



LOCAL PLANNING RESOURCE PROGRAM AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE: 12/1/14

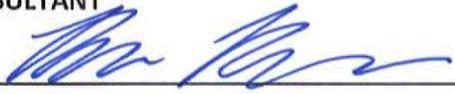
1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project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

Consultant Name: Logan Simpson Design Legal Status of Consultant: Corporation
Address: 123 North College Avenue Suite 206, Fort Collins Colorado 80524
Phone Number: 970-449-4100 Fed ID No: 86-0900108

1. **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 A.
2. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on 12/1/2016, unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
3. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
4. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services To Be Provided by the Consultant
Attachment C – Consultant Budget
Attachment D – Local Government Understanding and Agreement

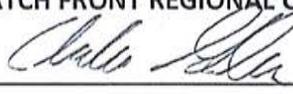
The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

By: 

Date: 12/15/2014

WASATCH FRONT REGIONAL COUNCIL

BY: 

DATE: 12-13-14

CERTIFICATION OF CONSULTANT

I hereby certify that I, Bruce Meighen, 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):

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.

12/15/2014
Date

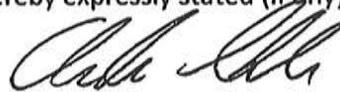

Bruce Meighen, Principal

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; expect as hereby expressly stated (if any):

12-13-14
Date


Andrew Gruber, Executive Director

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 A 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. Such modifications will be identified as Change Orders and will be numbered consecutively beginning with the number "1".

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 assigned to this Project is Julia Collins.

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 subcontractors in performance of this work unless approved in writing by the WFRC.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed no later than 24 months from 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 a lump sum of \$85,000.

9. Method of Payment.

Consultant shall submit an invoice to the WFRC Project Manager every month. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the scope of work. Consultant shall submit an invoice to the WFRC Project Manager every month. Invoices must identify costs by work task and hours expended. 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 receipts, bills, 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, as soon as possible after receiving the invoice.

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 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.

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. 601-613) 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 or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

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. Original documents, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC in accordance with accepted standards relating to public works contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of WFRC.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by WFRC or others. Any reuse of completed documents, or use of partially completed documents, without written verification or concurrence by Consultant for the specific purpose intended will be at WFRC's sole risk and without liability or legal exposure to Consultant; and WFRC shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from re-use or misuse.

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 defend, indemnify and save harmless the WFRC, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortuous or negligent acts, errors, or omissions of CONSULTANT, its agents, officers and employees.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent they result from or arise out of the sole tortuous or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

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. Notices.

Any notices required to be given in writing under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service by certified mail addressed as follows, or through use of other mail courier services that can be adequately traced:

Bruce Meighen

Andrew Gruber

Principal

Executive Director

Logan Simpson Design, Inc.

Wasatch Front Regional Council

123 North College Ave., Ste. 206

295 North Jimmy Doolittle Road

Fort Collins, Colorado 80524

Salt Lake City, UT 84116

26. 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 his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication to CONSULTANT from WFRC shall be from such single source.

ATTACHMENT B

Scope of Work and Services to be provided by the Consultant

PHASE 1: COORDINATION WITH DRAPER COMMUNITY + OTHER GOVERNMENTAL AGENCIES

TASK 1.1 PROJECT SCOPING MEETING

A kick-off meeting will be held with the Planning Team (PT) consisting of City of Draper (COD) planning staff, Consultants (Logan Simpson and Fehr and Peers), and WFRC to create an integrated workplan. Logan Simpson (LS) will provide a detailed work plan to establish roles, participation in meetings, provision of information, and review of materials. This work plan will be part of the final contract between LS and WFRC under approval of COD that WFRC will create and distribute for signatures.

| LS | COD | WFRC |
|--|--|--|
| <ul style="list-style-type: none"> • Scoping Meeting Agenda, Materials, Facilitation & Summary • Initial Goals, Issues & Opportunities • Master Work Plan | <ul style="list-style-type: none"> • Scoping Meeting Logistics & Attendance | <ul style="list-style-type: none"> • Scoping Meeting Attendance |

TASK 1.2 PROJECT INITIATION + PUBLIC INVOLVEMENT

COD will assemble an Advisory Committee (AC) consisting of 12-15 members of the community, Planning Commission (PC), and City Council (CC) as well as an Indicator's Committee (IC). COD will also develop an initial contact list for the General Plan Update, as well as a list of stakeholders. COD will be responsible for all meeting notifications, announcements, press releases, and meeting logistics throughout the process. In addition, COD will initiate a project website with the following functionality:

- Sign up for mailing list
- Comment form(s)
- Questionnaire (associated with specific tasks as detailed below)

COD will also create and update on a regular basis individual Facebook and Twitter accounts.

LS will brand the General Plan by developing templates for project materials and website. A project logo will be created for the project that depicts the integration of the existing Draper logo with the future of the General Plan. LS will create a two-page, illustrative public involvement plan (PIP) outlining outreach goals and activities and overall process for incorporation into the website. The PhotoVoice competition will be announced in conjunction with the public kickoff event, and in addition to a press release for the Plan.

Key methods of public involvement are described in further detail within the tasks below. A summary includes:

1. Website + Social media
2. PT, AC + IC Meetings
3. PhotoVoice Announcement
4. Kickoff Event
5. Stakeholder Interviews
6. 2 Tours
7. 3 Public + Mobile Workshops

8. 3 Surveys
9. To-Go Workshop Materials
10. Optional application of other techniques including: pop-up planning decks/parks, storefronts, “planning in the park,” and/ or mobile planning hubs at established events. LS could provide workshops-to-go for COD, for utilization in additional outreach meetings, conducted by COD to specific key interest groups, boards and commissions, such as the Parks and Trails Commission, Tree Commission, Historic Preservation Commission, and Emergency Services Committee.

COD will provide a contact list for the members of the IC. WFRC will oversee the IC to assist in the development of a set of baseline performance measures, for use as part of a monitoring program. It is expected that several performance measures will be developed to address transportation, economics, housing, natural resources, and community amenities. The IC will include 5 - 6 people, including COD staff, and members of the AC. The IC will utilize ET+ software; review the establishment of the model and its accuracy. LS will create infographics as needed, to illustrate the agreed upon performance measures.

| LS | COD | WFRC |
|--|---|--|
| <ul style="list-style-type: none"> • Public Involvement Plan (PIP) Development • Project Logo + Branding Templates/ Format | <ul style="list-style-type: none"> • Project Contact List • Generate IC List • Schedule of Events • AC List, Notification & Meeting Logistics • Website & Associated Functionality • Facebook & Twitter Accounts • Video Documentation • PhotoVoice Kickoff/ Prizes | <ul style="list-style-type: none"> • IC List Review |

TASK 1.3 KICKOFF EVENT

To announce the initiation of the General Plan, COD will host a Kickoff Event in association with a regularly-scheduled City Council meeting. The Mayor will provide a keynote speech and announce the PhotoVoice competition. COD will identify the list of invitees, send invitations, schedule meeting facilities, etc. LS will provide general kickoff meeting materials and attend the event, WFRC will support as necessary with meeting materials and attend the event. A small, portable display will be included in the lobby.

| LS | COD | WFRC |
|---|--|--|
| <ul style="list-style-type: none"> • Kickoff Event Materials, Attendance & Summary | <ul style="list-style-type: none"> • Kickoff Event Speaker Identification, Invitee Identification & Invitation, Meeting Announcements & Logistics | <ul style="list-style-type: none"> • Kickoff Event Attendance |

TASK 1.4 STAKEHOLDER INTERVIEWS

As described above, a kickoff meeting will be held with City Council at one of their regularly-scheduled meetings. This will be followed by a series of stakeholder interviews that will include elected officials; representatives from public agencies, city departments, and business associations; key citizens; and property owners. COD will create the initial list of stakeholders, send interview invitations, schedule all interviews, and attend as necessary. LS will develop standard interview questions, prepare meeting materials, facilitate interviews, and provide a consolidated interview summary. WFRC will attend a set of selected stakeholder interviews if necessary.

| LS | COD | WFRC |
|--|--|---|
| <ul style="list-style-type: none"> Stakeholder Interview Materials, Facilitation, Interview Summary | <ul style="list-style-type: none"> Stakeholder Interviews / Focus Groups Identification, Notification, Meeting Logistics, Scheduling & Attendance | <ul style="list-style-type: none"> WFRC will attend as necessary |

TASK 1.5 ORIENTATION CITY TOUR

As part of the meeting series described in Tasks 1.3 and 1.4, COD will organize and provide transportation to and between specific sites within the City that have been identified as catalyst areas or opportunity sites. LS and WFRC will both attend a 1/2-day long City Tour to review and discuss each site, on-site. LS will prepare a photo inventory and summary of the Tour.

| LS | COD | WFRC |
|---|--|--|
| <ul style="list-style-type: none"> City Tour Materials, Attendance & Summary | <ul style="list-style-type: none"> City Tour Logistics, Vehicle Rental, Agenda & Attendance | <ul style="list-style-type: none"> City Tour Attendance |

TASK 1.6 PT STRATEGY MEETING #1

After each major milestone meeting, the PT will meet to debrief. Results and action items from strategy meetings will be tracked and reported through the duration of the project. LS will create an executive summary/snapshot for distribution to public and elected officials summarizing Phase 1. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the PT meeting. LS will provide meeting agenda, materials, facilitation, and summary.

| LS | COD | WFRC |
|---|--|--|
| <ul style="list-style-type: none"> PT Meeting #1 Agenda, Materials, Facilitation & Summary Executive Summary/ Snapshot #1 | <ul style="list-style-type: none"> PT Meeting #1 Logistics, Notification & Attendance | <ul style="list-style-type: none"> PT Meeting #1 Attendance |

PHASE 2: RESEARCH + STRATEGY DEVELOPMENT/PLAN REVIEW

TASK 2.1 INVENTORY + ANALYSIS

COD will collect and provide a series of five to six data maps. LS will analyze available mapping data (e.g., land use, utilities, public services, land ownership, zoning, etc.) and plans. WFRC, in conjunction with the IC at meeting #1 will identify the key performance measures to be used in the plan and run key baseline conditions for the City.

| LS | COD | WFRC |
|--|--|---|
| <ul style="list-style-type: none"> Place Type Definitions | <ul style="list-style-type: none"> Provision of Existing Plans for Review Place Type Definitions Attend IC Meeting #1 | <ul style="list-style-type: none"> IC Meeting #1 Identify key Performance Measures to Draper City |

TASK 2.2 PLAN AUDIT & SUMMIT

A full inventory of plans will be provided by COD, and reviewed by LS and WFRC to ensure a sound understanding of planning context and opportunities. These plans minimally include the Draper City General Plan and Code; neighboring community General Plans (for regional connectivity); Utah County General Plan; SLCO Cooperative Plan; Wasatch Choices 2040; Envision Utah’s 2050 Market-Driven Growth Strategy; Master Plan for Relocation of the Draper Prison; and Southwest SLCO TOD Market Study.

COD will program the Plan Audit for efficiency in compiling responses, including a matrix of plan components, and responses consisting of "approve, disapprove, change, and why change." COD will send these programmed matrices to City departments for comment.

A Summit will be held by COD to review the Plan Audit, and help define where energy should be focused for the update. COD will identify the list of invitees and coordinate with the keynote speaker, send invitations, schedule meeting facilities, etc. LS will provide meeting materials and attend the Summit. WFRC will provide supporting materials if necessary and attend the Summit.

| LS | COD | WFRC |
|---|---|---|
| <ul style="list-style-type: none"> Plan Audit Matrix Summit Agenda, Materials, Attendance & Summary | <ul style="list-style-type: none"> Manage Programmed Plan Audit Summit Logistics, Notification & Facilitation | <ul style="list-style-type: none"> Plan Review in Reference to Performance Measures Support Summit Materials & Attendance |

TASK 2.3 EXISTING CONDITIONS SNAPSHOTS

An existing conditions snapshot will be produced by LS for each element, and posted on the website, and provided to community leaders by COD. These snapshots will include a description of community concerns; relevant documents; existing conditions; best practices; design principles; opportunities; constraints; and associated graphics. A central purpose of the General Plan is to harness market opportunities that can achieve larger community goals. Therefore, the PT will focus on an initial set of key areas, like the Prison site and planned TOD nodes, for catalyst projects. WFRC will provide information for key existing conditions performance measures, in coordination with the IC.

| LS | COD | WFRC |
|--|---|---|
| <ul style="list-style-type: none"> Existing Conditions Snapshots Opportunities + Constraints | GIS .mxd & Layer Files (including all supporting spatial data) for Final Formatting by LS | <ul style="list-style-type: none"> Establish and Present Baseline Performance Measures by Snapshot |

TASK 2.4 PT STRATEGY MEETING #2/ AC MEETING #1/ IC MEETING #1 & #2

As part of this Phase, an AC meeting will be held to review progress to date. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the AC meeting. LS will provide meeting agenda, materials, facilitation, and summary. The PT will also meet to debrief. LS will create an executive summary/snapshot for distribution to public and elected officials summarizing Phase 2. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the strategy meeting. LS will provide meeting agenda, materials, facilitation, and summary. WFRC will facilitate the first two IC meetings.

| LS | COD | WFRC |
|--|--|--|
| <ul style="list-style-type: none"> PT Meeting #2 Agenda, Materials, Facilitation & Summary AC Meeting #1 Agenda, Materials, Facilitation & Summary Executive Summary/ Snapshot #2 | <ul style="list-style-type: none"> PT Meeting #2 Logistics, Notification & Attendance AC Meeting #1 Logistics, Notification & Attendance IC Meetings 1 and 2 attend | <ul style="list-style-type: none"> PT Meeting #2 Materials & Attendance AC Meeting #1 Materials & Attendance Lead IC Meetings #1 and #2 Agendas, Logistics, Notification, Materials, Facilitation & Summaries |

PHASE 3: VISIONING + CHOICES

TASK 3.1 COMMUNITY VISIONING WORKSHOP #2

Workshop #1 will build on early public outreach, stakeholder interviews, and PT meetings and feedback and include the display of the existing conditions snapshots, and an interactive exercise to determine the desired future vision and supporting opportunities, as well as input on the existing and desired future conditions performance measures. Workshop #2 will be conducted with one Plan Hub, managed by LS, and located in a static space, with a series of additional mobile events in locations around Draper (i.e. Dairy Barn or Aquarium).

| LS | COD | WFRC |
|--|---|---|
| <ul style="list-style-type: none"> • Workshops-To-Go • Manage Plan Hub • Visioning Events Materials + Survey #2 Materials | <ul style="list-style-type: none"> • Visioning Events #1 Notification, Press Release, Logistics, Scheduling & Attendance • Mobile Event Management & Facilitation • Survey #2 Distribution | <ul style="list-style-type: none"> • Calibration of Building Types to be Draper-Specific |

TASK 3.2 VISION DOCUMENT

Based on the outcome of Workshop #2 and other inputs, an overall vision document will be compiled with plan elements, guiding statements, and illustrations to provide a foundation for the rest of the planning process.

| LS | COD | WFRC |
|--|---|--|
| <ul style="list-style-type: none"> • Draft Vision Document • Final Vision Document | <ul style="list-style-type: none"> • PC/ CC Adoption Hearings for Vision Document (<i>if determined necessary</i>) | <ul style="list-style-type: none"> • Existing & Future Desired Performance Measures |

TASK 3.3 COMMUNITY CHOICES WORKSHOP #3

The Community Choices Workshops will be structured as a 3-day series of workshops at one stationary location, culminating in a closing event on the last day. The workshops will be used to evaluate options and choices as good, better, and best options for development types based on defined metrics. "What if?" questions, which explore the range of planning options and consequences, will be vetted to refine the vision document's goals. Big ideas will be tested, optimized, and refined to reflect community preferences over the course of the three days. Workshop #3 will use creative interaction to solicit input on choices and scenarios. Participants will be educated on trade-offs and benefits of various choices, through the use of an evolving future land use scenario and performance measures. City Tour #2 will also occur at this time.

| LS | COD | WFRC |
|---|--|---|
| <ul style="list-style-type: none"> • Choices 3-Day Workshop Materials + Survey #3 Materials • City Tour Materials, Attendance & Summary | <ul style="list-style-type: none"> • Choices 3-Day Workshop Notification, Press Release, Logistics, Scheduling & Attendance • Survey #3 Distribution • City Tour Logistics, Vehicle Rental, Agenda & Attendance | <ul style="list-style-type: none"> • Choices 3-Day Workshop (Modeling & Evaluation with one iteration per day) with Resulting Performance Measures highlighted the following day • City Tour Attendance |

TASK 3.4 PC & CC UPDATES

Following the workshop, the PT will conduct two separate worksessions, one with PC, and one with CC to review community preferences. Alternatively, COD could hold individual briefings with PC and CC. LS will assist in facilitation, and LS will provide relevant meeting materials. WFRC may provide supporting materials and attendance as necessary.

| LS | COD | WFRC |
|---|--|---|
| <ul style="list-style-type: none"> PC & CC Worksessions Agendas, Materials, Facilitation & Summaries | <ul style="list-style-type: none"> PC & CC Worksessions Logistics, Notification & Attendance Boards & Commission Review of Vision Document | <ul style="list-style-type: none"> PC & CC Worksessions Attendance |

TASK 3.5 PREFERRED LAND USE PLAN

After choices are made, the preferred land use plan will be defined by LS and reviewed with the PT. Vision and value statements form the primary metrics, and evaluation and selection of preferred options will be an open, consensus-based process involving staff, the AC, PC, and CC. This provides an opportunity to balance jobs and housing, and provide a match between transportation demand and supply. Creative new forms of development can be considered for residents, responding to a range of households and lifecycles. LS will prepare visual Simulation(s) to illustrate existing and future conditions for key catalysts areas and/or TOD to build support for future vision. WFRC will complete one more iteration of the ET+ model to reflect any changes received.

| LS | COD | WFRC |
|---|---|--|
| <ul style="list-style-type: none"> Preferred Land Use Plan Renderings/ Visual Simulations (x 5) | <ul style="list-style-type: none"> Review & Consolidated Comment | <ul style="list-style-type: none"> Final Iteration of ET+ |

TASK 3.6 PT STRATEGY MEETING #3/ AC MEETING #2/ IC MEETING #3

As part of this Phase, an AC meeting will be held to review progress to date. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the AC meeting. LS will provide meeting agenda, materials, facilitation, and summary. The PT will also meet to debrief. LS will create an executive summary/snapshot for distribution to public and elected officials summarizing Phase 3. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the strategy meeting. LS will provide meeting agenda, materials, facilitation, and summary. WFRC will facilitate IC meeting #3.

| LS | COD | WFRC |
|--|--|---|
| <ul style="list-style-type: none"> PT Meeting #3 Agenda, Materials, Facilitation & Summary AC Meeting #2 Agenda, Materials, Facilitation & Summary Executive Summary #3 | <ul style="list-style-type: none"> PT Meeting #3 Logistics, Notification & Attendance AC Meeting #2 Logistics, Notification & Attendance | <ul style="list-style-type: none"> PT Meeting #3 Supporting Materials & Attendance AC Meeting #2 Supporting Materials & Attendance Lead IC Meeting #3 Agenda, Logistics, Notification, Materials, Facilitation & Summary |

PHASE 4: DOCUMENT PRODUCTION + REVIEW

TASK 4.1 DRAFT PLAN COMPONENTS

A final outline of the Plan will be developed by LS and reviewed with the PT, and will include Land Use, Transportation, Housing, Open Space, Parks & Recreation, Public Utilities & Services, Economic Development, and Environmental Quality & Sustainability, and incorporate existing conditions, trends, and goals and objectives for each element. LS will integrate hand-drawn renderings and character studies to allow scenarios to come to life.

| LS | COD | WFRC |
|--|--|--|
| <ul style="list-style-type: none"> Draft Plan Annotated Outline | <ul style="list-style-type: none"> Draft Plan Outline Review & Consolidated Comment | <ul style="list-style-type: none"> Support draft Plan Outline Review & Consolidated Comment |

TASK 4.2 IMPLEMENTATION STRATEGY + ACTION PLAN

The Implementation Strategy and Action Plan will be developed by LS and reviewed with the PT and will consist of projects and programs described in both narrative and matrix form, prioritized into short-term, mid-term, and long-term action items, and detailed with responsibilities and revenue sources. The Monitoring and Indicators Program will be identified in the Implementation Strategy and Action Plan, then developed by WFRC and reviewed with the PT to ensure that the Plan stays on track, with solutions and strategies for remedying inconsistencies. The performance measures developed throughout the process will be used as the basis of the monitoring program. The Monitoring Program will be carried out through the plan’s adoption to evaluate the success of plan implementation, based on the identified goals and associated performance measures. LS will lead the Implementation Strategy and Action Plan, with support from WFRC/IC on the Monitoring and Indicators Program.

| LS | COD | WFRC |
|---|---|--|
| <ul style="list-style-type: none"> Implementation Strategy & Action Plan | <ul style="list-style-type: none"> Review & Consolidated Comment | <ul style="list-style-type: none"> Monitoring & Indicators Program & Narrative on Performance Measures for Monitoring Program |

TASK 4.3 DRAFT GENERAL PLAN

The Draft General Plan will be an innovative document that strives to improve the quality of life document for those who live in Draper. The document will be prepared by LS and reviewed with the PT, and will include the following: how to use the Plan; recommended ordinance changes; goals, policies, and strategies for each element; a list of questions to help the City evaluate development proposals; and supporting maps, photos, and figures. WFRC will provide selected narrative regarding performance measures, and supporting graphics, charts and/or illustrations for inclusion. A set of subsequent drafts will be compiled for review by PT, AC, and the general public.

| LS | COD | WFRC |
|--|--|--|
| <ul style="list-style-type: none"> Draft Executive Summary PT Draft General Plan AC Draft General Plan Public Draft General Plan | <ul style="list-style-type: none"> PT Draft Plan Review & Consolidated Comment Public Draft Consolidated Comment | <ul style="list-style-type: none"> Support PT Draft Plan Review & Consolidated Comment Supporting graphics |

TASK 4.4 PT STRATEGY MEETING #4/ AC MEETING #3/ IC MEETING #4

As part of this Phase, an AC meeting will be held to review progress to date. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the AC meeting. LS will provide meeting agenda, materials, facilitation, and summary. The PT will also meet to debrief. LS will create an executive summary/snapshot for distribution to public and elected officials summarizing Phase 4. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the strategy meeting. LS will provide meeting agenda, materials, facilitation, and summary. WFRC will facilitate the last #4 IC meeting.

| LS | COD | WFRC |
|--|--|--|
| <ul style="list-style-type: none"> PT Meeting #4 Agenda, Materials, Facilitation & Summary AC Meeting #3 Agenda, Materials, Facilitation & | <ul style="list-style-type: none"> PT Meeting #4 Logistics, Notification & Attendance AC Meeting #3 Logistics, Notification & Attendance | <ul style="list-style-type: none"> PT Meeting #4 Supporting Materials & Attendance AC Meeting #3 Supporting Materials & Attendance |

Summary

- Executive Summary/ Snapshot #4
 - Attend IC Meeting #4
 - Lead IC Meeting #4 Agenda, Logistics, Notification, Materials, Facilitation & Summary
-

PHASE 5: ADOPTION HEARINGS

TASK 5.1 DRAFT PLAN OPEN HOUSE/ MOBILE PLAN STATION #4

The Draft General Plan will be published on both General Plan and Utah Public Notice websites. After community review, the PT will hold a mobile plan station to ensure the Plan reflects the City’s vision. This event will be an unstructured gathering where members of the public can talk informally with members of the PT, AC, and City staff. The Plan Station could be constructed as a moveable platform that could be stationed within two parking spaces, and serve as a meeting area, seating area, outdoor eating area, etc. catered to different locations. LS will provide meeting materials, and attend the Plan Station. The COD will provide meeting notification, and logistics, identifying the location(s) for the Plan Station, and attend the event. WFRC will provide supporting materials specific to the performance measures, and assist in facilitation of the Plan Station(s).

| LS | COD | WFRC |
|---|--|--|
| <ul style="list-style-type: none"> Public Open House/ Mobile Plan Station #4 Agenda, Materials, Attendance, Facilitation & Summary | <ul style="list-style-type: none"> Public Open House/Mobile Plan Station #4 Notification, Press Release, Logistics, Scheduling & Attendance | <ul style="list-style-type: none"> Public Open House/Drop-In Event #4 Supporting Materials, Attendance & Facilitation Assistance when necessary |

TASK 5.2 PT STRATEGY MEETING #5/ AC MEETING #4

An AC meeting will be held to review progress to date. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the AC meeting. LS will provide meeting agenda, materials, facilitation, and summary. The PT will also meet to debrief. LS will create an executive summary/snapshot for distribution to public and elected officials summarizing Phase 4. COD will be responsible for meeting logistics, notification, and attendance. WFRC will attend the strategy meeting. LS will provide meeting agenda, materials, facilitation, and summary.

| LS | COD | WFRC |
|---|---|---|
| <ul style="list-style-type: none"> PT Strategy Meeting #5 Agenda, Materials, Facilitation & Summary AC Meeting #4 Agenda, Materials, Facilitation & Summary | <ul style="list-style-type: none"> PT Strategy Meeting #5 Logistics, Notification & Attendance AC Meeting #4 Logistics, Notification & Attendance | <ul style="list-style-type: none"> PT Strategy Meeting #5 Supporting Materials & Attendance AC Meeting #4 Supporting Materials & Attendance |

TASK 5.3 PC HEARING + APPROVAL

After the Draft Plan is completed and presented to the public at the open house, LS will incorporate comments and feedback into a General Plan for PC Approval. WFRC may provide revisions to plan materials and graphics. This draft will be presented by COD and LS to the PC at a public hearing, seeking recommended approval. As part of this task, it is recommended that COD hold individual briefings with PC in preparation for the upcoming hearings. LS will assist in presentations, and LS will provide relevant meeting materials, and WFRC will provide supporting materials.

| LS | COD | WFRC |
|--|---|---|
| <ul style="list-style-type: none"> Final General Plan for PC Approval PC Individual Briefings Materials & Presentation Assistance PC Adoption Hearing Materials & Presentation Assistance | <ul style="list-style-type: none"> Final General Plan for PC Review & Consolidated Comment PC Individual Briefings Scheduling, Notification, Agenda, Presentation & Summary PC Adoption Hearing Scheduling, Notification, Agenda, Presentation & Summary | <ul style="list-style-type: none"> Supporting Materials & Graphics for Incorporation into the General Plan for PC Review Supporting Materials for PC Adoption Hearing |

- Boards & Commissions Meetings
Agenda, Materials, Scheduling,
Notification, Facilitation &
Summary

TASK 5.4 CC HEARING + ADOPTION

Based on recommendations from the PC public hearing, LS will incorporate final revisions into the final General Plan for Adoption and assist the PT in the presentation to the CC. WFRC may provide revisions to plan materials and supporting graphics. As part of this task, it is recommended that COD hold individual briefings with CC in preparation for the upcoming hearings. LS will assist in presentations, and LS will provide relevant meeting materials, and WFRC will provide supporting materials.

| LS | COD | WFRC |
|--|---|---|
| <ul style="list-style-type: none"> • Final General Plan for CC Adoption • CC Individual Briefings Materials & Presentation Assistance • CC Adoption Hearing Materials & Presentation Assistance | <ul style="list-style-type: none"> • Final General Plan for CC Review & Consolidated Comment • CC Individual Briefings Scheduling, Notification, Agenda, Presentation & Summary • CC Adoption Hearing Scheduling, Notification, Agenda, Presentation & Summary | <ul style="list-style-type: none"> • Supporting Materials & Graphics for Incorporation into the General Plan for CC Review • CC Adoption Hearing & Supporting Materials |

TASK 5.5 DIGITAL GENERAL PLAN

The Final Plan could be incorporated into a Digital General Plan, hosted by COD, which would include links between the General Plan document and an interactive mapping system, allowing ease of use, and ease of updates within a digital realm. LS will provide the outline, organization, and final land use plan for COD inclusion within the website. COD will be responsible for the functionality and hosting of the Digital General Plan with links and reverse links between the document and interactive mapping system.

| LS | COD | WFRC |
|---|--|---|
| <ul style="list-style-type: none"> • Digital General Plan Outline & Organization | <ul style="list-style-type: none"> • Digital General Plan Functionality & Hosting | <ul style="list-style-type: none"> • Supporting Materials & Graphics for Incorporation into the Digital General Plan |

ATTACHMENT C Budget

Responsibilities and Budget

Logan Simpson Fees for the above services are \$85,000.

Should additional services be required beyond this scope Logan Simpson will provide them on a time and materials basis as approved by City of Draper as requested.

- (1) Completion: All work shall begin with seven (7) days of the notice to proceed and shall be completed by DATE: 12/1/2016
- (2) Project / Contract Period: The project / contract will terminate on 12/1/2016, 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 CONSULTANT shall submit a "Contract Time Extension Modification" to the WASATCH FRONT REGIONAL CONCIL for approval and processing.
 - (a) Certification of Insurance

ATTACHMENT D
Local Government Understanding and Agreement

LOCAL GOVERNMENT INFORMATION

Local Government: City of Draper

Project Manager, Contact Person: Keith Morey

Contact Address: 1020 East Pioneer Road, Draper, UT 84020

Contact Phone: 801-576-6510

Contact Email: keith.morey@draper.ut.us

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 CONSULATANT and the WFRC to make this effort a success.

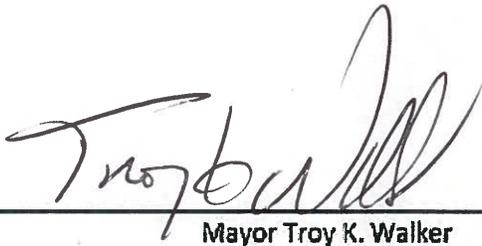
Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

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.

12/16/14
Date



Mayor Troy K. Walker