



FARR WEST CITY COUNCIL AGENDA

October 1, 2026 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold their regular meeting at 6:30 p.m. on Thursday, October 1, 2026 at the Farr West City Hall, 1896 North 1800 West, Farr West

Call to Order – Mayor David Bolos

1. Opening Ceremony
 - a. Opening Prayer
 - b. Pledge of Allegiance
2. Comments/Reports/Presentation
 - a. Public Comments (*3 minutes*)
 - b. Report from the Planning Commission
 - c. Quarterly Financial Report – Cody Cardon, Treasurer
3. Consent Items
 - a. Assignments and directions for Planning Commission
 - b. Consider approval of minutes dated September 17, 2026
 - c. Consider approval of bills dated September 29, 2026
4. Business Items
 - a. Consideration of the Franchise Agreement with Strata Networks
 - b. Consideration of the interlocal agreement with Weber County Clerk's Office, Elections Division
 - c. Consideration of new janitorial services agreement
 - d. Consideration of ESI Engineering Professional Services Agreement for survey and design work on 3300 North widening project
 - e. Consideration of an amendment to the residential solid waste and recycle material collection and disposal agreement with Econo Waste, Inc.
5. Mayor/Council Remarks
 - a. Assignment Follow-up (*3 minutes*)
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on September 29, 2026.

Lindsay Afuvai
Recorder

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between FARR WEST CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, and Uintah Basin Electronic Telecommunications, L.L.C. dba Strata Networks (hereinafter "FRANCHISEE"), a Utah Limited Liability Company with its principal offices at 211 East 200 North Roosevelt, Utah.

WITNESSETH:

WHEREAS, the FRANCHISEE desires to provide telecommunications services (hereinafter "System") within the CITY and in connection therewith to establish a telecommunications network within the present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 3 Chapter 15 of the City Code which governs the compensation and review process for telecommunication franchises in the CITY and Title 12 which governs the rights-of-way within the City and FRANCHISEE agrees to be bound by the these provisions, the terms contained in this Agreement and any other applicable sections of the CITY ordinances and state law; and

WHEREAS, the CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to allow the FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the FRANCHISEE agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE. The above recitals are hereby incorporated into this Agreement by reference.

1.2 Ordinance. The CITY has in ordinance Title 12 Chapter 04 "Excavations and Tunnels" which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. The FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with this ordinance. The parties agree that the provisions and requirements of this ordinance are material terms of this Agreement, and that each party hereby agrees to comply with the terms of this ordinance and any and all other applicable CITY ordinances and/or regulations. The definitions in the ordinance shall apply herein unless a different meaning is indicated.

1.3 Ordinance Amendments. The CITY reserves the right to amend the applicable ordinance at any time. The CITY shall give the FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the FRANCHISEE's rights and obligations under the applicable ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the FRANCHISEE agrees to comply with any such amendments.

1.4 Franchise Description. The Agreement provided hereby shall confer upon the FRANCHISEE a nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public municipal Rights-of-Way in the City. The Agreement does not grant to the FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with any applicable City ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the FRANCHISEE shall pay to the CITY a tax in accordance with the Municipal Telecommunication License Tax Act found Utah Code Ann. 10-1-401 to 10-1-410 and in accordance with Title 3 Chapter 15 of the City Code.

2.2 Equal Treatment. CITY agrees, within the guidelines of then-existing Utah law, to impose and collect from any third-party competitor of FRANCHISEE a fee similar to that stated in this Agreement or will otherwise contract in such a way so as not to provide any unfair benefit to such future competitor.

ARTICLE 3. TERM AND RENEWAL.

3.1 **Term and Renewal.** The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the FRANCHISEE and CITY upon the same terms and conditions as contained in this Agreement (plus any amendments to this Agreement and/or any other applicable law) for an additional five (5) year term. FRANCHISEE must provide to the CITY's representative designated herein written notice of the FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the then existing franchise term.

3.2 **Rights Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the FRANCHISEE and the CITY, or by revocation or forfeiture, and barring any sale by the FRANCHISEE to a third party (which requires assumption of this Agreement by such third party as well as CITY approval, which approval shall not be unreasonably withheld) the FRANCHISEE shall abandon its System within the CITY and at the CITY's request, unless some other arrangement is made with the CITY, remove from the Rights-of-Way any and all of FRANCHISEE'S System which exists above ground. In such event, it shall be the duty of the FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. Notwithstanding anything to the contrary set forth in this Agreement, FRANCHISEE may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and the FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 **Meet to Confer.** The FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

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5.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or applicable city ordinance or law is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided, that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration” for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and applicable ordinance. For the FRANCHISEE, “material consideration” is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the ROW Ordinance, and the CITY’s Excavation Permit Ordinance.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 **Grounds for Termination.** The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure; or,

(b) The FRANCHISEE, by act or omission, violates a material duty herein set forth in any particular within the FRANCHISEE’s control, and with respect to which [full](#) redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the FRANCHISEE notice of such determination, the FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such ninety (90) day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the ninety (90) day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the FRANCHISEE; or,

(c) The FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the FRANCHISEE within sixty (60) days.

6.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 **Remedies at Law.** In the event the FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the FRANCHISEE, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

6.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 7. PARTIES' DESIGNEES.

7.1 **CITY designee and Address.** The City Recorder or his/her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the applicable ordinance, all notices from the FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 1896 NORTH 1800 WEST FARR WEST, UT 84404, or such other officer and address as the CITY may designate by written notice to the FRANCHISEE.

7.2 **FRANCHISEE Designee and Address.** The FRANCHISEE's designated agent, officer or representative or designee(s) shall serve as the FRANCHISEE's representative regarding administration of this Agreement. Unless otherwise specified herein or in the applicable ordinance, all notices from the CITY to the FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE at 211 East 200 North Roosevelt, Utah 84066, and such other office as the FRANCHISEE may designate by written notice to the CITY.

7.3 **Failure of Designee.** The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 **Insurance.** Prior to commencing operations in the CITY pursuant to this Agreement, the FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the

FRANCHISEE is effectively self-insured if the FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. The FRANCHISEE agrees to indemnify and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification. Notwithstanding any provision of this Section to the contrary, the FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other FRANCHISEEs or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY is under no obligation to postpone these other installations, repairs or maintenance of facilities if the FRANCHISEE is not able to meet the CITY's schedule.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 and 1.4 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its facilities in accordance with applicable CITY ordinances including the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated FRANCHISEEs in the same location are required to do so.

ARTICLE 10. CONSTRUCTION AND TECHNICAL REQUIREMENTS

10.1 **Acknowledgement of Franchisee Obligations under ROW Ordinance.** The Franchisee acknowledges and agrees to follow the construction and technical requirements contained in Title 12 of the Farr West City Code of Ordinances, as amended, which section requires, among other things, that Franchisee move or relocate its system at its sole expense according to the circumstances and notice provisions outlined therein.

ARTICLE 11. GENERAL PROVISIONS

11.1 **Binding Agreement.** The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

11.3 **Time of Essence.** Time shall be of the essence of this Agreement.

11.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 **Additional Agreements.** All parties are not precluded from entering into other legal agreements pertaining to the telecommunications systems noted within this agreement.

11.8 **Binding Agreement.** This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
Farr West City

By: Bruce H. Todd
E84870EBB551486B78F503D27820333A contractworks.
Franchisee

Date: _____

Date: 08/23/2026

Attest: _____
Farr West Recorder

EXHIBIT A

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
FARR WEST CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Farr West City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving

it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

FARR WEST CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A

Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or special districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B

Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for Farr West City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.

AGREEMENT
between
FARR WEST CITY
and
SHERI HOLMES

THIS AGREEMENT is between **FARR WEST CITY**, a body corporate and politic of the State of Utah (“City”) and SHERI HOLMES (“Contractor”). City and Contractor may be referred to jointly as the “parties.”

RECITALS

WHEREAS, City desires to utilize Contractor’s janitorial services on a month-to-month basis; and

WHEREAS, Contractor is willing and able to assist City with the janitorial services contemplated by this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. SCOPE OF SERVICES

Contractor will provide routine janitorial cleaning sufficient to maintain the included City facilities in a consistently clean, orderly, and sanitary condition. The checklist below identifies the minimum expected services and is intended to clarify routine cleaning responsibilities.

Area	Minimum Service at Each Cleaning
Entrances / Lobby / Reception	Clean interior entrance glass and doors; vacuum or mop floors and rugs as applicable; dust and wipe reception counters and accessible surfaces; empty trash.
Restrooms	Clean and disinfect toilets, fixtures, counters, sinks, and mirrors; restock City-provided disposable supplies; sweep and mop floors; spot-clean walls, partitions, and doors as needed; empty trash.
Offices	Dust accessible surfaces; vacuum or mop flooring as applicable; empty trash; spot-clean doors, handles, light switches, and other visibly soiled surfaces as needed.
Conference Room	Vacuum or mop flooring as applicable; empty trash; dust and wipe accessible surfaces; clean and wipe down the conference table at

	each cleaning, including removal of fingerprints, spills, and visible marks; wipe chairs as needed.
Court / Council Room	Vacuum flooring as applicable; empty trash; dust and wipe accessible surfaces and furniture; dust and wipe down the dais and tables at each cleaning, including removal of fingerprints, spills, and visible marks.
Hallways / Common Areas	Sweep, mop, or vacuum flooring as applicable; clean interior door glass; dust accessible surfaces; remove visible marks from doors, handles, and other frequently touched surfaces as needed.
Kitchen	Wipe counters, sinks, tables, and exterior appliance surfaces; clean obvious spills and food debris; sweep or mop floors as applicable; empty trash.

Recreation Center - Two Times Per Week

Area	Minimum Service at Each Cleaning
Entrances / Lobby / Reception	Clean interior entrance glass and doors; vacuum or mop floors and rugs as applicable; dust and wipe reception counter and accessible surfaces; empty trash.
Restrooms	Clean and disinfect toilets, fixtures, counters, sinks, and mirrors; restock City-provided disposable supplies; sweep and mop floors; spot-clean walls and doors as needed; empty trash.
Hallways / Common Areas	Sweep, mop, or vacuum flooring as applicable; clean interior door glass; dust accessible surfaces; spot-clean doors, handles, light switches, and other visibly soiled surfaces as needed.
Trash / General Condition	Empty trash and replace liners as needed; remove obvious debris; address visible spills or soiling so the facility is left in a clean and orderly condition.

2. PERIODIC/DETAIL CLEANING

In addition to routine cleaning, Contractor will periodically address the following items as needed to prevent buildup and maintain the facilities in a clean condition:

- Baseboards and edges/corners of flooring
- Doors, door frames, and frequently touched surfaces
- Spot-cleaning of walls
- Interior and exterior of garbage cans
- Interior of refrigerator
- Cobweb removal and higher dusting within reasonable reach
- Vents, windowsills, and other areas where visible dust accumulates

3. CLEANING MATERIALS AND DISPOSIBLE SUPPLIES

Farr West City will furnish the cleaning materials and equipment reasonably necessary to perform the services. Farr West City will also furnish disposable facility supplies, including garbage can liners, toilet paper, paper towels, and similar restroom consumables.

4. FACILITY ACCES AND SECURITY

The City may provide Contractor with keys, access codes, or other means of entry necessary to perform the services. Contractor will safeguard all City keys and access information, secure the facilities when leaving and promptly report any lost key, access issue, property damage, safety concern, or unusual condition observed while performing the work.

5. CONSIDERATION

The City will pay Contractor \$895.00 per month for the janitorial services described in this Agreement.

6. TERM/TERMINATION

The Agreement will begin on _____, 2026 and will continue on a month-to-month basis unless terminated by either party upon thirty (30) days written notice. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the City or any other claim or cause of action.

7. INDEPENDENT CONTRACTOR AND TAXES

The relationship of City and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between City and Contractor of employer and employee, partners or joint venturers.

8. AGENT

No agent, employee or servant of Contractor or City is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and

unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

9. SEVERABILITY

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

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Contractor is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

11. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

12. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Farr West City, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Weber County in the State of Utah.

13. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the City. Contractor further

agrees that it will not accept any fee or financial remuneration from any entity or person other than Farr West City for its performance under this Agreement.

14. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to indemnify the City under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the City for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the City.

Farr West City is a self-insured political subdivision of the State of Utah. Farr West City does not agree to assume the liability of or indemnify or agree to defend any persons other than those specifically enumerated in statute. Contractor agrees that if it believes it has been made a party to a suit as a result of the negligence of Farr West City, Contractor will file a Notice of Claim in accordance with the laws of the State of Utah.

15. GOVERNMENTAL IMMUNITY

City is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that City shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

16. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, City is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the City Representative for response by City.

17. DATA PRIVACY

Utah state law requires a contractor to be subject to the requirements of Utah Code title 63A, chapter 19, to the same extent as a governmental entity, with regard to the personal data processed or accessed by the contractor. See Utah Code section 63A-19-401(4). "Personal data" is defined in Utah Code section 63A-19-101. Contractor certifies that it is familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, to the same extent as required of City, with regard to the personal data processed or accessed by Contractor as a part of its duties under this agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

19. ENTIRE AGREEMENT

City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

31. INTERPRETATION

City and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

In witness whereof, the Parties execute this Agreement.

FARR WEST CITY

By _____
David P. Bolos, Mayor

ATTEST

Farr West City Recorder

CONTRACTOR

By: _____

Title: _____

Date: _____



ESI Engineering, Inc.
Consulting Engineers and Land Surveyors
4141 West 2100 South Suite 100
West Valley City, Utah 84120
P801 263 1752 F801 263 1780

Professional Services Agreement

Job Number: 26-142
Date: 9/23/26

Client: **Farr West City**

Contact: David Bolos, Mayor
Address: 1896 North 1800 West
Farr West, UT 84404
Phone: 801-731-4187
Email: david.bolos@farrwestcity.gov

Written By: Cody Pedersen

Lead Design Professional: Cody Pedersen, PE PTOE

DESCRIPTION OF SERVICES:

Topographic survey, existing right-of-way, and 30% design. See attached scope of work and fee.

ESTIMATED CHARGES: \$65,688.00

This constitutes a CONTRACT for professional services. Any amendments to work specified herein must be submitted in writing and agreed to by both parties. WORK WILL PROCEED ONLY UPON RECEIPT OF SIGNED AGREEMENT. Billings will be in accordance with agreement. In the absence of a specified agreement, billings will be monthly. Progress payments will be expected on continuing work. Overdue accounts will be charged 1 ½% PER MONTH beginning 30 days from date of first statement. ANNUAL PERCENTAGE RATE is 18%. If account becomes delinquent, all costs of collection, including a reasonable attorney's fee, are to be paid by the client. A billing to any other than the designated party must be approved by ESI Engineering, Inc.

Please sign and return one copy. Keep one copy for your files.

Client Authorization: _____ Title: _____

Date: _____

Approved By: _____

ESI Engineering, Inc. Vice President

Thank you for choosing ESI Engineering, Inc. for your Engineering and Land Surveying services!

**Limitation of Liability:**

The client agrees to limit the liability of ESI to include the owner, contractors and subcontractors on this project due to negligent acts, errors or omissions of ESI, such that the total aggregate liability of ESI to all those named shall not exceed \$50,000 or ESI's fee, whichever is greater.

Engineering Cost Estimates:

Since ESI has no control over the cost of labor, materials or equipment, our opinions of probable construction costs provided herein are made on the basis of our experience and qualifications. These opinions represent our best judgment as engineers familiar with the construction industry. However, ESI does not guarantee the proposals, bids or costs will not vary from the opinions of probable cost prepared by ESI. If greater assurance is needed as to the construction cost, an independent cost estimator should be consulted.

Job Site Safety:

ESI does not assume responsibility for the negligent acts of any other party involved in the construction process, including the acts of contractors, subcontractors or material suppliers. ESI is not responsible for safety precautions or means, methods, techniques, sequences, materials or procedures utilized in the construction process.

As Built Documents:

When specifically included in the scope of services and upon completion of the work, ESI shall compile a set of "as built" documents conforming to the construction of the contractor as provided to ESI. This set of documents shall consist of the corrected specifications and plans showing the reported location of the work. While the information submitted by the contractor and incorporated by ESI into the record is assumed to be reliable, the engineer will not be responsible for the accuracy of this information nor for errors or omissions which may appear in the record documents as a result.

Ownership of Documents:

All documents, including drawings and specifications prepared by ESI under this agreement as instruments of professional service are the property of ESI. They are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on other projects.

Termination of Agreement:

The client may terminate this agreement by written notice to ESI with the provision that payments are made to ESI for any services and expenses incurred by ESI prior to and including the date the notice is received by ESI. The client will make new arrangements to receive any incomplete work data, drawings, etc. and will compensate ESI for any costs to compile or complete the data.



Scope of Work

Project Name: 3300 North; 2700 West to 2575 West

PIN: 21196

Date: 9 / 22 / 26

Executive Summary

Brief Description:

ESI Engineering, Inc. (ESI) proposes to contract with Farr West City to perform preconstruction engineering services and deliver a 30% Design package for the roadway and intersection improvement project along 3300 North. The scope is to gather existing topographical information, existing right-of-way, and create a 3D model of the improved roadway. This information will constitute a 30% design and provide enough detail for the city to make decisions on impacts to existing properties and possible future right-of-way acquisition.

Prime and Subs:

ESI will complete the tasks of Survey, Existing Right-of-Way, and 30% Design with ESI staff.

General Assumptions:

1. Meetings/Milestones – held in person unless otherwise noted.
 - a. Kickoff Meeting / Site Visit
 - b. Geometry Review Meeting
2. 3300 North Roadway Improvements
 - a. Project deliverables will align with those typical for a federally funded project.
 - b. Existing right-of-way (ExRow) will be determined. It is anticipated that the project will have affected parcels requiring right-of-way (ROW) acquisition or temporary construction easement (TCE) documentation; however this documentation will not be created at this time until an approved roadway alignment and the extent of impacts on properties is known.
 - c. An Existing Topographic Survey will be completed of the project site and include an updated drone aerial image.
 - d. An initial concept of the roadway improvements and roundabout has been approved as is the basis for design. We will utilize this concept for the 3D model and make adjustments in conjunction with city approval.
 - e. Pedestrian ramps will not be checked through completing a UDOT C-170 form. It is anticipated that all ramps within project footprint will need to be replaced and therefore no documentation (for the federal process) is required.
 - f. Utility facilities will be identified using Quality Level-D data. No further third-party utility coordination will be completed at this time.



- g. There are no railroad facilities within the project limit.
- h. Stakeholder engagement and public involvement activities are not anticipated at this stage of the design process. ESI can provide those services as needed in the future.
- i. Environmental clearance, categorical exclusion, will be completed by others for the project.
- j. Structural design is not expected to be part of the project scope.
- k. Plan sheets will be the deliverable for this project. Digital model files will not be provided.
- l. The drainage design will include new catch basins connected to existing system per roadway improvements and according to city standards. Stormwater Hydraulic analysis is not anticipated.
- m. Engineer Estimate for proposed improvements will be completed.
- n. Minor ground-level roadside signing will be updated or included as part of the project as identified by project team. No overhead signs are anticipated.
- o. Traffic studies are not anticipated. Lighting design for the roundabout is recommended by design time and will be included in engineer estimate. No specific design will be shown at this stage.

Phasing: This scope is for the completion of 30% Design.



Work Plan

1B1 Develop Base Mapping/Existing Surface

Overview

Obtain base mapping and topography for the entire project area.

Deliverables & Tasks

Base Mapping ExTopo CAD File; Terrain Surface; Survey Control

1J1 Identify Existing Right-of-Way

Overview

Identify existing Right-of-Way (ROW) along the project and adjacent ownerships.

Deliverables & Tasks

ExRow CAD File; Property Ownership Spreadsheet

2Q1 Develop Initial Drainage Design

Overview

Develop preliminary drainage design.

Deliverables & Tasks

Initial Layout and Cost Estimate

2R1 Model Initial Roadway Design

Overview

Determine the recommended horizontal and vertical alignments by developing the initial roadway 3D model.

Deliverables & Tasks

Recommended Roadway and Intersection Layout and Cost Estimate

2U1 Utility Identification

Overview

Identify existing utilities within project area.

Deliverables & Tasks

Utility Contact List; Existing Utility CAD File

2Y1 Prepare/Compile 30% Review Package

Overview

Compile project cost estimate and all discipline deliverables into one 30% Review Package.

Deliverables & Tasks

QC Documentation of Deliverables; 30% Plans and Estimate

2V1 Geometry Review Meeting

Overview

This meeting is to review the recommended roadway alignments consistency, accuracy, and constructability within the project scope and discuss available funding.

Deliverables & Tasks

Meeting Notes; Updates to Plans and Estimate per City Recommendations

3300 NORTH; 2700 West to 2575 West - PIN 21196

TASK DESCRIPTION	Project Manager	Professional Engineer	Design EIT	Design EIT	CAD Designer	Land Surveyor	Land Surveyor	Survey LSIT	Survey LSIT	Survey LSIT	Survey Party Chief	Survey Tech.	Public Involvement	LABOR HOURS	DIRECT LABOR
	CP	TP	PC	EW	PB	CH	JS	MW	RM	CN	JL	MN	CR		
1B1 - Develop Base Mapping / Existing Surface	2					8		16	24	8	24	24		106	\$14,950.00
1J1 - Identify Existing Right of Way						16	38		8	24	8	8		102	\$16,250.00
2Q1 - Develop Initial Roadway Drainage	8	16		4	8									36	\$5,700.00
2R1 - Model Initial Roadway Design	8	16	8	60	8									100	\$13,700.00
2U1 - Utility Identification	2		16		4									22	\$2,850.00
2Y1 - Prepare/Compile Geometry Review Package	8	16	8	16										48	\$7,200.00
2V1 - Geometry Review Meeting	2	8	2	8										20	\$3,000.00
Total Direct Labor	30	56	34	88	20	24	38	16	32	32	32	32	0	434	\$63,650.00
TOTAL LABOR \$63,650.00															
 ESI Engineering, Inc. 4141 W. 2100 S., Suite 100 West Valley City, Utah 84120 (801) 263-1762 www.esiengineeringinc.com	Direct Costs												Quantity	Rate	Amount
	Mileage												325	\$0.73	\$237.25
	GPS/Survey Equipment												24	\$75	\$1,800.00
	Contracted Labor														
	TOTAL DIRECT COSTS												\$2,037.25		
	PROJECT TOTAL												\$65,687.25		

Here are the **three options** we have for the city (the last does not have a contract attached):

1). Cart Rate Only (Ogden Transfer Station)

- This is the simplest method. City will receive only one invoice every month.
- City does not pay for disposal, Econowaste does as disposal costs are built into the cart rate.
- Trash is taken to Ogden Transfer Station
- We will change the existing contractual monthly fuel surcharge (FRF) from \$0.66 per cart to Republic's standard fuel surcharge, which is less than what is in the contract and changes based on the average price of diesel fuel (see attachment). It also only applies to the blue carts and first trash containers. Last month, diesel fuel averaged \$5.415, so for this example, it would be \$0.45 added, but that varies (we hope not to see higher gas prices in the future, so the added fuel would go down). See the math below:
- Farr West Containers Counts:
 - 1st MSW Containers: 2,383
 - 2nd MSW Containers: 1,108
 - Blue Containers: 1,692
- **Republic's Fuel Surcharge:**
 - 1st Container: $\$8.17 + \$0.45 = \$8.62$
 - 2nd Containers: $\$8.17$
 - Blue Containers: $\$8.17 + \$0.45 = \$8.62$
- $2,381 (1^{\text{st}} \text{ MSW}) + 1,695 (\text{Blue}) \times \$0.45 = \$1,834.2 \times 12 = \text{approximately } \mathbf{\$22,010.40 \text{ cart fuel per year}}$ (fluctuating with fuel rates based on Highway Diesel Fuel Prices, likely to be less).
- **Contractual Econowaste Fuel Surcharge Rates:**
 - 1st Container: $\$8.17 + \$0.66 = \$8.83$
 - 2nd Containers: $\$8.17 + \$0.66 = \$8.83$
 - Blue Containers: $\$8.17 + \$0.66 = \$8.83$
- $2,381 (1^{\text{st}} \text{ MSW}) + 1,108 (2^{\text{nd}} \text{ MSW}) + 1,692 (\text{Blue}) = 5,183 \text{ containers} \times \$0.66 \text{ each month} = \$3,420 \times 12 = \text{approximately } \mathbf{\$41,049.36 \text{ cart fuel per year.}}$

2. Cart Rate & Separate Disposal (Ogden Transfer Station)

- In this method, City pays a lower per cart rate but also pays for disposal at Ogden Transfer Station. The invoice will show the per cart haul rate and an invoice for trash disposal per ton.
- **Republic's Cart Fuel Surcharge:**
 - 1st Container: $\$5.25 + \$0.45 = \$5.70$
 - 2nd Containers: $\$5.25$
 - Blue Containers: $\$5.25 + \$0.45 = \$5.70$

- Contractual Econowaste Fuel Surcharge Rates:
 - 1st Container: \$5.25 + \$0.66 = \$5.91
 - 2nd Containers: \$5.25 + \$0.66 = \$5.91
 - Blue Containers: \$5.25 + \$0.66 = \$5.91
- Same cart fuel surcharge savings listed above.**
- Trash is taken to Ogden Transfer Station.
- City is matched with other Republic residential customers. This includes:
 - \$49 a ton with a \$1 per ton Republic municipal customer discount for **\$48 a ton.**
 - Separate fuel surcharge per ton for disposal (see table attachment on email).
- In disposal pricing per ton, we are confident that our disposal rates at Ogden Transfer Station are lower than Weber County Transfer Station. In every instance that I have compared WM's quotes for one of our residential cities, our rate was lower. Another benefit of an agreement with us for disposal is our structure of the FRF, which is transparent and easy to calculate. It is bound by a contractual table and publicly listed fuel pricing.

Price Per Ton					
	Econowaste/RSG		WM		
Rate	\$	48.00	\$	35.50	
FRF (today)	\$	1.71	\$	-	Increase/decrease tied directly to fuel table & EIA index
Global Disposal Energy Surcharge	\$	-	\$	8.04	Subject to unknown increase/decrease
WWM-P Fee	\$	-	\$	6.71	Subject to unknown increase/decrease
UDEQ Fee	\$	-	\$	0.21	Subject to unknown increase/decrease
Total	\$	49.71	\$	50.46	
Estimated Annual Tons (Farr West):					
4000.00	\$	198,840.00	\$	201,840.00	

3. Cart Rate and Separate Disposal (Any Location)

- City will pay the per cart rate quoted in option 2 (\$5.25 per cart).
- Trash can be taken to disposal site of City's choosing, with ability to change locations during the contract period.
- No guaranteed disposal rate at Ogden Transfer Station, subject to change.
- Carts will have same fuel surcharge that is in the contract, with \$0.66 added to each cart.

American Ramp Company
601 McKinley
Joplin, MO 64801
Phone: 877-RAMP-778
sales@americanrampcompany.com



Concept Design Services

American Ramp Company provides professional concept design services geared to create a design that is unique to your community. Our team of professional skateboarders, BMX riders, mountain bikers, engineers, and visual artists will collaborate with you to generate ideas and develop custom park. Concept design services include the following:

Kickoff & Site Review

- Meet with project team to review design objectives, budget, schedule, site info, and additional details
- Review proposed site for opportunities, constraints, access locations, spectator viewing, drainage considerations, and supporting amenities as needed

Preliminary Concept

- Develop preliminary concept and cost opinion
- Provide preliminary concept and cost opinion to project team for review and comment
- Receive comments from project team for integration into refined concept

Community Engagement

- American Ramp Company will host an in-person community engagement meeting to solicit feedback and present design examples for visual reference.
- American Ramp Company will host an online community survey through our website with questions focused around wheel preference, time and frequency of park use, and specific features that may be included in the park.

Refined Concept

- Refine preliminary concept and cost opinion
- Provide refined concept and cost opinion to project team for review and comment
- Receive comments from project team for integration into final concept

Final Concept

- Present final concept and cost estimate to project team for review and approval
- Provide final design deliverables upon final concept approval

Deliverables

- Site Evaluation Report
- Final Concept
- Cost Estimate

Cost

Total cost for our concept design services: \$60,000 - \$6,000 Sourcewell Discount & Additional Discount = **\$54,000**

Payment Terms: 50% upon signing, remaining 50% upon design completion

Customer Name:

Billing Address:

Phone Number:

Email Address:

Approved By:

Signature:

Date:

Print Name / Title

American Ramp Company
601 McKinley
Joplin, MO 64801
Phone: 877-RAMP-778
sales@americanrampcompany.com



Purchase through our competitively bid government Sourcewell contract.



Farr West City Sourcewell ID# 194425

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

-
1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name:	<u>Citi Design</u>
Address:	<u>Po Box 944 Farmington, UT 84025</u>
Phone Number:	<u>801-895-7144</u>
Fed ID No:	<u>82-2737504</u>

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the Farr West General Plan Update project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 6/30/28 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

WASATCH FRONT REGIONAL COUNCIL

By: _____

By: _____

Date: _____

Date: _____

CERTIFICATION OF CONSULTANT

I hereby certify that I, _____, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):
- (d) Failed to register, actively participate in, and maintain enrollment throughout the term of this Agreement in a Status Verification System (such as the federal E-Verify program) to verify the work eligibility of all new employees within the State of Utah, in compliance with Utah Code § 63G-12-302, except where the CONSULTANT is legally exempt from enrollment under applicable state or federal regulations, including sole proprietors, independent contractors, or individuals with no employees who are barred by federal program rules from registering an E-Verify account.

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

CONSULTANT SIGNATURE

CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

Date

Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager should be included in all correspondence and project meetings. The WFRC Project Manager assigned to this Project is Tim Watkins, tim.watkins@wfrc.utah.gov.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such

suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for an amount not to exceed \$130,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#). All consultant travel must be authorized in writing by the WFRC Project Manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC Project Manager Tim Watkins, tim.watkins@wfrc.utah.gov. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval. All invoices for work through the end of the WFRC fiscal year are due to WFRC by the second week in July; this includes the work of all subconsultants, and any expenses.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances, and regulations affecting their employees, or those engaged by CONSULTANT on the project, and for any claims arising out of any acts of CONSULTANT occurring during this agency relationship. CONSULTANT will procure all necessary licenses and permits for the materials or equipment used or for the conduct of the work.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.



CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of CONSULTANT, its officers, employees or others for whom the CONSULTANT is legally liable.

The WFRC shall indemnify and save harmless CONSULTANT, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees of CONSULTANT, for claims, demands, suits, actions, or proceedings, including workers'

compensation claims, to the extent they result from or arise out of the negligent acts, errors, or omissions of the WFRC officers or employees.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's



obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise (DBE).

The CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The CONTRACTOR agrees to comply with USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," [49 CFR Part 26](#); and
- B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.



- C. If the CONTRACTOR issues a purchase order or subcontracts any portion of this contract, the CONTRACTOR agrees to follow the procurement procedures in FTA Circular 4220.1G, which sets forth the requirements a CONTRACTOR must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE has not been established for this procurement.
- E. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this CONTRACT or such other remedy as Department deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see [49 CFR 26.13\(b\)](#)).

28. Compliance With Data Privacy Requirements:

CONTRACTOR is subject to the data privacy requirements in the Government Data Privacy Act as described in Utah Code §[63A-19-401.4](#). CONTRACTOR shall comply with these data privacy requirements to the same extent as WFR. Any personal data contained within this CONTRACT is classified as a public record under Utah Code §[63G-2-301](#) and may be available to the public as provided by Utah Code §[63G-2-201](#).

ATTACHMENT B

Scope of Work and Services Farr West General Plan Update

1. Project Overview

Citi Design will support Farr West City in updating the City's 2022 General Plan to establish a community-supported vision and an implementable policy framework for the next 15 to 20 years. The update will integrate land use, housing, transportation, active transportation, economic development, water, parks and recreation, open space, and community character.

The process will be grounded in public participation and transparent scenario planning. Residents and stakeholders will participate in creating alternative land-use scenarios through facilitated mapping. The consultant team will then translate those concepts into consistent alternatives and model their comparative effects. The results will be shared with the public and decision-makers before a preferred scenario is assembled and the General Plan is drafted.

Project Objectives

- Assess the 2022 General Plan and determine what should be retained, revised, expanded, or replaced.
- Create a shared community vision for future planning while considering established neighborhoods, housing choices, community identity and character, recreation, water use, fiscal and economic impacts, and agricultural protection areas.
- Align future land use with transportation capacity, active transportation, water use, infrastructure, parks, public facilities, and fiscal considerations.
- Use community-created land use alternatives and objective scenario modeling to support understanding of future choices and tradeoffs.
- Prepare a legally compliant, graphically clear, implementation-focused General Plan and Future Land Use Map.
- Coordinate the General Plan with concurrent other City planning projects (i.e. parks) and relevant WFRS, UDOT, Weber County, and service-provider plans.

Two-Phase Process

PHASE 1	PHASE 2
Understand conditions, listen to the community, have the public create land-use alternatives, model the alternatives, and evaluate tradeoffs.	Establish the vision, prepare the General Plan and maps, develop implementation actions, and support adoption.

2. Scope of Services

Task 1. Project Kickoff, Management, and Existing Document Review

Citi Design will initiate and manage the project in coordination with Farr West City and WFRC. The kickoff will confirm the work program, schedule, communication procedures, data needs, decision points, review periods, and roles. The consultant team will maintain regular coordination throughout the process.

- Review the 2022 General Plan, zoning and subdivision regulations, current and future land-use maps, Moderate-Income Housing strategies, the adopted Trails and Active Transportation Plan, stormwater and infrastructure information, impact-fee materials, CRA plans, annexation information, and other relevant City documents.
- Review applicable WFRC, UDOT, UTA, Weber County, school district, utility, and regional plans and data.
- Coordinate with the City's concurrent planning efforts. If those plans are not final, use the latest City-authorized drafts and clearly document their status.

Task deliverables: Final work plan and schedule; consolidated data request; General Plan Assessment; project coordination and decision log.

Task 2. Stakeholder Coordination

The consultant team will coordinate with the City to prepare an engagement plan that identifies key stakeholders, audiences, decision points, engagement methods, responsibilities, and how public input will influence the plan. The Planning Commission is anticipated to serve as the primary working group.

- Identify and coordinate with residents from both sides of I-15; property owners; agricultural landowners; business owners; developers; youth and senior representatives; community organizations; service districts; Weber County; UDOT; WFRC; UTA; schools; and other affected agencies.
- Conduct stakeholder interviews and small group conversations to surface issues related to growth, property rights, potential land preservation, housing, commercial development, transportation, infrastructure, and community character.
- Develop clear, visual, and accessible meeting materials, online content, surveys, and project updates.
- Use Planning Commission and City Council work sessions at key decision points (later in the process) to confirm direction before major deliverables advance.

Task deliverables: Public and stakeholder engagement plan; stakeholder/contact matrix; meeting and interview materials; engagement summaries and comment tracking.

Task 3. Existing Conditions and Opportunities Analysis

Citi Design will prepare a practical baseline analysis:

- **Prepare and review city-wide demographics and population growth analysis**, with reference to [Kem C Gardner Policy Institute](#) county level population and employment projections, and current subcounty city population estimates.

- Evaluate commercial and employment opportunities.

Map existing land use, zoning, vacant and underdeveloped land, development constraints, sensitive lands, agricultural protection areas, potential preservation areas, community facilities, parks, trails, and opportunity areas.

- **Evaluate commercial and employment opportunities.**
- **Assess the transportation framework.**
- **Evaluate active transportation opportunities and restraints.**

Task deliverables: Existing Conditions and Opportunities Memorandum; baseline map; growth forecasts and assumptions; opportunities/constraints summary for public workshops.

Task 4. Public Workshop No. 1 - Community Values and Public Scenario Creation

The first major public workshop will be a hands-on scenario-building event. Following a short orientation on existing conditions, demographics, opportunities, and constraints, **participants will work in facilitated groups to create alternative future scenarios for Farr West.**

The consultant team will:

- Provide large-format base maps, a consistent place-type and land-use menu, development-character images, growth-allocation information, stickers, markers, and facilitation instructions.
- Ask each group to locate and allocate future residential types, commercial and employment areas, neighborhood transitions, possible preservation areas, possible agricultural lands, parks and gathering places, trails, transportation connections, and other desired uses.
- Document the reasoning, priorities, and tradeoffs associated with each group map, including areas of agreement and disagreement.
- A survey will be provided (either during, before, or after) to learn community values, growth preferences, housing choices, transportation concerns, community character, economic development, parks, trails, and preservation priorities.

Required sequence: The public will create the initial land-use scenarios before the consultant team conducts comparative scenario modeling.

Task deliverables: Workshop presentation and materials; public-created group maps; polling and survey results; workshop summary documenting scenario concepts and community priorities.

Task 5. Public-Created Scenario Refinement, Modeling, and Visual Preference Survey

After Public Workshop No. 1, the consultant team will translate the public-created maps and online input into three representative, internally consistent land-use alternatives. The alternatives will preserve the public's distinct ideas and tradeoffs while using common assumptions, categories, map scales, and growth horizons so they can be compared fairly. The consultant team will work with WFRC and the City to develop the three scenarios.

5.1 Scenario Synthesis and Mapping

- GIS map and code the public-created maps.
- Identify recurring themes, major differences, geographic conflicts, and combinations of ideas that represent distinct community choices.
- **Prepare three public-derived future land-use scenarios**, each accompanied by a transportation framework, active transportation network, preservation strategy, and development-character narrative.
- Show how workshop maps and public input informed each scenario.

5.2 Comparative Scenario Modeling

Once the three public-derived scenarios have been mapped, Citi Design will conduct planning-level scenario modeling using consistent growth assumptions. The model will quantify and compare, as data allows:

- Population, households, housing units, housing mix, and residential density.
- Acres and quantities of residential, commercial, employment, mixed-use, civic, parks/open space, and other land uses.
- Land consumption, infill development potential, potential agricultural and open space.
- Employment capacity, commercial development potential, and planning-level fiscal considerations.
- Transportation impacts
- Water-demand implications, infrastructure and public-facility considerations, stormwater constraints, parks access, and potential capital needs.
- Housing choice, moderate-income housing considerations, neighborhood compatibility, and community-character outcomes.

The scenario model will be comparative and suitable for General Plan decision-making. Assumptions, limitations, and data sources will be clearly documented. The work will not constitute project-level traffic engineering, utility design, environmental clearance, or a formal impact-fee analysis.

5.3 Visual Preference Survey

An image-based visual preference survey will help translate community values into direction regarding neighborhood character, housing forms, streets, commercial areas, open space, trails, parks, and development patterns and tradeoffs that could consider agricultural preservation. Results will inform scenario descriptions, Future Land Use Map policies, development-character guidance, and later zoning recommendations.

Note: This could go earlier in the process.

Task deliverables: Three GIS-based public-derived scenario maps; scenario modeling workbook/database; visual dashboard and breakdown of scenarios; scenario narratives; visual preference survey and results summary.

Task 6. Public Open House No. 2 - Review of Alternatives and Modeled Results

The second public event will present the three public-derived alternatives together with their high-level modeled results. Maps, summaries, visual examples, and side-by-side comparisons will allow residents, landowners, stakeholders, the Planning Commission, and City Council to understand the benefits, impacts, and tradeoffs of each scenario.

- Use posters, surveys, comment stations, and facilitated discussion to identify supported features, concerns, desired combinations, and needed changes.
- Avoid asking participants to select a scenario based only on a map; present the modeled land-use, housing, transportation, fiscal, water, infrastructure, preservation, and community-character outcomes together.
- Offer an online survey for those who did not participate in the workshop.

Task deliverables: Open-house displays and presentation; online materials; survey results; public input summary; documented direction for preferred-scenario development.

Task 7. Preferred Scenario and Vision

The consultant team will combine the strongest and most supported components of the alternatives into a preferred scenario. The preferred scenario will not automatically replicate one alternative; it will respond to public input, technical constraints, property-right considerations, market realities, and direction from the Planning Commission and City Council.

- Prepare the preferred future land-use pattern and associated growth assumptions.
- Identify areas for growth, infill, neighborhood protection, land-use transitions, commercial and employment development, areas where agricultural or open-space preservation could be considered, parks, and community facilities.
- Coordinate the future land-use pattern with the transportation and active transportation frameworks, water and infrastructure considerations, and fiscal/economic objectives.

- Review the preferred scenario in work sessions with the Planning Commission and City Council before full plan drafting.

Task deliverables: Preferred Scenario Memorandum; preferred Future Land Use Map; preferred transportation and active transportation frameworks; revised scenario metrics; decision summary.

Task 8. Community Vision and Guiding Principles

Using the preferred scenario and public input, Citi Design will prepare a concise community vision and guiding principles. The vision will address community character, growth management, neighborhood quality, housing choices, transportation, economic development, water, parks and recreation, community design, and implementation. The Planning Commission and City Council will review and confirm this direction before plan drafting is completed.

Task deliverables: Draft and final community vision statement; guiding principles; related presentation and work-session materials.

Task 9. General Plan Drafting, and Maps

With City concurrence on the preferred scenario, the consultant team will prepare a graphically rich, user-friendly, and implementation-focused General Plan. The chapter organization may be refined with the City, but the plan is anticipated to include:

- Community Vision, Values, and Planning Context. Executive Summary
- Land Use and Community Character.
- Transportation and Circulation/Active Transportation, Trails, including SB 195 requirements for identifying impediments to priority connections and projected cost.
- Housing and Moderate-Income Housing.
- Economic Development and Fiscal Considerations.
- Water, Conservation, Infrastructure, and Community Facilities.
- Parks, Recreation, Open Space, and Community Gathering Places.

The plan will include goals, policies, maps, action items, development-character guidance, and clear direction for future zoning and development decisions. Transportation and active transportation content will be coordinated with Parametrix. Economic, demographic, market, and fiscal content will be coordinated with LRB.

Task deliverables: General Plan outline; chapter drafts; administrative draft plan; Future Land Use Map; transportation and active transportation maps; supporting map series; and data for Future Land Use Web Map.

Task 10. Implementation Strategy and Zoning Recommendations

The implementation strategy will translate the General Plan into actions that can guide budgets, ordinances, development review, partnerships, and capital planning. Recommendations will be organized by priority, timing, responsible party, dependencies, and potential funding or implementation tools related to the following.

- Recommendations for zoning and code updates regarding land use.
- Consideration of land agricultural preservation, conservation subdivision, open-space, and property-owner incentive tools.
- Mixed-use, commercial, and employment-area strategies; access management; street connectivity; and active transportation priorities.
- Water-efficient land-use practices, parks and recreation priorities, public/private partnerships, and capital-improvement considerations.
- Monitoring indicators and a process for periodic implementation review and plan maintenance.

Task deliverables: Implementation action matrix; zoning and recommendations; priority project list; monitoring framework.

Task 11. Draft Review, Public Hearing, Adoption, and Final Plan

The administrative draft will be reviewed by City staff, WFRC, the Planning Commission, City Council, and relevant agencies. Citi Design will consolidate comments, identify policy decisions, and prepare a public review draft. A final public open house is recommended immediately before the Planning Commission public hearing.

- Prepare and present the public review draft and final draft.
- Support the Planning Commission public hearing and recommendation.
- Support City Council review and adoption.
- Incorporate directed revisions and prepare final adopted documents, maps, implementation materials, GIS data, and supporting files.

Task deliverables: Administrative Draft; consolidated comment matrix; Public Review Draft; public-hearing and adoption presentations; Final Adopted General Plan; final PDF and editable source files; final GIS data and maps.

4. Consolidated Deliverables

Deliverables will be submitted electronically unless otherwise agreed. Drafts will be provided in reviewable PDF format, with editable source files, GIS data, spreadsheets, and web-map components delivered for final products as applicable.

ID	Deliverable
D1	Final work plan, detailed schedule, communication protocol, and data request
D2	General Plan Assessment
D3	Existing Conditions and Opportunities Memorandum, map series, and growth forecasts
D4	Workshop No. 1 materials, public-created maps, polling/survey results, and workshop summary
D4	Three GIS-based scenarios
D5	Scenario modeling assumptions and scenario narratives
D6	Visual preference survey and results summary
D7	Open House No. 2 displays, presentation, online materials, and public input summary
D8	Preferred Scenario Memorandum, revised metrics, and preferred Future Land Use/transportation frameworks
D9	Community vision statement and guiding principles
D10	Administrative Draft General Plan, map series, and Future Land Use Map
D11	Implementation action, zoning recommendations, and priority actions
D12	Public Review Draft, comment matrix, hearing/adoption materials, and presentations
D13	Final Adopted General Plan; final maps; accessible PDF; editable source files; GIS data; modeling summary; implementation matrix; and GIS Data.

5. Team Roles and Responsibilities

Consultant Team

- Citi Design: project management; document review; land-use planning; scenario facilitation and modeling integration; public engagement; GIS and graphics; Future Land Use Map; General Plan drafting; implementation strategy; and adoption support.

- LRB Public Finance Advisors: economic development recommendations.
- Parametrix: transportation and active transportation analysis; local and regional network coordination; transportation recommendations.

Farr West City and WFRC

- Designate project managers and provide timely access to plans, GIS data, development information, studies, staff knowledge, and agency contacts.
- Coordinate meeting dates, facilities, public notices, agenda placement, and City communication channels; assist with promotion of surveys and public events.
- Provide consolidated, non-duplicative review comments within agreed review periods and resolve conflicting direction before revisions proceed.
- Participate in kickoff, coordination meetings, workshops, work sessions, hearings, and major decision points.
- Coordinate City attorney review of statutory compliance and formal adoption documents.

6. Assumptions, Limits, and Additional Services

- The scope is based on the accepted July 7, 2026 proposal, a 14-month schedule, and a not-to-exceed fee of \$129,952. Scenario modeling is planning-level and comparative; available data and reasonable documented assumptions will be used.
- The scope does not include project-level engineering design, survey, environmental clearance, detailed utility modeling, traffic-impact studies for individual projects, formal impact-fee facilities plans or analyses, property appraisals, or legal opinions.
- Zoning work is limited to recommendations and an implementation roadmap. A comprehensive code rewrite, or substantial changes to scenarios, indicators, events, hearings, chapters, or revision rounds, may require a written scope and budget amendment.
- The City will provide meeting facilities, public noticing, legal review, and access to City-controlled data. Printing, mailing, translation, interpretation, special accessibility services, and extensive platform licensing are excluded unless authorized.
- The consultant team will coordinate with concurrent transportation and parks plans but is not responsible for the schedule, findings, or final adoption of work prepared under separate contracts.

Farr West General Plan Update - Project Schedule

Farr West General Plan Update — 14-Month Project Schedule														
Project Approach	Mo. 1	Mo. 2	Mo. 3	Mo. 4	Mo. 5	Mo. 6	Mo. 7	Mo. 8	Mo. 9	Mo. 10	Mo. 11	Mo. 12	Mo. 13	Mo. 14
1. Project kickoff, research, and existing document review														
2. Engagement framework and stakeholder coordination														
3. Existing conditions and opportunities analysis														
4. Public Workshop #1 — community values and scenario mapping														
5. Alternative scenario development and online visual preference survey														
6. Public Open House #2 — review of alternatives														
7. Consolidation into a preferred scenario														
8. Community vision and guiding principles														
9. General Plan drafting, maps, and interactive web map														
10. Implementation strategy and zoning recommendations														
11. Draft review, public hearing, and adoption														

Phase 1: Research, engagement, and scenario planning (Items 1–7) | Phase 2: Vision, plan preparation, implementation, and adoption (Items 8–11)

Schedule may be adjusted with Farr West City and WFRC to align with meeting calendars, public-noticing requirements, holidays, data availability, and agency review periods.

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a not-to-exceed amount of **\$130,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$110,000**.

Combined Local Governments: **\$20,000**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by 2/29/28.
- (2) Project / Contract Period: The project / contract will terminate on 6/30/28 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

Farr West General Plan Update Budget

Farr West General Plan Update — Budget							
	Planning Team			Economic Sub-consultants		Transportation Sub-consultants	
Project Approach	Jake Young	John Janson	Abby Wyatt	Fred Philpot/LRB	Logan Loftis/LRB	Tyler Smithson/Parametrix	Tim Peterson/Parametrix
Hourly Rate	\$140.00	\$125.00	\$110.00	\$200.00	\$150.00	\$133.40	\$152.27
	Hours						
1. Project kickoff, research, and existing document review	10	20	10				
2. Engagement framework and stakeholder coordination	5	20	5				
3. Existing conditions and opportunities analysis	5	5	10				
4. Public Workshop #1 — community values and scenario mapping	25	10	25				
5. Alternative scenario development and online visual preference survey	10	15	20				
6. Public Open House #2 — review of alternatives	20	15	25				
7. Consolidation into a preferred scenario	15	20	25				
8. Community vision and guiding principles	25	20	10				
9. General Plan drafting, maps, and interactive web map	60	120	90				
10. Implementation strategy and zoning recommendations	10	28	5				
11. Draft review, public hearing, and adoption	21	31	18				
Economic element research, planning and chapter				30	66		
Transportation element research, planning and chapter						125	25
Misc							
Total hours	206	304	243	30	66	125	25
Budget per position	\$28,840.00	\$38,000.00	\$26,730.00	\$6,000	\$9,900	\$16,675	\$3,807

	Planning Total	\$93,570.00	Economic total	\$15,900	Transportation total	\$20,482
Total Budget	\$129,952					

Economic and Transportation will be involved in all steps of the process they have separate columns for budget purposes.

Budget may be adjusted with Farr West City and WFRG requirements

The budget is a not-to-exceed of \$129,952.00.

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government:	<u>Farr West City</u>
Local Government Representative:	<u>Katie Williams</u>
Contact Address:	<u>1896 North 1800 West Farr West, UT 84404</u>
Contact Email:	<u>katie.williams@farrwestcity.gov</u>

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project’s progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor