



📞 435-874-2323

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## NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN TO THE HILDALE CITY COUNCIL AND THE PUBLIC, THAT THE HILDALE CITY COUNCIL WILL HOLD A PUBLIC MEETING WORK SESSION ON WEDNESDAY THE 29TH DAY OF JULY 2020 ONLINE AND BY TELEPHONE TO BEGIN AT 6:30 P.M. MDT.

THIS MEETING WILL BE BROADCASTED ON FACEBOOK LIVE UNDER HILDALE CITY'S PAGE.

IT WILL BE OPEN TO THE PUBLIC USING THE FOLLOWING LINK:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/97949048814>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 979 4904 8814

International numbers available: <https://zoom.us/u/aevkVuJ3az>

PUBLIC COMMENTS AND PUBLIC HEARINGS MAY BE EMAILED TO [MANAGER@HILDALECITY.COM](mailto:MANAGER@HILDALECITY.COM), PRIVATELY MESSAGED TO HILDALE CITY'S FACEBOOK PAGE, OR GIVEN IN PERSON. ALL COMMENTS AND PUBLIC HEARINGS SENT BEFORE THE MEETING WILL BE READ ALLOWED DURING THE MEETING AND MESSAGES OR EMAILS SENT DURING THE MEETING WILL BE READ AT THE MAYOR'S DISCRETION.

THE AGENDA SHALL BE AS FOLLOWS:

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.



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1. WELCOME, INTRODUCTION AND PRELIMINARY MATTERS
2. PLEDGE OF ALLEGIANCE
3. CONFLICT OF INTEREST DISCLOSURES
4. COUNCIL COMMENTS
5. WORK SESSION
  - A. BASE-LEVEL MUNICIPAL SERVICES
    - i. STAFF PRESENTATION
    - ii. COUNCIL ANALYSIS
    - iii. DEVELOPMENT OF ACTION PLAN
  - B. WATER CANYON WATER DEVELOPMENT
    - i. STAFF PRESENTATION
    - ii. COUNCIL ANALYSIS
    - iii. DEVELOPMENT OF ACTION PLAN
  - C. UEP RELATIONSHIP
    - i. STAFF PRESENTATION
    - ii. COUNCIL ANALYSIS
    - iii. DEVELOPMENT OF ACTION PLAN
  - D. SOUTH ZION ESTATES
    - i. STAFF PRESENTATION
    - ii. COUNCIL ANALYSIS
    - iii. DEVELOPMENT OF ACTION PLAN
  - E. GENERAL PLAN
    - i. STAFF PRESENTATION
    - ii. COUNCIL ANALYSIS
    - iii. DEVELOPMENT OF ACTION PLAN
6. EXECUTIVE SESSION (AS NEEDED)
7. ADJOURNMENT

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**From:** John Barlow, Hildale City Manager  
**To:** Hildale City Council; Donia Jessop, Hildale City Mayor  
**Date:** July 29<sup>th</sup>, 2020  
**Subject:** Priority Items Update Memo

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**Orientation:**

During July, many things converged at the same time; my last college class was due, an environmental assessment for CDBG, the change over from Vincen leaving, yearend-closings, reports are due to auditor and state auditor, and significant time has been dedicated to CARES funding and the application thereof.

While it has been a productive month, there has not been a lot of time dedicated to preparing for the work-session meeting. My recommendation is that this meeting cover three things for the top priorities; 1) a report of where we each priority is in terms of progress, 2) get feedback from Council, and 3) discuss next steps.

**Operations:**

As discussed at the last meeting the two primary issues concerning operations is outdated intergovernmental agreements and the lack of written policies and procedures. The first step in each of these is the Utility IGA and finance policies, respectively. Both have had forward progress.

**IGAs:**

The Utility IGA is ready for the Council to review and give preliminary feedback; however, there are many more steps that will need to be taken. Please see the email and draft IGA in the packet. The next steps are to send this to our insurance providers and get their feedback and then send it to TOCC to get their administrative, legal, and insurance feedback.

At the next meet an overarching timeline will be proposed for IGA's development and consideration for approval.

**Policies:**

The finance policy is still being developed. The next steps are for it to be completed by admin, reviewed by Roger Carter, and then presented to the Council.

At the next meet an overarching timeline will be proposed for policy development and consideration for approval.

**Mayor:** Donia Jessop  
**City Council:** Maha Layton, Lawrence Barlow  
Stacy Seay, JVar Dutson, Jared Nicol

320 East Newel Ave.  
P.O. Box 840490  
Hildale, UT 84784



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### **General Plan:**

The RFP for the general plan was published—see packet. There was some vacillation about whether to do a Request For Qualifications (RFQ) or a Request for Proposal (RFP). The primary difference between the two is the process for contracting with design consultants. Ultimately, the City Council approved the idea of doing a RFQ; however, on further review, all of the benefits presented for RFQ could be had with an RFP process.

The RFP that was published was developed with the ideas in mind that the Council proposed; that is a strong focus on public engagement, using staff time to maximize the value we get for the money spent, and getting an expert that can make sure we have a good baseline for the future.

The next steps are to set up an evaluation committee to pick the contractor, review the winning submittal timeline and plan to get the general plan developed.

### **Water Canyon Water Development:**

As discussed in the last meeting; an agreement between the Cities and the UEP for the use of water rights is critical to the project. There is an administrative working group assembled between all of the organizations that would need to partner for this project to go forward. At the last working group, there was an idea that was proposed that could generally be proposed to the respective boards; however, there was a lot of homework that needed to be done to flush the idea out and make sure that it is as possible in reality as it is in theory. Harrison Johnson is doing the homework and taking the theoretical framework and putting numbers and bullet points to it. If it still looks presentable to the working group, each administrator will take that back to the respective boards to see if they approve in concept.

Harrison is almost complete with his analysis and we will likely be getting the working group back together in the next month. It is possible that by next month the Council has a basic outline of an agreement to consider if all goes well.

### **UEP Relationship:**

This objective has not got an initial presentation from administration and has not been discussed, considered, or any direction given to staff yet.

There are things that the City could do in the meantime; however.

I believe that the things the City is doing independent of this priority are also strengthening relationships with partners (e.g. agreeing to pay for infrastructure to support WCSD, building process and procedures, and strengthening internal processes).

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**South Zion Estates:**

This memo will not cover any imminent or pending legal issues. Information concerning legal issues will be emailed and discussed in executive session.

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## John Barlow

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**From:** John Barlow  
**Sent:** Monday, July 13, 2020 2:04 PM  
**To:** Mayor  
**Cc:** Vance Barlow; Christian Kesselring; Roger Carter; Mayor; Harrison Johnson  
**Subject:** Utility IGA Revision  
**Attachments:** Hildale-Colorado City Utility IGA (2020 Revision DRAFT) v.1.3.pdf

Mayor and Council:

As directed last year and in the last work-session meeting. Christian, the Mayor, and I have been working toward updating the IGA's with the Town of Colorado City.

Both Cities are excited about revisiting the IGA's to ensure they work operationally, fiscally, and limit risk in a way that both cities are good candidates for insurance pools.

As we review and discuss these, please keep in mind that this is going to be a long process. We want to make sure these are very well considered and that it is the best product we can get.

Although we will consider and develop each IGA at a time, my recommendation is to wait until they are all agreed upon before any are updated. I am recommending this for two reasons; 1) we may learn or think of something in an IGA we are reviewing later that could be applicable to an IGA that is tentatively agreed upon earlier, and 2) if they are all finally considered at the same time the City Councils will be able to ensure it all fits together.

Our thinking on where to start is from most complicated to least complicated; Utility, Public Works, Police, Community Development, etc.

Our tentative process (until I get more direction from the Council) will be as follows;

- Christian, the Mayor, and I develop the IGA (copying in Vance to ensure that we are generally on track with something Colorado City would consider)
- We work with our insurance company to incorporate any feedback they have
- Colorado City Manager, Mayor, and Attorney make the changes they need (coordinating with HC management)
- Then they send to their insurance providers and other risk pools they want feedback from
- A final proposal will be developed that meets everyone's needs

These agreements are the classic catch 22 problem because no party wants to consider or develop something that is not agreeable to the other parties (e.g. Hildale doesn't want to waste their time developing something Colorado City would not agree on and Colorado City does not want to consider something until it is specific and thoroughly vetted). That being said, I think the process above gives us the best ability to come to an agreement without redundant costs (e.g. two attorneys

It will be up to the respective City Manager's and Mayor's to keep the Council's updated and get the appropriate feedback and direction they deem necessary or the respective councils require.

Utility IGA:

We are at the point that we are ready to send the draft updated utility IGA to our insurance provider. A copy of it is attached. This will be discussed at the meeting on July 29<sup>th</sup>, 2020.

For the Utility IGA, it makes sense to get the Utility Board’s input as well. I will leave it up to Harrison to keep them informed and get there feedback when he feels like it is most appropriate—only with the direction that the Council’s will need the Board’s input before they make a final decision (which, again, is not until much later and after all the IGAs are developed).

If you have any feedback on this process or the draft utility IGA before the next work session, please let me know.

Thank you all for you volunteerism!

Respectfully Sent,

**John Barlow**  
City Manager

phone: 435.874.2323  
mobile: 801.824.4232



320 E Newel Ave  
PO Box 840490, Hildale, UT 84784

## **INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR UTILITIES SYSTEMS MANAGEMENT, OPERATION, AND MAINTENANCE**

**THIS AGREEMENT** is entered into between COLORADO CITY, ARIZONA (hereafter referred to as “Colorado City”), and HILDALE, UTAH, (hereafter referred to as “Hildale”), both of which are referred to individually as a “City” and collectively as “the Cities.”

### **WITNESSETH**

**WHEREAS**, pursuant to the provisions of Title 9, Chapter 5, Articles 2 and 3, Arizona Revised Statutes, as amended, and other applicable provisions of Arizona law (collectively, the "Arizona Act") Colorado City is authorized to engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from Colorado City, including facilities for utility services; and

**WHEREAS**, pursuant to the provisions of Title 10, Chapter 8 and Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of Utah law (collectively, the "Utah Act"), Hildale is authorized to acquire, construct, maintain and operate facilities within or without its corporate limits for utilities, and to issue its bonds to finance the costs thereof; and

**WHEREAS**, pursuant to the provisions of Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended (The "Arizona Joint Exercise of Powers Act"), Colorado City is authorized to enter into contracts and agreements for joint and cooperative action, services and the joint exercise of powers with, among others, any political subdivision of a state; and

**WHEREAS**, pursuant to the provisions of Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Utah Interlocal Co-operation Act"), Hildale is authorized to enter into contracts and agreements for joint and cooperative action, services and the joint exercise of powers with, among others, any political subdivision of a state; and

**WHEREAS**, the Cities desire to construct, purchase, acquire own, manage, operate, maintain, finance and bill for utilities to provide water, sewer, gas and fiber optic networking services to the inhabitants of the Cities; and



**WHEREAS**, the water system, sewer system, gas system, and fiber optic system constitute separate systems in Hildale and in Colorado City for the purposes of acquisition, ownership and financing thereof, although such systems are operated and managed as a single system that serves both Cities; and

**WHEREAS**, the sewer system for both Cities is owned by Hildale, but for the purposes of system management and billing, Colorado City will adopt regulations governing the sewer system in Colorado City; and

**WHEREAS**, the water systems, sewer systems, gas systems and fiber optic systems in both Cities shall hereafter collectively be referred to as the “Utility System”;

**WHEREAS**, it is necessary for the good government of Colorado City and Hildale to jointly administer and operate the Utility System, to arrange storage, treatment and distribution resources and for the management of resources, and for the billing of retail utility service, with the advice of a joint advisory board with respect to certain legislative policies that shall guide utility operations; and

**WHEREAS**, it will promote the interest of efficient management of the Utility System that one City should hold primary responsibility for managing, operating and maintaining the Utility System, subject to cooperation with and oversight by the management and governing body of the other City.

**Now, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

## **AGREEMENT**

### **Section 1. FINDINGS AND DETERMINATIONS.**

The parties to this Agreement hereby find, determine and declare that the joint, coordinated and cooperative management, operation and maintenance of the Utility System pursuant to the terms and provisions of this Agreement:

1. Is necessary for the regular and businesslike operation of the Utility System consistent with prudent utility practices;
2. Will enable each of the Cities to make the most efficient use of its powers with respect to the management, operation and maintenance of its portion of the Utility System to

meet the existing and future needs of the residents of and businesses in that City's community; and

3. Will provide the benefits of economies of scale and reliable utility service to foster further economic development in the Cities, and will promote the general welfare of each community.

## **Section 2. TERM.**

- A. This Agreement shall become effective upon approval by the Cities and continuing for an initial term for a period of thirty (30) years. This Agreement shall supersede previous utility service management, operation and maintenance agreements between Hildale City and Colorado City. Upon expiration of the initial term, this Agreement can be modified, extended, or terminated by written agreement of the parties.
- B. Either party may terminate this agreement with or without cause, only after providing a one-year written notice of intent to terminate to the other party. Upon mutual written concurrence by both parties, this Agreement may be terminated at any time.

## **Section 3. UTILITY BOARD ESTABLISHED.**

- A. A joint advisory board is hereby established ("Utility Board" or "Board") which shall advise the Cities on legislative and strategic matters as set forth in this Agreement. .
- B. In furtherance of the foregoing, each of the Cities hereby agrees that, to the extent permitted by law, that City's governing body ("Governing Body") will take no action with respect to the Utility System without the consideration of the recommendation of the Utility Board with respect to the matters set forth in Subsection 3(C) below.
- C. The Utility Board shall have the following powers, duties and responsibilities on behalf of the Cities, consistent with the Joint Utility Strategy Resolution established pursuant to Section 5 below:
  1. Review of such annual operating budgets and long-term capital budgets as shall be proposed by Management Staff for the operation, maintenance, renewal and replacement of the Utility System and the recommendation of such budgets to each of the Cities as provided herein;
  2. Review and recommendation to the Cities of such changes to the Joint Utility Strategy Resolution as shall be proposed by Management Staff to ensure consistency among the long-term strategic interests of each City and their

- respective inhabitants, the financial stability of the Utility System, prudent operation of the Utility System, and applicable laws and regulations;
3. Review and recommendation to the Cities of such amendments to schedules of utility rates and charges as shall be proposed by Management Staff to ensure the financial stability of the Utility System in compliance with the respective obligations of the Cities;
  4. Review and recommendation to the Cities of such amendments to utility service regulations as shall be proposed by Management Staff to ensure the prudent operation of the Utility System;
  5. Review and recommendation to the Cities of such internal policies and procedures as shall be proposed by Management Staff to govern the operation of the Utility System, including without limitation accounting, customer service, billing and collections, procurements, employee safety, and facilities security;
  6. Review and recommendation to the Cities for approval of such Large Procurements as shall be proposed by Management Staff; and
  7. Review and input to the Cities on the planning, study, and development of such short- and long-term capital projects as shall be proposed by Management Staff as necessary or desirable for the continued growth and development of the Utility System and the Cities.

#### **Section 4. UTILITY BOARD MEMBERS.**

- A. The Board shall consist of nine (9) individuals ("Members"), four (4) Members to be appointed by the Mayor of Hildale with the approval of the Hildale City Council, four (4) Members to be appointed by the Mayor of Colorado City with the approval of the Colorado City Town Council; and one Member to be appointed by the joint designation of both cities.
- B. On the Effective Date of this Agreement, each member of the previously existing board shall be deemed reappointed as a Member of the Utility Board for the remainder of his or her previously appointed term (the "Initial Members").
- C. Each Member of the Board shall be entitled to one vote.
- D. Other than the Initial Members of the Board, the Members of the Board shall serve for terms of three (3) years. All subsequent appointments to the Board shall be for three-year terms commencing on January 1 and ending on December 31. Members may temporarily continue to serve at the end of their term until an appointment to fill the position is made pursuant to Subsection 4(A).

- E. Vacancies of appointed Members occurring otherwise than through expiration of term shall be filled for the remainder of the unexpired term by appointment of the Mayor of the City which the exiting Member represented, with the approval of that City's municipal governing body.
- F. Notwithstanding the length of terms described above, Members shall serve at the pleasure of the respective City's governing body and may be removed at any time with or without cause. The unexcused failure of a Member to attend any Board meeting in a period of six (6) consecutive months shall automatically cause the office of that Member to be vacant.
- G. The Board Members may serve with compensation as determined by the Cities. The Members of the Board shall be entitled to reimbursement for actual expenses authorized in writing and incurred in the performance of duties, upon presentation of proper receipts and vouchers.
- H. The Board shall elect from among its Members a Chairperson and a Vice-Chairperson. The terms of the Chairperson and Vice-Chairperson shall be for one calendar year.
- I. The Board may adopt such rules and by-laws as it may deem necessary for the proper conduct of its business. The Board shall keep a public record of its proceedings per Section 20 of this Agreement.
- J. The regular meetings of the Utility Board shall occur each year on or as near as practicable to March 15<sup>th</sup>, June 15<sup>th</sup>, September 15<sup>th</sup>, and December 15<sup>th</sup>. Special meetings of the Utility Board may be called by the Chairperson only when necessary to timely fulfill the duties and responsibilities of the Utility Board. The meetings of the Board shall be open to the public and shall be conducted in compliance with the open meeting laws of the State in which the meeting is conducted. The Utility Board may prescribe rules of conduct and procedure for its meetings.
- K. Meetings of the Utility Board may be held through electronic communication to the extent allowed by law. A Board Member participating in a meeting through such means shall be considered present for purposes of a quorum and voting.
- L. A quorum shall consist of five (5) Members. A vote of a majority of Members in attendance shall be required to take any action in a meeting duly convened with a quorum.

## **Section 5. STRATEGIC PLANNING.**

- A. Within 60 days after the Effective Date of this Agreement with respect to Fiscal Year 2020-2021, and by March 1<sup>st</sup> of each year thereafter, the Governing Body of each City shall adopt and transmit to the Members of the Utility Board a resolution setting forth that City's strategic plan for its portion of the Utility System in the upcoming fiscal year (the "Utility Strategy Resolutions"). The Utility Strategy Resolutions shall outline the respective Cities' desired strategic direction and priorities for the management, operation and maintenance of the Utility System, and shall establish a Utility Strategy Committee to resolve any conflicts or incompatibilities between the Cities' respective Utility Strategy Resolutions, which shall be comprised of two members of each City's Governing Body, and each City's Mayor and Manager.
  
- B. At the next regular meeting of the Utility Board following receipt of the Utility Strategy Resolutions, the Utility Board shall review and discuss the Cities' strategic plans to determine if any material conflict or incompatibility exists between them. If no conflict or incompatibility is found, the Utility Board shall prepare and recommend to the Governing Board of each City for adoption a single strategy resolution to govern the Utility System in the upcoming fiscal year, which shall fairly incorporate each City's strategic plan (the "Joint Utility Strategy Resolution"). To the extent that any conflict or incompatibility is found, however, the Utility Board shall communicate that fact to the Utility Strategy Committee, describing the conflict or incompatibility and possible alternatives for resolving it. At the next regular meeting of the Utility Board following receipt of the Utility Strategy Committee's proposal for how any such conflict or incompatibilities should be resolved, the Utility Board shall prepare and recommend a Joint Utility Strategy Resolution to the Governing Board of each City for adoption.
  
- C. If the Cities fail to adopt the recommendations of the Utility Board, the Joint Utility Strategy Resolution from the preceding fiscal year shall remain in effect.

## **Section 6. UTILITY SYSTEM MANAGEMENT.**

- A. Hildale, through the Utilities Director under the supervision and direction of the Hildale City Manager (the "Management Staff"), shall be responsible for the regular, efficient and businesslike management, operation and maintenance of the Utility System consistent with prudent utility practice, adopted budgets, the Joint Utility Strategy Resolution established pursuant to Section 5 above, and applicable laws and regulations. To the fullest extent permitted by law, Colorado City hereby delegates to Hildale such of

Colorado City's powers as shall be necessary to discharge and perform its duties and responsibilities as set forth herein.

- B. Procurements shall be conducted by Hildale in compliance with Hildale's procurement code. No procurement that is subject to Section 7 below shall be completed without the approval of each City's respective Governing Body.
- C. Hildale shall retain a Utility System department director (the "Utilities Director") and such personnel as may be necessary for the operation and maintenance of the Utility System ("Utility Employees") (collectively, "Utility Personnel"). All Utility Personnel shall be employees of Hildale and subject to its human resources and personnel policies. All Utility Personnel shall have the qualifications required by law.
- D. The Hildale City Manager shall report to the Colorado City Town Manager, in person or by other instantaneous method of communication followed by written notice, immediately following occurrence of any of the following:
  - i. Significant accidents resulting in loss of life, bodily injury, property damage, or environmental damage, or which may be reasonably expected to otherwise result in a claim against Colorado City's insurance policies.
  - ii. Actual or suspected fraud, theft or intentional damage of Utility System property or property owned by Colorado City.
  - iii. Actual or suspected illegal discrimination or harassment of a person by any other person in connection with the Utility System.
  - iv. Significant violations of applicable laws, regulations, ordinances, policies, or procedures.
- E. The Hildale City Manager shall report to the Colorado City Town Manager in writing promptly following occurrence of any of the following:
  - i. Proposals from Developers/Subdividers that may impact the Utility System.
  - ii. Changes in the position, rate of pay, or employment status of any Utility Personnel.

- iii. Major life events affecting Utility Personnel, including without limitation upcoming birthdays, birth of a child, marriage, or graduation from an educational course of study.
- iv. Actual or threatened litigation concerning the Utility System, or to which Colorado City is or may be made a party.
- v. Changes to the status or coverage of Hildale's insurance with regard to the Utility System.

### **Section 7. REAL ESTATE AND CONTRACTS.**

- A. Upon the recommendation of the Management Staff, and determining that it is consistent with the Joint Utility Strategy Resolution established pursuant to Section 5 above and with prudent and fiscally responsible operation of the Utility System, the Utility Board shall recommend to the Cities' respective governing bodies approval of any contract to:
  - 1. Construct distribution or collection systems, pipelines, transmission lines, and other capital facilities;
  - 2. Sell Utility System products to any purchaser other than to an end-user in the ordinary course of utility business;
  - 3. Purchase franchises;
  - 4. Procure equipment and materials costing more than \$50,000 in a single procurement or, in the case of a lease of personal property, in a single fiscal year; or
  - 5. Purchase or lease real property.
- B. Such contracts shall be subject to authorization and ratification by each of the Cities and shall be executed by the appropriate officials of each of the Cities.

## **Section 8. SYSTEM RATES AND REGULATIONS.**

- A. The Management Staff shall have responsibility for development of proposed rate schedules for the Utility System when necessary, and to propose them to the Utility Board for review and recommendation of the same to the Cities for approval.
- B. Rates for utilities provided by the Utility System to the consumers shall be sufficient to cover all costs, including without limitation the costs of acquisition, operation and maintenance of the Utility System, liabilities, insurance, payment of all contractual obligations, establishment and funding of necessary reserves, sufficient cash availability for operations, and capital requirements for system upgrades, improvements, extensions and enlargements, to the extent directed by either Governing Body, payment of any general obligation indebtedness of either City relating to the Utility System, with due consideration being accorded to the terms, covenants and conditions contained in any contract of the Cities relating to the Utility System.
- C. When the Management Staff recommends to the Utility Board that an adjustment to the rate schedules is necessary, they shall prepare and submit to the Board a report describing the existing rates, the proposed adjustment, and the basis for their recommendation. The Management Staff may retain the services of such consulting engineers and financial advisors as may be necessary to assist in preparing their report. The Board shall review the report and, if it determines that an adjustment would be consistent with the Joint Utility Strategy Resolution and fiscally responsible, recommend the proposed adjustment for adoption by the Cities' respective governing bodies.
- D. The Board may elect to hold a public hearing before recommending any rate adjustment to the Cities. Notice of such hearing shall be given to afford an opportunity for interested citizens to appear and provide input on matters relative to the rates to be established. Each Governing Body may elect to hold public hearings in lieu of or in addition to public hearings before the Utility Board.
- E. If the Utility Board or either Governing Body finds that additional study and analysis is necessary before adopting a rate adjustment, it shall request a supplemental report from the Management Staff, specifically identifying in its request the additional study and analysis needed.
- F. At the conclusion of any Board action recommending a rate adjustment, the Board shall transmit its written recommendation for approval and adoption of the adjusted rate schedules to the Cities' governing bodies, including an explanation of the basis upon



which the proposed rate adjustment is predicated, which may be accomplished by reference to the Management Staff's report.

## **Section 9. UTILITY SERVICE REGULATIONS.**

- A.** The Management Staff shall have responsibility for development of proposed utility service regulations as shall:
1. Be consistent with the Joint Utility Strategy Resolution adopted pursuant to Section 5 above;
  2. Provide quality, consistent service according to capacity of the Utility System;
  3. Minimize the risk of personal injury or property damage or harm to customers, employees or third parties in operations of the Utility System and in the customers' installation and use;
  4. Enforce sound business policy;
  5. Ensure the prompt collection of all billings owed for services provided by:
    - i. Providing a clear, understandable billing policy and the timely and accurate billings of charges for services, and
    - ii. Minimizing the amount of accounts receivable and minimizing exposure for losses due to uncollectible accounts.
  6. Minimize or avoid losses;
  7. Provide requirements for prospective new customers according to the capacity of the system, while maintaining the flexibility and ability to serve existing customers;
  8. Allocate the burden of capital expenditures to ensure that capital investment is recovered by:
    - i. Minimizing the cost of line extensions and capital expenditures to the Cities; and
    - ii. Placing the cost of line extensions, source development or treatment for commercial, industrial or prospective uses on the new customer or a developer or subdivider of property ("Developer/Subdivider"), where the cost of such extensions or improvements exceeds a nominal amount, so as to protect existing customers from paying costs for a Developer/Subdivider;
    - iii. Recommending to the Cities the adoption of impact fees for new customers to offset defined impacts to the system.
  9. Provide a method for the fair resolution and disputes between the Utility System and its respective customers; and
  10. Promote the orderly and efficient management, operation and maintenance of the Utility System.

- B. When the Management Staff recommends to the Utility Board that an amendment to the utility service regulations is necessary, they shall prepare and submit to the Board a report describing the existing regulations and the proposed amendment, and the basis for their recommendation. The Board shall review the report, and if it determines that an amendment would be consistent with the Joint Utility Strategy Resolution and in the best interest of the community, recommend the proposed amendment for adoption by the Cities' respective governing bodies. If the Utility Board or either Governing Body finds that additional study and analysis is necessary before adopting an amendment, it shall request a supplemental report from the Management Staff, specifically identifying in its request the additional study and analysis needed.

**Section 10. OPERATION AND MAINTENANCE OF UTILITY SYSTEM.**

- A. The cost of management, operation and maintenance of the Utility System will be borne on a proportionate basis, determined annually, based upon the relative proportionate amounts of retail usage by each City.
- B. The Management Staff shall ensure that the Utility System is maintained, operated and improved so as to provide safe, reliable and efficient service. Such maintenance, operation and improvement shall include, but shall not be limited to, the following :
1. Extending lines and installing meters to provide service to new customers;
  2. Regularly inspect and test customers' meters;
  3. Regularly inspect all lines, meters, and other components of the Utility System;
  4. Repair or replace, as appropriate, malfunctioning or outdated meters;
  5. Repairing or replacing, as necessary, damaged, displaced or destroyed Utility System components;
  6. Provide planning, engineering and supervisory services in connection with such regular upgrades of Utility System components as shall be necessary in accordance with prudent utility practice;
  7. Provide all such other services as are normally required for the operation and maintenance of a utility system of similar size and complexity in accordance with prudent utility practice;
  8. Seek funding when possible for source or treatment development and maximizing government loan and grant opportunities on behalf of the Utility System;
  9. Adhere to water quality regulation testing so that only one State will conduct water quality tests of the Utility System.

- C. The Management Staff shall, in accordance with applicable law, accounting standards, and prudent utility practices, maintain records of:
  - 1. The maintenance of the Utility System;
  - 2. The financial transactions of the Utility System
  - 3. The inventory of Utility System assets;
  - 4. The operations of the Utility System, including events of significance that occur in connection with the Utility System.
  
- D. Maps of the Utility System shall also be maintained showing the location of the physical components of the system both within and without the respective City limits.
  
- E. The Management Staff shall plan improvements in accordance with the standards established by applicable governmental regulations applicable to the location of such improvements, and shall also plan and/or coordinate extensions and expansions of the Utility System in conjunction with the other utilities in the area, and specifically those operated by the Cities.
  
- F. Proposals from Developers/Subdividers that may impact the Utility System shall be negotiated primarily by the City affected by a proposed development, in close coordination with the Management Staff. In the event that a development is anticipated to increase demand on the Utility System by [15] ERU's or more, the terms negotiated with respect to the Utility System shall be presented in writing to the Utility Board. Prior to consideration of the proposal by the relevant City's Governing Body, the Board shall meet and decide whether to recommend for or against approval, giving due consideration to the Joint Utility Strategy Resolution, the best interest of existing customers, and the financial stability of the Utility System.

#### **Section 11. UTILITY SYSTEM BILLINGS.**

- A. Utility Personnel shall read all customer Utility meters not less frequently than monthly and shall prepare and render monthly bills to each customer of the Utility System. Such billings shall be prepared in such a manner as to clearly indicate whether the party billed is a customer in the City of Hildale or a customer in the Town of Colorado City.
  
- B. Such billings may provide that the customer shall remit payment to Hildale City as a servicer. Immediately upon receipt of any payments, Utility Personnel shall cause the amount received to be deposited in the respective Utility System operation fund, to the credit of the respective City of the customer.

**Section 12. UTILITY SYSTEM OPERATING FUNDS.**

- A. There is hereby established under the fiduciary management primarily by Hildale, and secondarily by Colorado City, five special funds, separate and distinct from all other funds and accounts of the Cities (but still maintained as the property of the Cities), to be known as the “Joint Operation Fund”, the "Gas System Operation Fund", the "Water System Operation Fund", the "Sewer System Operation Fund", and the “Fiber System Operation Fund”.
- B. The operation funds shall account for all revenues, receipts and income of the Utility System and all expenditures for costs of operation and maintenance, purchased gas, energy, water or transmission service, renewals, replacements, capital improvements, additions to the Utility Systems, Cities' Utility System employee salaries and benefits, insurance, and all other costs properly allocable to the operation of the Utility System.
- C. All revenues, receipts, and income from the operation of the Utility System shall be immediately deposited into the respective operation fund. All costs of operation shall be paid out of the respective operation fund when the same shall be due and payable. As convenient and appropriate, each respective operation fund may be obligated to deposit into the Joint Operation Fund sufficient funds to cover each operation fund’s share of the general administrative expenses of the Utility System.
- D. Hildale shall maintain such books and records, and may establish such separate accounts and sub-accounts with the operation funds, as shall be necessary to separately account for the revenues, costs of operation and resulting net revenues that are attributable to each respective portion of the Utility System.
- E. The operating funds shall be maintained with a recognized bank or financial institution and shall be secured in accordance with the provisions of the laws of the State of Utah governing the deposit of public funds to the extent permitted regarding funds derived from Colorado City customers.

**Section 13. ALLOCATION OF REVENUES AND EXPENSES.**

- A. All revenues, receipts and income derived from the operation of the sewer system portion of the Utility System shall be allocated to Hildale City as the owner of the system to the extent permitted by Arizona law for any portion of the sewer system located in Arizona.

- B. All revenues, receipts and income derived from the operation of the Gas and Water Systems shall be allocated between the Cities as follows:
1. All revenues received from each of the Cities' customer billings shall be credited to that customer's City;
  2. Investment income shall be allocated between the Cities based upon the proportion that each City's balance in the Operation Fund bears to the total balance on deposit therein; and
  3. All other revenues, receipts and income shall be allocated between the Cities based upon initial Utility System cost, total energy sales, number of customers, or such other method as shall be fair and reasonable to each of the Cities. All revenues, receipts and income shall be so allocated when received.
  4. All costs and expenses incurred by the Management Staff in the performance of their duties and responsibilities hereunder shall be allocated on the basis of the proportion of annual terms sold to each City's Utility customers. The allocation of costs and expenses shall be made annually.
  5. Colorado City and Hildale each agree to pay, but solely out of the revenues derived from the operation of the Colorado City portion of the Utility System and the Hildale portion of the Utility System, respectively, and as an operation and maintenance expense of and a first charge on the revenues of such Utility System, all amounts charged to it in respect to the costs and expenses incurred hereunder.

#### **Section 14. BUDGETS.**

- A. An annual budget shall be prepared for each utility system operating fund for each applicable fiscal year, in accordance with this Section and with the Uniform Fiscal Procedures Act for Utah Cities, to provide a complete financial plan for operations, setting forth the following in tabular form:
1. Actual revenues and expenditures in the last completed fiscal year;
  2. Budget estimates for the current fiscal year;
  3. Actual revenues and expenditures for a period of six to nine months, as appropriate, of the current fiscal year;

4. Estimated total revenue and expenditures for the current fiscal year;
  5. Estimates of revenues and expenditures for the budget year;
  6. An estimate of all capital projects which the Board and Management Staff believe should be undertaken within the next five succeeding years and the proposed method of payment for such projects;
  7. The latest available balance of capital accounts maintained by the Management Staff;
  8. A summary and review of rates, fees and charges for services rendered by the Utility System, with a summary of billings and actual receipts in each rate, fee or charge category for:
    - i. the current fiscal year, and
    - ii. the previous completed fiscal year;
  9. A summary of accounts receivable as of:
    - i. the end of the last month of operation for which such data is available including losses and uncollectible accounts for the current fiscal year to date; and
    - ii. the end of the last completed fiscal year including losses and uncollectible accounts for the year.
  10. A budget message, which shall explain the budget, containing an outline of the proposed financial policies of the utility department for the budget year, and shall describe in connection therewith the important features of the budgetary plan. It shall set forth a reason for material changes from the previous year and appropriation and revenue items.
- B. On or before March 15th of each year, the Management Staff shall prepare a proposed budget for the next fiscal year and present it to the Utility Board. The Board shall review the tentative budget and, if it determines that the proposed budget would be consistent with the Joint Utility Strategy Resolution and fiscally responsible, recommend the proposed budget for adoption by the Cities. If the Board determines that adjustments to the proposed budget are necessary, it shall submit its written opinion to each City's Governing Body, explaining the recommended adjustments and the basis therefor.
- C. On or before April 30th of the current budget period, the Colorado City Town Council shall adopt a resolution indicating whether it approves the proposed budget or approves it with adjustments. Said resolution shall explain any adjustments and the basis therefor.
- D. On or before the first regularly scheduled meeting of the Hildale City Council in May of the current budget period, Hildale's budget officer shall prepare a tentative budget, incorporating Colorado City's adjustments as appropriate, and shall transmit it to the

Hildale City Council together with the Colorado City resolution referenced in Subsection 14(C) and the Utility Board opinion referenced in Subsection 14(B), if any.

- E. The Hildale City Council shall review, consider, and tentatively adopt the tentative budget in a regular public hearing or special public hearing called for the purpose, and may amend or revise it in such manner as deemed advisable prior to adoption of a final budget.
- F. Upon final adoption, the budget shall be in effect for the applicable budget year, subject to later amendment.

**Section 15. ANNUAL REPORT.**

- A. The Management Staff, in addition to the reports and accounting it may otherwise be required by law to make, shall, as required by the Cities, not later than the last day of January in each year, furnish to the Utility Board and each City's Governing Body an annual report which shall include the following statements as of the end of the preceding fiscal year:
  - 1. A balance sheet showing the financial condition of the Utility System prepared according to generally accepted public utility accounting principles;
  - 2. A statement of operations; and
  - 3. Any additional supporting statements or schedules deemed necessary and desirable by the City's Governing Body to make a clear and informative presentation of the financial position of the Utility System.
- B. The reports shall be kept on file in the offices of the Hildale City Recorder and the Colorado City Town Clerk, and shall be open to public inspection. The funds and accounts of the Utility System shall be audited annually by a certified public accountant or by a firm of such accountants.

**Section 16. LIABILITY AND INDEMNIFICATION.**

- A. Hildale hereby assumes full responsibility for and shall indemnify and save harmless Colorado City from any liability or expense on account of claims, actions, charges, lawsuits, judgments and awards, including for personal injury or property damage

caused by negligent acts or omissions other than on the part of Colorado City, which arises from the activities of Utility Personnel in managing, operating, maintaining and improving the Utility System. Provided, however, that any liability which is incurred by either City through the management, operation, maintenance or improvement of the Utility System pursuant to this Agreement and not covered in whole or in part by insurance shall be paid solely from the revenues of the Cities received by the Utility System, and any payments made by the Utility System to satisfy such liability shall become part of the operation and maintenance costs hereunder.

- B. Each City shall assume full responsibility for and shall indemnify and save harmless the other from any liability and expense on account of claims, actions, charges, lawsuits, judgments and awards, including for personal injury or property damage caused by the presence or condition of the property and equipment of the indemnifying party, except to the extent caused by the negligence of the other party.
- C. The Cities each hereby find, determine and declare that the Utility Board, in carrying out and discharging its obligations and responsibilities under this Agreement, is performing and will perform governmental functions on behalf of the Cities. To that end, the Utility Board shall have the benefit of all privileges and immunities to which the Cities are entitled under the laws of the States of Utah and Arizona.
- D. No agreement or obligation contained in this Agreement shall be deemed to be the agreement or obligation of any elected or appointed official, officer, member, agent or employee of either of the Cities in his or her individual capacity and none of such officials, officers, members, agents or employees shall be personally liable or subject to any personal liability by reason of their performance of or involvement with any of the agreements and obligations contained in this Agreement.
- E. To the extent permitted by law, each City shall indemnify and hold the other harmless for any loss, cost, damage or claim, including counsel fees and other litigation expenses, if any, arising out of a liability or duty which is the responsibility of the indemnifying party under law or under this Agreement.
- F. The payment obligations of the Cities under this Agreement are several and not joint, and shall constitute an obligation of each City payable as an operating expense of its Utility System solely from the revenues and other available funds of such City's portion of the Utility System. In no event shall any of the Cities' payment obligations hereunder constitute a debt or indebtedness of either of the Cities within the meaning of any constitutional or statutory limitation or provision.



**Section 17. INTERESTS OF THE PARTIES.**

The Cities' respective ownership of the Utility Systems are and shall be maintained separate and distinct. The benefits and liabilities related to each system and operation thereof shall accrue to the respective owner of that portion of the Utility System.

**Section 18. RELATIONSHIP TO AND COMPLIANCE WITH OTHER DOCUMENTS.**

- A. It is recognized and agreed to by each of the Cities that in undertaking the acquisition and financing of the Utility System, each City must comply with all licenses, permits, approvals and regulations necessary for such acquisition and the operation of such Utility System.
- B. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.
- C. The parties shall work in good faith to implement and resolve details not specified in this Agreement.
- D. Insofar as possible, Utah law shall govern Utility System business management as it is integrated in the Hildale City offices located in the State of Utah.

**Section 19. SEVERABILITY AND CONFLICTS OF INTEREST**

- A. The provisions of this Agreement are severable. Should any part, term, or provision of this Agreement be held by the courts to be illegal or in conflict with any law of the States of Utah or Arizona, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
- B. This agreement may be canceled pursuant to A.R.S. § 38 - 511 in the event of a conflict of interest as described therein. Any cancellation shall be made pursuant to such law while giving as much notice as reasonably possible.
- C. No delay, omission or failure to exercise any right of either party under this agreement shall be construed to be a waiver of any such right or as impairing any such right.

**Section 20. GOVERNING LAW.**

This Agreement is made in the States of Utah and Arizona, under the Constitution and laws of such States and is to be construed pursuant to such laws. Insofar as possible, Utah law shall govern utility business management as it is integrated in the Hildale City offices located in Utah; however, to the extent any records or documents are maintained by Colorado City, such records and documents shall be addressed under Arizona law. Hildale and Colorado City shall cooperate with one another to assist one another in satisfaction and compliance with Utah and Arizona law, respectively.

**IN WITNESS WHEREOF**, the parties hereby agree to carry out the terms of this Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HILDALE CITY**

**COLORADO CITY**

\_\_\_\_\_  
Donia Jessop, Mayor  
Hildale City

\_\_\_\_\_  
Joseph Allred, Mayor  
Colorado City

Attest:

Attest:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Town Clerk

This Agreement as executed is hereby approved as being in proper form and is compatible with and is within the powers and authority granted under the laws of the State of Utah.

---

Christian Kesselring  
Hildale Attorney

This Agreement as executed is hereby approved as being in proper form and is compatible with and is within the powers and authority granted under the laws of the State of Arizona.

---

Jeffery Dollins  
Mangum, Wall, Stoops & Warden, PLLC  
Colorado City Attorney



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📠 435-874-2603

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## Request for Proposals 2020 General Plan Update

The City of Hildale,  
320 East Newel Avenue,  
P.O. Box 840490  
Hildale, Utah 84784

### **Request for Proposals to Prepare General Plan Update**

NOTICE IS HEREBY given that the City of Hildale (City) is seeking proposals from consultants qualified to provide professional services for preparation of an update to its General Plan.

### **Background**

The City of Hildale, with an incorporated population of approximately 2,500, is located in Washington County, one of the fastest-growing metropolitan statistical areas in the country.

The City last prepared a comprehensive update to its General Plan in 2016 which is available on the city website, [hildalecity.com](http://hildalecity.com).

### **General Instructions, Terms, and Conditions**

1. Submittals shall consist of 6 hard copies and one electronic copy (pdf) of the consultant's proposal for services. Proposals or unsolicited amendments to proposals arriving after the proposal submission deadline will not be considered.
2. Proposals shall explain how the consultant plans to meet the scope of work requirements
3. Proposals shall be received by **5:00 p.m. Thursday, August 13th, 2020.**
4. Send proposals to the attention of John Barlow, Hildale City Manager at the above address; emails with questions and electronic submittals must be sent to [planning@hildalecity.com](mailto:planning@hildalecity.com) with a cc to [manager@hildalecity.com](mailto:manager@hildalecity.com).
5. Proposals shall be binding for 90 days following the deadline date and time.

### **Conditions of Award**

An evaluation team will evaluate the submitted proposals. The City reserves the right to:



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1. Reject any or all proposals or to make no award;
2. require modifications to initial proposals;
3. negotiate; or
4. make partial or multiple awards.

The City will not consider proposals that have a proposed budgeted total cost that exceeds \$50,000.00.

The City further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the City.

The City may award based on initial proposals received or may invite selected consultants to make a presentation to the evaluation team. To the extent permitted by law, all documents submitted as part of a proposal will be deemed as confidential during the evaluation process and until the award of contract. There shall be no disclosure of any consultant's information to a competing consultant prior to the award of a contract. A contract will be awarded only after official action by the City Council.

### **Work Plan:**

The City seeks update to the Hildale City General Plan that takes into account the considerable changes to the economy, the nature of business, the demands for housing, new State laws, and the desires of the community and provides a solid vision for the future of the community over the next 10 years that can be used by elected and appointed officials to guide decisions.

The scope of work includes a rewrite of all current plan elements and a light review of current land use codes that may need to be updated to mesh with the new vision in the General Plan.

Plan elements to be included are:

- Land Use
- Transportation and Traffic Circulation
- Open Space and Trails
- Moderate Income Housing
- Heritage and Cultural Resources
- Economic Opportunities
- Outdoor resources
- Development of Goals and Guidelines



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The work to complete all required elements will be undertaken in collaboration with the City of Hildale professional staff, Planning Commission, and City Council.

This proposal needs to develop current economic, demographic, and trade area trend information, and assess future land use needs. Based on this information the Consultant will objectively develop and create a future land use map, implementation policy recommendations, criteria for the development of subsequent neighborhood plans, and propose land use management techniques to encourage development within the planned infill and expansion areas.

It is the sole responsibility of the respondent to ensure that proposals are received prior to the closing time as late submittals will not be accepted and will be returned unopened. The physical address is: **320 East Newel Avenue, Hildale, Utah 84784** The email addresses for submittal are: [planning@hildalecity.com](mailto:planning@hildalecity.com) and [manager@hildalecity.com](mailto:manager@hildalecity.com)

### **Consultant Responsibilities:**

With assistance from City staff, the consultant responsibilities are:

- developing and executing a stakeholder (i.e. residents, property owners, Planning Commissioners, and Councilmembers) engagement plan,
- document generation and assembly,
- goal and objective development,
- future land use map and zoning map in a format which can be integrated into the City's GIS department,
- Master Plan update modeling alternative scenarios,
- specific planning for highway commercial area (i.e. transportation plan, types of business to encourage development, design standards with digital mockups, etc.),
- specific planning for the downtown area (i.e. transportation plan, types of business to encourage development, design standards with digital mockups, etc.),
- criteria for the development of subsequent neighborhood plans,
- proposed land use management techniques to encourage development within the planned infill and expansion areas,
- Metrics for measuring the accomplishment of the desired outcomes.

The City has a seven-person Planning Commission which will provide a structured forum for public input and provide high-level advice to the City concerning the Growth Policy as it is developed.

Primary contact by the consultants will be with the City Manager.



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Consultants may, as part of their plan to reduce costs, plan for City staff to schedule, notice, and facilitate community engagement meetings.

### **Submission Requirements and Instructions**

All requirements in this section are mandatory.

1. A brief summary of the project and stakeholder engagement plan and use of City Staff to reduce time and transportation costs
2. Outline of Services
3. A cost proposal for a specific "not to exceed" fixed fee, with descriptive associated fees (e.g. printing costs, attendance at meetings, travel, etc.)
4. A project timeline and completion date (Must not extend beyond October 31, 2021)
5. A cost for modifications to the Project by the City subsequent to the final successful delivery
6. Summary of qualifications and work on similar projects (Please include examples of general planning as well as specific planning (i.e. development standards and building mockups for highway commercial area or downtown area))

Questions relating to the scope of services and project management may be directed to **John Barlow, Hildale City Manager**.

All requests for information or clarification and the related answers/information will be posted to the City's website ([hildalecity.com](http://hildalecity.com)). Applicants are responsible for regularly checking for clarifications during the RFP process.

City Staff will evaluate all responses to the RFP to ensure that they are responsive to the RFP and meet all mandatory submission requirements. All RFP responses that meet the minimum requirements will be forwarded to the evaluation committee.

City Staff will schedule a meeting with respondents and the evaluation committee via online video conference in an open meeting in which the evaluation committee can ask clarifying questions regarding the respondents' proposal.

The evaluation committee will fill out the subjective rating scheme (attached) after video conference meetings, with the exception of cost scoring which will be completed by staff.

An award of a successful proposal will be made within 30 days.



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All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review. The City reserves the right to accept or reject any and all proposals; to add or delete items and/or quantities; to waive any minor irregularities, informalities.

The City reserves the right to cancel this RFP. If the City cancels this RFP, all Contractors who submitted proposals will be notified using email. This project is subject to the availability of funds.

Respondents shall have the responsibility of all salaries, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes, and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each respondent shall save and hold the City harmless with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, worker's compensation and occupational disease compensation, insurance, unemployment compensation other benefits and taxes and premiums in any way related to each respondent's officers, employees, contractors, and consultants.





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## Hildale City Proposal Evaluation Form

**Project: Hildale City General Plan Update 2020**

**Proposing Firm:** \_\_\_\_\_ **Reviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Evaluation Criteria	Total Points	Reviewr's Score	Comments
1. Firm's Stakeholder Engagement Plan	25		
2. Firm's Assessed ability to handle specific planning with Highway Commercial and Down Town Area	20		
2. Firm's Past Performance on Similar Projects	20		
3. Familiarity of City and its Challenges and Opportunities	10		
4. Quality of Proposal	5		
5. Ability to Begin Work Upon Notice to Proceed.	5		
6. Ability to complete project with proposed timeline and costs.	5		
7. Quality of References	5		
8. Does the firm's proposal use City Staff to maximize stakeholder engagement and increase firm's other offerings?	5		
<b>Total</b>	<b>100</b>		