County Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**LANDMARK DESIGN, Inc.**

**AND**

**WEBER COUNTY**

**FOR**

**PROFESSIONAL SERVICES**

**Western Weber Planning Area General Plan Update**

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THIS AGREEMENT, made and entered into as of the \_\_\_\_\_th day of \_\_\_\_\_\_\_\_\_\_\_, 2021, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and LANDMARK DESIGN, INC., a Utah corporation, Taxpayer Identification No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**W I T N E S S E T H:**

**WHEREAS,** COUNTY desires to obtain planning services for an update to the Western Weber Planning Area General Plan; and

**WHEREAS,** COUNTY has requested proposals for these planning services through COUNTY’s proper procurement process; and

**WHEREAS,** CONSULTANT has submitted a proposal to provide these planning services and related planning services; and

**WHEREAS,** COUNTY desires to accept CONSULTANT’s proposal and to receive the planning services of CONSULTANT, as set forth in said proposal, as may be amended from time to time in accordance with the needs of COUNTY;

**NOW, THEREFORE,** in consideration of the mutual covenants set forth herein, the parties agree as follows:

**ARTICLE I**

**SERVICES OF THE CONSULTANT**

A. CONSULTANT shall perform such services as are specified by this contract and as are specified by the scope of services set forth in Exhibit A to this contract, attached hereto and incorporated herein. In performing said services, CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. CONSULTANT hereby agrees to furnish those services necessary to complete the scope of services specified in this contract. Unless otherwise indicated in the scope of services set forth in Exhibit A, said services shall be performed by CONSULTANT or by CONSULTANT’s associates, employees, or subconsultants under the personal supervision of the Project Manager, designated in Article I, Section C, or such other qualified person as shall be designated by CONSULTANT and approved in writing by COUNTY.

C. Mark Vlasic, AICP, PLA, ASLA, and Lisa Benson, AICP, PLA, ASLA, SITES AP, LEED Green Assoc., will jointly and cooperatively perform or supervise the project on behalf of CONSULTANT as Project Manager. Should both be unable to complete said responsibility for any reason, COUNTY reserves the right to terminate this contract in the event both are not replaced by a person or persons whom COUNTY finds satisfactory.

D. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the services specified by this contract, including the following:

1. CONSULTANT shall retain the services of a qualified financial firm, as selected by the CONSULTANT after approval by the COUNTY, to provide general quality control, analysis, and recommendations for relevant portions of the project.

2. CONSULTANT shall retain the services of a qualified transportation firm, as selected by the CONSULTANT after approval by the COUNTY, to provide general quality control, analysis, and recommendations for relevant portions of the project, with specific analyses, findings, and recommendations for the general plan’s transportation element.

E. Except as may be delineated in this contract and Exhibit A, or except as allowed by COUNTY’s Representative in writing, none of the services specified by this contract shall be subcontracted.

F. During the contract period, CONSULTANT shall attend meetings and public hearings and shall provide advice as may be required as described in Exhibit A.

G. All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified by this contract, including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of COUNTY and shall be delivered to COUNTY during the contract period. All final deliverables shall be submitted in both hard and electronic copy. Electronic copies shall be submitted in an editable file format selected by the COUNTY. At the COUNTY’s discretion the CONSULTANT may influence the COUNTY’s file format selection by providing software licensing and training on specific software at no additional cost to the COUNTY. All materials shall not be released by CONSULTANT at any time without the prior written approval of COUNTY’s Representative, designated in Article II. It is understood and agreed that these materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, COUNTY agrees that its use of said materials on other projects shall be at its own risk, unless prior thereto CONSULTANT has given its written approval for this use.

**ARTICLE II**

**MANAGEMENT AND COORDINATION**

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY’s Representative, Charles Ewert, AICP, Weber County Principal Planner; or in his absence, Rick Grover, Weber County Planning Director. To the extent practicable, regular coordination meetings shall occur bi-weekly, and as otherwise specified in Exhibit A.

**ARTICLE III**

**SERVICES OF THE COUNTY**

A. The COUNTY’s representative designated above shall serve as the sole intermediary between COUNTY and CONSULTANT. Said representative shall receive and examine documents submitted by CONSULTANT and shall render any needed decisions on COUNTY policies, procedures, or interests in a prompt manner so as to prevent unreasonable delay in the progress of work to be performed by CONSULTANT under this agreement.

B. COUNTY shall without charge furnish to or make available for examination or use by CONSULTANT, as it may request, all available pertinent information and documents related to the project which COUNTY has available and may legally disclose.

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT’s services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation.

**ARTICLE IV**

**(RESERVED)**

**ARTICLE V**

**TIME SCHEDULE**

A. CONSULTANT shall commence its services as specified by this contract upon receipt from COUNTY of written notice to proceed. CONSULTANT shall complete its work hereunder within the time limit set forth in Exhibit C, except where written notification of variance is received from COUNTY’s Representative or except in the event of the occurrence of unforeseeable circumstances beyond the reasonable control of CONSULTANT.

B. It is hereby agreed that CONSULTANT is not required to provide full-time service throughout said period. However, during the entire contract period, CONSULTANT shall commit necessary resources as deemed necessary, within reason, to keep to said schedule.

**ARTICLE VI**

**COMPENSATION**

A. Payment to CONSULTANT for completion of tasks as specified in Exhibit B shall become due upon full completion of the task. CONSULTANT shall not charge COUNTY for any services rendered that are not specified in this contract unless otherwise agreed upon in writing by COUNTY’s Representative. At the completion of each task, CONSULTANT may request payment for the task. CONSULTANT shall not request payment for work completed on incomplete tasks. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof within sixty (60) days of the payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with the contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY’s Representative, of an original copy of billings or vouchers, including support documents, deliverables, and electronic files, to substantiate the requested payment.

C. The parties agree that the compensation COUNTY shall pay CONSULTANT for performance of the services described in the “Scope of Work,” found in Exhibit A. COUNTY shall pay CONSULTANT upon completion of tasks as specified in Exhibit B with total final payment not to exceed $70,000, unless this agreement is amended as specified in Article XI, Section G. The "Cost Estimate" of Exhibit B is approximate, and payment shall be made for tasks completed in accordance with the "Hourly Rate Schedule" of Exhibit B.

**ARTICLE VII**

**INSURANCE AND INDEMNIFICATION**

A. CONSULTANT shall accept full responsibility for the payment of unemployment insurance premiums for Workmen’s Compensation and social security, as well as income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this contract.

B. CONSULTANT shall procure and maintain the insurance policies required in this section from an insurance company authorized to write casualty insurance in the State of Utah as will protect itself and COUNTY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the contract. All insurance policies must be approved and accepted by COUNTY, and excepting the professional liability and workman’s compensation policies, will name Weber County as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of Best’s Key Rating Guide.

C. CONSULTANT shall not commence performance under this agreement until it has obtained all insurance required by this section and filed a certificate of insurance or certified copy of insurance policy with COUNTY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to COUNTY of intention to cancel. The amount of this insurance coverage will not be less than the following:

1. Worker’s Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits $1,000,000 per occurrence.

2. Commercial General Liability insurance in the minimum amount of $1,000,000 per occurrence with a $2,000,000 aggregate.

3. Professional Liability insurance in an amount of not less than $1,000,000.

4. Automobile Liability insurance in the minimum amount of $1,000,000 per occurrence with no deductible. “Any Auto” coverage is required.

D CONSULTANT’s insurance coverage shall be a primary insurance. COUNTY’s self-insurance or insurance shall be in excess of CONSULTANT’s insurance and shall not contribute with it. CONSULTANT’s failure to comply with policy reporting provisions shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

E. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees, and agents from any and all claim, suits, actions and damages arising out of or resulting from the negligent acts, errors, and/or omissions on the part of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

F. The parties agree that for purposes of this agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as COUNTY employees, and that CONSULTANT is an independent contractor in all respects.

**ARTICLE VIII**

**REMEDIES**

A. *Time for Completion.* The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT fails to complete the work within the contract time as set forth in Article V and Exhibit C, or extension of time granted by COUNTY, then CONSULTANT shall be in default after the time stipulated in the contract. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then COUNTY shall be entitled, to the recovery of direct damages, if any, resulting from this failure, in addition to any other remedies it may have.

B. *Correction of Work.* CONSULTANT shall promptly replace and/or re-execute work rejected by COUNTY for failure to comply with this contract, without expense to COUNTY. However, COUNTY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. *Disputes*. If any disputes upon any matter pertaining to this contract arise between the parties hereto, any claim upon the dispute shall be presented in writing to COUNTY by CONSULTANT within ten (10) business days of the commencement of the dispute or the same shall be deemed waived by CONSULTANT. Notice of this claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its decision thereon in writing not later than ten (10) business days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

**ARTICLE IX**

**CHANGES**

COUNTY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this contract, if within its general scope. If these changes cause an increase or decrease in CONSULTANT’s cost or time required for performance of the contract, an equitable adjustment in price or time will be made and the contract modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to COUNTY in accordance with the provisions of Article VI herein. Except as provided in this contract, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this agreement shall be made available to COUNTY.

**ARTICLE X**

**TERMINATION**

A. COUNTY shall have the right to terminate this agreement in whole, or from time to time, in part, for COUNTY’s convenience or because of CONSULTANT’s failure to fulfill the contract obligations. COUNTY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this contract is terminated, and the date upon which the termination becomes effective. In the event the agreement is terminated by COUNTY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not specifically terminated;

3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other property which would be required to be furnished to COUNTY if the contract had been completed;

4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;

5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and subcontracts so terminated, in which case COUNTY shall have a right, in its discretion to settle and pay any or all claims arising out of the termination of the orders and subcontracts;

6. Settle all outstanding liabilities and all claims arising out of such termination and others and subcontracts, with the approval and ratification of COUNTY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from COUNTY shall be determined as follows:

1 There shall be included all costs and expenses reimbursable in accordance with this contract, not previously paid to CONSULTANT for the performance of this contract prior to the effective date of the Notice of Termination, and costs as may continue for a reasonable time thereafter with the approval of, or as directed by, COUNTY; and

2 There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract.

E. In no event shall all termination claims and payments described herein exceed the face amount of this contract less all amounts theretofore paid to CONSULTANT less the price of any work not terminated.

**ARTICLE XI**

**MISCELLANEOUS**

A. *No Officer or Employee Interest.* No officer or employee of COUNTY shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a COUNTY board or committee or hold any position which either by rule, practice or action nominates, recommends, or supervises CONSULTANT’s operations, or authorizes funding to CONSULTANT. No officer, member or employee of COUNTY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project which this contract is a part shall (1) participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this contract or the proceeds thereto.

B. *Assignability.* CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY.

C. *Interest of CONSULTANT.* CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this contract. CONSULTANT further covenants that in the performance of said services no person having any interest shall be employed.

D. *Equal Employment Opportunity.* CONSULTANT, by entering into this agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin, discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this agreement or any subagreement executed in the furtherance thereof.

E. *Contingent Fees.* CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee, commission upon, or resulting from award of this contract. For any breach or violation of this provision, COUNTY shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of the fee, commission, percentage, gift or consideration and any other damages and shall be responsible for reporting the details of the breach or violation to the proper legal authorities where and when appropriate.

F. *Affidavit.* A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of COUNTY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the County, or in violation of applicable law."

G. *Amendments.* Unless otherwise provided for in this agreement or in the appendices attached hereto, all changes, including any increase or decrease in the amount of CONSULTANT’s compensation or scope of services, which are mutually agreed upon by and between COUNTY and CONSULTANT, shall be incorporated in written amendments to this contract and signed by the parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

H. *Default.* If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provision, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

I. *Prevailing terms*. In any interpretation of this agreement, the terms of this contract shall prevail over the terms set forth in any of the appendices hereto.

**ARTICLE XII**

**EXHIBITS AND SPECIAL PROVISIONS**

A. Exhibits Included:

1. Exhibit A, Scope of Work.

2. Exhibit B, Project Tasks, Hourly Rate Schedule, and Cost Estimate

3. Exhibit C, Schedule

B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

**WEBER COUNTY**

By:

James “Jim” Harvey

Weber County Commission Chair

**ATTEST:**

By:

Ricky Hatch, CPA

Weber County Clerk/Auditor

**CONSULTANT: LANDMARK DESIGN, INC.**

By:

Mark Vlasic, Principal-in-Charge

STATE OF UTAH )

: §

County of \_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by (name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_ County.

NOTARY PUBLIC

Residing at

My Commission Expires:

# Exhibit A: Scope of Work

# (on following pages)

WESTERN WEBER PLANNING AREA / GENERAL PLAN UPDATE

PROJECT UNDERSTANDING

Landmark Design met virtually with members of Weber County Planning staff to discuss the modification of our previous proposal for this project. We now understand that West Weber has undertaken a significant planning process to verify the vision for the future, which culminated in the establishment of a preferred land use, transportation and planning concept. The public was engaged at several stages throughout, with surveys, meetings and workshops ensuring that local needs and visions were addressed. In spring 2019, a final round of outreach indicated general support for the preferred planning concept, which acknowledges that full buildout will take place but manages it in a way to achieve the vision and goals for maintaining the desirable characteristics of the area.

PROJECT APPROACH

In order to ensure the project is completed in a manner that builds upon the work that has already taken place and within the established $70,000 project budget, we offer a new approach. Public engagement efforts will focus on verifying the vision for the area then confirm whether the current planning concept reflects a future direction that is supported and achievable. Depending on the results of these tasks, we will prepare new or modified concepts, and will work closely with a representative Advisory Committee to ensure the preferred direction is supported and representative of the area vision.

We will continue to use special outreach methods that allow residents and stakeholders to engage as part of verifying the vision, the planning concept and the draft plan. Since resources are limited, we will work closely with County staff as a team effort, establishing a detailed cooperation plan once we are under contract clarifying roles and inputs. We will begin by becoming acquainted with the area and its residents and stakeholders as part of verifying the future vision and the established planning concept. Our efforts will be streamlined throughout, focusing on the establishment of a clear concept to lead development in the future.

Once the planning vision and concept is clear, we will then generate a corresponding general plan that blends documentation, analysis, vision and implementation and is easily understood as representing the long-term blueprint for leading Western Weber into the future.

WORK PLAN

Task 1: Public Visioning & Community Engagement Process

We propose a focused and organized public visioning and engagement approach that provides public engagement opportunities at the early “vision validation” stage, during the ensuing planning concept verification and validation stage, and as part of reviewing the draft plan prior to adoption. We understand that there is a strong likelihood that the vision established during recent planning efforts by County planning staff is well-embraced and will utilize a validation process that tests the assumptions and provides changes and modifications if it is determined a different vision applies.

Task 1 Deliverables:

Establishment of an Advisory Committee composed of key staff, representatives of the County Commission and Planning Commission, local residents and other key stakeholders, who together will guide development of the General Plan. County planning staff will provide a major role in the establishment and coordination of this committee and all other meetings and workshops, in addition to helping us to interpret local perspectives and to provide background data and information.

* Establishment of a Project Website as the hub for online public involvement. We will utilize Bang the Table™ as the primary platform to facilitate seamless, regular and engaging communication as part of verifying the vision, needs and desires of the Western Weber community. This will allow us to listen, share ideas and comments, review concepts, link project highlights to social media, and track the plan’s progress.
* Online Public Meetings and Workshops conducted during the initial Vision Verification, Planning Concept Review and Draft Plan Review stages. If COVID-19 conditions change to permit safe face-to-face meetings, we will adjust the outreach methods accordingly.
* Leadership Briefings with members of the Planning Commission and County Commission to update them on our progress as the process unfolds.

Task 2: Review Existing Plans & Related Documentation/ Kick-Off Meeting

This task is designed to get the planning team “up to speed” with recent planning processes and existing conditions. We anticipate meeting with staff to confirm project goals and schedule, begin the visioning process and to conduct a field trip to the planning area. It is assumed that copies of all existing and recent plans and current data relevant to the planning process will be

provided to team members at this meeting. Community Engagement and Outreach will officially commence at this stage.

Task 2 Deliverables:

* + Kickoff Meeting with staff to establish project parameters, finalize schedule and Advisory Committee membership
  + Review data and mapping and prepare updated base map
  + Review existing plans and documents
  + Online Advisory Committee Meeting #1: Scoping/ Review of past planning efforts/ Validation of Vision and Planning Principles
  + Online Public Visioning Process
  + Coordination and collaboration with County Staff

Task 3: Research & Analysis

The Landmark Design Team will analyze the existing work and concepts developed, blending the results with information obtained during the initial Advisory Committee meeting, through the public engagement process, and our analysis of existing conditions and the existing preferred planning concept. Landmark Design will focus on overall concept validation. Township + Range will review transportation concepts and networks, focusing on verifying and modifying as necessary the existing planning concept. LYRB will review population projections and economic and housing assumptions as part of validating future growth needs.

Task 3 Deliverables:

* + Summary of Survey and Public Engagement results / validation of future vision
  + Existing Conditions Review and Analysis
  + Online Advisory Committee Meeting #2: Public Engagement Results; Verification of Future Vision; Review of Existing Conditions and Analyses
  + Coordination and collaboration with County Staff

Task 4: Develop Plan Alternatives

Once the vision and planning principles have been verified, our team will validate the established planning concept and if needed, develop alternative concepts or variations of the established concept for further review by staff, our Advisory Committee, and the public as necessary. This will be achieved through the close participation of County staff and the Advisory Committee, in addition to online review of modifications and alternatives by members of the public. Once the results have been analyzed, the Preferred Planning Direction will be verified. We will then refine that concept as part of preparing the Draft Plan.

Task 4 Deliverables:

Prepare Plan Alternatives

* + Online Advisory Committee Meeting #3: Review of Alternative Planning Concepts
  + Virtual Public Review Workshop
  + Online Advisory Committee Meeting #4: Preferred Planning Direction Review
  + Coordination and collaboration with County Staff

Task 5: Draft Plan Elements

Once the Preferred Planning Direction has been refined and detailed, our Team will prepare a Draft Plan that is easy-to-understand and engaging to read. We will work with county planning staff, leveraging their efforts and expertise to ensure project efforts are unified and seamless. The result will be a complete and comprehensive plan that meets requirements of the State of Utah and Weber Count. The following are key elements we anticipate will be included, although the format is likely to vary as part of creating an engaging and easy-to-understand plan document.

1. Background & Introduction

Weber County Planning staff will take a major role in this effort, establishing the historical and planning context and encapsulating the initial planning work of the initial in-house community visioning process. This element will include a graphically-rich description of the vision and guiding principles, and will summarize demographic conditions, economic and housing assumptions, and future projections. LYRB will verify existing and projected population, household and demographic characteristics established during previous planning efforts by County staff.

1. Land Use

A Land Use Element and related map are essential to ensure growth and development are aligned with the General Plan direction and related vision. The staff of Landmark Design are widely recognized for their ability to formulate responsive Land Use Plans that reflect community needs while addressing aspirational as well as technical requirements. We will work closely with County Planning staff to define specific goals that support the larger community vision and maintain the identity and history of Western Weber County. Some of the key outcomes to be addressed in the Land Use Element include: (1) aligning the land use with the preferred planning vision; (2) determining any changes to the land use map to accomplish new goals; (3) incorporating documentation and analysis of sensitive lands/undeveloped land areas; (4)

correlating future population estimates and demographic projections to develop realistic land use projections; (5) supporting unique neighborhoods within the structure of a well-defined and comprehensive land use plan for the community; (6) establishing goals and policies to help align the new visions with the realities of land use directions with incompatible uses; and (7) developing land use scenarios and strategies to help maintain the community’s “sense of place”. It is assumed that Weber County Planning staff will help Landmark Design understand the details of the existing planning concept and will take a major role in addressing the small “islands” of unincorporated Weber County land distributed on the east side of the valley, if needed as part of this plan.

1. Housing

Housing demand is influenced by many factors, including demographic characteristics such as population growth, household size, age, and income. Section 17-27a-401 of the Utah State Code includes consideration of a plan to allow for moderate income housing growth in counties. “Moderate-income housing” is defined in Section 10-9a-103 as “housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the city is located.”

LYRB will lead this part of the planning effort, considering market demand as well as the availability of affordable or moderate-income housing within the Planning Area. They will begin by assessing the existing Moderate Income Housing Update Report prepared by Weber County in 2020 and will consider alternative AMI income targets as appropriate and legally permitted. They will work closely with County planning staff with expertise in housing needs and assessments.

1. Environment & Resource Management

This element will consider the important role that natural resources play in the Western Weber Area and the actions required to ensure the community grows and develops in a fashion that avoids conflict and the degradation of resources and maximizes retention of irreplaceable natural resources. We will work closely with County staff to identify environmental issues and needs and develop appropriate approaches and methods for addressing them. We will rely on the Weber County Resource Management Plan for the bulk of this assessment and will incorporate that plan as needed. We will specifically focus on establishing the setting, topography, streams, shorelands, drainages and wildlife habitat areas that extend into the

community. The element will conclude with recommendations of key actions and policies to ensure the community operates in a sustainable fashion as it continues to grow and change.

1. Transportation & Circulation

Township + Range will work closely with Landmark Design and Weber County Planning staff to ensure a transportation network is established that is visionary yet realistic, addressing all the key modes. Efforts will focus on evaluating and modifying as necessary the transportation vision and concept contained in the existing planning concept developed by County planning staff.

Township + Range will conclude their efforts by recommending transportation goals, policies and implementation measures that are aligned with land use, housing, parks and recreation, and other key elements of the plan. They will also

1. Utilities & Public Services

The Utilities and Public Services element will focus on the documentation of service, management, siting and relationships of public and private utilities and public services. The utilities portion will highlight those services that Weber County is responsible for providing, including water, sewer and storm water trunk lines, with a more general discussion of non- county utilities such as power and communication provided by others. We will review existing plans to understand past policies and developments, document and analyze existing conditions, and establish goals, principles and implementation strategies that are aligned with the community vision and which represent best practices and methods for creating a uniform and cost-effective infrastructure and services system to meet the needs of future growth, including incorporations and annexations.

1. Parks, Open Space, Recreation & Trails

Landmark Design staff are experts in the planning for parks, open space, recreation and trails. We have prepared more than sixty specific plans or general plan elements of this nature during the past 30 years, and nearly twenty in the past five years alone. We understand that policies and actions must be carefully coordinated, particularly in locations where growth is likely to occur. We will address new ideas and identify future needs, documenting level of service and distribution analyses as part of establishing an equitable, connected and comprehensive parks, recreation and trails network, the latter coordinated with the active transportation system of on- street, street-adjacent and/or street-alternative infrastructure addressed in the Transportation Element. Efforts will conclude with the establishment of specific goals, policies and implementation measures, in addition to an Action Plan that provides benchmarking tools

outlining phasing requirements. The Action Plan will prioritize future acquisition and development efforts during short and long-term time frames.

Implementation

Without implementation, time, energy and resources are wasted in the plan preparation process. We will develop a set of clear and concise goals, policies and implementation strategies, in addition to making recommendations for modifications to the existing zoning ordinances and other development control codes and procedures. We will conclude with an Action Plan to prioritize specific implementation tasks during short and long-term perspectives.

Finalizing the Draft Plan Elements

Once each of the elements described above has been prepared and coordinated, the information will be presented to the Advisory Committee and County staff for their input and direction. It will then be presented during briefings with the Planning and County Commissions. The Draft Plan will be revised with their directives and will then be unveiled during the Online Public Draft Plan Open House Review for additional comment.

Deliverables:

* Online Advisory Committee Meetings #5: Review Draft General Plan
* Online Draft Plan Public Open House Meeting
* Deliver PDF copy each of the draft General Plan for further distribution to County staff, leadership and administration, Advisory Committee members and members of the public
* Upload PDF version of Draft Plans to the project website
* Coordination with County Staff

Task 6: Draft Final Western Weber Planning Area General Plan

Once the Online Draft Plan Open House Review has been held and adequate time provided to receive additional comments, the input will be summarized and submitted to City and County staff and members of the Advisory Committee. Final comments can be incorporated into the Draft Final Plans where appropriate. An executive summary will be prepared and incorporated, and the plan will be resubmitted as the Draft Final Western Weber Planning Area General Plan.

Task 6 Deliverables:

* Delivery of a PDF copy each of the *Draft Final Western Weber Planning Area General Plan*, suitable for distribution to County staff, Advisory Committee, Planning Commission, County Commission and members of the public
* PowerPoint slide presentation suitable for Planning Commission and County Commission approval meetings
* Coordination with County Staff

Task 7: Approval Process/Final Western Weber Planning Area General Plan

The *Draft Final Western Weber Planning Area General Plan* will be presented to the Planning Commission and County Commission as part of the approval process. Once approved, modifications will be made, and the final deliverables provided. A senior member of Landmark Design will present the plan to the Planning Commission as part of the adoption process. Once adopted, we will incorporate any revisions, and submit a final copy as a final deliverable, in addition to a final report of the public input evaluation process.

Task 7 Deliverables:

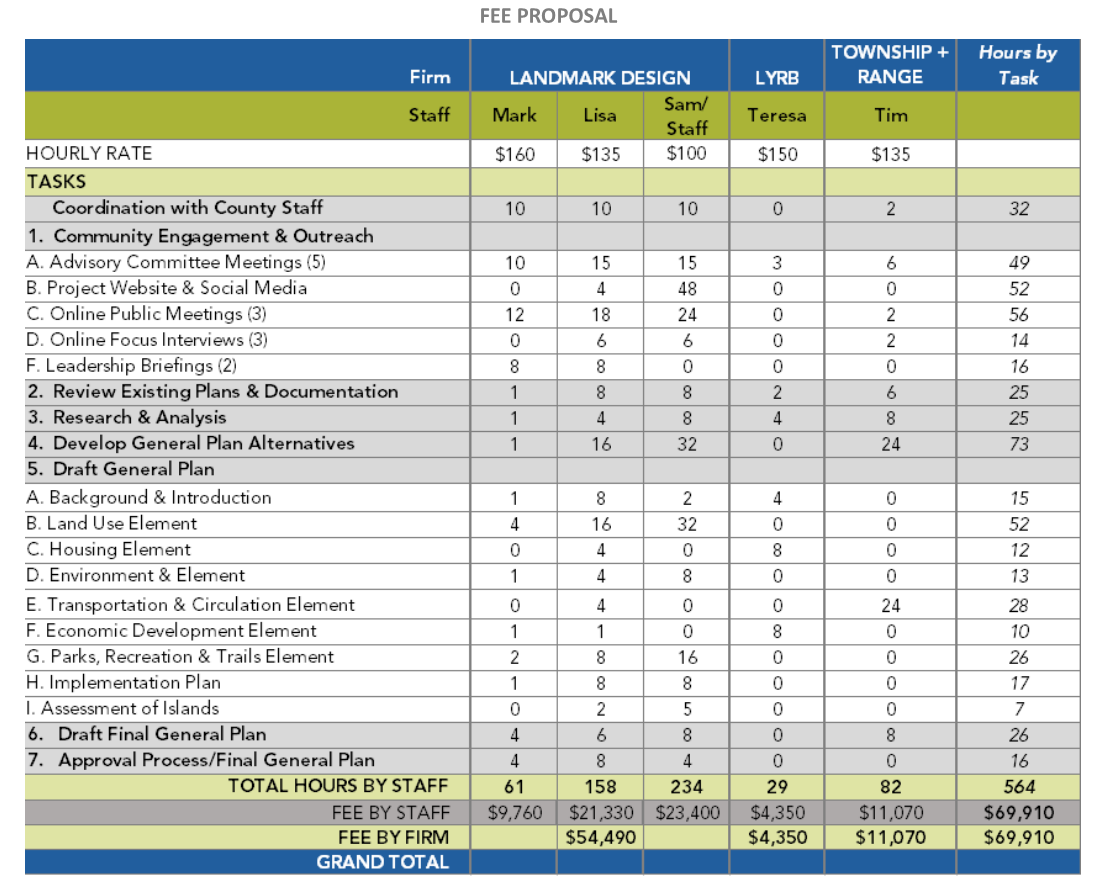
* Coordination with County Staff
* Attend one (1) Planning Commission and one (1) County Commission meeting to facilitate the plan adoption process
* Delivery of a PDF copy of the adopted *Western Weber Planning Area General Plan* in PDF format or other format determined at the project kick-off meeting
* Deliverable of original, editable copies of text and images (Adobe InDesign and Word), spreadsheets (Excel), presentation materials and maps (ArcGIS Packages)

Fee Proposal

As illustrated in the chart on the following page, the Landmark Design Team proposes a fee of

$69,990 to provide planning services for the updated Western Weber Planning Area General Plan as described in this revised proposal. Please note that fees are calculated by hour, firm, staff and tasks at established rates. All costs for mileage, travel, workshop preparation and similar project needs are included. We acknowledge that we can effectively complete the project within these budgets, and that we are prepared to meet the schedule previously indicated, adjusted by the actual date we receive notice-to-proceed.

# EXHIBIT B: Project Tasks, Hourly Rate Schedule, and Cost Estimate



# EXHIBIT C: Schedule

