MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, March 7, 2019, starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT. A Redevelopment Agency Board Meeting will be held prior to the council meeting at 6:30 p.m.

REDEVELOPMENT AGENCY BOARD MEETING – 6:30 PM

1. Opening.
2. Davis County Façade Grant.
3. Adjournment.

CITY COUNCIL MEETING – 7:00 PM

The agenda shall be as follows:

1. OPENING
   a. Provided by Council Member Stroh DeCaire.

2. RECOGNITIONS AND PRESENTATIONS
   a. Utah City/County Management Association Credential Presentation.

3. DECLARATION OF ANY CONFLICTS OF INTEREST

4. CONSENT
   a. Minutes from February 21, 2019.
   b. Award of Bid for 200 North Bridge Repair Project Test Section – Josh Belnap, Public Works Director.

5. ACTION ITEMS
   a. Interlocal Cooperation Agreement for Municipal Election Services – Shayne Scott, City Manager.
   b. Consultant Contract for Community Visioning Services – Langdon Group.

6. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)

7. COUNCIL MEMBER REPORTS

8. CITY MANAGER REPORT

9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on March 1, 2019.

Annemarie Plaizier

Annemarie Plaizier
City Recorder

STAFF REPORT

COUNCIL MEETING DATE: **March 7, 2019**
ITEM NO.: **Redevelopment (RDA) Meeting**

TYPE OF ITEM: **Action**
PRESENTED BY: **Shayne Scott, City Manager**

SUBJECT/AGENDA TITLE: **Davis County Façade Grant**

EXECUTIVE SUMMARY:

Davis County has a program by which a city may request funding for façade and signage improvements in prominent locations in the city. This grant program has $25,000 available but requires a dollar for dollar match, which would mean Kaysville City would be required to pay $25,000 if the grant were to be awarded. Staff and Davis County are looking for a commitment from the Redevelopment Agency Board to support this grant proposal. If we were to receive this grant, we would then go through a process to award the money out to a deserving business.

Council Options: Include a motion to express financial support for the grant proposal submitted by staff.
Do not move to support the grant as proposed

Recommendation: Motion to support the grant application as proposed

Fiscal Impact & Fund Source for Recommended Action:
This support will cost the city $25,000 in RDA funds.

Attachments: Agreement

Main Street/Business Facade Improvement Grant

Agreement

This agreement is entered into by and between Davis Council of Governments, Inc., dba Davis Fund for Economic Development, and ________________________ in order to provide funds for a Main Street Improvement Grant/ Business Façade Grant program. The parties agree that funds will exclusively be used for the purposes described herein. If funds have not been spent by December 31, 2020, unspent funds may, at the discretion of Davis Fund, be repaid to Davis Fund by providing 90 day notice of such demand.

PROGRAM OVERVIEW

The Davis Fund for Economic Development, on behalf of the Davis Council of Governments, Inc., is pleased to co-sponsor a grant to assist businesses along main business corridors in Davis County. The Davis Fund is making $25,000 available to each of these participating cities, with the anticipation that the cities will also provide additional funds.

1. **Purpose**: the goals of the business façade grant are to:
    a. Beautify main street areas in Davis County.
    b. Increase economic development by making businesses more attractive to businesses and patrons.
    c. Attract additional private and other sources of funds to invest in the main street areas.
    d. Support local, small businesses in Davis County.

2. **Amount available**: The amount available to an individual/business shall be determined by the participating city, not to exceed $25,000 per business or building.

3. **Eligibility**: To be eligible, businesses must meet the following.
    a. Own or rent a building located along Main Street or equivalent road in a participating city.
    b. Improvements must conform to local and national historic guidelines, if applicable.
    c. Improvements must be to the exterior and visible from the main street corridor.
    d. Compliance with building codes and zoning regulations.
    e. Applicants are encouraged, but not required, to provide own funds to support the project.
    f. Must be a business or non-profit organization in good standing with local, state, and federal laws.
    g. Improvements must be made primarily for commercial use, not residential.
    h. Improvements may be under way, but preference is given to new improvements.
    i. Eligible <u>uses</u> of funds include but are not limited to:
        i. Rehab of exterior facades including paint, siding, masonry, etc.
        ii. Upgraded doors, windows, gutters, spouts, trim, soffit and fascia
        iii. New or upgraded lighting or display areas
        iv. New or updated signage
        v. Soft costs (e.g. design costs), labor, materials, fixtures for above on-site improvements.

4. **Process**. Applicants may be required to complete competition-based application and provide all supporting materials including drawings and photos, as well as:
    a. Cities will publicize grant opportunity, and may establish at their discretion application deadline(s).
    b. Applicants provide all documentation or clarifications as requested by City staff or the Davis Fund.

c. If applicant is a tenant, the applicant must include a letter of support or other verifiable form of permission from the owner.
d. City staff will then review the applications, and make recommendations to City officials.
e. City officials will notify applicants of a decision within 60 days.
f. Enter into agreement with the City identifying scope of work and timelines.
g. Work must commence within 60 days of notification of award.
h. Improvements must be completed by December 31, 2020, unless otherwise extended in writing by the City or Davis Fund.

Davis Fund Signature: ________________________________ Date: ________________

Print name:_____________________

City Signature: _____________________________________ Date: ________________

Print name: ___________________

KAYSVILLE CITY COUNCIL
PUBLIC HEARING
February 21, 2019

Minutes of a Public Hearing held February 21, 2019 at 6:30 p.m. in the City Council Chambers of the Kaysville City Municipal Center to consider an ordinance adopting impact fee written analyses for water, power, streets, recreation, fire and police impact fees; enacting impact fees; and establishing a service area for purposes of equitable distribution of the impact fees; and related matters.

Council Members present: Mayor Katie Witt, Council Member Dave Adams, Council Member Larry Page, and Council Member Jake Garn

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, Zoning Administrator Lyle Gibson, City Recorder Annemarie Plaizier, Dean Wall

AN ORDINANCE ADOPTING IMPACT FEE WRITTEN ANALYSES FOR WATER, POWER, STREETS, RECREATION, FIRE AND POLICE IMPACT FEES; ENACTING IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF EQUITABLE DISTRIBUTION OF THE IMPACT FEES; AND RELATED MATTERS

Finance Director Dean Storey explained that over the past year the City has been working on Impact Fee Facilities Plans and the Impact Fee Analysis. Impact fees are one-time fees that are paid to the City by developers or individuals who construct new development in the city. The impact fees collected contribute to the capital costs associated with the demand that new development places on the City's capital facilities. The City has completed the Impact Fee Facilities Plans and Impact Fee Analysis in compliance with the Impact Fees Act. Copies have been made available for review within the required Public Hearing scheduled for February 21, 2019. The action required by the City Council is to adopt the ordinance. Adoption of the ordinance establishes the start of a ninety-day period before the fees can be assessed. The fees will be effective July 1, 2019 and will be included in the Consolidated Fee Schedule as part of the Fiscal Year 2020 Budget.

Mayor Katie Witt opened the Hearing.

There were no comments or questions from the public. Mayor Katie Witt closed the Public Hearing at 6:40 p.m.

KAYSVILLE CITY COUNCIL
February 21, 2019

Minutes of a regular Kaysville City Council held February 21, 2019 at 7:00 p.m. in the City Council Chambers of the Kaysville City Municipal Center.

Council Members present: Mayor Katie Witt, Council Member Dave Adams, Council Member Larry Page, Council Member Jake Garn, and Council Member Michelle Barber

Council Members excused: Council Member Stroh DeCaire

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, Community Development Director Lyle Gibson, City Recorder Annemarie Plaizier, Matt Yeates, Cooper Patane, Boston Clemens, Brody Gast, Josh Maughan, Robert Roesner, Luke Maynes, Gregory Giatras, Travis Clemens, Dallin Hoyer, Logan Shinn, Nathan Maynes, David Maughan, Brandon Maughan, Matt Alvey, Blake Alvey, Bob Larsen, Grant Larsen, Dan Reeve, Dean Wall and Paul Thompson

OPENING

Boy Scout Boston Clemens with Troop 400 provided an opening prayer.

RECOGNITIONS AND PRESENTATIONS

COUNCIL TRAINING OF BOARDS AND COMMISSIONS – NIC MILLS, CITY ATTORNEY

City Attorney Nic Mills explained that he had been asked to speak to the City Council, Planning Commission and Power Commission about the role each body has. The City Council acts as the governing body, with legislative and executive powers of the city. The Planning Commission and Power Commission acts as advisory boards to the City Council. They have the obligation to represent the city ordinances and code, and in many cases will make their recommendations to the Council who will make the legislative decision. Discussions about items should not be discussed before being reviewed by the Commissions or Council meetings.

DECLARATIONS OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Mayor Witt asked for a vote on the Consent Items.

Council Member Adams made a motion to accept the following Consent Items:

a. Minutes from January 25, 2019.
b. Minutes from February 7, 2019.
c. Soccer Jerseys Purchase – Parks and Recreation.

The motion was seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea

The motion passed unanimously.

ACTION ITEMS

AN ORDINANCE ADOPTING IMPACT FEE WRITTEN ANALYSES FOR WATER, POWER, STREETS, RECREATION, FIRE AND POLICE IMPACT FEES; ENACTING IMPACT FEES; AND ESTABLISHING A SERVICE AREA FOR PURPOSES OF EQUITABLE DISTRIBUTION OF THE IMPACT FEES; AND RELATED MATTERS

Finance Director Dean Storey explained that this item was discussed during the Public Hearing held earlier tonight. Over the past year the City has been working on Impact Fee Facilities Plans and the Impact Fee Analysis. It has been completed in compliance with the Impact Fees Act, and is ready to be adopted by the City Council. After adoption there is a ninety-day period before the fees can be assessed.

Council Member Adams asked if there was a state regulated time frame that the collected impact fees would need to be spent in.

Dean Storey responded that there is a six-year time frame and the funds are then refunded back to whomever they were collected from.

Council Members Adams commented that the parks fee is proposed to be increased significantly and it seems that, from the analysis, the only reason to justify the increase is because land costs have increased. Council Members Adams asked if the city anticipated purchasing any specific land to be used for city parks.

Dean Storey responded that the city does not currently have any plans to acquire more land to use for parks, but that does not mean that circumstances might change and we will acquire land.

Council Member Page asked when the last time an evaluation was done for the city's impact fees.

Dean Storey responded that the last study was done in 2013. The city tries to do a new evaluation every five or six years.

Council Member Garn made a motion to approve the adoption of Ordinance approving the Impact Fee Analyses for Water, Power, Streets, Parks and Recreation, Fire and Police Impact Fees; enacting impact fees and establishing a service area for purposes of equitable distribution of impact fees; and related matters, seconded by Council Member Page.

Council Member Adams said that he is concerned about the significant increase in Parks impact fees. Without a land acquisition in mind, it does not seem to justify such an exponential increase.

Dean Storey said that the cost of land was not the only factor in the proposed increase, but was a contributing factor in the study.

Mayor Witt asked if the fees could be lowered.

Dean Storey responded that the impact fees are included in the consolidated fee schedule which is reviewed with the budget. The fees can be changed with the adoption of the fee schedule. The amount shown in the impact fee analysis is the maximum amount proposed, but isn't the amount that necessarily needs to be approved. Fees can sometimes also be lowered with each study that is done.

Council Member Garn commented that impact fees adapt and adjust with current circumstances.

Mayor Witt said that a bond was taken out to pay for the first phase of Pioneer Park and asked if the parks impact fees could be used to pay off that bond?

Dean Storey responded that the city is currently using those impact fees to pay off the bond and could continue to do so.

Council Member Barber commented that there are one or two more phases of planned updates to be done to Pioneer Park. Council Member Barber suggested that a list be created showing all of the city's needs regarding park updates and improvements so that we have a better idea of what our needs are when the consolidated fee plan is reviewed.

Mayor Witt asked if the fees could be used to expand the recreation program.

Dean Storey explained that the impact fees must go towards things that match your current level of service. For instance, our current level of service does not include a recreation center and therefore we could not use the fees towards building one. We also couldn't use them towards expanding our recreational programs operationally. The fees could, however, go towards creating more pickleball courts, tennis courts or playground equipment.

The vote on the motion was as follows:

Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea
Council Member Adams, nay

The motion passed with a vote of three to one.

HISTORIC PRESERVATION COMMITTEE ORDINANCE

City Manager Shayne Scott explained that this item was reviewed by the Council at their previous meeting. As part of the discussion surrounding the possible donation of the Old Library building to be used as a museum, the Museum Committee has asked Kaysville City to look into creating a Historic Preservation Committee. This committee would work hand-in-hand with the Museum Committee on funding and grant requests. The Committee can also address other historic efforts in the city, including the new look and preservation of buildings, artifact preservation, etc. In their previous meeting, the Council suggested that the demolition timeframe outlined in the ordinance be adjusted from seven to thirty days in order to allow more time to document a building before it is demolished. The ordinance has been revised to reflect that suggestion and is being presented for approval.

Mayor Witt said that it doesn't seem fair to make a private property owner have to wait to do significant remodeling to their property until a committee could come to document their home. Therefore she would like to see the provision of delaying the issuance of a demolition permit be removed.

Council Member Adams commented that the ordinance doesn't clearly state that these provisions do not pertain to city-owned properties and it needs to be better defined.

Shayne Scott responded that the intent of the ordinance as proposed is to give the Historic Preservation Committee time to document a building before it is torn down. This ordinance does not pertain to city-owned properties.

Mayor Witt said that the ordinance seems ambiguous as is written. There needs to be a separate policy written to address the policy and process of demolishing civic buildings.

Council Member Barber commented that the intent of this ordinance is to preserve historic sites before they are altered.

Council Member Garn asked about how much time it takes for a demolition permit to be approved.

Lyle Gibson responded that the permit can be processed fairly quickly because it is different than a typical code review of building plans.

Council Member Barber made a motion to approve the Historic Preservation Committee Ordinance, with the removal of all the delay and timeframe notations. The Committee will still be notified of the requested demolition who will then work with the property owner to make an effort to document the site. The motion was seconded by Council Member Garn.

Council Member Garn commented that while historic preservation is important in a community, it's not the government's role to tell private property owners that they will have to wait while another private process takes place. It seems that if the Committee is notified right away they would have enough time to document the property and therefore a timeframe stipulation would not be needed.

Council Member Adams said that these private properties that are not under the historical registration of Utah are not held to the same regulations as those who are. Property owners should have the right to do whatever they want to their properties, however quickly they want to. Publically owned properties should be held to the thirty-day time frame so that the Committee could properly document the building.

Council Members Adams made a substitute motion to approve the Historic Preservation Committee Ordinance with the stipulation that the ordinance specifically outline the demolition process separately for privately owned properties and city-owned properties, and that the thirty day timeframe before a demolition permit be approved be kept in the ordinance.

Council Member Garn said that he feels that this ordinance is not the place to address what happens to civic properties. We need to address those situations in a different document.

The motion died for lack of a second.

The vote on the original motion was as follows:

Council Member Garn, yea
Council Member Barber, yea
Council Member Adams, nay
Council Member Page, yea

The motion passed with a vote of three to one.

KAYSVILLE/FRUIT HEIGHTS MUSEUM COMMITTEE COLLECTION REQUEST

Mayor Witt said that the Kaysville/Fruit Heights Museum Committee is requesting that the city donate their historic items to the Committee so that they can take ownership of and preserve them. This item was discussed at their previous City Council meeting and it was suggested that the contract with the Committee state that these items being donated would be given back to the City should the Committee were to ever be dissolved.

Council Member Adams made a motion to approve the Kaysville/Fruit Heights Museum Committee Collection Request with the stipulation that the contract state that should the Committee ever be dissolved that any items donated be given back to the City, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Adams, yea

Council Member Page, yea
Council Member Garn, yea

The motion passed unanimously.

FIRST AMENDMENT TO THE AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND AMONG KAYSVILLE CITY AND COMPASS HOLDINGS DEVELOPMENT, LLC AND CAPITAL REEF MANAGEMENT LLC

Community Development Director Lyle Gibson explained that the subject property is located just east of US 89 and has previously been approved for annexation by the City Council subject to terms of the original development agreement. A portion of that property has been under review for development as the Orchard Ridge Subdivision. During the subdivision review, additional engineering details and external factors have given reason to consider amendments to the original agreement. First, Kaysville City (among other jurisdictions) has been contacted by Weber Basin Water District requesting that development occurring east of the highway not be serviced by secondary water systems. The amendment of the agreement removed the requirement for secondary water and the restrictions on the number of culinary connections. Furthermore, as utility providers have reviewed the proposed subdivision plans, their requirements for placement of their lines have forced a change in the profile of the public street right-of-way. Through the preliminary plat process, it was determined that the developer would only be required to install sidewalk on one side of the public streets in the development. Since the developer will be required to bring the right-of-way to grade the same as if there were sidewalk on both sides to accommodate the needs of utility services, the proposed amendment requires that sidewalk be installed on both sides of the streets. Finally, additional language has been added to ensure that access to the newly proposed water tank facility is in place and maintained through all phases of development.

Council Member Barber made a motion to approve the First Amendment to the Agreement for the Annexation and Development of Land among Kaysville City and Compass Holdings Development, LLC and Capital Reef Management LLC, seconded by Council Member Garn.

The vote on the original motion was as follows:

Council Member Adams, nay
Council Member Page, yea
Council Member Garn, yea
Council Member Barber, yea

The motion passed with a vote of three to one.

PRELIMINARY PLAT APPROVAL FOR THE WEST GATE SUBDIVISION LOCATED AT 2300 WEST SCHICK LANE (200 NORTH) FOR PERRY HOMES

Community Development Director Lyle Gibson explained that Perry Homes recently rezoned the subject property in anticipation of the proposed development. They have since submitted a preliminary plat application giving additional detail of the development. The subdivision consists of 122 lots and a commercial pad which are anticipated to be developed over five phases, starting from the south end of the project along 200 North Street. The preliminary plat is consistent with what was shown during the rezone process, which includes open space to be dedicated to the City for use as a park as well as a trail connection. As there is no PRUD element to this subdivision, all lots within their respective zoning districts meet the minimum lot size and frontage requirements. The commercial pad along 200 north measures at three acres, and is zoned GC. The proposed subdivision has only one cul-de-sac which is less than 200 feet deep. The ordinance allows for a dead end street to be as long as 600 feet in length. The Planning Commission has reviewed this plat and voted unanimously to forward a favorable recommendation to the City Council for approval of the proposed preliminary plat for the Westgate Subdivision.

Council Member Adams asked how the R-1-8 zoning fits the density requirements of the General Plan.

Lyle Gibson responded that the General Plan suggests that there be only two units an acre in areas west of I-15. This subdivision, which includes a portion of R-1-8 zoning, meets the General Plan because we have taken into account the overall density of the subdivision. When Perry Homes first approached the City they were hoping to request high density housing along this western portion of the subdivision, but were told by the sewer district that they only had the capacity to handle two-units per acre in this area.

Council Member Barber asked if there is a formal process developments have to go through to obtain approval from the sewer district.

Lyle Gibson responded that the developer has had many discussions with the sewer district before this point and the sewer district will have to sign off on the final plat before development occurs.

Council Member Garn made a motion to grant preliminary plat approval for the West Gate Subdivision located at 2300 West Schick Lane (200 North) for Perry Homes, seconded by Council Member Page.

Council Member Barber commented that she appreciated that Perry Homes worked with the city in regards to the open space area, and feels that it has worked out in the best interest of everyone involved.

Council Member Adams asked if Perry Homes would be covering any costs for improvements to the open space area.

Dan Reeve, with Perry Homes, stated that they are dedicating the land over to the city. There are irrigation systems already on the property, but they will likely need repair. This land was previously developed as a park for the surrounding subdivisions but was abandoned by the HOA.

The vote on the motion was as follows:

Council Member Page, yea
Council Member Garn, yea

Council Member Barber, yea
Council Member Adams, nay

The motion passed with a vote of three to one.

WORK ITEMS

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

City Manager Shayne Scott explained that Davis County has the equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist our City in holding its municipal primary and general elections in 2019. The County has assisted with our elections previously and Staff is requesting the Council consider approving the Interlocal Agreement as it will benefit the city to have the County's support and guidance during this election process.

Council Member Page made a motion to move this item to an action item, seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member Garn, yea
Council Member Barber, yea
Council Member Adams, yea
Council Member Page, yea

The motion passed unanimously.

CALL TO THE PUBLIC

Dean Wall said that he and his wife recently had an incident that involved some city firemen and a police officer. He feels things were lied about and wanted to bring this to the attention of the public and will likely follow legal action.

COUNCIL MEMBER REPORTS

Council Member Page commented that it's a common misconception that if residents obtain a permit to finish their basement that they will be charged impact fees. The permit fees for a remodel or basement finish is not very much and doing it without a permit creates a lot of liability for the homeowners.

Council Member Garn said that Sandy City recently had a problem with too much fluoride in their water, and there was a delay in public notification. Sandy City has their own water district, whereas Weber Basin Water District serves Kaysville. Weber Basin Water tests the water frequently and has an up-to-date operation.

Mayor Witt said that residents can sign up for the City's Reverse 911 system through our website and would be notified if there were any utility problems.

Council Member Barber said that at their previous Council meeting they had someone present to the Council about the pickleball courts. Since then she had questions about why there has been so much focus on pickleball. Those who came to Council to speak about it came because they asked to. If there are other groups interested in presenting to the Council they could do so as well. Also, there have been many complaints by residents about the city's recreation programs being full, but there is not a lot we can do about that right now as we don't have the space to allow for more participants.

ADJOURNMENT

Council Member Garn made a motion to adjourn the meeting at 8:14 p.m., second by Council Member Barber.

STAFF REPORT

COUNCIL MEETING DATE: March 7, 2019
ITEM NO.: 4b

TYPE OF ITEM: Consent
PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: 200 N Bridge Repair Test Section

EXECUTIVE SUMMARY:

Description:

Gerber Construction has submitted a proposal (price and method) for the repair of the panels on the 200 N bridge, and was the low bid. However, despite extensive investigative efforts, there still remains some uncertainty about the exact conditions behind the panels and, as a result, how effective Gerber's proposed method will be.

The City proposes awarding a smaller amount to Gerber to have them first undertake a test section, in case the conditions vary significantly from what we understand, which may impact the effectiveness of their approach. This process will help provide the City with increased understanding and confidence in the long-term viability of the approach without having to first commit all the available funds.

If the test proves successful, we would then propose awarding the full contract to Gerber. If it is not successful, we still have most of the settlement funds intact and we then have greater information to help guide our next steps.

Council Options: Approve / Disapprove

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: $50,708.50 of the ~$1.1 million from the settlement

Attachments: Test section pricing

815 East 675 South
Lehi, Utah, 84043

Phone: (801) 407-2000
Fax: (801) 407-2058

GERBER CONSTRUCTION

To:	Kaysville City Corporation	**Contact:**	Andy Thompson
Address:	Kaysville, UT	**Phone:**	
		Fax:	
Project Name:	Kaysville Wall Repair Test 200 North	**Bid Number:**	1
Project Location:	Kaysville	**Bid Date:**	2/14/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$12,781.00	$12,781.00
9a	Priority 5 Wall Demolition	375.00	SF	$34.66	$12,997.50
9b	Priority 5 Wall Construction	375.00	SF	$66.48	$24,930.00

Total Bid Price: $50,708.50

Notes:

- Inclusions:This proposal is for Priority #5 only.
  Proposal is based upon a mutully agreed upon schedule.
  The bid is LUMP SUM for priority #5. Unit pricing is to show the difference of pricing from original bid.
  I only have 3 trucking mobilizations in the mobilization number to bring in 3 pieces of equipment. I am anticipating keeping the equipment on the project for the ret of the work.
- Exclusions:
  -Any work not specifically listed in inclusions.
  -Davis-Bacon or Prevailing Wages
  -Payment and Performance Bonds
  -Permits, licensing and other fees
  -Materials Testing
  -Survey
  -Traffic Control
  -Cold Weather Protection
- Terms & Conditions:
  -Pricing is all-inclusive and may not be split into separate work packages without consent from Gerber Construction. Gerber Construction maintains the right to adjust bid pricing if bid is to be separated or broken out.
  -Pricing based on a standard 40-hour work week. Generally speaking, this is Monday through Friday, normal working hours. If the Prime Contractor chooses to accelerate the project schedule, thus requiring overtime, a premium for the required overtime hours would be charged.
  -Pricing based on a mutually-agreed upon schedule between the Prime Contractor and Gerber Construction.
  -Pricing valid for 30 days from the day of quotation.
  -All contract language to be in accordance with the laws of the state in which work will occur.
  -Buyer to provide acceptable all-weather access for the employees of Gerber Construction as well as other equipment required to perform the work, i.e. concrete trucks and concrete pump trucks.
  -This quote with its corresponding terms and conditions are to be made a part of the subcontract.
  -Gerber Construction will not be held liable for any delays in schedule due to acts of God, labor disputes, material shortages, etc.
  -This quote based on currently available plans and specifications. Any changes made to the current version of plans and specifications are a change of condition and will require adjustments in pricing.
  -One mobilization has been included in this quote. If additional mobilizations are required, Gerber Construction reserves the right to adjust pricing accordingly.

Payment Terms:

-Payment due 30 days from date of invoice.
-5% retention will be allowed until 50% of the project is complete. After 50% of the project is complete, no retention will be withheld from monthly progress payments.
-Gerber Construction will invoice for any retainages upon completion and acceptance of the scope of work as detailed above.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Gerber Construction Inc.**
Buyer: ____________________	
Signature: ____________________	**Authorized Signature:** ____________________
Date of Acceptance: ____________________	**Estimator:** Allen Gerber 801-407-2011 ag@1gerber.com

STAFF REPORT

MEETING DATE: March 7, 2019	**ITEM NUMBER:** 5a
TYPE OF ITEM: Action Item	
PRESENTED BY: Shayne Scott	

SUBJECT/AGENDA TITLE:

Interlocal Cooperation Agreement for Municipal Election Services

EXECUTIVE SUMMARY:

The County has the equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist our City in holding its municipal primary and general elections in 2019. The County assisted with our elections two years ago, as did all 15 cities within Davis County.

We ask the Council to consider working with the County again. It benefits the City to have their support and guidance during this election process.

Price list attached.

Primary election - August 2019
General election - November 2019

COUNCIL OPTIONS:
1. Approve or Deny Interlocal Agreement.

RECOMMENDED OPTIONS: Approve this Agreement as written.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:
$25,439.12 for By-Mail supplies and services (estimate).

ATTACHMENTS:
1. Davis County Election Expenses Estimate/2019 General
2. Interlocal Agreement

Kaysville

2019 General
DAVIS COUNTY ELECTION EXPENSES
Estimate

Poll Worker Compensation	QTY	COST	TOTAL	Notes
Poll Manager (PM)	1	$160.00	$160.00	
Training Course(s)	1	$50.00	$50.00	
Assistant Poll Manager	0	$160.00	$0.00	
Training Course(s)	0	$50.00	$0.00	
Receiving Clerk	2	$135.00	$270.00	
Training Course(s)	2	$35.00	$70.00	
Provisional Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Ballot Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Host		$125.00	$0.00	
Training Course(s)		$25.00	$0.00	
Alternate Poll Workers	1	$500.00	$33.33	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	$2.60	$2.60	
			$923.33	
Poll Worker Recruitment and Training				
Poll Worker Recruitment and Processing	5	$8.00	$40.00	
Training Creation and Preparation (Includes equipment and preparation)	1	$500.00	$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	5	$2.89	$14.45	Or Actual Printing Cost
Poll Worker Training (per person)	5	$20.00	$100.00	
		Sub Total	**$187.78**	
Equipment				
Express Vote	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	$15.00	$15.00	
DS200	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	$15.00	$15.00	
Voting Booth Rental	5	$5.00	$25.00	
Vote Here Signs (4 per location)	1	$5.00	$5.00	
WIFI Connection	0	$61.00	$0.00	
Receiving Clerk Electronic Poll Book	2	$75.00	$150.00	
Provisional Clerk Electronic Poll Book	1	$75.00	$75.00	
Balotar Laptop and Printer	1	$75.00	$75.00	
		Sub Total	**$510.00**	
Consumable Supplies				
Ballot Stock (BOD)	690	$0.20	$138.02	
Polling Location Supplies	1	$35.00	$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	6	$25.00	$10.00	Shared equally by all cities/districts
		Sub Total	**$35.00**	
Administrative Services				
Election Programming	1	$100.00	$100.00	
City/District set-up (cities/districts with new recorders/clerks)		$25.00	$0.00	
Audio Programming	1	$25.00	$25.00	
Public L&A Demonstration (testing, programming & demonstration)	1	$300.00	$20.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	6	$500.00	$200.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	$1,500.00	$100.00	Shared equally by all cities/districts
Election Night Security	1	$150.00	$10.00	Shared equally by all cities/districts
Rovers Training Class	1	$200.00	$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	$450.00	$30.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	0	$250.00	$0.00	
Canvas Preparation	1	$25.00	$25.00	
Delivery (per location)	1	$50.00	$50.00	
Pickup (per location)	1	$50.00	$50.00	
Drop Box Delivery	1	$50.00	$50.00	
Drop Box Pick up	1	$50.00	$50.00	
Web Support	2	$75.00	$10.00	Shared equally by all cities/districts
Provisional Verification	35	$0.80	$27.60	
Election Administration Support	1	$45.00	$45.00	
Clerk Staff (per-hour for any additional services)	0	$25.00	$0.00	
		Sub Total	**$733.33**	

By-Mail Supplies and Services				
Supplies				
By-Mail Outer Envelopes	17427	$0.06	$1,045.62	
By-Mail Inner Return Envelopes	17427	$0.10	$1,655.57	
By-Mail Ballots	17427	$0.28	$4,879.56	
Test Deck Paper Ballots	1	$2,898.00	$284.63	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	$100.00	$6.67	Shared equally by all cities/districts
Services				
Ballot set-up (per style) By IVS	22	$1.00	$22.00	
Database Setup for Ballots By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Database Setup for Integravote (ballot insertion) By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	17427	$0.29	$5,053.83	
Signature Verification and Tabulation (each returned) By County	6274	$0.40	$2,509.60	
Postage				
Freight to Salt Lake City for Non-Profit Rate Outbound (each)	1	$3,375.00	$331.47	Shared by all cities based upon number of precincts
Shipping Envelopes to County	1	$333.95	$32.80	Shared by all cities based upon number of precincts
Shipping of Test Ballots	1	$249.03	$24.46	Shared by all cities based upon number of precincts
Postage Outbound	17427	$0.12	$2,091.24	Actual Postage
Postage In-Bound	6274	$0.68	$4,266.32	Actual Postage
Returned Undeliverable	1039	$0.75	$779.25	Actual Postage+Processing
		Sub Total	**$23,049.67**	
		Total Election Expense	**$25,439.12**	
		Less District Portion	**$0.00**	
		Amount Due From City	**$25,439.12**	

INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “County,” and KAYSVILLE CITY, a municipal corporation of the state of Utah, hereinafter referred to as “City.” County and City may be referred to collectively as the “Parties” herein or individually as a “Party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2019 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County agrees to provide to City, if needed for the primary election in August 2019, and if needed for the general election in November 2019, the following:

   1.1. Test, program, assemble and make available to City voting machines and poll supplies;
   1.2. Provide for delivery and retrieval of voting equipment;
   1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
   1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
   1.5. Provide electronic ballot files for Optical Scan Ballots printing;
   1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
   1.7. Canvass reports;
   1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
   1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
   1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
   1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
   1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
   1.13. If required, in cooperation with the City, conduct an election audit; and
   1.14. Store all election returns for the required twenty-two (22) months.

2. City agrees to do the following:

    2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
    2.2. Enter into a polling location Hold Harmless Agreement, if needed;
    2.3. Perform Declaration of Candidacy filing;
    2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
    2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
    2.6. Perform City's legislative body poll worker approval;
    2.7. Proof and approve the accuracy of the printed and audio of ballot formats;
    2.8. Arrange and conduct election canvass;
    2.9. Prepare candidate certificates;
    2.10. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
    2.11. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.

3. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.

5. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

6. This Agreement shall continue in effect until 30 days after the 2019 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.

7. This Agreement may be terminated by any of the following actions:

    7.1. The mutual written agreement of the Parties;
    7.2. By either Party after any material breach of this Agreement;
    7.3. By either Party, with or without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
    7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE

PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.

9. City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the negligent acts or omissions of City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

10. County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of County (collectively, the "County Representatives"), agrees and promises to indemnify, save and hold harmless City, as well as City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

11. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.

12. No separate legal entity is created by this Agreement.

13. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah*

Code Ann. (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

14. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

15. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

16. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

17. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

18. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs,

labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

19. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

20. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

21. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

22. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

23. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, County is expressly authorized by City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

24. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

25. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

26. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

27. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

____

Randy B. Elliott, Chair,
Board of Davis County Commissioners
Date:____________________________

ATTEST:

____
Curtis Koch
Davis County Clerk/Auditor

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

____
Michael Kendall
Davis County Deputy Attorney

KAYSVILLE CITY

____
Print Name:__________________________
Title:________________________________
Date:________________________________

ATTEST:

____
Print Name:__________________________
Title:________________________________

The undersigned and authorized attorney of Kaysville City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

____
Print Name:__________________________
Title:________________________________

EXHIBIT A

(Election Costs Schedule)

STAFF REPORT

COUNCIL MEETING DATE:	**March 7, 2019**
ITEM NO.:	**5b**
TYPE OF ITEM:	**Action**
PRESENTED BY:	**Shayne Scott, City Manager**
SUBJECT/AGENDA TITLE:	**Consultant Contract for Community Visioning Services**

EXECUTIVE SUMMARY:

As discussion over the past year has progressed we have come to the point where the staff is excited to present a contract for consulting services to prepare a Community Visioning document also referred to at times as a Strategic Plan. We have followed an RFQ process and selected The Langdon Group to present to Kaysville City Council.

The included agreement was put together by staff and The Langdon Group and is included for your review. It has been reviewed by Shayne, Lyle, and Nic.

Council Options: Adopt the agreement as presented.
Recommend changes and Adopt with said changes
Instruct staff to bring this back at a future date.

Recommendation: Approve this agreement as written.

Fiscal Impact & Fund Source for Recommended Action:
See Attached

Attachments: Agreement

The Langdon Group, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

TLG Project No.: **55-19-000**
TLG Project Manager: **Josh King**

This Agreement entered into and effective this _____ day of _____ 20_____, between _____, hereinafter referred to as the "CLIENT" and The Langdon Group, Inc., a wholly-owned subsidiary of J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as ("TLG").

WITNESSETH:

WHEREAS the CLIENT intends to: _____ hereinafter referred to as the "Project". The Services to be performed by TLG are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and TLG, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to TLG all criteria and full information as to CLIENT's requirements for the Project, including project objectives and constraints, and any budgetary limitations; and furnish copies of all standards, rules and laws which CLIENT or others will require to be included in the Project and upon which TLG can rely for completeness and accuracy.

Unless specifically included in TLG's scope of Services, the CLIENT will obtain, arrange and pay for all mailings, advertisements or other media purchases, permits and licenses, and similar fees and charges required by authorities, host any websites needed, and provide access necessary for TLG's Services and the Project.

In addition, the CLIENT will furnish to TLG those items described in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and TLG hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	______________	Work telephone	______________
	Address	______________	Home/cell phone	______________
		______________	FAX telephone	______________
		______________	E-mail address	______________

For TLG:

1.	Name	______________	Work telephone	______________
	Address	______________	Cell phone	______________
		______________	FAX telephone	______________
		______________	E-mail address	______________

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and TLG agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY TLG (“Services”)

TLG will perform the Services described in **Attachment 1**, in a manner consistent with the applicable standard of care. TLG’s services shall be limited to those expressly set forth therein, and TLG shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

TLG will perform said Services in accordance with the schedule as described in **Attachment 1**, in a manner consistent with the applicable standard of care This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond TLG’s control.

BASIS OF FEE

The CLIENT will pay TLG for their Services at TLG’s standard hourly rates and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that TLG performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay TLG for Additional Services on a time and materials basis.

File Folder Title: ______________________________

Remarks: ______________________________

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:	**The Langdon Group, Inc.:**
______________________________ NAME	______________________________ STREET
______________________________ STREET	______________________________ CITY / STATE / ZIP CODE
______________________________ CITY / STATE / ZIP CODE	______________________________ BY (Signature)
______________________________ BY (Signature)	______________________________ NAME / TITLE
______________________________ NAME / TITLE	*Applicable Attachments or Exhibits to this Agreement are indicated as marked.* ☒ **Attachment 1** – Scope of Services, Schedule and Basis of Fee ☐ **Attachment 2** – Special Provisions
______________________________ BY (Signature)	
______________________________ ADDITIONAL NAME / TITLE	

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/19

GENERAL

All TLG Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **TLG MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and TLG is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

TLG shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow TLG's recommendations; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold TLG harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

TLG shall not be required to execute any documents, no matter by whom requested, that would result in TLG's having to certify, guarantee or warrant the existence of conditions.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation and a five percent fee for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants TLG the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for TLG and its parent company purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by TLG (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by TLG pursuant to this Agreement are instruments of service with respect to the Project. TLG grants CLIENT a limited license to use the Documents on the Project subject to receipt by TLG of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, TLG shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without TLG's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, is not to be construed as publication adversely affecting the reserved rights of TLG.

Any reuse without written consent by TLG, or without verification or adoption by TLG for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to TLG. The CLIENT shall release, defend, indemnify, and hold TLG harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that TLG does not have control over, and neither the professional activities of TLG nor the presence of TLG at the Project Site shall give, TLG control over contractor(s) work. TLG has no authority over or responsibility for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, TLG does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, TLG, and TLG's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that TLG has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. CLIENT agrees that TLG is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to TLG's professional Services. TLG will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

TLG shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of TLG's statement, the amounts due TLG will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, TLG may suspend performance of Services upon five (5) days' notice to the CLIENT. TLG shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, TLG shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for TLG to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by TLG.

CLIENT shall promptly review TLG's invoices and shall notify TLG in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to TLG of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, TLG will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than TLG's material breach of this Agreement, or is terminated by TLG for CLIENT's material breach of this Agreement, TLG shall be paid a termination fee which shall include: the cost and expense TLG incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by TLG to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of TLG and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to TLG under this Agreement, whichever is less. TLG shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by TLG, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that TLG is not responsible for damages arising directly or indirectly from any delays for causes beyond TLG's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by TLG to perform its Services in an orderly and efficient manner, TLG shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of TLG shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor TLG shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless TLG, its officers, employees, successors, partners, heirs and assigns (collectively, TLG) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of TLG.

RIGHT OF ENTRY

The CLIENT shall provide TLG adequate and timely access to all property reasonably necessary to the performance of TLG and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by TLG. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of TLG's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of TLG's Services, TLG or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of TLG's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of TLG when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and TLG and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and TLG.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. TLG's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against TLG because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold TLG harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

THE LANGDON GROUP, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Kaysville City Strategic Plan
CLIENT: Kaysville City
CLIENT PROJECT NUMBER: 55-19-000
ATTACHMENT TO:

☒ **AGREEMENT DATED: ____/__/____.**

The referenced Agreement for Professional Services executed between THE LANGDON GROUP, Inc. (TLG) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule.

PART 1 - PROJECT UNDERSTANDING

TLG's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows: TLG will provide City professional services required to facilitate and produce the City's Strategic Plan.

PART 2 - SCOPE OF SERVICES BY TLG

TLG's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 1: Project Management**
  1. Set up project into TLG's financial and record keeping systems for document retention and project controls.
  2. Communicate and coordinate TLG's team activities with kickoff and progress meetings.
  3. Regularly monitor project status, budget and schedule.
  4. Provide a monthly invoice including budget status.
  5. Provide project closeout and deliverables.
  6. This task assumes 10 hours for Project Manager (PM).

B. **Task 2: Strategic Plan Engagement and Development**
  1. **Subtask 001: Planning and pre-engagement.**
     a. For this task, TLG will:
        i. Meet with City to review and establish shared understanding with of project scope, objectives, desired results, schedule, tasks and implementation strategy to achieve deliverables;
        ii. Identify key stakeholders and advisory committee;
        iii. Develop stakeholder interview question set; and
        iv. One meeting with City and Advisory Committee.
     b. Assumptions:
        i. 10 hours for Project Manager (PM), 10 for Project Planner (PP), 2 for Strategic Advisor (SA), and 8 for Community Specialist (CS).
     c. Deliverables:
        i. Key stakeholder list;
        ii. Advisory committee list;
        iii. Interview question set; and
        iv. Convening and facilitation of Advisory Committee meeting.
  2. **Subtask 002: Key Stakeholder Interviews**

a. For this task, TLG will:
   i. Interview 20 key stakeholders.
   ii. Train City to interview additional key stakeholders.
b. Assumptions:
   i. 12 hours for PM, 12 for PP and 20 for CS.
c. Deliverables:
   i. Key stakeholder interview list and schedule.
   ii. Key stakeholder interview notes.

3. **Subtask 003: Synthesize themes and key insights**
   a. For this task, TLG will:
      i. Meet with City interviewers to analyze all interviews and synthesize learnings from interviews into key themes and insights.
      ii. Develop key themes and insights summary and graphics.
   b. Assumptions:
      i. 12 hours for PM, 8 hours for PP, 8 for CS, and 4 for Graphic Designer (GD).
   c. Deliverables:
      i. Key themes and insights summary and graphics.
4. **Subtask 004: Broader Citizen Outreach and Online Survey**
   a. For this task, TLG will:
      i. Develop online survey questions;
      ii. Incorporate questions into platform(s) for administration;
      iii. Provide link for survey distribution;
      iv. Analyze results and provide reports and summary; and
      v. Assist City with wider distribution.
   b. Assumptions:
      i. Stakeholder interview learnings will inform the development of the survey and allow TLG and City to check learnings, findings, and assumptions with the broader public response and input.
      ii. 12 hours for PM, 8 for PP, 20 for CS, and 2 for GD.
   c. Deliverables:
      i. Survey questions, survey administration, and results analysis.
5. **Subtask 005: Visioning Workshop**
   a. For this task, TLG will:
      i. Plan, Advertise, and Facilitate Visioning Workshop for the general public; and
      ii. Organize, analyze, and categorize comments and public input into themes and key insight statements.
   b. Assumptions:
      i. 12 hours for PM, 12 for PP, 20 for CS, 4 for GD.
   c. Deliverables:
      i. Materials and collateral for workshop.
      ii. Key themes and insights summary and graphics.
6. **Subtask 006: Advisory Committee Workshop**
   a. For this task, TLG will:
      i. Present key themes and insights from outreach efforts and learnings; and
      ii. Facilitate workshop to develop draft mission and vision statements.
   b. Assumptions:
      i. 12 hours for PM, 12 for PP, 18 for CS, 4 hours for GD.
   c. Deliverables:
      i. Draft mission and vision statements and Guiding Principles.
7. **Subtask 007: Mission and Vision Graphics**
   a. For this task, TLG will:

            i. Create branding and visuals of the Mission, Vision and Guiding Principles.

   a. Assumptions:
      i. 4 hours for PM, 4 for PP, 6 for CS, 12 for GD.
   b. Deliverables:
      i. Core Mission: summarizes the purpose and associated responsibilities of Kaysville City (simple, concise and direct statement about what it does and why).
      ii. Vision Statement: a statement identifying the ideal future of the community that is aspirational and expresses the internal values, beliefs or philosophy that directs how the City carries out its mission.
      iii. Guiding Principles: the values, culture, ideals and ideas that are found to be most important to residents of the City.

8. **Subtask 008: Communication and Rollout Plan**
   a. For this task, TLG will:
      i. Develop the methods, strategies, processes, and materials to make the Strategic Plan part of the public forum and decision-making process.
   b. Assumptions:
      i. 6 hours for PM, 4 for PP, 4 for CS, 2 for GD.
   c. Deliverables:
      i. Communications and Rollout Plan.

9. **Subtask 009: 3P Visual Tool***
   a. For this task, TLG will:
      i. Map public input received throughout the process to identify trends, patterns, geographical alignment and distinctions to help drive the decision-making process and development of a representative strategic plan.
   b. Assumptions:
      i. Total Cost for Subtask 009 not to exceed $5,363.
   c. Deliverables:
      i. Digital maps representing segmented data and input received and analyzed.

10. **Subtask 010: Strategic Plan Live***
   a. For this task, TLG will:
      i. Build and deliver an interactive html version of the plan that will be accessible in any web browser and will be designed with graphics and hyperlinks that will allow the City to quickly “jump” to any part of the plan it needs to reference. Charts, graphs, survey results, interactive maps and other information will be available with a few simple clicks. The web version of the plan can be kept “internal”, meaning only city employees have access to it, or, if desired, the city’s IT staff could link it to the city’s website and make it available to the public. This home page serves as the site map/ Table of Contents for both city officials and citizens to easily navigate and access sections and elements of the final plan.
   b. Assumptions:
      i. Estimated cost is $8,500, however, TLG will provide Subtask 010 at a discounted rate of 50% at a cost not to exceed $4,250.
   c. Deliverables:
      i. Strategic Plan Live.

C. **Task 3: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT’s Authorized Representative and performed by TLG upon mutual agreement of scope, budget, and schedule.
   a. Additional Visioning Workshop at one-half the quoted cost stated in Task 2, Subtask 005.

b. Additional Advisory Committee Workshop at one-half the quoted cost stated in Task 2, Subtask 006.

2. TLG will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - ADDITIONAL SERVICES

A. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Establish Strategic Priorities: from the values, culture, ideals and ideas that are found to be most important to residents of the City.
2. Accountability: the tools and metrics to measure against the Core Mission and Vision.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay TLG for the identified Services in PART as follows:

1. For Time and Materials fees:
   a. For all services performed on the project related to Task 1 and Task 2, Subtasks 001-008, Client shall pay TLG an amount equal to TLG's standard billing rates.
   b. Client shall pay TLG for Reimbursable Expenses.
2. For Costs Not to Exceed:
   a. For all services performed on the project related to Task 2, Subtask 009 and Subtask 010, Client shall pay TLG an amount equal to TLG's standard billing rates with a cost not to exceed $5,636 for Subtask 009 and $4,250 for Subtask 010.

B. Period of Service: If the period of service for the tasks identified above is extended beyond 10 months, the compensation amount for TLG 's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that the TLG will not be responsible for impacts to the schedule by actions of others over which TLG has no control.

EXHIBITS: EXHIBIT 1: Rate Table and Costs

Exhibit 1: Rate Table and Costs

KAYSVILLE CITY STRATEGIC PLAN

THE LANGDON GROUP
a J-U-B Company
466 North 900 West Kaysville, Utah 84037
(801) 547-0397

EXHIBIT 1: RATE TABLE AND COSTS

TASK NO. & DESCRIPTION OF SERVICES		Project Manager (hrs)	Planner (hrs)	Community Specialist (hrs)	Strategic Advisor (hrs)	Innovative Tool Development & GIS (hrs)	Graphic Design & Data Visualization (hrs)	HOURS	TOTAL COST
		Josh King	Derek Moss	Zoe Rogich / Paige Yocom	Dan Adams	Kasey Hansen	Cami Sanders		
Task 1 and Task 2, Subtasks 001 to 008 Time and Materials Totals		**90**	**70**	**104**	**4**	**0**	**28**	**296**	**$34,682.80**
Task 1	**Project Management**	10	0	0	0	0	0		
Task 2: Subtask 001	**Planning and Pre-Engagement**	10	10	8	2	0	0		
Subtask 002	**Key Stakeholder Interviews**	12	12	20	0	0	0		
Subtask 003	**Synthesize themes and key insights**	12	8	8	0	0	4		
Subtask 004	**Broader Citizen Outreach and Online Survey**	12	8	20	0	0	2		
Subtask 005	**Visioning Workshop**	12	12	20	0	0	4		
Subtask 006	**Advisory Committee Workshops**	12	12	18	0	0	4		
Subtask 007	**Mission and Vision Graphic**	4	4	6	0	0	12		
Subtask 008	**Communication and Rollout**	6	4	4	2	0	2		
Task 2 Subtask 009 and 010 Lump Sum Totals									**$9,886.00**
Subtask 009	**3P Visual**	√	√	√	√	√	√		$5,636.00
Subtask 010	**Strategic Plan Live**	√	√	√	√	√	√		$4,250.00
	Total Hours Task 1 and Task 2, Subtasks 001 to 008	90	70	104	4	0	28	296	
	Total Cost Task 1 and Task 2, Subtasks 001 to 008	$14,198.40	$8,786.40	$7,378.80	$945.76	$0.00	$3,373.44		$34,682.80
	Total Cost Task 2 - Subtask 009 and 010 Totals								$9,886.00
003 - Printing	10 copies of the plan @ $50.00 per mailer = $500.00								$500.00
	Workshop and presentation materials								$800.00
	TOTAL COST								**$45,868.80**