



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Agenda

City Council

Brooke Christensen, District 1
Maren Barker, District 2
Kristin Coleman-Nicholl, District 3
Chris McCandless, District 4
Steve Fairbanks, At-large
Linda Martinez Saville, At-large
Zach Robinson, At-large

Tuesday, March 5, 2019

5:15 PM

Council Chambers

Web address to view complete packet: <http://sandyutah.legistar.com>

The Sandy City Council has adopted Rules of Procedure which are available at the rear of the Council Chambers and online at: <https://sandy.utah.gov/government/city-council/procedure-guidelines>. Public comment will be taken on all voting items. Each speaker is allowed one minute per voting item, except for noticed Public Hearings in which case each speaker is allowed three minutes. The Citizen Comment sections of the meeting are for issues not listed on the agenda. Each speaker is allowed three minutes to address the Council during Citizen Comments. If a citizen is unable to attend a meeting in person, he or she may provide written comments to the City Council Executive Director by 3:00 PM the day of the Council Meeting to have those comments distributed to the City Council and have them read into the record at the appropriate time.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

4:30 Dinner

5:00 Special Recognition Reception

5:15 Council Meeting

Roll Call

Per Utah Code Annotated 52-4-207 and City Council policy, Council Members Saville and Nicholl may be participating in the March 5, 2019 City Council meeting via telephone and/or video conference.

Prayer / Pledge of Allegiance

Non-voting Items

Agenda Planning Calendar Review & Council Office Director's Report

Council Member Business

Mayor's Report

CAO Report

Legislative Report

Citizen Comments

Information Items

1. [19-065](#) Public Works Department Recommending the Council receive a presentation from Waste Management

 Attachments: [Revised Mythbusters Recycling Myths 1 31 19 FINAL.pdf](#)
 [Sandy Recycling Presentation - Mar 2019 \(002\).pdf](#)

2. [19-040](#) Risk Management presenting an overview of risk management fund operation and policies.

 Attachments: [Insurance Schedule.pdf](#)

Voting Items

Council Items

3. [19-066](#) City Council update regarding the scope of a proposed investigative committee

 Attachments: [Draft RFP](#)

4. [19-067](#) City Council Budget Workshop

 Attachments: [Council Budget Presentation Feb 12 2019](#)
 [Draft priorities matrix](#)

5. [19-068](#) Council Member Barker requesting that the Council discuss the Cowdell-Wooley contract for outside legal services

 Attachments: [Cowdell Woolley Contract.pdf](#)

Adjournment



Sandy City, Utah

10000 Centennial Parkway
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Staff Report

File #: 19-065, **Version:** 1

Date: 3/5/2019

Agenda Item Title:

Public Works Department Recommending the Council receive a presentation from Waste Management

Presenter: Mike Gladback and Blake Leonelli



Mixed Curbside Residential **RECYCLING MYTHS**



To Learn More Visit: RecycleOftenRecycleRight.com

#Recycling101

March 5, 2019
4 of 67

It's time to get back to the basics of good recycling.

The fact is that some recycling actions make a bigger impact than others. So please remember these three basic rules the next time you recycle:



Recycle empty plastic bottles, cans, paper and cardboard.



Keep food and liquid out of your recycling.



Empty recyclables directly into your cart.
NO bagged recyclables.
Return plastic bags to a local grocer.

You'd be amazed by how big of an impact just following these simple rules can have!

But what about the other materials we encounter in our day-to-day lives?

Use these recycling rules, expert tips, and dispel all recycling myths to be an effective recycling ambassador every day.

Identify the myths of recycling and become an expert.



MYTH: Most Americans recycle all they can.

ANSWER: False

Research shows convenience and commitment are required for maximum recycling. For instance, is there more than one location in a household to store recyclables? If not, recyclables in areas other than the kitchen get thrown away. Additionally, is there only one

committed recycler in a household (usually) the person who picks up after everyone)? If so, studies indicate making this a family/partner affair, where everyone participates, allows the most recycling of the right materials.



MYTH: The recycling arrows (Mobius) on a container mean it is recyclable at a Material Recovery Facility (MRF).

ANSWER: Only in some cases

Manufacturers strive to get eco-friendly information on their product labels. It sells. The FTC requires that a product have at least 60% access to local programs (like Material Recovery Facility processing) across the U.S. to include the Mobius on their products. However, the Mobius is not a reliable

indicator of whether something gets recycled. There are thousands of plastic products and packaging, and each one has its own unique chemical recipe. Many plastics cannot be made into new products at this time. Recycle plastics by shape: bottles, jars, jugs, and tubs.



MYTH: Containers must be squeaky clean in order to be recycled.

ANSWER: False

While all bottles, cans, and containers should be clean, dry, and free of most food waste before you place them in your recycling container, they don't need to be spotless. The goal is to make sure they

are clean enough to avoid contaminating other materials, like paper. Try using a spatula to scrape cans and jars, or using a small amount of water and shake to remove most residue.



MYTH: It doesn't matter if something belongs in the recycling cart, the hauler will sort everything anyway.

ANSWER: False

There are increasing amounts of non-recyclables sent to Material Recovery Facilities, and every single one of them must be removed by hand by trained staff and/or mechanically sorted, or they end up contaminating high value recyclables. Non-recyclable garbage placed into recycling containers increases the cost of the recycling process and will increase the cost of garbage and recycling collection service.

Similarly, recyclable items placed into garbage containers are usually hauled to a landfill. Recyclables in a landfill cannot be recovered effectively. Even if further processing takes place, the full value is lost. The right thing to do is to put all the right recyclables in the recycling container and non-recyclables into the garbage containers. Recyclables with the greatest impact are bottles, cans, and paper.



MYTH: Hoses, tanks, shower curtains, swing sets, etc. are made of plastic, so they must be recyclable.

ANSWER: False

If it's not "bottles, cans, or paper" it probably doesn't belong in your curbside mixed recycling cart and may even require special handling. Just because an item is made from plastic, or contains plastic

parts, doesn't mean recycling facilities can handle it. There are other resources (e.g., Earth911.org) that can help answer questions about what to do with non-recyclables or household hazardous waste.



MYTH: All types of glass bottles and jars are recyclable.

ANSWER: Varies by jurisdiction

Glass recycling varies by jurisdiction. Glass collection varies widely in communities across the U.S. Some communities collect glass at drop off locations only, some collect glass separately at the curb or with other containers, and many include glass with all other recyclables. Bottle

bill laws in CA, CT, OR, IA, MI, ME, VT, MA, NY allow for the return of a per-bottle deposit when bottles are returned to return-centers or retailers for recycling. Please refer to your community's website for information on glass recycling in your local community.



MYTH: Aerosol cans are acceptable in the recycle bin.



ANSWER: Varies by jurisdiction

Most of recycling programs accept empty/dry aerosol cans. Aerosol cans without the caps are recyclable if they are empty/dry. If they are not, then they could be dangerous. Some fires are caused in baler chambers from trace amounts of can chemicals, and cans have been known to become projectiles when densified/





baled if propellant is still present. Waste Management facilities and commodity vendors accept steel, mixed metal, and aluminum aerosol packages. Multi-material aerosol packages are not recyclable. There is no gray area here from a processor standpoint. However, some cities still list aerosols on their no-recycle lists. Check with your local municipality for further information.

Understanding basic recycling rules and tips.

RECYCLE ALL BOTTLES, CANS, PAPER, AND CARDBOARD

Item	Rule	Expert Tip
Plastic Bottles & Containers 	Recycle plastics like empty bottles, jars, jugs, and tubs by their shapes. Chasing arrows don't necessarily indicate recyclability.	Caps are now recyclable, but you must put them back on empty containers before tossing in the bin.
Food & Beverage Cans 	Recycle all empty tin, aluminum, and steel cans.	Empty aerosol cans can also be recycled. If the can has a plastic lid, you should remove it.
Paper 	Paper, newspaper, and magazines are good to recycle.	Soiled and wet paper should be placed in the trash.
Flattened Cardboard & Paperboard 	Flatten and recycle all cardboard and paperboard.	Break down and flatten cardboard boxes to make room for more materials to fit in your recycling.





NO PLASTIC BAGS

Item	Rule	Expert Tip
NO Bagged Recyclables 	Do not bag recyclables. They must be loose in the bin!	If you store your recyclables in a bag, simply dump them out when you get to your bin and reuse the bag!
NO Plastic Bags 	Plastic bags are included in a few curbside programs, check with your local program.	Do not bag recyclables. Plastic bags get tangled in equipment and threaten worker safety. Find where you can recycle them at plasticfilmrecycling.org .
NO Plastic Wraps & Film 	Plastic wrap, bubble wrap, plastic sandwich bags, and freezer bags should not go in the recycle bin.	Reuse whenever possible for presents, moving, or storage of similar items.
NO Flexible Packaging 	Flexible packaging like chip bags and juice or soup pouches cannot be recycled in curbside programs.	This type of packaging is made from multiple materials preventing it from being recycled. It must be trashed.





TRASH IT INSTEAD

Item	Rule	Expert Tip
NO Garden Hoses, Rope, Leashes, Wire & String 	Garden hose, rope, leashes, wire, and string should never go in the recycle bin.	These wrap around equipment, threaten the safety of MRF workers, and can shut down entire recycling centers! Ensure they only go in the trash.
NO Dirty Diapers 	Dirty diapers' and pet waste's yuck factor increase when they end up where they shouldn't—the recycle bin!	These will soil all of the recyclables, turning the load to trash. Trash these instead and keep recyclables clean.
NO Cups with Plastic or Wax Coating 	Cups with plastic or waxed coatings are not recyclable.	The plastic lid should be trashed as well.
NO Polystyrene Foam & Plastic 	Polystyrene foam and plastic "to-go" containers and cups are made of unrecyclable materials, and cannot be collected curbside.	Packing peanuts aren't recyclable either, however some shipping stores will take peanuts back for reuse.

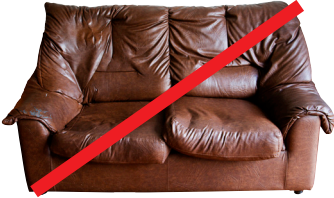



KEEP ITEMS CLEAN AND DRY

Item	Rule	Expert Tip
NO Food Waste 	Scrape out all cans and jars, empty liquids, and put scraps in the compost.	Food scraps and liquids may seem harmless, but they could turn a whole load of recycling to trash.
NO Soiled Paper Towels 	Soiled paper towels, napkins, and tissues are not recyclable.	Compost the soiled stuff, and remember to recycle the paper towel cardboard tube.
Food & Beverage Containers 	Recycle empty milk cartons, juice boxes, and food cartons.	Make sure containers are completely empty to avoid contamination.
Pizza Boxes 	Cardboard pizza delivery boxes without leftovers, grease, or liners should be recycled.	Tear off the soiled parts and recycle the rest.


COMMON RECYCLING MISTAKES

Item	Rule	Expert Tip
Glass Bottles & Jars 	Glass recycling rules vary by city, county, and state.	Check for local recycling programs – there could be drop off locations, curbside pickup, and comingled options.
NO Needles 	Medical waste doesn't belong in curbside recycling or waste!	Needles can cause serious injuries to workers, so dispose of them in a safe container like our MedWaste Tracker box , or contact your local service provider.
NO Scrap Metal, Auto Parts & Tires 	Metal waste (car parts, propane cylinders, lawn mowers, and microwaves) cause damage and are safety hazards if put in curbside recycling or waste bins.	Check locally for special collection options or take them to a local retailer or scrap recycler for donation or proper recycling.
NO Large Household Items 	Commonly, household items such as clothing, textiles, shower curtains, swimming pools, and fencing don't belong in the recycle or waste bin.	Check local programs for local reuse and recycling options first, before putting them in your waste bin.

COMMON RECYCLING MISTAKES

Item	Rule	Expert Tip
NO Furniture 	Furniture does not belong in curbside recycling or trash collection!	While very damaged or unusable furniture is best suited for your local junkyard, many organizations accept donated furniture they can resell to the public.
NO Appliances 	Appliances are not accepted in curbside recycling or trash collection.	Organizations like Habitat for Humanity's ReStore accept new and gently used appliances for donation and resell them to the public. For proper disposal, check with your manufacturer or take the item to your local transfer station.
NO Electronics 	Televisions, laptops, and small electronics like cellphones are not accepted in curbside recycling or waste bins. In some states, these materials are even banned from your bins!	Check for local e-waste programs that often accept these items for donation and refurbish them to give them another life or can ensure they are properly recycled.
NO Batteries 	Batteries can destroy recyclable material and even worse – they injure workers and cause fires! Lithium-ion batteries and other batteries don't belong in curbside recycling or trash containers.	Order a Waste Management Recycle By Mail battery kit, or contact your local service provider for a convenient solution.

COMMON RECYCLING MISTAKES

Item	Rule	Expert Tip
<div><div>NO Clothing/Textiles</div><div></div></div>	Clothing, rugs, bedding, and other textiles are not recyclable. They can be placed in the trash or given a second life through reuse.	Goodwill, Salvation Army, Value Village, and other organizations that take donated items often accept textiles. Even textiles that are unusable can live a second life as new products such as insulation or furniture stuffing.



Find more recycling resources like posters,
bin labels, videos, and activities at
www.RecycleOftenRecycleRight.com
#Recycling101



Sandy City Council
March 5, 2019

Recycling Update



Sandy City Recycling Numbers

4,027

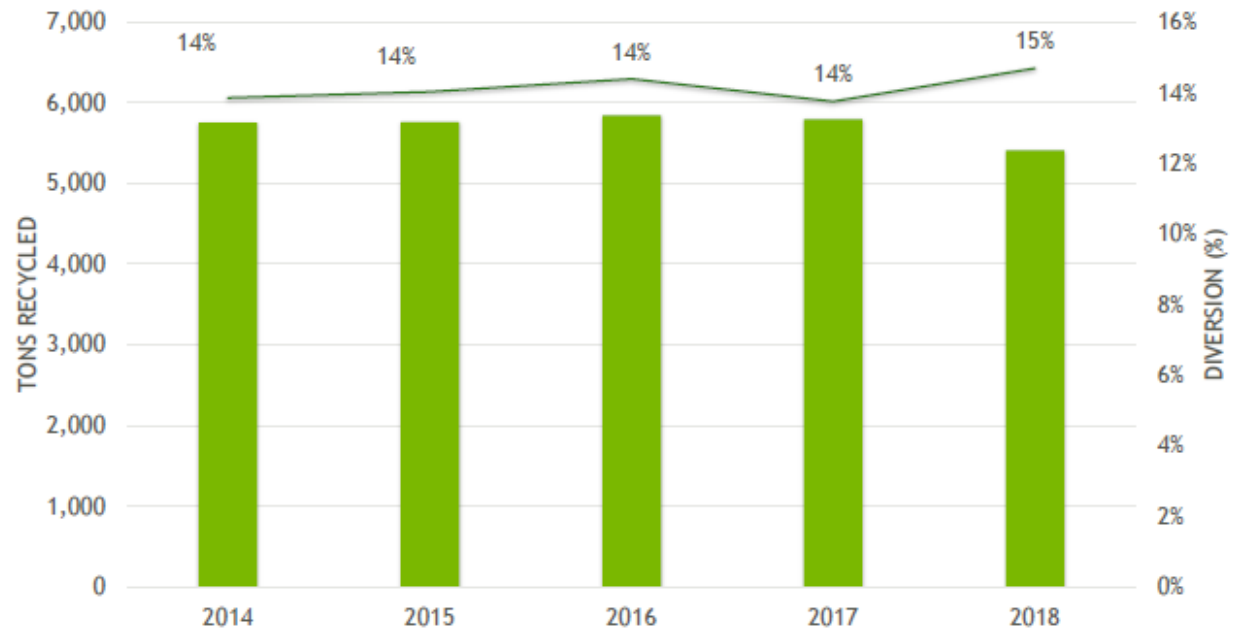
TONS RECYCLED IN 2018

.....

TOTAL DIVERSION (%)
GOES UP, WHILE
TONNAGE GOES DOWN



RESIDENTIAL MATERIAL DIVERTED FROM LANDFILL ANNUALLY



Sandy City Recycling Numbers

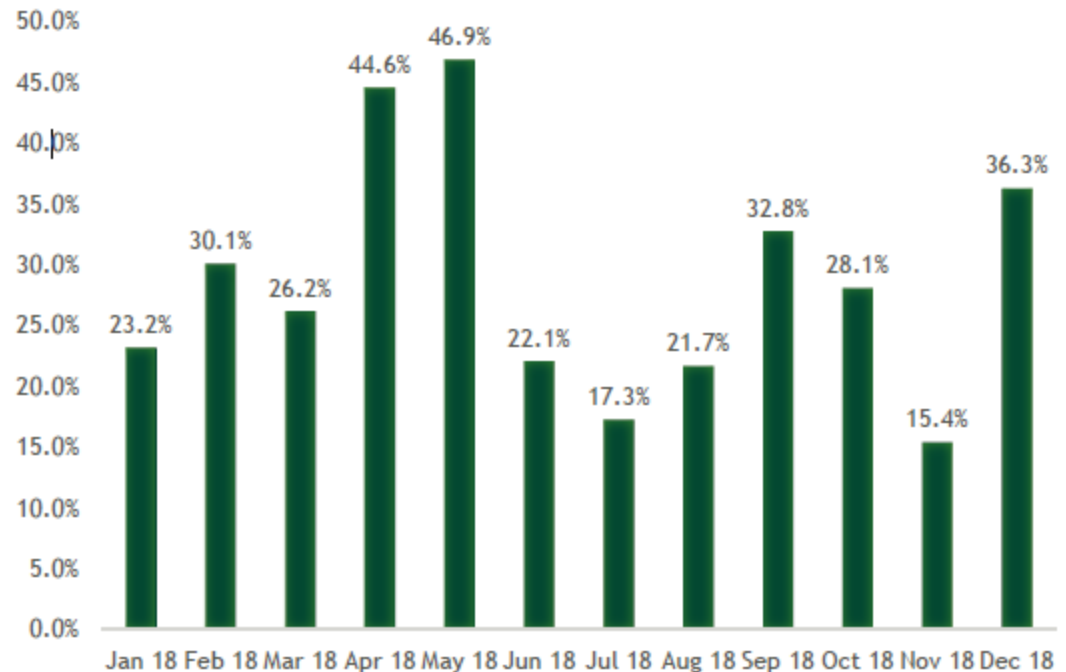
27.1%

AVERAGE
CONTAMINATION

.....

An estimated 1,378 tons of trash were sent to be recycled in 2018. Sandy City can do better.

2018 AUDIT CONTAMINATION LEVEL



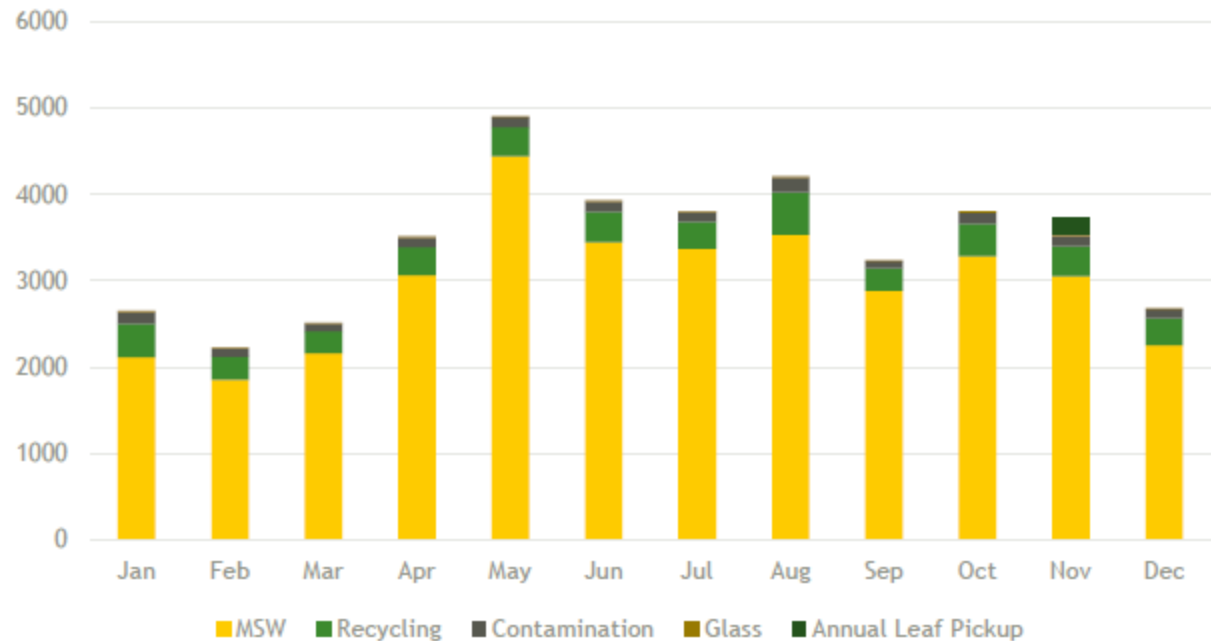
Sandy City Recycling Numbers

11%

AVERAGE DIVERSION

VOLUME INCREASES
IN WARMER MONTHS

TONS OF RESIDENTIAL MATERIAL
COLLECTED IN 2018



TANGIBLE BENEFITS

Recycling 4,027 tons in 2018 in
Sandy City made an impact.



with electricity saved by
recycling



with water saved by
recycling

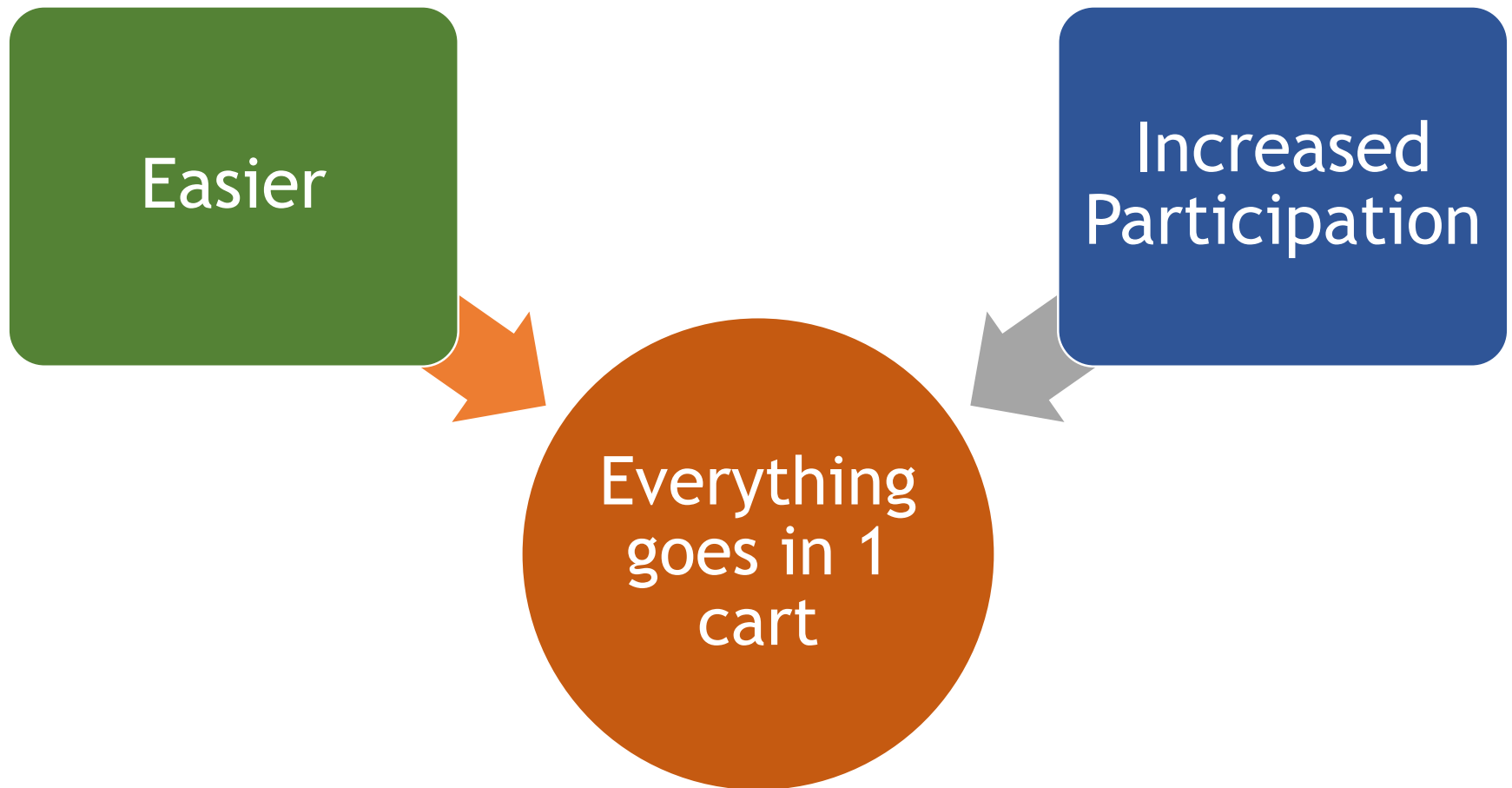


saved by recycling

THINK GREEN



Why use “Single Stream Recycling?”



Acceptable Materials

- Cardboard & Paperboard (e.g. cereal boxes)
- Paper (printed, writing paper, mail)
- Plastic Bottles & Containers (Clean, Empty & Dry)
- All Metal Bottles & Cans (Steel & Aluminum)



Common Contaminants ... No No No's

NO Bagged Recyclables



NO Plastic Bags



NO Plastic Wraps & Film



NO Garden Hoses, Rope, Leashes, Wire & String



NO Dirty Diapers



NO Flexible Packaging



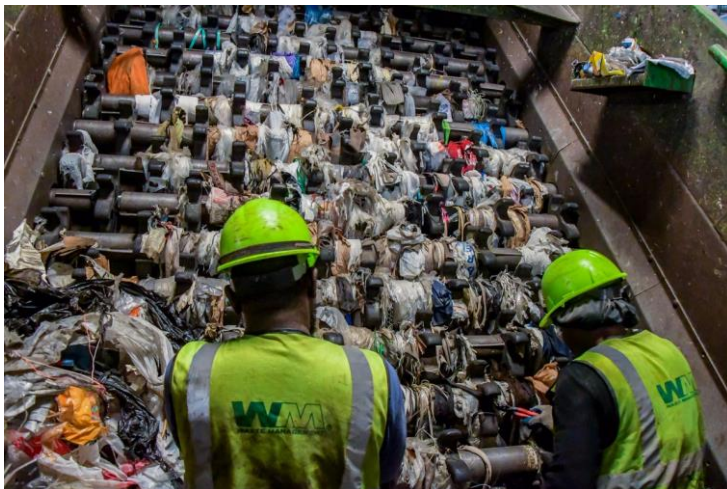
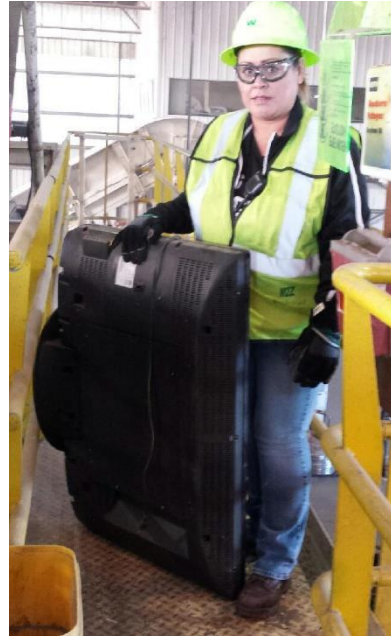
NO Cups with Plastic or Wax Coating



NO Polystyrene Foam & Plastic



Single Stream = Contamination



Current State of the Market



In 2017, over 25% of world's recyclables were imported by China, including >50% of paper & plastics. Today <2% of mixed paper goes to China with ~70K tpm believed to be landfilled



China's new import policies banning materials & limiting contamination have global impacts on recycling programs in communities across US



Operation Blue Sky = screening effort at China's ports to inspect loads, enforce material bans & 0.5% contamination limit



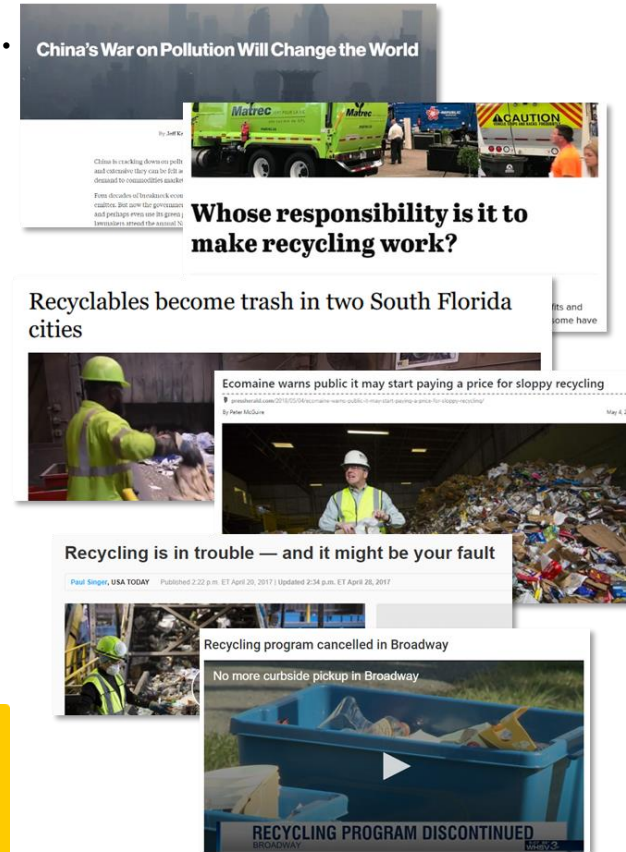
The reduction of China's markets resulted in oversupply of commodities & depressed commodity pricing. Supply is high & commodity pricing low



Cities are being forced to carefully examine their recycling programs, making difficult decisions about their rates and materials



Consumers still want to recycle and recognize its environmental value, but the economics have evolved



Increasing Contamination

The average contamination across the United States is over 28%

- **More Contamination = Increased Labor Costs**
 - ✓ Locally the MRF has had to add extra people per shift to meet new contamination reduction levels
- **More Contamination = Less Recycling Materials per Load**
 - ✓ We must pay to dispose of the trash

28% = 580 pounds of contamination

.5% = 10 pounds of contamination in a ton of recyclables (China threshold)



WM's Response to New Mandates

- **WM continues to move commodities, although at lower prices and to a broad variety of vendors across the globe:**
 - ✓ Our primary goal is to move material - avoiding landfilling/warehousing
 - ✓ Plastic is moving to domestic buyers
 - ✓ Paper is moving to domestic mills, and to India, Vietnam, Malaysia, and South Korea
 - ✓ Explore, partner and develop recycle technologies
- **Pricing and markets are likely to continue to be extremely volatile in the next few years**
 - ✓ Quality will impact pricing and movement. Quality, quality, quality is important.
- **WM has not dropped material from its curbside recycling programs**
 - ✓ There are some cities/recyclers have dropped mixed plastics from their programs

What has this meant for Sandy?

- We put forth an educational campaign to reduce contamination and educate customers on the “do’s and don’ts” of recycling
 - Waste Management MRF tours
 - Flyers “Mailer last May”
 - Facebook Live Videos
 - Recycle Often Recycle Right
- We are asking our communities to help us in this endeavor, through education sharing and cost sharing.
- Our message is “**When in doubt, throw it out.**”

We will continue to work with customers to improve quality at the curb, and to diversify end markets.

It's time to get back to the basics of good recycling.



Recycle empty plastic bottles, cans, paper and cardboard.



Keep food and liquid out of your recycling.



Empty recyclables directly into your cart. NO bagged recyclables. Return plastic bags to a local grocer.

Social Media & Bill Insert Outreach



**RECYCLE OFTEN.
RECYCLE RIGHT.**



Always recycle:



**Empty Plastic Bottles
& Containers**



**Empty Food &
Beverage Cans**



**Empty Glass
Bottles & Jars**



**Clean Cardboard
& Paperboard**



Clean Paper

Do NOT put in your recycling cart:



NO Food or Liquids



NO Plastic Bags or Film
(Do not bag recyclables)



**NO Clothes or
Bedding**









**NO Foam Cups
or Containers**




NO Yard Waste

RecycleOftenRecycleRight.com
2017






wastemanagement
6,411 subscribers

[HOME](#)
[VIDEOS](#)
[PLAYLISTS](#)
[CHANNELS](#)
[DISCUSSION](#)
[ABOUT](#)

The People of Waste Management

4,288 views • 2 months ago

This video is a story about people. Our people. Our family. It's a story about humans helping other humans, even when no-one is looking. When we take care of our Waste Management family first, they can then take care of the world and all of our constituents – our customers, our communities, our investors and our environment.



Waste Management

October 16 at 9:22 AM · 🌐

Plastic bags can disrupt our recycling process. Please remember to keep plastic bags out of your recycling bin. Learn how to recycle right at RORR.com

BUY, FILL, GONE.

1.9K views • 9 months ago

clutter is definitely something to sing about... www.thebagster.com



Tagging Contaminated Carts

CONTAMINATION NOTICE

NOTIFICACIÓN DE CONTAMINACIÓN

Account Address Dirección de la cuenta: _____

Date Fecha: _____

Your recycling container is determined to be contaminated with materials that are not accepted in the recycling program:

Se ha determinado que su contenedor de reciclaje está contaminado con materiales que no son aceptados en el programa de reciclaje:

- ☐ Plastic Bags & Materials in Plastic Bags
Bolsas de plástico y residuos en bolsas de plástico
- ☐ Furniture & Carpet
Muebles y alfombras
- ☐ Foods or Liquids
Alimentos o líquidos
- ☐ Clothing & Textiles
Ropa y textiles
- ☐ Green or Yard Waste
Residuos orgánicos o residuos de jardín
- ☐ Other Otro: _____

☐ Your container was contaminated but collected. You may receive a contamination charge.

Su contenedor estaba contaminado, pero fue recolectado. Es probable que reciba un cargo por contaminación.

☐ Your container was substantially contaminated and had to be picked up by a trash truck. You may receive an additional charge as a result of handling the contamination.

Su contenedor estaba contantemente contaminado y tuvo que ser recogido por un camión de residuos sólidos. Es probable que reciba un cargo adicional por el manejo de la contaminación.

If you have any additional questions about what can and can't be recycled, please visit www.RORR.com
Si tiene preguntas adicionales sobre lo que se puede o no reciclar, visite por favor www.RORR.com

Contamination Policy

To avoid future notices and fees, make sure to sort your recyclables accordingly. Recycling containers are considered contaminated if they include solid waste (trash), organic/yard waste materials, or other non-recyclable materials.

Política de contaminación

Para evitar futuras notificaciones y cargos, asegúrese de clasificar sus materiales reciclables según corresponda. Los contenedores de reciclaje se consideran contaminados si contienen residuos sólidos (basura), residuos orgánicos/residuos de jardín u otros materiales no reciclables.



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Your recycling has garbage in it.
Hay basura en su reciclaje.

We found one or more of the following items:
Encontramos uno o más de los siguientes artículos:

- ☐ Recyclables bagged in plastic bags
Artículos reciclables en bolsas de plástico
- ☐ Loose plastic bags
Bolsas de plástico sueltas
- ☐ Dirty/wet items (like food and liquids left in your recycling)
Artículos mojados y/o sucios (no deje alimentos o líquidos en sus artículos reciclables)
- ☐ Non-recyclable items (like garden hoses or propane tanks)
Artículos no reciclables (como mangueras de jardín o tanques de gas propano)
- ☐ Other Otro: _____

When in doubt, leave it out.
Si tiene alguna duda, déjelo afuera.

Your Waste Management Driver - Su conductor de Waste Management

- ☐ As a courtesy, we picked up your recycling. Please keep garbage out to avoid service interruptions or penalties.
Como cortesía, recolectamos su reciclaje. Por favor mantenga la basura fuera para prevenir interrupciones de servicio o penalizaciones en el futuro
- ☐ We had to leave your recycling behind. Please sort out the garbage and we'll try again on your next service day.
No pudimos recolectar su reciclaje. Por favor saque la basura y tratemos de nuevo el próximo día de servicio

Customer Service 661-947-7197
Servicio al Cliente

Please tear here - Por favor recorte esta sección

ADDRESS DIRECCIÓN _____

DRIVER CONDUCTOR _____

ROUTE # NO. DE RUTA _____ DATE FECHA _____



March 5, 2019
31 of 67

THINK GREEN.®

Why WM Continues To Be the Right Partner Through This?



WM is a committed partner, creating shared value & long-term solutions for our customers



RECYCLE OFTEN.
RECYCLE RIGHT.

WM is the only company that has invested in a national, comprehensive, turn-key education program





WM provides security, stability & peace of mind





WM is committed to single-stream recycling, WM Utah received approval to build \$15 Million Dollar Recycling Facility

Waste Management Resources




[Myths](#)[Resources](#)[Get Started](#)[Newsroom](#)[Social](#)






Recycle all my empty bottles, cans, and paper.



Keep foods and liquids out of my recycling.



Keep plastic bags out of my recycling.



Staff Report

File #: 19-040, **Version:** 1

Date: 3/5/2019

Agenda Item Title:

Risk Management presenting an overview of risk management fund operation and policies.

Presenter:

Chase Parker

Description/Background:

This presentation was requested by Council Member Fairbanks.

Recommended Action and/or Suggested Motion:

Information only. No action required.

Insurance Schedule

Date Prepared: January 31, 2019

Prepared for:
Sandy City CorporationMoreton & Company
Page 1 of 5

Coverage	Policy Number	Effective Date	Expiration Date	Company
1. Public Entity Excess Liability	30000391	10/01/2018	10/01/2019	STATES SELF-INSURERS RISK RETENTION GRP
Coverage – Public Entity Liability & Management Practices Liability –Includes: General Liability, Auto, Public Officials, Law Enforcement Liability and Errors & Omission Liability				
Limit:	\$10,000,000	Self-Insured Retention: \$1,000,000		Premium \$88,624.00
Coverage	Policy Number	Effective Date	Expiration Date	Company
2. Commercial General Liability	CIP372256	11/21/2018	11/21/2019	Atain Specialty Insurance Company
Coverage written on Per Occurrence – 3 Dwellings (Landlord Liability)				
General Aggregate				\$1,000,000
Products/Completed Operations Aggregate				\$1,000,000
Each Occurrence				\$1,000,000
Personal and Advertising Injury				\$1,000,000
Fire Damage Legal Liability				\$100,000
Medical Expense Limit (Any one person)				\$5,000
Deductible				\$500
Premium \$888.00 M.P.				
Coverage	Policy Number	Effective Date	Expiration Date	Company
3. Commercial General Liability	KKO0000021910200	05/01/2018	05/01/2019	National Casualty Company
SPECIAL EVENT LIABILITY COVERAGE – Per Annual Schedule				
Coverage written on Occurrence Form				
General Aggregate				None
Products/Completed Operations Aggregate				\$5,000,000
Each Occurrence				\$1,000,000
Personal and Advertising Injury				\$1,000,000
Fire Damage Legal Liability				\$ 300,000
Medical Expense Limit (Any one person)				NC
Premium \$19,586.00				

Insurance Schedule

Date Prepared: January 31, 2019

Prepared for:
Sandy City Corporation**Moreton & Company**
Page 2 of 5

Coverage	Policy Number	Effective Date	Expiration Date	Company
4. Excess Liability	XK0000021910300	05/01/2018	05/01/2019	National Casualty Company

Commercial Umbrella/Excess: SPECIAL EVENTS EXCESS LIABILITY COVERAGE – Following Form

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Premium \$2,648.00

Coverage	Policy Number	Effective Date	Expiration Date	Company
5. Special Event General Liability	AAPN17929021	8/10/2018	8/13/2018	ACE Property & Casualty Co.

HOT AIR BALLOON FESTIVAL – Location Specific: Airmet @ Storm Mountain Park & City Promenade, Sandy, UT

Additional Insureds: Kent Barnes & Mike Bauwens

Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Medical Expense – Any one person	\$ 2,500

Premium \$4,069.00

Coverage	Policy Number	Effective Date	Expiration Date	Company
6. Executive Risk Crime & Cyber Package	106425554	12/11/2018	12/11/2019	Travelers Casualty & Surety Co. of America

Coverage -Combination Crime - Government Entities Includes Form A, B,C,D,E,F & G
Employee Theft, Forgery or Alteration , Money & Securities Inside & Outside, Counterfeit Money, Computer Fraud Funds Transfer Fraud
Limit \$1,000,000 Deductible \$10,000**Coverage -Faithful Performance of Duty for Govt. Employees**
Limit \$500,000 Deductible \$10,000**Coverage -Cyber Liability – Third Party Liability & First Party Liability Coverage**
Limit \$3,000,000 Deductible \$25,000**Premium \$23,631.00**

Insurance Schedule

Date Prepared: January 31, 2019

Prepared for:
Sandy City Corporation**Moreton & Company**
Page 3 of 5

Coverage	Policy Number	Effective Date	Expiration Date	Company
7. Commercial Property Package	SH125	10/1/2018	10/1/2019	Affiliated F.M.
Blanket Property – Policy Limit \$171,940,800				
Coverage: All Risks of Physical Loss or Damage Deductible \$ 25,000..				
Sub Limits				
\$ 5,000,000	Parked Autos – Valued under \$50k	Deductible: \$25,000		
\$50,000,000	Earth Movement Aggregate	Deductible: \$100,000 or 1% WEG		
\$25,000,000	Flood Aggregate	Deductible: \$100,000 except \$500,000 at Golf Course		
				Premium \$194,311.00
				Ins. Fee \$ 6,000.00
<hr/>				
Coverage	Policy Number	Effective Date	Expiration Date	Company
8. Misc. Property	B0507XEQ1495518	10/01/2018	10/01/2019	Lloyds of London
Excess Earthquake Coverage				
Description				
EXCESS EARTHQUAKE				
				Limits
				\$3,355,300
Location# 1 440 East 8680 South (Rec Center Bldg) Underlying Limit \$2,000,000				Premium \$9,059.00
<hr/>				
Coverage	Policy Number	Effective Date	Expiration Date	Company
9. Commercial Property Package	SH123	10/01/2018	10/1/2019	Affiliated F.M.
Property Location Specific – Hale Center Theater				
9900 S. Monroe St. Sandy, UT				
Policy Limit Including Business Interruption				
\$76,000,000 Coverage: All Risks of Physical Loss or Damage Deductible: \$10,000				
Sub-Limits				
\$50,000,000	Earth Movement Aggregate	Deductible: \$100,000 or 1% WEG		
\$50,000,000	Flood Aggregate	Deductible: \$100,000		
				Premium \$67,205.00
				Insp. Fee \$ 2,500.00

This Schedule is only a brief outline of coverages provided. Please refer to your policy for terms, conditions and exclusions.

Insurance Schedule

Date Prepared: January 31, 2019

Prepared for:
Sandy City Corporation

Moreton & Company

Page 4 of 5

Coverage	Policy Number	Effective Date	Expiration Date	Company
10. Misc. Inland Marine	MKL4IM0047030	10/01/2018	10/01/2019	Evanston Insurance Company

Inland Marine--Physical Damage Coverage -- High Valued Vehicles \$8,960,600

Coverage -Scheduled Property Floater

Limit	\$2,500,000 Per Occurrence	Deductible	\$50,000 Per Occurrence
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Premium \$60,825.00

Coverage	Policy Number	Effective Date	Expiration Date	Company
11. Worker's Compensation	1638871	01/01/2019	01/01/2020	Workers Compensation Fund

Workers Compensation Coverage**Employers Liability Coverage**

Each Accident	\$1,000,000
Policy Limit	\$1,000,000
Each Employee	\$1,000,000

State of Exposure: UT

Classification	Code	Payroll
Street Or Road Maintenance Construction/ Municipality (UT)	5509	\$1,434,711
Firefighters & Drivers	7710	\$5,507,615
Clerical Office Employees (NOC)	8810	\$7,556,323
Municipal Employees (UT)	9417	\$21,294,990
Firefighters--volunteer & Drivers (ut)	7711	\$Included

Premium \$242,160.00

Insurance Schedule

Date Prepared: January 31, 2019

Prepared for:
Sandy City Corporation**Moreton & Company**

Page 5 of 5

Coverage	Policy Number	Effective Date	Expiration Date	Company
12. Public Official Bond	0573611	07/01/2018	07/01/2019	Cincinnati Insurance Company

Coverage: Public Treasurer, Helen Kurtz, Principal - Bond Limit \$2,500,000 Premium \$2,175.00

Coverage	Policy Number	Effective Date	Expiration Date	Company
13. Unmanned Aircraft -Drone Liability	9015634	12/20/2018	12/20/2019	Global Aerospace Ins. Co.

Coverage: Liability \$1,000,000 Limit Medical Payments \$5,000 Limit Hull Value \$7,000
2018 DJI Innovations Matrice 200 & Digital Camera Premium \$1,512.00

Coverage	Policy Number	Effective Date	Expiration Date	Company
14. Commercial Package	GPPAPF605591603	10/01/2018	10/01/2019	AAIC -American Alternative Insurance Co

Named Insured: RDA of Sandy**Commercial Property Coverages****Subject of Insurance**

Combined Bldg & Per Prop

Limit	Ded.
\$417,646	\$5,000

Cause of Loss
Direct Physical Loss

Valuation
R.C.

Commercial General Liability – Occurrence Form

General Aggregate \$3,000,000
Products/Completed Operations Aggregate \$3,000,000
Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Fire Damage Legal Liability \$1,000,000
Medical Expense Limit (Any one person) \$10,000

Additional Coverages:

Limit	Aggregate
Cyber Liability Coverage \$1,000,000	\$1,000,000

Claims Made Form – Retro Date 10-20-2010

Public Officials Liability – Wrongful Acts \$1,000,000	\$3,000,000
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Claims Made Form – Retro Date 10-20-2010

Commercial – Umbrella / Excess Liability Following Form \$1,000,000	\$1,000,000
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Retro Date 10-20-2010 Premium \$16,832.00



Staff Report

File #: 19-066, **Version:** 1

Date: 3/5/2019

Agenda Item Title:

City Council update regarding the scope of a proposed investigative committee

Presenter: Mike Applegarth

Description/Background:

The attached draft RFP, if moved forward, may still be reviewed by the Risk Manager and the City Purchasing Agent

**SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
JANUARY 2018**

REQUEST FOR PROPOSAL:

All sealed proposals will be opened privately by the City Purchasing Agent and the City Council Executive Director. Proposals will be evaluated to determine that the functional requirements of the City are met. An award will be made after the appropriate approvals have been received.

THIS IS NOT AN ORDER

PROJECT: "WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL"

REQUIREMENTS:

Proposals must be returned no later than **10:30 a.m. Wednesday, March 27, 2019** to the Purchasing Department at the City Hall, 10000 Centennial Parkway, Room 330, Sandy Utah. Proposals should reflect the best and most competitive offers. However, Sandy City reserves the right to negotiate best offers prior to final award.

Proposals received after the deadline shall not be considered and will be returned unopened, to the offerer.

Proposals should be submitted in a sealed envelope which is clearly marked "WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL", along with the name and address of the submitter.

Insurance will be required in accordance with "Exhibit A" attached.

See attached specifications.

Submit **TWO (2)** copies of your proposal and any other related material.

For further bid information contact Erica Langenfass, Purchasing Department (801) 352-4477. Any questions in regards to the services requested contact, Mike Applegarth, City Council Executive Director, (801) 568-7107.

The right is reserved to reject all proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of Sandy City Corporation. **ALL PROPOSALS THAT MEET IN PART, EXCEED OR ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.**

**SANDY CITY CORPORATION
ERICA LANGENFASS
PURCHASING AGENT**

SANDY CITY
WATER EVENT INVESTIGATIVE SERVICES

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to be descriptive and non-restrictive. These specifications set forth the minimum acceptable requirements for investigative services for the Sandy City Council.

II. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes with the project title, and vendors name and address marked clearly on the face of the envelope. In order to be considered for award, the respondent must complete all questions and submit their response, signed by an officer of the company, on or before the specified date and time for the proposal submittal.

III. PROPOSAL SHEET

All prices and notations shall be typewritten. No erasures will be permitted.

IV. SIGNATURE ON PROPOSAL SHEET

Your proposal must be signed by an authorized representative of the company named thereon. The signature on this proposal shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the proposal.

V. PROPOSAL EVALUATION CRITERIA

The City shall be the sole judge as to which proposal constitutes the "lowest and/or most responsible offer". Price is only one consideration. Qualifications, experience, and references will be considered in the awarding of the contract.

VI. INSURANCE REQUIREMENTS

Insurance will be required in accordance with Exhibit "A" attached to this request for proposal. Bidders should examine these insurance requirements and be prepared to present proof of insurance certificates upon acceptance of proposals. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

**SANDY CITY
SPECIFICATIONS FOR WATER EVENT INVESTIGATIVE SERVICES**

Sandy City is soliciting competitive sealed proposals from qualified vendors for investigative and audit services to be performed for the Sandy City Council for over an unspecified period commencing upon the date of execution of the council legal services agreement. The investigation and audit will encompass the Sandy City response to a water event that resulted in increased levels of fluoride in a portion of the Sandy City water system. Responses must contain, in writing, all the terms and conditions of the proposal being made. Respondent agrees to provide all necessary manpower, equipment, materials, and documentation to perform the required services specified in this request:

- A) Provide a detailed audit of Sandy City's communication efforts surrounding the water event to include a SWOT (strengths, weaknesses, opportunities, threats) analysis. The audit should look both at internal communication (department to department) and external communication (City to public).
- B) Provide a detailed audit of the emergency management response to the water event by the City to include a SWOT analysis. This audit should pay special attention to current City emergency management protocols and practices and whether or not they were followed during the response to the water event.
- C) Provide an investigation into the cause of the water event and any responsible parties.
- D) Provide an investigation and research into the potential for any short and longterm health impacts of the water event for people, pets, and livestock.
- E) Provide an investigation and research into the potential for any longterm property damage caused as a result of the water event.
- F) Following all audits, investigations, and research provide the City Council with findings and recommendations, identifying any gaps in the overall response to the water event.

POWERS TO BE GRANTED TO VENDOR AS A INVESTIGATIVE COMMITTEE

- A) Any powers of inquiry considered necessary by the City Council.

ADDITIONAL INFORMATION, REQUIREMENTS, AND QUALIFICATIONS

- A) Your proposal must include a description of qualifications and background for you and for all employees that will work for you providing services to Sandy City. (This information will be kept confidential.) This description must include:
 - 1. Name, address, phone number and date of birth of all employee(s) who will work under the contract.
 - 2. Identification of the individual who will serve as the lead.
 - 3. Previous background and experience of each employee.
 - 4. Description of previous experience in offering the required services specified in this request.
 - 5. List of all local governments currently served by the firm.
 - 6. Contact information of three client references.
- B) Areas of Performance and Effectiveness: The Sandy City Council recognizes that a successful vendor will demonstrate these qualities:
 - 1. Competence – doing things right (professional knowledge, investigative, research and analytical capabilities).
 - 2. Ethical leadership – doing the right things (principle-centered).
 - 3. Adhering to legal policies and procedures (promoting the public interest).
 - 4. Professional conduct (emotional and mental fortitude).
 - 5. Collaborative mindset (non-adversarial).

- C) Proposal must include the physical address of current office location(s), and other pertinent contact information.
- D) Description of the vendors view of their responsibilities to the City Council in the provision of investigative services
- E) Copy of malpractice/liability insurance certificate as described in the attached "Exhibit A".
- F) Conflict of Interest: Indicate whether the designated vendor currently represent, or have represented in the past ten years:
1. Any client whose representation may conflict with the ability of the firm to to provide investigative services the City Council.
 2. Any person(s) currently employed with and/or serving as an elected official of Sandy City.
- G) Fees:
1. Vendors desiring to be considered for City Council investigative services shall indicate the hourly rate for services provided.
 2. Vendors shall indicate all other costs and reimbursables including meeting attendance, travel (per mile), telephone, printing costs, etc.
- H) The selected firm will execute an agreement (which will drafted by the City) for council investigative services and said agreement can be terminated upon thirty (30) days written notice by either party.
- I) Provide organizational information as detailed below:
1. Identify the individual(s) with whom the city is contracting if an award is made.
 2. Provide a copy of the most current business entity information identifying the names, business addresses and contact information regarding officers and directors of your business entity. If some of the information differs from that which is on file with the Utah Department of Commerce, please explain the differences.
 3. Please provide an organizational chart which identifies the lines of responsibility between the contracting vendor and all employees and any other personnel that would be assigned to provide services to the Sandy City Council under a council legal services agreement.

“EXHIBIT A”

**INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR:
WATER EVENT INVESTIGATIVE SERVICES FOR THE SANDY CITY COUNCIL
(2019)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS COVERAGE:** \$2,000,000 per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damages. Limits apply to this service product individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

I. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to Sandy City, except for nonpayment of premium, in which case the insurer will provide 10 days notice.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management.

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing services to the City but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.



Staff Report

File #: 19-067, **Version:** 1

Date: 3/5/2019

Agenda Item Title:
City Council Budget Workshop

Presenter: Mike Applegarth

Description/Background:
On February 12, 2019 Council decided to note their individual budget priorities, send them to the Council Director, and to discuss and compile them further on March 5, 2019.

Budget Workshop

Feb 12, 2019

Agenda

1. Budget calendar
2. Five-year history and outlook
3. Key compensation issues
4. Council member priorities

Calendar

Date	Event
Year-round	Receive citizen input through focus groups, surveys, community meetings, public comment, social media and other electronic correspondence, and personal conversations.
January	Begin developing short and long-term forecasts
February	Budget workshop with elected officials for their priorities
	Develop preliminary revenue estimates
	Finalize internal service and administrative cost studies
February – March	Review department budget requests
	Review and update fee schedule
March	Finalize revenue forecasts
	Finalize compensation plan
	Review and balance Mayor's tentative budget
March - April	Prepare and publish Mayor's tentative budget
April 16th	Present Mayor's tentative budget
April – June	Review and discuss Mayor's tentative budget
May -June	Public budget hearing
June	Adopt final budget

General Fund – Historical Overview

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget
Revenues	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667
Expenses	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667
Total	\$ -	\$ -	\$ -	\$ -	\$ -
Dollar Change	\$ 1,517,077	\$ 924,416	\$ 1,046,102	\$ 1,637,107	\$ 715,380
Percent Change	3.07%	1.82%	2.02%	3.10%	1.31%

General Fund – Historical Overview

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	5-Year Average
Revenues	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775
Expenses	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dollar Change	\$ 1,517,077	\$ 924,416	\$ 1,046,102	\$ 1,637,107	\$ 715,380	\$ 1,168,016
Percent Change	3.07%	1.82%	2.02%	3.10%	1.31%	2.26%

General Fund – Historical Overview

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	5-Year Average	2020 Estimated
Revenues	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 56,225,177
Expenses	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 52,996,720
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,228,457
Dollar Change	\$ 1,517,077	\$ 924,416	\$ 1,046,102	\$ 1,637,107	\$ 715,380	\$ 1,168,016	\$ 1,006,510
Percent Change	3.07%	1.82%	2.02%	3.10%	1.31%	2.26%	1.82%

General Fund – Historical Overview

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	5-Year Average	2020 Estimated
Revenues	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 56,225,177
Expenses	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 52,996,720
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,228,457
Dollar Change	\$ 1,517,077	\$ 924,416	\$ 1,046,102	\$ 1,637,107	\$ 715,380	\$ 1,168,016	\$ 1,006,510
Percent Change	3.07%	1.82%	2.02%	3.10%	1.31%	2.26%	1.82%

- \$1,006,510 of this is revenue growth.
- \$2,000,000 is a reduction in the transfer to Capital Projects
- Remaining balance was appropriated to one-time items in FY 2019

General Fund – Historical Overview

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	5-Year Average	2020 Estimated
Revenues	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 56,225,177
Expenses	\$ 50,895,662	\$ 51,820,078	\$ 52,866,180	\$ 54,503,287	\$ 55,218,667	\$ 53,060,775	\$ 52,996,720
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,228,457
Dollar Change	\$ 1,517,077	\$ 924,416	\$ 1,046,102	\$ 1,637,107	\$ 715,380	\$ 1,168,016	\$ 1,006,510
Percent Change	3.07%	1.82%	2.02%	3.10%	1.31%	2.26%	1.82%

We generally allocate at least \$500,000 to one-time items.

One-time Revenue Estimates

1.	General revenue for capital projects	\$1,902,000
2.	Restricted Revenues	
▪	Park Impact Fees	\$1,150,000
▪	Trail Impact Fees	42,000
▪	Fire Impact Fees	215,000
▪	Road Funds	710,000
▪	Transportation Sales Tax (UCA 59-12-2219)	2,015,000

Compensation Plan Key Issues

1. Pay Periods: There are 26.2 pay periods in FY 2020 compared to 26.0 pay periods in FY 2019. This is an anticipated cost increase of \$300,000.

2. Pay Plan

- Fiscal year-to-date turnover and other savings equates to a 1.4% savings over the current year's personnel budget. Additional turnover savings may occur.
- Estimate to fund the police and fire step and grade pay plan is \$580,000.
- Salary survey data and market review suggest the need for a 2% cost of living to all pay ranges, an additional 2% market adjustment to positions in bands 2 and 3 and an additional 1% market adjustment to positions in band 4.

Compensation Plan Continued

3. Health Plan

- The City's health insurance provider is PEHP. The FY 2020 renewal is expected to be 7% - 8%, which equates to a \$385,000 - \$440,000 premium increase.
- The SCOPE Clinic provider is Onsite Care. We anticipate 3.5% increase to clinic costs in FY 2020, which equates to a \$17,000 increase.

4. Retirement Plan

- The Utah Retirement System is proposing a rate increase to Tier 1 and Tier 2 Fire rates equating to an increase of about \$205,000. This may be mitigated by proposed legislation.
- In the last year, several cities have begun offering 401k contributions and/or matches for Tier 2 employees to help recruit and retain employees. Additionally, the Utah Legislature is considering legislation to increase the Tier 2 retirement benefit.
- Retirement plan consultant to advise regarding 401k and 457 plans

Summary

1. About \$3.2M in available ongoing revenue
 - Allocate a portion of this to one-time items
2. Approximately \$1.9M of one-time, general revenue for capital projects
3. About \$4.1M of restricted revenue for capital projects
4. To maintain service levels and a quality workforce, the compensation plan will likely require a large portion of the available ongoing revenue

General Compensation	Infrastructure	General Compensation	General Compensation	Fund Balance to 15%	General Compensation	Targeted Fire Compensation Increase
Public Safety Benefits	General Compensation	Facilities O&M	Public Safety Compensation	Gradual Tax Increase Possible	Increase lobby funding	Increase Fire FTEs
	Fire Compensation	New Parks & Rec Building	Increase FTEs	Capital project funding plan	Parks & Trails	General Compensation
	Technology for Government Efficiency	Tax Increase Possible Tax Increase Possible		Infrastructure	No new bonding	Tax Increase Possible
	Technology: resident experience	GO Bond Possible	Facilities Environmental Upgrades	Public Safety retention	No property tax increase	Internal Services FTEs
		Targeted Fire Compensation Increase	Alternative funding strategies	Sidewalk/Safe Walking routes	Increase FTEs	

Priorities Key:

1. General Compensation	
2. Infrastructure	
3. Public Safety	
4. Increase FTEs	
5. Tax Increase	



Staff Report

File #: 19-068, **Version:** 1

Date: 3/5/2019

Agenda Item Title:

Council Member Barker requesting that the Council discuss the Cowdell-Wooley contract for outside legal services

Presenter: Council Member Barker

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective June 1, 2018, by and between the SANDY CITY, a municipal corporation of the state of Utah (the "City"), and the law firm of COWDELL & WOOLLEY, P.C. (collectively the "Firm").

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the parties hereby agree as follows:

1. Scope of Services to be Provided. Throughout the term of this Agreement, the Firm shall provide attorneys to perform legal services as requested by the Sandy City Council ("Legal Services"). The Legal Services to be provided hereunder shall include, without limitation municipal attorney services. Performance of the Legal Services hereunder by the Firm shall be subject to the Utah Code of Ethics, all applicable laws (federal and/or state), rules, regulations, and professional standards, including, without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court, as the same may be amended from time to time during the term of this Agreement (collectively, "Scope of Services").

2. Attorney Client Relationship. The Firm shall represent the Sandy City Council as the client. The Firm anticipates working collaboratively with the Sandy City attorneys' office and the administration, but the attorney-client relationship only exists with the City Council and its professional staff. The Firm shall only accept requests from and report to the council chair, vice chair, the council at large, and the executive director for the city council.

2. Fees for Legal Services and Reimbursement of Expenses. As full compensation for Legal Services performed beginning on June 1, 2018, the City shall pay the Firm the amount of \$210.00 per hour for partners and \$150.00 per hour for associates, billed monthly, which will be paid on or before the tenth day of the month following receipt of the invoice. Upon prior mutual agreement between the parties, the City may reimburse the Firm for actual expenses. In the future, the parties may also negotiate a flat monthly fee for legal services.

Effective Date and Termination. This Agreement shall become effective on the date hereof and terminate at 11:59:59 p.m. on December 31, 2019. This Agreement may be extended and renewed for additional terms. Notwithstanding anything to the contrary, either party may terminate this Agreement without cause upon 90 days' prior written notice to the other party, or the City may terminate this Agreement for significant violation of the Rules of Professional Conduct upon notice to the Firm by the City.

3. Renewal and Nonfunding. The City and the Firm acknowledge that funds are not presently available for the performance of this Agreement beyond the end of the City's next fiscal year. The City's obligation for performance of this Agreement beyond

June 30, 2019 is contingent upon funds being appropriated for payment due and providing the Legal Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the City as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated, or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the parties, and no right or action or damages or other relief shall accrue to the benefit of the other party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

5. Assignment and Delegation. The Firm shall not assign or delegate the performance of its duties under this Agreement without the City Council's prior written approval.

6. Employment Status.

- a. Official Status. The Firm shall have complete control and discretion over all attorneys, secretaries, runners, and other personnel assisting the Firm to provide the Legal Services hereunder and shall be considered to be independent contractors. All personnel providing Legal Services shall be independent contractors and not employees of the City.
- b. Salary and Wages. Except as otherwise specified in section 2 above, the City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing, or assisting the Firm to provide, the Legal Services.
- c. Employment Benefits. All personnel providing Legal Services are and shall remain employees of the Firm. All personnel providing Legal Services shall have no right to any City pension, civil service or any other City benefits pursuant to this Agreement or otherwise.

7. Public Information. The Firm understands and agrees that this Agreement and related invoices, etc., may be subject to the provisions of the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101, *et seq.*

8. Confidentiality. The Firm agrees (1) to hold confidential information in strict confidence; (2) not to disclose confidential information to any third party except upon the City's prior consent; and (3) to use reasonable precautions and processes to

prevent unauthorized access, use, or disclosure of the City's confidential information. As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, *et seq.* The Firm also agrees to obligate their employees to the same obligations imposed on the Firm as provided in this section.

9. Equipment and Facilities. For purposes of performing the Services, the Firm shall furnish and supply at its sole cost all necessary labor and supervision necessary to perform the Services. As needed, the City shall provide access to copy machines, bandwidth, server space, file storage areas, and supplies necessary and incident to performing the Services. The City may also provide work space for attorneys at the City from time to time.

10. Alcohol and Drug-free Work Place. All personnel during such time that they provide Legal Services shall not be under the influence of alcohol, any drug, or combined influence of alcohol or any drug to a degree that renders the person incapable of safely providing the Legal Services. Further, all personnel during such time that they provide Legal Services shall not have sufficient alcohol in his body, blood, or on his breath that would constitute a violation of UTAH CODE ANN. § 41-6a-502 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle) or any measurable controlled substance in his body that would constitute a violation of UTAH CODE ANN. § 41-6a-517 (without giving any consideration to or establishing the requirement of operating or being in physical control of a vehicle).

12. Agent Relationship. The City authorizes the Firm to act as its special agent to provide Legal Services within the Scope of Services. The special agency relationship shall remain in full force and effect during the term of this Agreement or any extensions or renewals of this Agreement. Provided, however, the authorization granted herein is limited to Legal Services with the Scope of Services.

13. Indemnification by The Firm and Insurance. The Firm shall defend, indemnify, save, and hold harmless the City, and its successor and assigns, from and against any and all damages, liabilities, and claims (including reasonable attorneys' fees) relating to the Scope of Services and claims related to workers' compensation. The Firm shall also maintain professional liability insurance for the duration of this Agreement.

14. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

15. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

16. Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

17. Applicable Law. The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

18. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

19. Time. Time is the essence hereof.

20. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

21. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

22. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

23. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

24. Conflicts of Interest and Ethics. The Firm represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement. The Parties understand that the City Council is the client. A representative of the Firm shall report to the Council's designee and the Council's designee shall administer the terms of this Agreement and give direction regarding the Legal Services.

Unless the Council's designee is an attorney, all matters requiring legal work or judgment shall be performed by the attorneys of the Firm and the legal work shall not be unduly influenced by the City's designee pursuant to the Utah Rules of Professional Conduct. The Firm also certifies that we do not have any conflict of interest with Sandy City. If, however an unforeseeable conflict does arise, the Firm will disclose it and not keep that confidential from either party. Before we can continue representing any party, each client must give informed consent to continue representation. We will not continue with the representation unless we can provide competent and diligent representation to each affected client. We will not continue unless it is permitted by law and the representation at issue does not include the same litigation or other proceedings that created the conflict. We also certify, that in the event that a conflict of interest does arise, we will not use any confidential information obtained to assist an adverse party.

IN WITNESS WHEREOF, the Sandy City Council caused this Agreement to be signed by its chair and attested by its clerk and delivered, and the Firm has caused the same to be signed and delivered.

SANDY CITY

By: 
KURT BRADBURN, Mayor

SANDY CITY COUNCIL

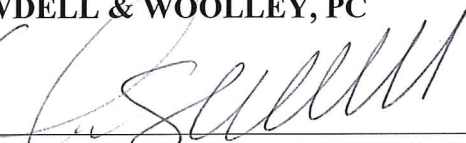
By: 
LINDA MARTINEZ SAVILLE, Chair

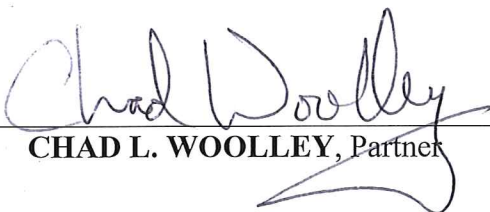


ATTEST:


MOLLY SPIRA, City Recorder

COWDELL & WOOLLEY, PC

By: 
TRACY SCOTT COWDELL, Partner

By: 
CHAD L. WOOLLEY, Partner

SANDY CITY APPROVALS

Department MA
Risk Mgt. CAP
Budget BK
Legal Form SC
Purchasing Compliance EL