Price	\$6,000,000.00
Bond Year Dollars	\$63,613.33
Average Life	10.602 Years
Average Coupon	1.8424489%
Net Interest Cost (NIC)	1.8424489%
True Interest Cost (TIC)	1.8215106%

West Bountiful City, Utah

\$6,000,000 Sales Tax Revenue Bonds
Series 2021
(Final Numbers)

Sources & Uses

Dated 08/26/2021 | Delivered 08/26/2021

Sources Of Funds	
Par Amount of Bonds	\$6,000,000.00
Total Sources	\$6,000,000.00
Uses Of Funds	
Deposit to Project Construction Fund	5,974,700.00
Costs of Issuance	25,300.00
Total Uses	\$6,000,000.00

WEST BOUNTIFUL CITY

RESOLUTION #501-21

A RESOLUTION AUTHORIZING ALLOCATION OF \$21,000 OF ARPA FUNDING TO SOUTH DAVIS SEWER DISTRICT

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the City has received federal funds which have been distributed through the State of Utah under Section 603 of the Social Security Act as identified by Section 9901 American Rescue Plan Act of 2021 (the “ARPA”) to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, ARPA sets forth the use of the funds to include making “necessary investments in water, sewer, or broadband infrastructure.”; and

WHEREAS, the City wishes to provide the South Davis Sewer District a portion of ARPA Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction through the proposed North Plant Nutrient Removal Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to execute an interlocal agreement subject to final review by the City Attorney to allocate \$21,000 of ARPA funds to the South Davis Sewer District.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 17th day of August 2021.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember Preece	___	___
Councilmember Wood	___	___

ATTEST:

Cathy Brightwell, Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: August 13, 2021

FROM: Duane Huffman

RE: **Expenditure Approval**

The city's procurement code requires that certain expenditures of \$10,000 or more first be approved by the city council. Approval is requested for the following:

1. Parks Mower – \$13,309.53

The FY 22 budget included \$13,500 for a new parks mower. Staff recommends the purchase of a John Deere mower and equipment as listed in the attached quote.

2. Police Vehicles and Equipment - \$159,500

The FY 22 budget included \$165,600 for three new police vehicles (two replacements and an addition to the fleet for the new position). Staff recommends the following purchases for a total of \$159,443. Two current vehicles will be sold with a budgeted offset of \$49,000.

Vehicle	Vehicle Cost	Equipment Cost
2021 Explorer XLT (replacement)	\$39,007	\$8,400
2021 F150 Lariat (replacement)	\$46,333	\$11,500
2021 Explorer Interceptor (addition)	\$33,403	\$20,800

3. Golf Course Pump Upgrades - \$23,778.21

With the secondary water being shut off on September 20th, it will be necessary to use the pond just west of 1100 W (north of the #12 green) to irrigate. The pond is fed by artesian wells¹ on the golf course as well as storm water run-off, and for many years it has had a small pump for similar circumstances. Staff recommends the addition of a new pump/motor and additional controls as included in the attached quotes. If adequate water can be kept in the ponds, this new system should be sufficient to protect the course. In light of the water situation, staff is currently reevaluating previously budgeted course improvements, and will likely hold off on doing anything significant on Hole #16 (budgeted at \$60,000).

¹ There is also an artesian well on the golf course that feeds an irrigation ditch used by the McKean family – this well does not feed the course ponds.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
14750 South Pony Express Rd
Bluffdale, UT 84065
801-966-4231
xx9969@stotzeq.com

Quote Summary

Prepared For:

WEST BOUNTIFUL CITY
550 N 800 W
WEST BOUNTIFUL, UT 84087
Business: 801-292-4486

Delivering Dealer:

Stotz Equipment
Phillip Miller
14750 South Pony Express Rd
Bluffdale, UT 84065
Phone: 801-966-4231
Mobile: 801-850-2166
phillmiller@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 23657805
Created On: 11 February 2021
Last Modified On: 03 August 2021
Expiration Date: 31 March 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z950M ZTrak 27 HP	\$ 10,103.14 X	1 =	\$ 10,103.14
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)			
Price Effective Date: February 10, 2021			
JOHN DEERE MCS 3-bag, 12 Bushel Material Collection System	\$ 3,206.39 X	1 =	\$ 3,206.39
Contract: UT Grounds Maintenance Equip MA2184 (PG 3A CG 22)			
Price Effective Date: February 10, 2021			
Equipment Total			\$ 13,309.53

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 13,309.53
Trade In	
SubTotal	\$ 13,309.53
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 13,309.53
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,309.53

Salesperson : X _____

Accepted By : X _____

Flowtech P.C.S. LLC
Box 839
Heber City, UT 84032 US
bcox@flowtechpcs.com



Estimate

ADDRESS

Josh Virostko
West Bountiful City

ESTIMATE # 1062

DATE 08/11/2021

ACTIVITY	QTY	RATE	AMOUNT
Control Panel: VFD, ABB-ACQ 50 HP, 230 V VFD, ABB-ACQ 50 HP, 230 V	1	5,280.97	5,280.97
Motors: Motor, Baldor 50 HP, 230 V/ 460 V Motor, Baldor 50 HP, 230 V/ 460 V	1	3,886.63	3,886.63
Pumps: Pump, Berkley 50 HP Pump, Berkley B3ZPLS, 50 HP	1	3,012.68	3,012.68
Valves and accesories: Check Valve, 6" Flo-Matic Check Valve, 6" Flo-Matic	1	410.00	410.00
Misc fittings and valves	1	300.00	300.00
Data Industrial 220 br Flow meter	1	554.32	554.32
Pressure Transducer EFI, 0-200 psi	1	252.39	252.39
Labor, Travel Labor & Travel	1	2,400.00	2,400.00
Mechanical: Welder Travel and on site time	1	1,200.00	1,200.00
Pump parts: Foot Valve, Sure Flo, 6", vertical flanged Foot Valve, Sure Flo, 6", vertical flanged	1	908.72	908.72

Price is approximately the cost to remove old station and install new parts on site.
We may have to run new wire from the meter base to the pump panel.

SUBTOTAL	18,205.71
SHIPPING	200.00
TOTAL	\$18,405.71

Accepted By

Accepted Date

Flowtech P.C.S. LLC
Box 839
Heber City, UT 84032 US
bcox@flowtechpcs.com



Estimate

ADDRESS

Josh Virostko
West Bountiful City

ESTIMATE # 1061

DATE 08/11/2021

ACTIVITY	QTY	RATE	AMOUNT
Control Panel:VFD, ABB-ACQ 25 HP, 230 V VFD, ABB-ACQ 25 HP, 230 V	1	2,960.78	2,960.78
Labor, Travel Labor & Travel	1	1,200.00	1,200.00
Pressure Transducer EFI, 0-200 psi	1	253.00	253.00
Pump parts:Foot Valve, Sure Flo, 6", vertical flanged Foot Valve, Sure Flo, 6", vertical flanged	1	908.72	908.72

Cost to automate existing 25 HP pump.

SUBTOTAL	5,322.50
SHIPPING	50.00
TOTAL	\$5,372.50

Accepted By

Accepted Date

WEST BOUNTIFUL CITY

ORDINANCE #446-21

**AN ORDINANCE CREATING WBMC 17.50 CLEAR VIEW AREA/FENCE
REQUIREMENTS AND DELETING RELATED SECTIONS 17.14.100,
17.16.100, 17.20.100, 17.24.100**

WHEREAS, Utah Code Annotated §10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Zoning Ordinances; and

WHEREAS, the West Bountiful Planning Commission identified issues related to front yard fencing and clear view areas needing clarification; and

WHEREAS, following a properly noticed public hearing on August 10, 2021, the Planning Commission recommended open fencing be permitted in front yards, clear view areas be extended to driveways as well as street intersections, and these regulations be moved to a separate section of the Zoning Code.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL THAT WBMC 17.50 IS CREATED AND SECTIONS 17.14.100, 17.16.100, 17.20.100, and 17.24.100 BE DELETED AS SHOWN IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 17th day of August 2021.

By:

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

Attest:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor & City Council

DATE: August 13, 2021

FROM: Cathy Brightwell, Kris Nilsen, Steve Doxey

RE: Review Fence Regulations

BACKGROUND

In 2015 and 2017 the city modified its fencing regulations by adding definitions, simplifying language, and making clarifications. The planning commission has been reviewing further changes based on observations of non-compliant front yard fencing in the city. (See attached photos)

In researching this issue, the commission also found that the current clear view area description needed clarification and expansion to include driveways as well as street intersections.

ISSUES

1. Fencing regulations are in place primarily for safety reasons. Vehicular traffic and pedestrians must be able to see clearly around corners as they pass through intersections and back out of driveways without having visibility blocked by fences or vegetation.
2. Should "open fencing" be allowed in front yards? Our existing regulations limit front yard fencing to 4 feet in height within any front yard setback and 2 feet in height within 3 feet of any street right of way or sidewalk. It does not provide an exception for open fencing. Staff has identified many properties in the city with non-compliant front yard fencing, some of which may qualify as open fencing. After researching other cities regulations, we found that the majority allow some form of open fencing, (defined as 75% open - such chain link, rail, and some rod iron) in front yards.
3. Fence and Clear view regulations are currently located as a sub-section within each zoning district. It is preferable to move them into a separate stand-alone section that applies across all zoning districts. This makes the regulations easier to find and easier to maintain as updates will be made in only one section.

RECOMMENDATION:

The planning commission recommends the attached draft proposal* which is summarized below:

A. Clear View Area –

- **Intersections** – clarifies the clear view area for street intersections as a triangle with a 40-ft side along each intersecting street. This triangle is measured from the intersection of the back of the curb lines or asphalt lines, if no curb.
 - Solid fences, walls, vegetation, etc. - up to 2 ft in height;
 - Open fencing – up to 4 ft in height;
 - Trees must be pruned clear of branches up to 14 ft and be 10 ft apart;
 - No vehicle parking (primarily applies to commercial locations).
- **Driveways** – (NEW) defines the intersection of a driveway and a street as a triangle on each side of the driveway with 2 -10 ft sides beginning at the intersection of the driveway edge and back of curb line, or edge of asphalt if no curb line, toward the interior of the lot.
 - Solid fences, walls, vegetation, etc. - up to 2 ft in height;
 - Open fencing – up to 4 ft in height;
 - Trees must be pruned clear of branches up to 14 ft and be 10 ft apart.

B. Front Yard fences – (subject to clear view area regulations)

- Open fencing is allowed up to 6 ft in height.
- Solid fences, walls, and hedges – up to 4 ft in height if more than 3 ft from street right of way or sidewalk, and up to 6 ft if beyond the front 30 ft. setback.

C. Rear and Side Yard fences – up to 6 ft.

D. Street Side Yard fences – (subject to clear view area regulations) up to 6 ft.

E. Exceptions – (NEW) open fencing enclosing a recreational facility (public or private) such as tennis court, swimming pool, ball diamond, may be up to 14 ft if at least 5 ft from property line and not within the clear view area or minimum front yard setback area.

** The draft adopted at last week's planning commission meeting mistakenly included street side yards in the same category as front yards. This was not intended, as confirmed by Chairman Malan, and has been corrected in the attached draft.*



EXAMPLE OF CURRENT CODE

975 W/400 N

EXAMPLE OF OPEN FENCING

560 W Pages Ln



EXAMPLES OF OPEN FENCING

2



592 W 1810 N



700 N 1100 W

EXAMPLES OF FENCES

1



567 W Pages Ln



1100 West

17.50 Clear View Area and Fence Requirements**17.50.010 Purpose**

The following standards will govern the height and location of fences, walls, plant growth, or other obstructions to provide adequate open vision of vehicular and pedestrian traffic.

17.50.020 Clear View Area

A clear view area shall be maintained at the intersection of every street, whether public or private, and at the intersection of every driveway with a public or private street. The clear view provisions are considered life safety standards and shall supersede any conflicting provisions of this title.

No provision of this section shall be construed to allow the continuance of any nonconforming tree, shrub, plant or plant growth, fence, wall, or other screening material, or other obstruction which interferes with the safety of pedestrians or vehicle traffic.

- A. The clear view area for a **street intersection** is a triangle with a forty-foot side along each intersecting street, beginning at the point of intersection of the back of curb lines or, if there is no curb, the edge of asphalt lines, and encompassing a portion of the street right-of-way and the adjoining lot. Within the clear view area, the following shall apply:
1. Solid fences, walls, sight obscuring vegetation or other sight obscuring devices shall not exceed two (2) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 2. Chain link fences or fences which are seventy five percent (75%) or more open shall not exceed four (4) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 3. Trees in excess of these heights may be located or maintained, provided they are pruned clear of all branches between the ground and a height of fourteen (14) feet and are planted at least ten (10) feet apart. Tree canopies or other growth shall not block signs or signals.
 4. No sign shall be allowed unless it is specifically permitted by this title, and the City Engineer determines that it is not a safety hazard.
 5. No obstruction of any sort shall be allowed which interferes with the safety of pedestrians or traffic unless it is specifically permitted by this title, and the City

Engineer determines that it is not a safety hazard.

6. No vehicle parking is allowed.
- B. The clear view area for the **intersection of a driveway and a street** is a triangle on each side of the driveway, each with two ten-foot sides, beginning at the point of intersection of the driveway edge and the back of curb line or, if there is no curb, the edge of asphalt line, with one side extending along the back of curb or edge of asphalt line away from the driveway, and the other side extending along the edge of the driveway from the front or street side lot line toward the interior of the lot. The City Engineer may reduce the required length of the side along the back of curb or edge of asphalt line to six (6) feet or more where existing conditions will not permit a length of ten (10) feet. Within the clear view area, the following shall apply:
 1. Solid fences, walls, sight obscuring vegetation and/or other sight obscuring devices shall not exceed two (2) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 2. Chain link fences or fences which are seventy five percent (75%) or more open shall not exceed four (4) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 3. Trees in excess of these heights may be located or maintained, provided they are pruned clear of all branches between the ground and a height of fourteen (14) feet and are planted at least ten (10) feet apart. Tree canopies or other growth shall not block signs or signals.

17.50.030 Front Yard Fences

Subject to the clear view area regulations in this chapter, fences installed in a front yard shall comply with the following requirements:

- A. A fence that is seventy five percent (75%) or more open is allowed up to six (6) feet in height.
- B. A fence, wall, or hedge that is not seventy five percent (75%) or more open is allowed up to four (4) feet in height if located more than three (3) feet from any street right of way or sidewalk, whichever is closer to the primary building on the lot; and up to six (6) feet in height if not located within the minimum front yard setback.

17.50.040 Rear, Side Yard, and Street Side Yard Fences

- A. Rear yard. Fences and walls shall not exceed six (6) feet in height within any rear yard.

- B. Side yard. Fences and walls shall not exceed six (6) feet in height within any side yard.
- C. Street side yard. Subject to the clear view area regulations in this chapter, fences and walls shall not exceed six (6) feet in height within any street side yard.

17.50.050 Additional Height/Exceptions

- A. The planning commission may approve the erection of a fence to a height greater than six (6) feet within any required rear yard or side yard upon a showing that the increased height is reasonably necessary to protect the property from an adjacent incompatible land use.
- B. When a fence, wall, or hedge is located along a property line separating two lots and there is a difference in the grade of the properties on the two sides of the property line, the fence, wall or hedge may be erected or allowed to the maximum height permitted as measured from the higher grade.
- C. A fence enclosing a recreational facility (whether private or public), such as a tennis court, swimming pool, or ball diamond, may be allowed up to fourteen (14) feet in height, as long as it is "open style" and not site obscuring, is located at least five (5) feet away from the property line, and is not within the clear view area or minimum front yard setback area.

17.50.060 Building Permit Required

Construction of fences and retaining walls must meet applicable requirements of Title 15 of this Code. A building permit must be secured for construction of all fences over six feet high and retaining walls over four feet high.

Delete related sections: 17.14.100, 17.16.100, 17.20.100, 17.24.100

17.50 Clear View Area and Fence Requirements**17.50.010 Purpose**

The following standards will govern the height and location of fences, walls, plant growth, or other obstructions to provide adequate open vision of vehicular and pedestrian traffic.

17.50.020 Clear View Area

A clear view area shall be maintained at the intersection of every street, whether public or private, and at the intersection of every driveway with a public or private street. The clear view provisions are considered life safety standards and shall supersede any conflicting provisions of this title.

No provision of this section shall be construed to allow the continuance of any nonconforming tree, shrub, plant or plant growth, fence, wall, or other screening material, or other obstruction which interferes with the safety of pedestrians or vehicle traffic.

- A. The clear view area for a **street intersection** is a triangle with a forty-foot side along each intersecting street, beginning at the point of intersection of the back of curb lines or, if there is no curb, the edge of asphalt lines, and encompassing a portion of the street right-of-way and the adjoining lot. Within the clear view area, the following shall apply:
1. Solid fences, walls, sight obscuring vegetation or other sight obscuring devices shall not exceed two (2) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 2. Chain link fences or fences which are seventy five percent (75%) or more open shall not exceed four (4) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
 3. Trees in excess of these heights may be located or maintained, provided they are pruned clear of all branches between the ground and a height of fourteen (14) feet and are planted at least ten (10) feet apart. Tree canopies or other growth shall not block signs or signals.
 4. No sign shall be allowed unless it is specifically permitted by this title, and the City Engineer determines that it is not a safety hazard.
 5. No obstruction of any sort shall be allowed which interferes with the safety of pedestrians or traffic unless it is specifically permitted by this title, and the City Engineer determines that it is not a safety hazard.
 6. No vehicle parking is allowed.
- B. The clear view area for the **intersection of a driveway and a street** is a triangle on each side of the driveway, each with two ten-foot sides, beginning at the point of intersection of the driveway edge and the back of curb line or, if there is no curb, the edge of asphalt line, with one side extending along the back of curb or edge of asphalt line away from the

driveway, and the other side extending along the edge of the driveway from the front or street side lot line toward the interior of the lot. The City Engineer may reduce the required length of the side along the back of curb or edge of asphalt line to six (6) feet or more where existing conditions will not permit a length of ten (10) feet. Within the clear view area, the following shall apply:

1. Solid fences, walls, sight obscuring vegetation and/or other sight obscuring devices shall not exceed two (2) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
2. Chain link fences or fences which are seventy five percent (75%) or more open shall not exceed four (4) feet in height above the back of curb lines or, if there is no curb, the edge of asphalt lines.
3. Trees in excess of these heights may be located or maintained, provided they are pruned clear of all branches between the ground and a height of fourteen (14) feet and are planted at least ten (10) feet apart. Tree canopies or other growth shall not block signs or signals.

17.50.030 Front ~~and Street Side~~ Yard Fences

Subject to the clear view area regulations in this chapter, fences installed in a front yard ~~or street side yard~~ shall comply with the following requirements:

- A. A fence that is seventy five percent (75%) or more open is allowed up to six (6) feet in height.
- B. A fence, wall, or hedge that is not seventy five percent (75%) or more open is allowed up to four (4) feet in height if located more than three (3) feet from any street right of way or sidewalk, whichever is closer to the primary building on the lot; and up to six (6) feet in height if not located within the minimum front yard setback.-

17.50.040 Rear, ~~Side Yard~~, and ~~Street Side~~ Yard Fences

- A. Rear yard. Fences, walls, and hedges shall not exceed six (6) feet in height within any rear yard.
- B. Side yard. Fences and walls shall not exceed six (6) feet in height within any side yard-.
- C. Street side yard. Subject to the clear view area regulations in this chapter, fences and walls shall not exceed six (6) feet in height within any street side yard.

17.50.050 Additional Height/Exceptions

- A. The planning commission may approve the erection of a fence to a height greater than six (6) feet within any required rear yard or side yard upon a showing that the increased

height is reasonably necessary to protect the property from an adjacent incompatible land use.

- B When a fence, wall, or hedge is located along a property line separating two lots and there is a difference in the grade of the properties on the two sides of the property line, the fence, wall or hedge may be erected or allowed to the maximum height permitted as measured from the higher grade.
- C. A fence enclosing a recreational facility (whether private or public), such as a tennis court, swimming pool, or ball diamond, may be allowed up to fourteen (14) feet in height, as long as it is “open style” and not site obscuring, is located at least five (5) feet away from the property line, and is not within the clear view area or minimum front yard setback area.

17.50.060 Building Permit Required

Construction of fences and retaining walls must meet applicable requirements of Title 15 of this Code. A building permit must be secured for construction of all fences over six feet high and retaining walls over four feet high.

Delete related sections: 17.14.100, 17.16.100, 17.20.100, 17.24.100:

- ~~1. Fences and walls may not exceed six feet in height within any required rear yard or interior side yard. Notwithstanding the foregoing, the planning commission may approve the erection of a fence to a height greater than six feet within any required rear yard or interior side yard upon a showing that the increased height is reasonably necessary to protect the property from an adjacent incompatible land use.~~
- ~~2. Notwithstanding any other provision of this Title, no fence, wall, or hedge may exceed four (4) feet in height within any front yard setback. Within any front yard setback, no fence, wall or hedge may exceed two (2) feet in height within three (3) feet of any street right of way or sidewalk (whichever is closer to the primary building on the lot).~~
- ~~3. When a fence, wall or hedge is located along a property line separating two lots and there is a difference in the grade of the properties on the two sides of the property line, the fence, wall or hedge may be erected or allowed to the maximum height permitted as measured from the higher grade.~~
- ~~1.4. Clear view of intersecting streets. In all districts which require a front yard no obstruction to view in excess of two feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points (40) feet from the intersection of the street lines, except pedestal type identification signs and pumps at a gasoline service station, and a reasonable number of trees pruned so as to permit unobstructed vision to traffic.~~

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, August 3, 2021, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, and Mark Preece Rod Wood.

EXCUSED: Council Member Rod Wood

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Chief Brandon Erikson, Steve Maughan, (Public Works), Kris Nilsen (City Engineer), Cathy Brightwell (City Recorder)

PUBLIC: Alan Malan, Richmond Thornley, Michelle Curtis, Corey Sweat, Matt Myers, Daisha Elvin, Mercedes Thompson, Rachel Thompson, Lance Thompson, Brent Child, Adam, Cami, and Ari Womble, Karla Womble, Nury Fiedler

Mayor Romney called the regular meeting to order at 7:30 pm. Mark Preece provided an invocation, and the Pledge of Allegiance was led by James Ahlstrom.

1. Approve the Agenda.

MOTION: *James Bruhn made a motion to approve the agenda. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

2. Oath of Office for New Police Officers

Mayor Romney congratulated officers Parker Bjorndal, Kris Fiedler, Jeron Thompson, and Adam Womble for joining the West Bountiful police department. He thanked them for choosing an admirable profession and told them the city appreciates their work.

Cathy Brightwell, city recorder, conducted the oath of office for these officers.

3. Public Comment.

No comment.

4. Presentation by South Davis Sewer District on ARPA North Plant Nutrient Removal Project.

Mayor Romney welcomed Matt Myers, representing the South Davis Sewer District (SDSD). Mr. Myers explained the American Rescue Plan Act (ARPA) and that distributions were given to cities and counties, but not districts. He said the SDSD wants to partner with its five cities and Davis County to help with the expansion of the North Plant Nutrient Removal project.

The current wastewater treatment processes do not adequately address removal of nutrients, specifically nitrogen and phosphorus, from the liquid waste stream in accordance with the State regulations. In order to meet changing water quality standards related to nutrients to protect and improve Utah's limited water resources, a new process is required.

In addition to removing nutrients from the liquid waste stream and providing a plant-based byproduct (algae) that can be sold to offset operational costs, the ultrafiltration step of ABNR removes suspended solids and pathogens, resulting in a high-quality water that could be used for secondary irrigation to supplement limited water supplies.

The schedule is to finalize design and begin construction by Spring 2022 with a target commission date of 4th quarter 2023. Once complete, 15,700 lbs/day of carbon will be recycled, and 7000 dry lbs/day of algae biomass will be produced. An additional benefit is that the algae produced and sold can be used to replace traditional plastics, foams, etc., that are leading sources of pollution world-wide.

After five years of planning and engineering, the total estimated cost to construct and install ABNR is \$47,276,500. The District is seeking ARPA funds totaling \$1M from local government agencies, including \$21,000 from West Bountiful, and will apply for additional funding through the local matching grant program. With an ARPA application deadline of August 31, 2021, the District is looking to receive commitments from cities by August 18.

There was some discussion about the project and the funding proposal. Duane Huffman said he will bring back a proposal for the council's consideration at the next meeting.

5. Update and Discussion on New Public Works Facility Financing and Procurement.

Duane Huffman reviewed the process and recommendations for the 2021 Public Works Facility project which included the procurement for architect/engineering services and construction management/general contractor services, and current financing options.

He explained that to be as efficient as possible on the complete design and construction of the new facility, the city moved forward with procurement of a construction method commonly referred to as CM/GC which is very valuable in having a contractor help with the design and management of the project from the very early stages.

Two separate RFPs were issued in June using materials from the State's Division of Facilities and Construction Management (DFCM). One for architect/engineering services and one for construction management/general contractor services. These RFPs were modeled to select firms on a value-based selection method.

Five firms submitted proposals for the architect/engineering services. The selection committee was made up of Kris Nilsen (city engineer), Ben White (Taylorsville city engineer and former WBC city engineer), and Steve Maughan (WBC public works director). Darrell Hunting, Asst. Director – Capital Improvements for DFCM assisted by participating in the interviews and scoring session.

93 After evaluation of the proposals, each committee member ranked the firms which resulted in a
94 unanimous recommendation to select CRSA. Under the value-based method, the city is now
95 negotiating a fee for the services which will be in line with fees paid for similar services by the state.
96 An agreement will be ready for the next council meeting.

97
98 For the construction management/general contractor services, the selection committee was made up
99 of Kris Nilsen, Ben White, and Darrel Hunting. Selection committee members signed conflict of
100 interest & confidentiality statements and non-disclosure statements. Because of their association
101 with one of the proposing firms, neither Mayor Romney nor Public Works Director Steve Maughan
102 were involved in evaluating firms at any level.

103
104 The fees for CM/GC services were set in advance using standards from the state of Utah. This
105 leveled the playing field for all the proposals, helped ensure that the city is getting value-based
106 services, and limits the potential for future disputes or conflicts of interest during the construction
107 phase.

108
109 The proposals were evaluated, and each committee member ranked the firms. After review of the
110 ranking matrix, the committee unanimously recommended the selection of Gramoll Construction.

111
112 Duane Huffman stated that staff recognizes the potential appearance of conflict of interest in
113 selecting a firm that employs the mayor of the city as well as a family member of the public works
114 director. He assured the council that no one affiliated with Gramoll Construction nor anyone that
115 directly reports to Mayor Romney or Steve Maughan was involved in evaluating the firms or making
116 the recommendation. The inclusion of an employee of the state's DCFM in the selection committee
117 helped to ensure a fair process. He added that he believes the selection committee recommended this
118 firm based on the best value to the city.

119
120 There was discussion about the process and the results. The process used is different than what the
121 city is used to, i.e., selecting a company based on the lowest cost and never being sure about quality.
122 The new process came about after the state was involved in a lot of suits filed years ago using the
123 low bid system, so they started using the value-based method which provides checks and balances by
124 having the architect and general contractor working together. This has been more successful and
125 lowers the risk.

126
127 Duane Huffman reviewed financing options for the Project. The current estimate is \$6 million. The
128 winning CM/GC thinks we might be able to do it for \$5.5 million but the market for materials and
129 labor is crazy right now so it is very hard to predict how things will go. Being cautious, Mr. Huffman
130 recommended we plan for \$6 to \$6.5 million to move forward and noted that the city currently has
131 \$2.5 million in the capital fund for this project. He said the city is also looking at what might qualify
132 for ARPA and state grant money and will explore other options.

133
134 The Bank of Utah has come forward with a very attractive offer. They are willing to direct purchase
135 bonds from the city at interest rates around 1.82% to 1.84% (these rates change daily but if we move
136 forward in the next couple of weeks, they should be very close). Two additional advantages to this
137 transaction are: 1) We can return any funds we end up not using on the project, and 2) We can pay
138 off the bonds in full at any time without penalty.

Duane provided examples of our debt service for 20-year bonds at \$4 million (\$239,000/year) and \$6 million (\$358,000/year). He said he is fairly confident in the General Fund's ability to make the \$239,000/year on-going payment, but the \$358,000 is more concerning considering current inflationary pressures and future city needs, and the city council needs to know that the city may eventually need to either raise taxes or use other funds, e.g., the water fund, to help with a payment of this size.

There was discussion about the proposals. Council members commented that there does not seem to be a downside to going with the higher amount since we can return any leftover money. It is better to take the higher amount now than to try to go back for more later if it is needed.

Mark Anderson, the city's financial advisor with Zions Bank, clarified that extra payments short of paying in full will be applied to the next payment, not at the end when the rates are lower. He said rates can be locked in whenever he gets the word and followed by a 30 day closing because a parameters resolution has already been adopted authorizing certain people to make decisions. He was given direction to lock in rates when comfortable.

Duane Huffman said that a final package will be presented for decision once the rates are locked.

6. Ordinance 445-21, An Ordinance Amending WBMC 17.82 Accessory Dwelling Units and Related Sections 17.14, 17.16, 17.20, 17.24.

Cathy Brightwell presented proposed updates to the city's Accessory Dwelling Units (ADUs) regulations as recommended by the planning commission. West Bountiful has allowed attached and internal ADUs since 2011 as a conditional use in residential zones. The 2021 legislature made changes that impact ADU regulations so the city worked with our planning consultants to help the planning commission consider appropriate changes to comply with state law and other issues that may benefit residents of the city. The council had directed the planning commission not to include detached ADUs at this time.

After several months of work and a public hearing, the planning commission's proposed draft includes the following issues: 1) Application for ADU will be required and processed as a permitted use. 2) Impact fees will continue to be waived on internal and attached ADUs. 3) Exceptions for determining owner occupied status include business, medical, military service, or religious reasons for a continuous period not exceeding 3 years. At no time shall both the ADU and primary dwelling be rented as separate units; and 4) Each ADU owner will be subject to an ADU agreement recorded with the County Recorder.

Issues considered and excluded from the proposed draft include 1) regulations for short-term rentals. The city does not currently have enough information to address the issue. 2) The new state law allows cities to require the property owner of an ADU to obtain a business license. West Bountiful does not currently require such licenses for any rental property and neither planning commission nor staff were interested in implementing the requirement at this time.

MOTION: *James Ahlstrom made a Motion to Approve Ordinance 445-21 Including Proposed Amendments to WBMC 17.82, 17.14, 17.16, 17.20, 17.82. James Bruhn seconded the Motion which PASSED as reflected below.*

James Ahlstrom – aye	James Bruhn – aye
Kelly Enquist – aye	Mark Preece – aye

7. Minutes from July 20, 2021, City Council Meeting.

MOTION: *James Ahlstrom made a Motion to approve the meeting minutes from July 20, 2021, with changes to line 44. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

8. Staff Reports

Police – Brandon Erekson

- We are close to receiving our vehicles. An electrical issue is still being worked on one of our existing vehicles. Equipment is being installed in the other truck and one Explorer. Old vehicles were taken to the auto auction to be sold in September.
- Attended a conference with Governor Cox. He talked about the challenges with hiring and retention. There is a wage bidding war in Salt Lake County.
- Will post job announcements for the open Sergeant position and will try for outside experience.

Public Works – Steve Maughan

- 400 North well update – the water line portion has been finished, and the road under the overpass will paved now that well progress looks good.
- Seal coat and road maintenance will continue over the next two weeks causing some challenges with road closures on 800 West and 1000 North. Once complete, street sweeping and striping will be done.
- Working on storm drain cleaning and culverts. The storm drain worked extremely well with the large amount of water we had in the recent nearly 2 inch rainstorm.
- Now that July holidays are over, will take down the banners on 800 West and Pages Lane.

Engineering – Kris Nilsen

- Working with Steve on well construction and completion.
- Working on golf course irrigation and estimate for a new trail at the end of hole #2.

Community Development – Cathy Brightwell

- The focus for the Beautiful Yard Contest, sponsored by Lowe's, is changing to more water-wise landscapes in light of the current drought and water restrictions.
- Weber Basin has provided a template to help us update our landscape ordinance to be more water-wise. Once it's completed, West Bountiful can be added to their "Flip your Strip" program.
- WholesomeCo will celebrate their 1-year anniversary on August 12 with food trucks and educational booths. Everyone is invited. A tour of their facilities will be scheduled for later in the month.

Administrative Report – Duane Huffman

- Legacy Baseball is looking for someone to take over their program and has approached the South Davis Recreation District. We want our fields to be used so we will participate in discussions.
- The city has authority to review and approve new tenants in The Commons to help ensure a quality development. Several new businesses have come in for permits without any previous notice from Thackeray. We are looking at ways to handle this better. Ding's Tea Shop and Ichiro's Ramen house have been approved. Kumon is moving to the 400 North building, by Arella's, to make room for the Ramen house.
- The School District contacted us about implementing parking restrictions for pickleball once school starts. We will educate people on where to park during school. Kelly Enquist asked about posting court etiquette rules to avoid conflicts when the courts are full.
- A candidate orientation meeting was held tonight. The League of Women Voters has offered to host an event in October.
- We have an engineer working on a wetland study for our Birnam Woods property.
- Looking ahead to next Spring's projects, there is some concern about managing the public works facility project and 600 West road construction at the same time. For public works, we hope to have footings and foundation work done over the winter. The metal building may take six months to arrive once it is ordered.

9. Mayor / Council Reports

Kelly Enquist – Commented that he observed UDOT street sweepers on Parrish Lane in Centerville and wondered if we could arrange similar street sweeping on 500 South.

James Bruhn – The weeds in and at the rear of the Atwater Subdivision on 800 West are very bad. The fences do not cover the entire yards so there are a lot of weeds visible that need to be cut. Duane said the city has talked to the owners about them.

He asked for an update on the east DSB trail connection (Onion Parkway trail). Duane said updated cost projections have been prepared for the County.

The Arts Council appreciation dinner will be held this Thursday at city hall.

James Ahlstrom – Youth Council will hold its first meeting of the 2021-2022 term next week. There is a scheduling conflict with the advisors on Thursdays so a possible change will be discussed at the meeting. The council is preparing to help with Coats for Kids and Meet the Candidates Night.

Pickleball update – he asked for an update on the shade structures and reported that the lights did not shut off at 10 pm when he was there with his family. Steve said the shade structures should be here the middle of the month and he will check/reset the timers on the lights. He also suggested the city check out Farmington's court rotation system which manages court use. We may want to implement a system before it gets busier with cooler weather coming.

Mark Preece – Discussed some improvements needed at the golf course including smoothing out transitions on some cart paths.

Mayor Romney – Regarding the public works facility, he confirmed that he has not been involved in the selection of a general contractor.

10. Closed Session Pursuant to UCA § 52-4-205.

No closed session was necessary

11. Adjourn.

MOTION: *James Bruhn made a Motion to adjourn the meeting. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, August 17, 2021.

Cathy Brightwell, City Recorder