



## CITY OF LOGAN REDEVELOPMENT AGENCY

**Resolution**                    **A RESOLUTION AUTHORIZING AGENCY**  
**No. 14-71 RDA**                **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**, Better City has been providing its services to the City and the Agency for the last 18 months; 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 development agreements with developers capable of delivering projects that will draw people regionally to Downtown Logan.

The Agency agrees to pay Better City consulting fees of \$3,000 per month for a period of 12 months and not to exceed \$36,000.

Further, the Agency will pay Better City an additional \$20,000 when the Agency enters into a development agreement resulting from a proposal submitted as part of the RFP process for a Municipal Block project.

Further, the Agency will pay Better City an additional 32,000 when the Agency enters into a development agreement for an Entertainment District project.

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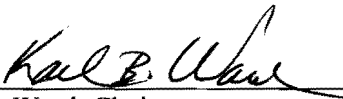
Total payments made to Better City under this contract shall not exceed \$88,000.

This agreement supersedes agreements made as part of Resolution #13-06 RDA and the prior professional services agreement with Better City dated February 5, 2013.

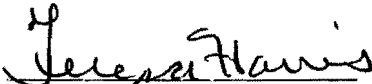
**BE IT FURTHER RESOLVED**, that the Agency authorizes the Mayor/Chief Administrative Officer to execute the necessary documentation to accomplish the intent of this resolution.

This resolution duly adopted upon this 2 day of Sept. 2014, by the following vote:

Ayes: Daines, Simmonds, Olsen, Ward  
Nays: Needham  
Absent: None

  
Karl B. Ward, Chair  
Redevelopment Agency

Attest:

  
Teresa Harris, City Recorder

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this \_\_\_ day of August 2014 (the "Effective Date") by and between the City of Logan and the Logan Redevelopment Agency, a governmental entity organized by law as a political subdivision of the State of Utah (hereinafter referred to as the "City") and Better City, a Utah LLC, a (hereinafter referred to as the "Firm").

WHEREAS, the City wishes to engage the Firm to provide the services described herein and the Firm 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 Firm, 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 twelve months (the "Term"), unless earlier terminated pursuant to Section 6 hereof, the Firm agrees that it will provide consultant services to the City.

2. **DUTIES AND SERVICES.** The Firm's duties and responsibilities ("Services") shall be to perform economic development work in downtown Logan (the "City") on behalf of the City. This will include, but not be limited to assisting in the redevelopment of exiting commercial properties, recruiting of tenants and investment, securing incentives, job creation strategies, and other duties that would pertain to the economic vitality of the City. Such work will be identified and prioritized by the City.

(a) The Firm represents and warrants to the City that the Firm is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Firm's duties. The Firm represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which the Firm performs Services concurrently with those performed herein.

(b) City will assist the Firm in providing the corresponding information and data gathering that is necessary to perform the scope of Services outlined above and will do so in a timely manner.

3. **CONSULTING FEE.**

(a) The Firm shall be paid a payment of \$3,000 on the 1<sup>st</sup> of every month. The Firm shall also be paid for the delivery of Services outlined in the attached Scope of Work, which shall be amended from time to time as the Parties agree. In no case shall the payments from the City exceed \$88,000 per year without prior approval from the City. Payment for those services

shall be made within 30 days of delivery of Services.

(b) In addition to the monthly payment described in paragraph "a" of section 3, the Firm reserves the right to negotiate a payment structure that will be generated from the projects that are orchestrated by the Firm on behalf of the City. The City shall maintain the right to review and approve any such payment structures.

(c) The Firm shall be reimbursed for any direct expenditures that are incurred while working on behalf of the City, subject to City approval before these expenditures are made.

(d) The Firm agrees that all Services will be rendered by employees of the Firm as independent contractors and that this Agreement does not create an employer-employee relationship between the Consultant and the Firm. The Firm shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. The Firm agrees to pay all taxes including self-employment taxes due in respect of the Consulting Fees and to indemnify the City in the event the City is required to pay any such taxes on behalf of the Firm.

**4. AUTHORIZED REPRESENTATIVES.** Each party shall name an individual, specified in Sections 4a and 4b, as its authorized representative for purposes of representation and notices.

(a) The City designates:

Mayor H. Craig Petersen  
290 North 100 West  
Logan, UT 84321  
craig.petersen@loganutah.org

(b) The Consultant designates:

Matthew Godfrey  
1100 Country Hills Drive, Suite 300  
Ogden, UT 84403  
Matthew@bettercity.us

**5. INDEMNIFICATION.** The Firm agrees and covenants to hold harmless and indemnify the City from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions that constitute a form of tortious behavior on the part of the Firm, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

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5. **SUCCESSORS.** The Firm and City agree that the provisions of this Agreement shall be binding on heirs, permitted assigns and successors and agents.

6. **TERMINATION.** This Agreement may be terminated by either party upon 90 days notice to the designated representative. At the time of termination, the Firm will provide to City all work completed or in process as of the date of termination. Within 90 days of termination, City will make payment to the Firm for all authorized fees and expenses outstanding.

7. **CONFIDENTIALITY OF DATA.** The Firm shall treat all data that it receives from or through City, or is otherwise exposed to within the course of completing the scope of work, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations.

The Firm acknowledges that it may be provided or come into contact with confidential information of the City or other related parties (collectively, "City's Confidential Information"). In recognition of the foregoing, the Firm covenants and agrees that

- It will keep and maintain the City's Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure;
- It will use and disclose the City's Confidential Information solely for the purposes for which such information, or access to it, is provided, and Consultant will not use or disclose City's Confidential Information for its own purposes or for the benefit of anyone other than the City or related parties;
- It will not directly or indirectly disclose any of the City's Confidential Information to any third party, except with the City's prior written consent or as otherwise provided herein;
- It will not directly or indirectly use any of the City's Confidential Information to gain an unfair business advantage;
- It shall, upon the earlier of (i) completion of discussions between the parties or any engagement of the Firm by City, (ii) determination that it has no need for the City's Confidential Information, or (iii) at any time the City may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the City's Confidential Information that Consultant may then possess or control. Disposal shall be achieved through prompt delivery of the records to the City or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i), (ii), or (iii) above, the Firm shall, upon request of the City, promptly certify in writing, in a form acceptable to the City and executed by an authorized officer of the Firm, that all of City's Confidential Information has been destroyed or returned.

8. **ENTIRE AGREEMENT.** This Agreement contains the complete agreement and understanding of the parties hereto and supersedes any previous understandings commitments, proposals or agreements whether oral or written and may only be modified or amended in writing or executed by authorized individuals of City and Firm.

9. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Utah.

10. **SIGNATURES.**

EXECUTED as of the Effective Date.

H. CRAIG PETERSEN

MATTHEW R GODFREY

By: \_\_\_\_\_  
Mayor, City of Logan

\_\_\_\_\_  
President, Better City

Hereunto Duly Authorized

Attest:

\_\_\_\_\_  
City Recorder

## Scope of Work

Both parties understand that these projects are strategic in both location and use and are designed to stabilize the downtown core and create momentum to catalyze future projects. The projects may take multiple years to complete.

### **Project 1: Entertainment District**

This project involves crafting a redevelopment plan that will include the acquisition and demolition of a City block to accommodate a multi-screen movie theater along with other uses which may include dining establishments, housing, office, and retail. Firm will assist City in identifying financing sources for a public parking structure to accommodate the project.

Final Payment: \$32,000 for the delivery of a signed development agreement to effect what is described as Project 1.

### **Project 2: Municipal Block**

This project involves the redevelopment of all or a portion of the eastern half of the Municipal block comprised of 3.91 acres and may also include additional redevelopment on adjacent blocks.

Final Payment: \$20,000 for the delivery of a signed development agreement to effect what is described as Project 2.

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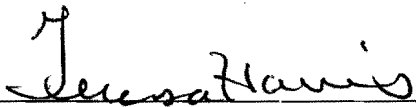
By:   
\_\_\_\_\_  
Mayor, City of Logan

MATTHEW R GODFREY

  
\_\_\_\_\_  
President, Better City

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City Recorder

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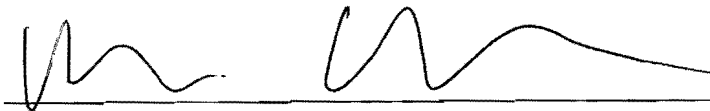
Final Payment: \$20,000 for the delivery of a signed development agreement to effect what is described as Project 2.

Civil  
PROOF OF PUBLICATION

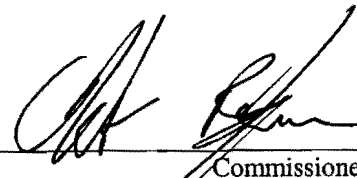
STATE OF UTAH  
COUNTY OF CACHE, ss

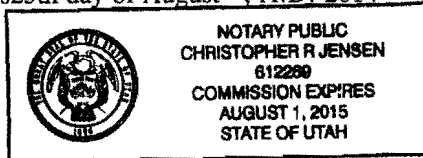
On this 25th day of August , A.D. 2014 personally appeared before me Monica Christensen who being first being duly sworn, deposes and says that she is the Assistant to the Finance Director of the Cache Valley Publishing Co., publishers of The Herald Journal a daily newspaper published in Logan City, 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:  
08/24/2014

 , Assistant to the Finance Director

Subscribed and sworn to before me on this 25th day of August , A.D. 2014

 , Notary Public



Commissioned in the State of Utah  
My Commission expires August 1, 2015

**LEGAL NOTICE**  
**LOGAN REDEVELOPMENT AGENCY**

The Logan Redevelopment Agency of the City of Logan will hold public hearings to consider the following:

Unspent Appropriations FY 2014 - Carry Forwards:  
REDEVELOPMENT AGENCY - \$58,850 for Façade Improvement Program.

Consideration of a proposed resolution authorizing Agency participation and funding, relative to a professional services agreement with Consultant, Better City.

Said public hearings will be held Tuesday, September 2, 2014 not before 5:30 p.m. in the Logan Municipal Council Chamber, 290 North 100 West, Logan, UT. Full text of the resolutions are available for inspection at the City Recorder's Office during business hours.

Teresa Harris, City Recorder  
Publication Date: August 24, 2014