



CITY OF LOGAN REDEVELOPMENT AGENCY

Resolution No. 13-06 RDA **A RESOLUTION AUTHORIZING AGENCY PARTICIPATION AND FUNDING RELATIVE TO A PROFESSIONAL SERVICES AGREEMENT WITH CONSULTANT, BETTER CITY**

WHEREAS, the City of Logan (hereinafter "City") has adopted policies for assistance and improvements in Redevelopment and Economic Development Project Areas; and

WHEREAS, the Redevelopment Agency (hereinafter "Agency") has adopted a Downtown Redevelopment Project Area Plan, which includes as one of its primary purposes to enhance the economic base of the community by means of revitalization activities carried out in Downtown Logan; and

WHEREAS, the City has adopted the Downtown Specific Plan in which is outlined as part of its Implementation Plan the importance of conducting market analysis, identifying opportunity sites, and actively recruiting establishments that would be synergistic with existing businesses and enhance Downtown; and

WHEREAS, Better City is a firm specializing in performing market studies, conducting site analysis, recruiting developers and tenants, as well as creating financial packages to support new development projects; and

WHEREAS, the Economic Development Committee has reviewed the proposed investment and recommends its approval;

NOW THEREFORE BE IT RESOLVED, that the Redevelopment Agency of the City of Logan does hereby approve the following financial commitment:

The Agency will enter into a professional services agreement with Better City with the overriding objective of enabling the Agency to enter into a development agreement with a developer capable of delivering an entertainment district or other possible and appropriate venues that will draw people regionally to Downtown Logan.

Better City will perform market studies and analysis, identify funding sources, develop an RFP, as well as assist the Agency in selecting the appropriate developer proposal.

The Agency agrees to pay Better City consulting fees as services are performed not to exceed \$20,000.

Further, the Agency will pay Better City an additional \$30,000 when the Agency enters into a development agreement resulting from a proposal submitted as part of the RFP process.

BE IT FURTHER RESOLVED, that the Agency authorizes the Mayor/Chief Administrative Officer to execute the necessary documentation to accomplish the intent of this resolution.

2014

This resolution duly adopted upon this 5 day of February 2013, by the following vote:

Ayes: Olsen, Jensen, Daines, Ward, Quayle

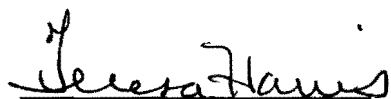
Nays: none

Absent: none



Holly Daines, Chair
Redevelopment Agency

Attest:



Teresa Harris, City Recorder

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This PROFESSIONAL CONSULTING SERVICES Agreement (the "Agreement") is made and entered into this 5th Day of February, 2013, (the "Effective Date") by and between The City of Logan and the Logan Redevelopment Agency, a governmental entity duly organized under law as a political subdivision of the State of Utah (hereinafter referred to as the "CITY"), of 290 North 100 West, Logan, UT 84321 and Better City, a Utah LLC, of PO Box 344, Ogden, Utah 84402 (hereinafter referred to as the "Consultant").

WHEREAS, the CITY wishes to engage the Consultant to provide the services described herein and the Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the CITY and the Consultant, intending to be legally bound, agree to the terms set forth below.

1. TERM. Commencing as of the Effective Date, and continuing for a period of one year (the "Term"), unless earlier terminated pursuant to Section 4 hereof, the Consultant agrees that it will provide professional consulting services to the CITY as set forth below.

2. DESCRIPTION OF SERVICES. Consultant will provide the following services (collectively, the "Services"): As described in the attached Exhibit A.

3. PAYMENT FOR SERVICES. The CITY will pay compensation to Consultant for the Services. Payments will be made as follows:

Subject to the provisions hereof, the CITY shall pay the Consultant consulting fees based on an hourly rate that will not exceed allocated funding. Initially there will be twenty thousand (\$20,000.00) against which work can be billed. Consultant represents that the \$20,000 will be the maximum amount needed to complete the Services set forth in Exhibit A. The hourly rate will be based on the following discounted schedule, and billed in 15 minute intervals:

Matthew Godfrey \$175/Hour
Dean Graham \$125/Hour
Mark Kubricky \$125/Hour
Adam Hughes \$125/Hour
Future Employees \$125/Hour

The CITY shall pay the Consultant monthly for such Services within thirty (30) working days of receipt of the invoice. In addition to the hourly rate described above the Consultant shall be paid an additional thirty thousand (\$30,000.00) when the City enters into a signed development agreement resulting from a proposal submitted to the City's Request For Proposal (RFP) as described in Exhibit A.

4. TERM/TERMINATION. This Agreement may be terminated by either party upon 60 days written notice to the other party.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent Consultant with respect to the CITY, and not an employee of the CITY. The CITY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

6. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Consultant in connection with the Services shall be the exclusive property of the CITY. Upon request, Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the CITY to the Work Product.

7. CONFIDENTIALITY. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the CITY. Consultant will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the CITY all records, notes, documentation and other items that were used, created, or controlled by Consultant during the term of this Agreement.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.


9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah.

**PARTY CONTRACTING SERVICES:
LOGAN REDEVELOPMENT AGENCY**

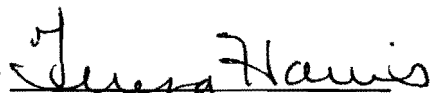
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth opposite their respective signatures below.

DATE: 2/8/13

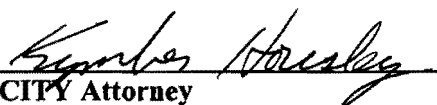
BY: 
Executive Director Randy Watts

DATE: 2/8/13

ATTEST:

BY: 
Recorder

As to Form:


CITY Attorney

DATE: 2/8/13

CONSULTANT:
BETTER CITY, LLC

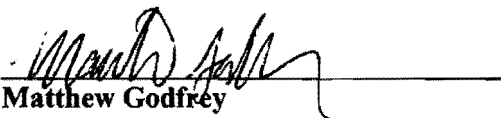
By: 
Matthew Godfrey
Chief Executive Officer

Exhibit A

Objective: Secure a signed development agreement from developers capable of delivering an entertainment district that will draw people regionally to the downtown area, including college students.

Strategy: Perform market studies and analysis to determine which components of a mixed-use downtown entertainment district will be most likely to succeed. Identify potential funding sources to make the development feasible and attractive to potential developers. Develop a City RFP for an entertainment district. Assist the City in evaluating and selecting the appropriate proposal.

Downtown Entertainment District Work Plan:

- 1) Perform market studies for retail, housing, entertainment and office development opportunities
- 2) Determine which opportunities will provide the largest impact to the community and prioritize based on that assessment
- 3) Recruit tenants
- 4) Identify best sites for redevelopment
- 5) Look for grants that may be able to provide funding
- 6) Develop full project financials and perform gap analysis
- 7) Identify alternatives for gap financing
- 8) Calculate new tax revenue that will result from the project
- 9) Create financial package and attract bank support
- 10) Recruit and secure developer via the City's RFP process
- 11) Assist the City in evaluating proposals
- 12) Identify other major issues that negatively affect the City's ability to attract and retain the best employment opportunities and create a plan to address those areas

City Responsibilities

The City will provide all master plans, planning documents, redevelopment strategies, vision statements, proposed redevelopment plans, and other documents that have relevance to the objective and work plans outlined above and will do so in a timely manner.

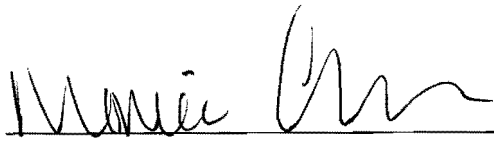
The City will also offer the assistance of city staff to assist in accomplishing the objectives listed above in a way that is reasonable to both parties.

Civil
PROOF OF PUBLICATION

STATE OF UTAH
COUNTY OF CACHE, ss

On this 30th day of January , A.D. 2013 personally appeared before me Monica Christensen who being first being duly sworn, deposes and says that she is the Assistant to the Finance Director of the Cache Valley Publishing Co., publishers of The Herald Journal a daily newspaper published in Logan City, Cache County Utah, and that the Legal Notice, a copy of which is hereto attached was published in said newspaper for 1 issue(s) and that said notice also published on utahlegals.com on the same days(s) as publication in said newspaper

Commencing on the following days:
01/29/2013



_____, Assistant to the Finance Director

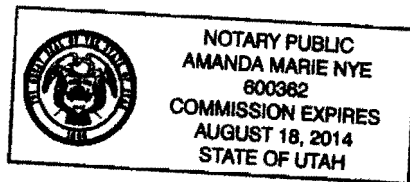
Subscribed and sworn to before me on this 30th day of January , A.D. 2013



_____, Notary Public

Commissioned in the State of Utah

My Commission expires August 1, 2015



**LEGAL NOTICE
LOGAN REDEVELOPMENT AGENCY**

The Logan Redevelopment Agency of Logan City will hold two public hearings to consider Agency Participation and funding relative to a professional services agreement with Consultant, Better City. There will also be a public hearing to consider Agency Assistance for the Branding Cache Valley Initiative, administered by the Cache Chamber of Commerce.

Said public hearings will be held Tuesday, February 5, 2013 not before 5:30 p.m. in the Municipal Council Chambers, 290 North 100 West, Logan, UT. Full text of the resolution is available for inspection at the City Recorder's Office during business hours.

Teresa Harris,
City Recorder

Publication Date: January 29, 2013