

## SOUTH WEBER CITY COUNCIL AGENDA

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PUBLIC NOTICE is hereby given that the City Council of SOUTH WEBER CITY, Utah, will meet in an electronic meeting on Tuesday, May 26, 2020 streamed live on YouTube, commencing at 6:00 p.m.

**OPEN** (Agenda items may be moved in order or sequence to meet the needs of the Council.)

1. Pledge of Allegiance: Councilman Winsor
2. Prayer: Councilman Halverson
3. Corona Virus Update
4. Public Comment: Anyone requesting to comment live via Zoom must pre-register at the following <https://forms.gle/PMJFhYFJsD3KCi899> before 5 pm on the meeting date. Comments will also be accepted at [publiccomment@southwebercity.com](mailto:publiccomment@southwebercity.com)
  - a. Individuals may speak once for 3 minutes or less
  - b. State your name and address
  - c. Direct comments to the entire Council
  - d. Note City council will not respond during the public comment period

### **ACTION ITEMS**

5. Approval of Consent Agenda
  - a. Check register April
  - b. Budget to Actual March
6. Resolution 2020-19: On-Call Property Appraisers Provider Pool
  - a. Award Contract to The Cook Group
  - b. Award Contract to Lang Appraisal Service
  - c. Award Contract to Western States Valuation
7. Resolution 2020-20: On-Call Property Acquisition Services Provider Pool
  - a. Award Contract to Bonneville Acquisitions
  - b. Award Contract to Horrocks Engineers
  - c. Award Contract to LaMar A. Mabey & Associates, Inc.
  - d. Award Contract to Meridian Engineerings, Inc.
8. Resolution 2020-21: Award 2020 Canyon Meadows Wetlands Restoration Project
9. Resolution 2020-22: Extend Audit Contract with Keddington & Christensen CPAs

### **REPORTS**

10. New Business
11. Council & Staff
12. Adjourn

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

SWC Council Agenda 05-26-2020

THE UNDERSIGNED DULY APPOINTED CITY RECORDER FOR THE MUNICIPALITY OF SOUTH WEBER CITY HEREBY CERTIFIES THAT A COPY OF THE FOREGOING NOTICE WAS MAILED, EMAILED, OR POSTED TO: 1. CITY OFFICE BUILDING 2. FAMILY ACTIVITY CENTER 3. CITY WEBSITE [www.southwebercity.com](http://www.southwebercity.com) 4. UTAH PUBLIC NOTICE WEBSITE [www.pmn.utah.gov](http://www.pmn.utah.gov) 5. THE GOVERNING BODY MEMBERS 6. OTHERS ON THE AGENDA

**DATE:** 05-22-2020

**CITY RECORDER: Lisa Smith**



## Report Criteria:

Report type: GL detail

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/30/20	41288	Achermann, Logan	04/24/20	Refund of FAC Rental Payment	2034720	220.00	Achermann, Logan
Total 41288:						220.00	
04/09/20	41211	Ahlstrom, Douglas J.	03/31/20	Legal Services - March 2020	1043313	1,725.00	Ahlstrom, Douglas J.
Total 41211:						1,725.00	
04/30/20	41289	American Environment Engineering Consult	04/24/20	Fire Hydrant Meter Rental Refund	5137100	470.17	American Environment Engineering Consult
Total 41289:						470.17	
04/22/20	41267	Archuleta, Gary	04/22/20	Landscape Repairs for South Bench Drive Phas	4560730	4,200.00	Archuleta, Gary
Total 41267:						4,200.00	
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	1057280	175.56	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	1058250	13.24	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	1060250	36.48	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	1070250	13.24	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	5140490	58.84	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	5240490	13.24	AT&T MOBILITY
04/16/20	41239	AT&T MOBILITY	04/01/20	Telecom Service - April 2020	5340492	13.24	AT&T MOBILITY
Total 41239:						323.84	
04/09/20	41212	Barry Burton	03/31/20	Planner Services - March 2020	1058310	1,382.50	Barry Burton
04/09/20	41212	Barry Burton	03/31/20	Subdivision Reviews by Planner March 2019	1058319	770.00	Barry Burton
Total 41212:						2,152.50	
04/30/20	41290	BELL JANITORIAL SUPPLY	04/28/20	City Hall Janitorial Supplies	1043262	18.96	BELL JANITORIAL SUPPLY
04/30/20	41290	BELL JANITORIAL SUPPLY	04/28/20	Paper Towels and Toilet Paper	1070261	312.52	BELL JANITORIAL SUPPLY
Total 41290:						331.48	
04/09/20	41213	BLUE STAKES OF UTAH	03/31/20	Blue Stakes - August 2019	5140250	89.28	BLUE STAKES OF UTAH

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41213:						89.28	
04/16/20	41240	CAL RANCH STORES	04/08/20	Weed Spray	1070261	319.96	CAL RANCH STORES
Total 41240:						319.96	
04/30/20	41291	CAL RANCH STORES	04/23/20	ATV Cart - 10 cu.ft.	1070250	369.99	CAL RANCH STORES
Total 41291:						369.99	
04/23/20	41269	CENTURYLINK	04/10/20	SCADA Data Line - April 2020	5140490	58.29	CENTURYLINK
Total 41269:						58.29	
04/16/20	41241	Christensen, Attorney-at-Law, Anders	04/09/20	Public Defender Fees - 9 cases	1042313	1,575.00	Christensen, Attorney-at-Law, Anders
Total 41241:						1,575.00	
04/16/20	41242	CHRISTOPHER F ALLRED	03/31/20	Prosecution Services - March 2020	1042313	600.00	CHRISTOPHER F ALLRED
Total 41242:						600.00	
04/02/20	41197	CINTAS CORPORATION	03/25/20	Eye Wash Station - Shops March 2020	1060260	125.48	CINTAS CORPORATION
Total 41197:						125.48	
04/23/20	41270	CINTAS CORPORATION	04/17/20	First Aid - Shops - April 2020	1060250	33.90	CINTAS CORPORATION
Total 41270:						33.90	
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	MATS/TOWELS - 03/25/2020	1060250	13.48	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	5240140	8.24	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	5140140	16.48	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	5440140	8.24	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	1060140	16.48	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	1070140	32.95	CINTAS CORPORATION LOC 180
04/02/20	41198	CINTAS CORPORATION LOC 180	03/25/20	PW Uniforms - 03/25/2020	1058140	16.47	CINTAS CORPORATION LOC 180

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41198:						112.34	
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	MATS/TOWELS - 04/01/2020	1060250	13.48	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	5240140	34.45	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	5140140	68.95	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	5440140	34.45	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	1060140	68.95	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	1070140	137.85	CINTAS CORPORATION LOC 180
04/09/20	41214	CINTAS CORPORATION LOC 180	04/01/20	PW Uniforms - 04/01/2020	1058140	68.95	CINTAS CORPORATION LOC 180
Total 41214:						427.08	
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	MATS/TOWELS - 04/08/2020	1060250	13.48	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	5240140	11.75	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	5140140	23.51	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	5440140	11.75	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	1060140	23.51	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	1070140	47.01	CINTAS CORPORATION LOC 180
04/16/20	41243	CINTAS CORPORATION LOC 180	04/08/20	PW Uniforms - 04/08/2020	1058140	23.52	CINTAS CORPORATION LOC 180
Total 41243:						154.53	
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	MATS/TOWELS - 04/15/2020	1060250	13.48	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	5240140	7.38	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	5140140	14.76	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	5440140	7.38	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	1060140	14.76	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	1070140	29.51	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/15/20	PW Uniforms - 04/15/2020	1058140	14.76	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	MATS/TOWELS - 04/22/2020	1060250	13.49	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	5240140	22.89	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	5140140	45.81	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	5440140	22.89	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	1060140	45.81	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	1070140	91.59	CINTAS CORPORATION LOC 180
04/23/20	41271	CINTAS CORPORATION LOC 180	04/22/20	PW Uniforms - 04/22/2020	1058140	45.80	CINTAS CORPORATION LOC 180
Total 41271:						390.31	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/02/20	41199	COLONIAL FLAG SPECIALTY CO INC	03/24/20	Flag Rotation - City Hall- March 2020	1043262	37.00	COLONIAL FLAG SPECIALTY CO INC
Total 41199:						37.00	
04/09/20	41215	Consolidated Paving & Concrete	03/31/20	2019 Street Maintenance Projects	5676730	229,167.90	Consolidated Paving & Concrete
Total 41215:						229,167.90	
04/09/20	41216	Core and Main	03/19/20	Repair Clamps (8)	5140490	2,315.36	Core and Main
Total 41216:						2,315.36	
04/16/20	41244	Core and Main	04/09/20	Water Meters (10) and parts	5140490	3,551.60	Core and Main
Total 41244:						3,551.60	
04/09/20	41217	CROWN TROPHY	03/09/20	Trophies for Comp League 2019 - 2020 Season	2071488	47.25	CROWN TROPHY
Total 41217:						47.25	
04/09/20	41218	DAVIS COUNTY GOVERNMENT	03/31/20	Animal Control Services - March 2020	1054311	1,615.08	DAVIS COUNTY GOVERNMENT
Total 41218:						1,615.08	
04/16/20	41245	DAVIS COUNTY GOVERNMENT	03/31/20	Dispatch Fees - March 2020	1057370	652.58	DAVIS COUNTY GOVERNMENT
04/16/20	41245	DAVIS COUNTY GOVERNMENT	03/31/20	Bailiff Services - March 2020	1042317	201.00	DAVIS COUNTY GOVERNMENT
04/16/20	41245	DAVIS COUNTY GOVERNMENT	04/02/20	Law Enforcement Services - March 2020	1054310	18,490.00	DAVIS COUNTY GOVERNMENT
Total 41245:						19,343.58	
04/30/20	41292	DE LAGE LANDEN	04/25/20	COPIER MAINT AGREEMENT - SHARP	1042240	21.47	DE LAGE LANDEN
04/30/20	41292	DE LAGE LANDEN	04/25/20	COPIER MAINT AGREEMENT - SHARP	1043240	50.10	DE LAGE LANDEN
04/30/20	41292	DE LAGE LANDEN	04/25/20	COPIER MAINT AGREEMENT - SHARP	5140240	35.78	DE LAGE LANDEN
04/30/20	41292	DE LAGE LANDEN	04/25/20	COPIER MAINT AGREEMENT - SHARP	5240240	35.78	DE LAGE LANDEN
Total 41292:						143.13	
04/02/20	41200	DURKS PLUMBING	03/25/20	Parks repair list	1070261	109.90	DURKS PLUMBING

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41200:						109.90	
04/30/20	41293	DURKS PLUMBING	04/23/20	Sprinkler parts for parks	1070261	501.15	DURKS PLUMBING
04/30/20	41293	DURKS PLUMBING	04/23/20	SPRINKLER PARTS FOR PARKS	1070261	112.25	DURKS PLUMBING
Total 41293:						613.40	
04/09/20	41219	Eriks North America, Inc.	03/25/20	Sprinkler Pipe and Fittings	1070261	146.11	Eriks North America, Inc.
Total 41219:						146.11	
04/16/20	41246	EXECUTECH	03/31/20	Antivirus, Backup, Email - Mar 2020	1043350	687.55	EXECUTECH
04/16/20	41246	EXECUTECH	03/31/20	IT Services for Mar 2020	1043308	887.40	EXECUTECH
04/16/20	41246	EXECUTECH	03/31/20	Server Migration	1043740	112.50	EXECUTECH
Total 41246:						1,687.45	
04/23/20	41272	EXECUTECH	04/01/20	IT Services for April 2020	1043308	715.00	EXECUTECH
Total 41272:						715.00	
04/23/20	41273	Farmington City	04/22/20	1500 Gal Tank & Accessories for 6x6 5-Ton Truc	1057740	4,000.00	Farmington City
Total 41273:						4,000.00	
04/30/20	41294	FOCUS & EXECUTE	04/22/20	Annual Web Subscription - 4/1/2020 - 4/1/2021	1043350	3,000.00	FOCUS & EXECUTE
Total 41294:						3,000.00	
04/09/20	41220	FREEDOM MAILING SERVICES INC.	03/31/20	Utility Billing - March 2020	5140370	536.45	FREEDOM MAILING SERVICES INC.
04/09/20	41220	FREEDOM MAILING SERVICES INC.	03/31/20	Utility Billing - March 2020	5240370	373.18	FREEDOM MAILING SERVICES INC.
04/09/20	41220	FREEDOM MAILING SERVICES INC.	03/31/20	Utility Billing - March 2020	5340370	174.93	FREEDOM MAILING SERVICES INC.
04/09/20	41220	FREEDOM MAILING SERVICES INC.	03/31/20	Utility Billing - March 2020	5440370	81.63	FREEDOM MAILING SERVICES INC.
Total 41220:						1,166.19	
04/02/20	41201	GRIFFIN FAST LUBE/MYFLEETCENTER	03/06/20	Maintenance on Mark J's Truck	5440250	173.04	GRIFFIN FAST LUBE/MYFLEETCENTER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41201:						173.04	
04/09/20	41221	GRIFFIN FAST LUBE/MYFLEETCENTER	04/02/20	Maintenance on 2017 Ford - Jody	5140250	191.67	GRIFFIN FAST LUBE/MYFLEETCENTER
Total 41221:						191.67	
04/09/20	41222	HANSEN & ASSOCIATES	03/31/20	Construction Staking on South Bench Dr	4560730	491.76	HANSEN & ASSOCIATES
Total 41222:						491.76	
04/16/20	41247	Henry Schein, Inc.	03/24/20	Medical Supplies	1057450	314.75	Henry Schein, Inc.
04/16/20	41247	Henry Schein, Inc.	03/24/20	Gowns	1057450	31.50	Henry Schein, Inc.
04/16/20	41247	Henry Schein, Inc.	03/25/20	O2 Module	1057450	49.50	Henry Schein, Inc.
Total 41247:						395.75	
04/02/20	41202	Hess, Darren (referee pmts)	03/12/20	Referee	2071488	76.00	Hess, Darren (referee pmts)
Total 41202:						76.00	
04/09/20	41223	INFOBYTES, INC.	03/25/20	Website Hosting - March 2020	1043308	234.14	INFOBYTES, INC.
Total 41223:						234.14	
04/30/20	41295	INFOBYTES, INC.	04/25/20	Website Hosting - April 2020	1043308	234.14	INFOBYTES, INC.
Total 41295:						234.14	
04/02/20	41203	INTERMOUNTAIN TESTING SERVICES	03/21/20	Concrete Testing - South Bench Dr Phase 1	4560730	420.40	INTERMOUNTAIN TESTING SERVICES
Total 41203:						420.40	
04/23/20	41274	INTERMOUNTAIN TESTING SERVICES	04/11/20	Concrete Testing - South Bench Dr Phase 1	4560730	951.10	INTERMOUNTAIN TESTING SERVICES
Total 41274:						951.10	
04/30/20	41296	INTERMOUNTAIN TESTING SERVICES	04/18/20	Concrete Testing - South Bench Dr Phase 1	4560730	210.20	INTERMOUNTAIN TESTING SERVICES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41296:						210.20	
04/16/20	41248	Interstate Barricades, LLC	04/09/20	Street Signs (12)	1060415	495.00	Interstate Barricades, LLC
04/16/20	41248	Interstate Barricades, LLC	04/13/20	Sign for Harvest Park subdivision	1060415	48.60	Interstate Barricades, LLC
Total 41248:						543.60	
04/09/20	41224	JOHNSON ELECTRIC	03/13/20	Street Light Repair	1060271	210.70	JOHNSON ELECTRIC
Total 41224:						210.70	
04/23/20	41275	Johnson, Mark H	04/16/20	Tuition Reimbursement for Spring 2020 Semest	1043610	328.50	Johnson, Mark H
Total 41275:						328.50	
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Riverside Plase Subdivision - Phases 1 & 2	1058319	94.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Riverside Place Subdivision - Phase 3	1058319	94.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Old Maple Farms Subdivision - Phases 1 & 2	1058319	62.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Old Maple Farms Subdivision - Phase 3	1058319	532.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	South Weber Drive Commercial Subdivision - 1s	1058319	62.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Harvest Park Subdivision - Phase 1	1058319	235.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Sun Rays Subdivision	1058319	156.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Riverside RV Park Resort	1058319	156.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	The Lofts at Deer Run	1058319	1,250.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Ray's Village	1058319	62.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Transition Subdivision - Car Wash (Dan Murray)	1058319	62.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Mountainside Plaza (Gunderson)	1058319	886.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Potential Revisions to City Code	1058312	312.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General Budget Discussion & Information	1058312	400.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General Information related to Potential Develo	1058312	230.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General Engineering Assitance	1058312	1,405.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General City Council Meeting - Planning & Atten	1058312	375.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Project Review Meetings	1058312	1,281.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	New Public Works Facility - Site Study and Acq	4560710	62.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	2020 Streetlight Installation Project	1060416	2,377.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	2019 General Plan Update - General	1058312	2,425.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	RFQ for Appraisal Services	1058312	56.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Capital Projects CIP	1058312	1,456.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	CofO - Ray Creek Estates	1058312	141.00	JONES AND ASSOCIATES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	CofO - Sun Rays Subdivision	1058312	47.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	CofO - Old Maple Farms Phases 1 & 2	1058312	47.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	CofO - Old Maple Farms Phase 3	1058312	47.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Street Maintenance Planning & Analysis	5676312	2,374.75	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	US-89: Farmington to I-84	1060312	281.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Transportation Utility Fund	5676312	312.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	South Bench Drive - Construction Management	4560730	2,364.75	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	UDOT SR-60 Mill & Overlay	1060312	218.75	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	2019 SR-60 Sidewalk Project (by Skyhaven Co	4560730	906.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	2019 SR-60 Sidewalk Project (by 475 East)	4560730	906.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	2019 Street Maintenance Projects	5676312	205.75	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Water System SCADA Upgrades	5140740	3,031.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	WRRP - Bridge Replacement	5140730	114.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	WRRP - Tank Rehabilitation and Site Improvem	5140730	339.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	EBRWR - Design	5140730	148.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	JCWR - General	5140730	141.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Cottonwood Drive Waterilne Replacement Proj	5140730	1,011.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General Storm Water Compliance	5440312	849.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Canyon Meadows Park - Wetlands Restoration	1070312	933.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	1900 E Nature Park	1070312	47.50	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Canyon Meadows Park - Master Plan (West)	1070312	1,786.25	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Base Map and Database Management	1058312	369.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	General Plan Maps	1058312	804.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Utility Maps - General	5140325	771.00	JONES AND ASSOCIATES
04/09/20	41225	JONES AND ASSOCIATES	03/31/20	Utility Maps - Storm Drain	5440325	3,937.00	JONES AND ASSOCIATES
Total 41225:						36,172.50	
04/02/20	41204	Kirk Mobile Repair Inc	03/12/20	Ford Ranger inspected for leaks and estimate to	1060250	95.00	Kirk Mobile Repair Inc
04/02/20	41204	Kirk Mobile Repair Inc	03/24/20	Repair on Backhoe	1070250	315.30	Kirk Mobile Repair Inc
Total 41204:						410.30	
04/09/20	41226	Kirk Mobile Repair Inc	04/01/20	Maintenance on Plow Truck - 12/2/2019	1060411	1,220.16	Kirk Mobile Repair Inc
Total 41226:						1,220.16	
04/16/20	41249	Kirk Mobile Repair Inc	03/12/20	Wiring Repair on Engine 2	1057250	745.67	Kirk Mobile Repair Inc

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41249:						745.67	
04/02/20	41205	Laprevote, Paul	03/24/20	Reimbursement for Supplies	1043240	20.52	Laprevote, Paul
Total 41205:						20.52	
04/16/20	41250	Leading Edge Supply Solution LLC	04/10/20	NFT 500 safety gloves	5140250	52.72	Leading Edge Supply Solution LLC
Total 41250:						52.72	
04/23/20	41276	LES OLSON COMPANY	04/16/20	Copier Quarterly Contract	1043250	176.14	LES OLSON COMPANY
Total 41276:						176.14	
04/23/20	41277	LOWES PROX	03/31/20	Multi-purpose Reach Tool (3)	1070250	54.09	LOWES PROX
04/23/20	41277	LOWES PROX	03/31/20	Dewalt 29 pc Oscillating Tool Kit	1060250	248.07	LOWES PROX
04/23/20	41277	LOWES PROX	03/31/20	Shelving for PW Dir. Office	1043262	262.36	LOWES PROX
04/23/20	41277	LOWES PROX	03/31/20	Chlorox Outdoor Bleach	1070261	24.60	LOWES PROX
04/23/20	41277	LOWES PROX	03/31/20	Electrical Supplies	1060250	60.47	LOWES PROX
04/23/20	41277	LOWES PROX	03/31/20	Supplies to Clean Cherry Farms Restroom	1070261	63.07	LOWES PROX
Total 41277:						712.66	
04/16/20	41251	Mitel	04/01/20	Telephone service - April 2020	1043280	886.24	Mitel
Total 41251:						886.24	
04/30/20	41297	Morton Salt	04/28/20	Road Salt - January 20	1060411	1,974.92	Morton Salt
04/30/20	41297	Morton Salt	04/28/20	Road Salt - January 16	1060411	2,112.96	Morton Salt
Total 41297:						4,087.88	
04/23/20	41278	MOUNT OLYMPUS WATER	04/18/20	Water Cooler at City Hall	1043262	5.99	MOUNT OLYMPUS WATER
Total 41278:						5.99	
04/02/20	41206	NILSON HOMES	03/25/20	Refund of Completion Bond SWC190821141	1021340	500.00	NILSON HOMES
04/02/20	41206	NILSON HOMES	03/25/20	Refund of Completion Bond SWC190926173	1021340	500.00	NILSON HOMES

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41206:						1,000.00	
04/30/20	41298	NILSON HOMES	04/23/20	Refund of Completion Bond SWC190923167	1021340	500.00	NILSON HOMES
04/30/20	41298	NILSON HOMES	04/28/20	Refund of Completion Bond SWC190925171	1021340	500.00	NILSON HOMES
Total 41298:						1,000.00	
04/09/20	41227	OCC Outdoors	03/17/20	Memorial Park Bench for Posse Grounds	1070260	952.56	OCC Outdoors
Total 41227:						952.56	
04/02/20	41207	OFFICE DEPOT	03/18/20	Toner, Paper	1043240	76.38	OFFICE DEPOT
04/02/20	41207	OFFICE DEPOT	03/18/20	Calculator	1043240	90.65	OFFICE DEPOT
04/02/20	41207	OFFICE DEPOT	03/18/20	Notebooks(2)	1043240	4.40	OFFICE DEPOT
Total 41207:						171.43	
04/16/20	41252	OFFICE DEPOT	04/02/20	Batteries	1043240	20.06	OFFICE DEPOT
Total 41252:						20.06	
04/23/20	41279	Ovation Development	04/20/20	Refund of Completion Bond SWC190909147	1021340	500.00	Ovation Development
04/23/20	41279	Ovation Development	04/20/20	Refund of Completion Bond SWC190909148	1021340	500.00	Ovation Development
04/23/20	41279	Ovation Development	04/20/20	Refund of Completion Bond SWC190909149	1021340	500.00	Ovation Development
04/23/20	41279	Ovation Development	04/20/20	Refund of Completion Bond SWC190909150	1021340	500.00	Ovation Development
04/23/20	41279	Ovation Development	04/20/20	Refund of Completion Bond SWC190909151	1021340	500.00	Ovation Development
Total 41279:						2,500.00	
04/30/20	41299	Ovation Development	04/23/20	Refund of Completion Bond SWC190912157	1021340	500.00	Ovation Development
04/30/20	41299	Ovation Development	04/23/20	Refund of Completion Bond SWC190912158	1021340	500.00	Ovation Development
04/30/20	41299	Ovation Development	04/23/20	Refund of Completion Bond SWC190912159	1021340	500.00	Ovation Development
Total 41299:						1,500.00	
04/09/20	41228	PEHP LTD PAYMENTS	03/16/20	LTD Premium - 03/16/2020 - 03/29/2020	1043135	130.72	PEHP LTD PAYMENTS
Total 41228:						130.72	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/23/20	41280	PEHP LTD PAYMENTS	03/30/20	LTD Premium - 03/30/2020 - 04/12/2020	1043135	118.97	PEHP LTD PAYMENTS
Total 41280:						118.97	
04/30/20	41300	PERRY HOMES	04/28/20	Refund of Completion Bond SWC181018162	1021340	500.00	PERRY HOMES
04/30/20	41300	PERRY HOMES	04/28/20	Refund of Completion Bond SWC191121220	1021340	500.00	PERRY HOMES
Total 41300:						1,000.00	
04/16/20	41253	PRAXAIR	03/22/20	Medical Oxygen	1057450	113.10	PRAXAIR
Total 41253:						113.10	
04/16/20	41254	Pure Water Partners	03/11/20	Ice Machine Lease - March 2020	1057260	300.90	Pure Water Partners
Total 41254:						300.90	
04/16/20	41255	Revco Leasing Company	04/07/20	Plotter Lease - April 2020	1058250	260.37	Revco Leasing Company
Total 41255:						260.37	
04/16/20	41256	RICHARDS SIGN CO.	04/01/20	Truck door Signs	1060250	263.36	RICHARDS SIGN CO.
Total 41256:						263.36	
04/09/20	41229	ROBINSON WASTE SERVICES INC	04/01/20	Park & Ride Collection - April 2020	1070626	42.95	ROBINSON WASTE SERVICES INC
Total 41229:						42.95	
04/16/20	41257	ROBINSON WASTE SERVICES INC	03/31/20	Garbage Collection - March 2020	5340492	11,094.65	ROBINSON WASTE SERVICES INC
Total 41257:						11,094.65	
04/16/20	41258	ROCKY MOUNTAIN POWER	04/03/20	Kingston E Service Pump	1070261	26.58	ROCKY MOUNTAIN POWER
Total 41258:						26.58	
04/23/20	41281	ROCKY MOUNTAIN POWER	04/15/20	Park Restroom	1070261	27.45	ROCKY MOUNTAIN POWER

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41281:						27.45	
04/23/20	41282	ROY CITY	04/23/20	Ambulance Purchase	4557740	15,000.00	ROY CITY
Total 41282:						15,000.00	
04/23/20	41283	Shums Coda Associates	04/20/20	Building Inspector Services	1058326	5,100.00	Shums Coda Associates
Total 41283:						5,100.00	
04/09/20	41230	Signature Homes	04/01/20	Refund of Completion Bond SWC190401054	1021340	500.00	Signature Homes
Total 41230:						500.00	
04/09/20	41231	SOUTH WEBER WATER IMPROVE DIST	04/06/20	Secondary Water Payment - Muster, Steve 141	1036900	204.00	SOUTH WEBER WATER IMPROVE DIST
Total 41231:						204.00	
04/16/20	41259	SOUTH WEBER WATER IMPROVE DIST	04/07/20	Secondary Water Payment - Dance, Tiffany 752	1036900	200.00	SOUTH WEBER WATER IMPROVE DIST
Total 41259:						200.00	
04/22/20	41268	Spaulding, Betty Jean	04/22/20	Landscape Repairs for South Bench Drive Phas	4560730	6,500.00	Spaulding, Betty Jean
Total 41268:						6,500.00	
04/09/20	41232	STAKER PARSON MATERIALS AND CONS	03/31/20	South Bench Drive Construction Phase 1 - Esti	4560730	11,039.00	STAKER PARSON MATERIALS AND CONSTRUCT
Total 41232:						11,039.00	
04/09/20	41233	STANDARD EXAMINER	03/31/20	Public Hearing Notices- March 2020	1043220	81.25	STANDARD EXAMINER
Total 41233:						81.25	
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW1 - Zach	1070256	172.85	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW1 - Zach	1060256	57.62	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW2 - Mark L	1058256	55.59	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW2 - Mark L	1060256	37.89	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW2 - Mark L	5240256	58.08	STATE OF UTAH GASCARD

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW3 - Bryan	5140256	82.88	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW4 - Karl	1070256	201.62	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW4 - Karl	1060256	22.40	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW5 - Mark J	5240256	47.20	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW5 - Mark J	5440256	38.43	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW8 - Dump/Plow	1060411	210.38	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW9 - Jason	1058256	190.60	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW10 - Backhoe	5140256	78.14	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	PW11 - Dump/Plow	1060411	201.89	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	E1 - Fuel	1057256	87.72	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	SQ1 - Fuel	1057256	84.88	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/01/20	Amb1 - Fuel	1057256	87.30	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW1 - Zach	1070256	133.52	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW1 - Zach	1060256	44.51	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW3 - Bryan	5140256	147.51	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW4 - Karl	1070256	148.32	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW4 - Karl	1060256	16.48	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW5 - Mark J	5240256	89.12	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW5 - Mark J	5440256	89.12	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	PW9 - Jason	1058256	119.02	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	E1 - Fuel	1057256	37.18	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	E2 - Fuel	1057256	47.16	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	SQ1 - Fuel	1057256	39.74	STATE OF UTAH GASCARD
04/30/20	41301	STATE OF UTAH GASCARD	04/03/20	Amb1 - Fuel	1057256	99.09	STATE OF UTAH GASCARD
Total 41301:						2,726.24	
04/16/20	41260	STEVENSON SMITH HOOD PC	04/07/20	Appeal Authority - Conditional Use Appeal	1043313	225.00	STEVENSON SMITH HOOD PC
Total 41260:						225.00	
04/30/20	41302	STEVENSON SMITH HOOD PC	04/22/20	Appeal Authority - Conditional Use Appeal	1043313	175.00	STEVENSON SMITH HOOD PC
04/30/20	41302	STEVENSON SMITH HOOD PC	04/22/20	Appeal Authority - Conditional Use Appeal	1043313	1,117.50	STEVENSON SMITH HOOD PC
Total 41302:						1,292.50	
04/30/20	41303	Sunrise Environmental Scientific	04/15/20	ALCOHOL IPA 70% (12)	1060250	173.55	Sunrise Environmental Scientific
Total 41303:						173.55	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/02/20	41208	Tesch, Shawn	03/15/20	Mailbox for 8079 Juniper Ct.	1060411	1,150.00	Tesch, Shawn
Total 41208:						1,150.00	
04/16/20	41261	TWIN D INC	04/08/20	Sewer Cleaning backup in manhole near 1844	5240490	461.25	TWIN D INC
Total 41261:						461.25	
04/09/20	41234	UPPERCASE PRINTING INK	03/31/20	Newsletter - April 2020	5140370	94.91	UPPERCASE PRINTING INK
04/09/20	41234	UPPERCASE PRINTING INK	03/31/20	Newsletter - April 2020	5240370	67.49	UPPERCASE PRINTING INK
04/09/20	41234	UPPERCASE PRINTING INK	03/31/20	Newsletter - April 2020	5340370	21.09	UPPERCASE PRINTING INK
04/09/20	41234	UPPERCASE PRINTING INK	03/31/20	Newsletter - April 2020	5440370	14.77	UPPERCASE PRINTING INK
Total 41234:						198.26	
04/16/20	41262	US BANK	04/01/20	Admin Fee - Bond	1057530	770.00	US BANK
04/16/20	41262	US BANK	04/01/20	Admin Fee - Sales tax Bond	2071530	1,980.00	US BANK
Total 41262:						2,750.00	
04/09/20	41235	UTAH DEPT WORKFORCE SERVICES	03/31/20	Unemployment Reimbursement Month End 03/	1022410	24.10	UTAH DEPT WORKFORCE SERVICES
Total 41235:						24.10	
04/09/20	41236	UTAH LOCAL GOVERNMENTS TRUST	12/31/19	Annual Settlement	1022250	9,498.86	UTAH LOCAL GOVERNMENTS TRUST
Total 41236:						9,498.86	
04/23/20	41284	UTAH LOCAL GOVERNMENTS TRUST	04/10/20	Workers Comp Monthly Premium	1022250	1,815.62	UTAH LOCAL GOVERNMENTS TRUST
Total 41284:						1,815.62	
04/02/20	41209	UTAH STATE TREASURER	03/31/20	Court Surcharge Remittance - March 2020	1035100	6,529.65	UTAH STATE TREASURER
Total 41209:						6,529.65	
04/09/20	41237	VANGUARD CLEANING SYSTEMS OF U	04/01/20	Janitorial service - April 2020	1043262	280.00	VANGUARD CLEANING SYSTEMS OF U
Total 41237:						280.00	

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
04/23/20	41285	VERIZON WIRELESS	04/08/20	Public Works Air Card - April 2020	5140280	40.01	VERIZON WIRELESS
Total 41285:						40.01	
04/09/20	41238	WASATCH INTEGRATED WASTE MGMT	03/31/20	Garbage Collection - March 2020	5340492	20,872.80	WASATCH INTEGRATED WASTE MGMT
04/09/20	41238	WASATCH INTEGRATED WASTE MGMT	03/31/20	Misc. Park Waste	1070261	25.28	WASATCH INTEGRATED WASTE MGMT
Total 41238:						20,898.08	
04/23/20	41286	WHITEHEAD ELECTRIC INC	04/14/20	400w Metal Halide Bulb (2)	1060250	64.25	WHITEHEAD ELECTRIC INC
Total 41286:						64.25	
04/16/20	41263	WINDSOR DOOR SALES INC	03/25/20	Service Fire Station Garage Doors and Replace	1057260	2,925.00	WINDSOR DOOR SALES INC
Total 41263:						2,925.00	
04/16/20	41264	WORKFORCE QA	04/01/20	Dec 2019 DOT Drug Tests	1058137	50.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	Dec 2019 DOT Drug Test	5140137	50.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	Dec 2019 DOT Drug Tests	1070137	88.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	Dec 2019 New Employee Drug Test	1057137	38.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	Dec 2019 New Employee Drug Test	1043137	38.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	New Employment Drug Test	1060137	38.00	WORKFORCE QA
04/16/20	41264	WORKFORCE QA	04/01/20	New Employment Drug Test	1057137	38.00	WORKFORCE QA
Total 41264:						340.00	
04/23/20	41287	WORKFORCE QA	04/01/20	Drug Test	1070137	50.00	WORKFORCE QA
04/23/20	41287	WORKFORCE QA	04/01/20	Consortium Membership Fees 2020	1060137	150.00	WORKFORCE QA
Total 41287:						200.00	
04/16/20	41265	Yesco LLC	04/03/20	Marque Repair	1043250	375.00	Yesco LLC
Total 41265:						375.00	
04/30/20	41304	Young ChryslerJeep Dodge R	04/29/20	New Public Works Truck	4560740	32,778.00	Young ChryslerJeep Dodge R
04/30/20	41304	Young ChryslerJeep Dodge R	V 04/29/20	New Public Works Truck	4560740	32,778.00	Young ChryslerJeep Dodge R

Chk. Date	Check #	Payee	Inv. Date	Description	GL Account	G/L Amt	Merchant Name
Total 41304:						65,556.00	
04/30/20	41305	Young Ford in Morgan	04/30/20	New Public Works Truck - 2020 Ford F350	4560740	32,778.00	Young Ford in Morgan
Total 41305:						32,778.00	
Grand Totals:						539,738.60	

Approval Date: \_\_\_\_\_

Mayor \_\_\_\_\_

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

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100	162,881.15	737,380.92	701,000.00	( 36,380.92)	105.2
10-31-120	2,028.97	4,070.49	20,000.00	15,929.51	20.4
10-31-200	3,699.00	24,875.54	25,000.00	124.46	99.5
10-31-300	88,171.38	432,166.60	701,000.00	268,833.40	61.7
10-31-305	.00	.00	.00	.00	.0
10-31-310	32,748.53	275,159.49	400,000.00	124,840.51	68.8
	<u>289,529.03</u>	<u>1,473,653.04</u>	<u>1,847,000.00</u>	<u>373,346.96</u>	<u>79.8</u>
<u>LICENSES AND PERMITS</u>					
10-32-100	70.00	8,949.00	8,000.00	( 949.00)	111.9
10-32-210	17,960.09	276,169.05	310,000.00	33,830.95	89.1
10-32-290	5,606.56	83,948.32	.00	( 83,948.32)	.0
10-32-310	.00	94.00	.00	( 94.00)	.0
	<u>23,636.65</u>	<u>369,160.37</u>	<u>318,000.00</u>	<u>( 51,160.37)</u>	<u>116.1</u>
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-400	.00	1,500.00	.00	( 1,500.00)	.0
10-33-550	.00	.00	.00	.00	.0
10-33-560	41,850.62	240,887.11	94,000.00	( 146,887.11)	256.3
10-33-580	.00	.00	5,000.00	5,000.00	.0
	<u>41,850.62</u>	<u>242,387.11</u>	<u>99,000.00</u>	<u>( 143,387.11)</u>	<u>244.8</u>
<u>CHARGES FOR SERVICES</u>					
10-34-100	.00	10,097.20	15,000.00	4,902.80	67.3
10-34-105	.00	31,603.00	80,000.00	48,397.00	39.5
10-34-250	440.00	1,277.00	.00	( 1,277.00)	.0
10-34-254	.00	.00	.00	.00	.0
10-34-270	.00	26,484.13	.00	( 26,484.13)	.0
10-34-560	8,991.87	44,959.28	100,000.00	55,040.72	45.0
10-34-760	.00	.00	.00	.00	.0
	<u>9,431.87</u>	<u>114,420.61</u>	<u>195,000.00</u>	<u>80,579.39</u>	<u>58.7</u>
<u>FINES AND FORFEITURES</u>					
10-35-100	6,237.88	62,658.60	85,000.00	22,341.40	73.7
	<u>6,237.88</u>	<u>62,658.60</u>	<u>85,000.00</u>	<u>22,341.40</u>	<u>73.7</u>

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST EARNINGS	12,873.20	58,984.51	57,000.00	( 1,984.51)	103.5
10-36-300 NEWSLETTER SPONSORS	.00	.00	.00	.00	.0
10-36-400 SALE OF ASSETS	.00	.00	.00	.00	.0
10-36-900 SUNDRY REVENUES	558.00	5,055.94	5,500.00	444.06	91.9
10-36-901 FARMERS MARKET	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	13,431.20	64,040.45	62,500.00	( 1,540.45)	102.5
 <u>CONTRIBUTIONS AND TRANSFERS</u>					
10-39-091 TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
10-39-100 FIRE AGREEMENT/JOB CORPS	.00	17,900.00	3,500.00	( 14,400.00)	511.4
10-39-110 FIRE AGREEMENT/COUNTY	710.78	1,421.56	1,000.00	( 421.56)	142.2
10-39-300 TRANSFER FOR ADMINI. SERVICES	.00	83,550.00	167,000.00	83,450.00	50.0
10-39-800 TFR FROM IMPACT FEES	.00	.00	40,000.00	40,000.00	.0
10-39-900 FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
10-39-910 TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	710.78	102,871.56	211,500.00	108,628.44	48.6
TOTAL FUND REVENUE	384,828.03	2,429,191.74	2,818,000.00	388,808.26	86.2

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-41-005 SALARIES - COUNCIL & COMMISSIO	2,189.00	16,567.00	28,000.00	11,433.00	59.2
10-41-131 EMPLOYEE BENEFIT-EMPLOYER FICA	167.46	1,267.38	2,200.00	932.62	57.6
10-41-133 EMPLOYEE BENEFIT - WORK. COMP.	47.05	161.49	700.00	538.51	23.1
10-41-140 UNIFORMS	.00	.00	300.00	300.00	.0
10-41-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	4,423.17	4,000.00	( 423.17)	110.6
10-41-230 TRAVEL & TRAINING	.00	1,019.77	12,600.00	11,580.23	8.1
10-41-240 OFFICE SUPPLIES AND EXPENSE	.00	49.00	200.00	151.00	24.5
10-41-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
10-41-494 YOUTH CITY COUNCIL	40.00	894.58	3,000.00	2,105.42	29.8
10-41-620 MISCELLANEOUS	.00	2,570.57	4,000.00	1,429.43	64.3
10-41-740 EQUIPMENT	.00	.00	.00	.00	.0
10-41-925 TRANSFER TO COUNTRY FAIR DAYS	.00	5,000.00	5,000.00	.00	100.0
<b>TOTAL LEGISLATIVE</b>	<b>2,443.51</b>	<b>31,952.96</b>	<b>60,000.00</b>	<b>28,047.04</b>	<b>53.3</b>
<u>JUDICIAL</u>					
10-42-004 JUDGE SALARY	1,608.00	6,432.00	16,000.00	9,568.00	40.2
10-42-110 EMPLOYEE SALARIES	3,481.13	25,013.90	34,000.00	8,986.10	73.6
10-42-130 EMPLOYEE BENEFIT - RETIREMENT	954.20	5,985.28	11,000.00	5,014.72	54.4
10-42-131 EMPLOYEE BENEFIT-EMPLOYER FICA	381.83	2,359.10	4,000.00	1,640.90	59.0
10-42-133 EMPLOYEE BENEFIT - WORK. COMP.	44.39	126.15	500.00	373.85	25.2
10-42-134 EMPLOYEE BENEFIT - UI	.00	.00	500.00	500.00	.0
10-42-135 EMPLOYEE BENEFIT - HEALTH INS.	1,446.81	9,053.09	14,000.00	4,946.91	64.7
10-42-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	643.61	600.00	( 43.61)	107.3
10-42-230 TRAVEL & TRAINING	.00	981.56	1,500.00	518.44	65.4
10-42-240 OFFICE SUPPLIES & EXPENSE	44.01	748.50	400.00	( 348.50)	187.1
10-42-243 COURT REFUNDS	.00	.00	.00	.00	.0
10-42-280 TELEPHONE	300.00	620.00	.00	( 620.00)	.0
10-42-313 PROFESSIONAL/TECH. - ATTORNEY	600.00	8,493.75	10,000.00	1,506.25	84.9
10-42-317 PROFESSIONAL/TECHNICAL-BAILIFF	628.00	3,241.00	4,000.00	759.00	81.0
10-42-350 SOFTWARE MAINTENANCE	62.45	551.05	800.00	248.95	68.9
10-42-550 BANKING CHARGES	134.14	875.00	1,200.00	325.00	72.9
10-42-610 MISCELLANEOUS	39.80	312.80	1,500.00	1,187.20	20.9
10-42-740 EQUIPMENT	.00	1,774.91	.00	( 1,774.91)	.0
<b>TOTAL JUDICIAL</b>	<b>9,724.76</b>	<b>67,211.70</b>	<b>100,000.00</b>	<b>32,788.30</b>	<b>67.2</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-43-110	33,952.20	229,173.03	331,000.00	101,826.97	69.2
10-43-120	5,814.80	22,061.52	33,000.00	10,938.48	66.9
10-43-125	.00	.00	.00	.00	.0
10-43-130	6,610.75	44,537.15	78,000.00	33,462.85	57.1
10-43-131	3,000.67	18,908.31	28,000.00	9,091.69	67.5
10-43-133	345.13	1,044.68	3,200.00	2,155.32	32.7
10-43-134	.00	.00	4,800.00	4,800.00	.0
10-43-135	8,005.59	56,500.97	97,000.00	40,499.03	58.3
10-43-136	3,075.00	3,225.00	6,000.00	2,775.00	53.8
10-43-137	.00	215.39	.00	( 215.39)	.0
10-43-140	.00	460.31	1,000.00	539.69	46.0
10-43-210	20.00	1,401.81	3,500.00	2,098.19	40.1
10-43-220	81.25	3,166.25	5,000.00	1,833.75	63.3
10-43-230	.00	2,796.04	20,000.00	17,203.96	14.0
10-43-240	447.33	5,369.27	8,000.00	2,630.73	67.1
10-43-250	.00	3,401.29	4,000.00	598.71	85.0
10-43-252	.00	.00	.00	.00	.0
10-43-253	.00	.00	.00	.00	.0
10-43-256	.00	38.75	.00	( 38.75)	.0
10-43-262	585.35	4,199.95	7,500.00	3,300.05	56.0
10-43-270	419.79	3,940.50	4,500.00	559.50	87.6
10-43-280	( 2,621.50)	9,313.71	18,000.00	8,686.29	51.7
10-43-308	2,008.59	9,596.53	14,000.00	4,403.47	68.6
10-43-309	10,000.00	10,000.00	10,000.00	.00	100.0
10-43-310	.00	.00	.00	.00	.0
10-43-311	.00	.00	.00	.00	.0
10-43-312	.00	89.25	.00	( 89.25)	.0
10-43-313	2,520.00	16,962.50	25,000.00	8,037.50	67.9
10-43-314	.00	3,227.00	3,000.00	( 227.00)	107.6
10-43-316	.00	7,155.28	16,000.00	8,844.72	44.7
10-43-319	.00	.00	.00	.00	.0
10-43-329	.00	946.91	3,000.00	2,053.09	31.6
10-43-350	1,562.45	11,880.31	24,000.00	12,119.69	49.5
10-43-510	.00	40,993.12	45,000.00	4,006.88	91.1
10-43-550	22.06	216.36	3,000.00	2,783.64	7.2
10-43-610	.00	414.95	5,000.00	4,585.05	8.3
10-43-620	.00	( 272.00)	.00	272.00	.0
10-43-621	.00	.00	.00	.00	.0
10-43-625	.00	( 66.37)	.00	66.37	.0
10-43-720	.00	.00	.00	.00	.0
10-43-740	337.50	994.12	27,000.00	26,005.88	3.7
10-43-745	.00	.00	.00	.00	.0
10-43-841	.00	.00	97,500.00	97,500.00	.0
10-43-910	.00	.00	.00	.00	.0
<b>TOTAL ADMINISTRATIVE</b>	<b>76,186.96</b>	<b>511,891.89</b>	<b>925,000.00</b>	<b>413,108.11</b>	<b>55.3</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-54-310 SHERIFF'S DEPARTMENT	18,490.00	153,662.00	230,000.00	76,338.00	66.8
10-54-311 ANIMAL CONTROL	1,615.08	14,535.69	21,000.00	6,464.31	69.2
10-54-320 EMERGENCY PREPAREDNESS	.00	.00	2,000.00	2,000.00	.0
10-54-321 LIQUOR LAW ENFORCEMENT	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL PUBLIC SAFETY</b>	<b>20,105.08</b>	<b>168,197.69</b>	<b>258,000.00</b>	<b>89,802.31</b>	<b>65.2</b>
<u>FIRE PROTECTION</u>					
10-57-110 FULL-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
10-57-120 PART-TIME EMPLOYEE SALARIES	48,398.76	321,384.09	410,000.00	88,615.91	78.4
10-57-131 EMPLOYEE BENEFIT-EMPLOYER FICA	3,708.25	24,622.15	29,000.00	4,377.85	84.9
10-57-133 EMPLOYEE BENEFIT - WORK. COMP.	1,569.84	5,582.88	14,000.00	8,417.12	39.9
10-57-134 EMPLOYEE BENEFIT - UI	.00	.00	5,000.00	5,000.00	.0
10-57-137 EMPLOYEE TESTING	.00	297.70	500.00	202.30	59.5
10-57-140 UNIFORMS	.00	7,330.65	12,000.00	4,669.35	61.1
10-57-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	2,500.00	2,500.00	.0
10-57-230 TRAVEL & TRAINING	.00	3,678.24	12,000.00	8,321.76	30.7
10-57-240 OFFICE SUPPLIES & EXPENSE	72.39	983.24	1,000.00	16.76	98.3
10-57-250 EQUIPMENT SUPPLIES & MAINT.	745.67	18,424.94	40,000.00	21,575.06	46.1
10-57-256 FUEL EXPENSE	.00	2,133.61	4,000.00	1,866.39	53.3
10-57-260 BUILDINGS & GROUNDS MAINT.	3,225.90	8,293.44	12,000.00	3,706.56	69.1
10-57-270 UTILITIES	1,090.72	6,641.41	5,000.00	( 1,641.41)	132.8
10-57-280 TELEPHONE	1,945.84	5,719.61	5,000.00	( 719.61)	114.4
10-57-350 SOFTWARE MAINTENANCE	62.45	1,636.05	6,000.00	4,363.95	27.3
10-57-370 PROFESSIONAL & TECH. SERVICES	3,305.16	17,579.52	13,000.00	( 4,579.52)	135.2
10-57-375 PARAMEDIC SERVICES	.00	486.00	.00	( 486.00)	.0
10-57-450 SPECIAL PUBLIC SAFETY SUPPLIES	1,004.20	21,730.16	25,000.00	3,269.84	86.9
10-57-530 INTEREST EXPENSE	.00	6,356.96	7,000.00	643.04	90.8
10-57-550 BANKING CHARGES	22.06	206.36	500.00	293.64	41.3
10-57-622 HEALTH & WELLNESS EXPENSES	.00	.00	1,500.00	1,500.00	.0
10-57-740 EQUIPMENT	.00	1,091.55	.00	( 1,091.55)	.0
10-57-811 BOND PRINCIPAL	.00	24,360.00	28,000.00	3,640.00	87.0
<b>TOTAL FIRE PROTECTION</b>	<b>65,151.24</b>	<b>478,538.56</b>	<b>633,000.00</b>	<b>154,461.44</b>	<b>75.6</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; ENGINEERING</u>					
10-58-110 FULL-TIME EMPLOYEE SALARIES	10,841.44	73,036.49	82,000.00	8,963.51	89.1
10-58-120 PART-TIME EMPLOYEE SALARIES	6,176.40	37,411.20	33,000.00	( 4,411.20)	113.4
10-58-130 EMPLOYEE BENEFIT - RETIREMENT	2,937.42	19,337.54	20,000.00	662.46	96.7
10-58-131 EMPLOYEE BENEFIT-EMPLOYER FICA	1,282.66	9,727.00	9,000.00	( 727.00)	108.1
10-58-133 EMPLOYEE BENEFIT - WORK. COMP.	252.57	858.85	3,000.00	2,141.15	28.6
10-58-134 EMPLOYEE BENEFIT - UI	.00	.00	1,600.00	1,600.00	.0
10-58-135 EMPLOYEE BENEFIT - HEALTH INS.	1,209.12	7,445.65	10,000.00	2,554.35	74.5
10-58-137 EMPLOYEE TESTING	.00	180.00	.00	( 180.00)	.0
10-58-140 UNIFORMS	49.41	728.17	900.00	171.83	80.9
10-58-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	1,089.92	1,851.58	1,500.00	( 351.58)	123.4
10-58-230 TRAVEL & TRAINING	.00	1,422.38	5,000.00	3,577.62	28.5
10-58-250 EQUIPMENT SUPPLIES & MAINT.	273.61	17,381.91	4,000.00	( 13,381.91)	434.6
10-58-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-58-256 FUEL EXPENSE	.00	( 817.15)	1,000.00	1,817.15	( 81.7)
10-58-280 TELEPHONE	712.50	1,952.50	.00	( 1,952.50)	.0
10-58-310 PROFESSIONAL & TCH. - PLANNER	1,382.50	14,140.00	12,000.00	( 2,140.00)	117.8
10-58-311 PROFESSIONAL & TECH - ECODEV	.00	.00	.00	.00	.0
10-58-312 PROFESSIONAL & TECH. - ENGINR	16,716.25	70,125.50	60,000.00	( 10,125.50)	116.9
10-58-319 PROF./TECH. -SUBD. REVIEWS	9,639.25	43,275.25	80,000.00	36,724.75	54.1
10-58-325 PROFESSIONAL/TECHICAL - MAPS/G	.00	8,060.00	.00	( 8,060.00)	.0
10-58-326 PROF. & TECH. - INSPECTIONS	.00	.00	.00	.00	.0
10-58-350 SOFTWARE MAINTENANCE	.00	2,182.88	3,000.00	817.12	72.8
10-58-370 PROFESSIONAL & TECH. SERVICES	.00	.00	.00	.00	.0
10-58-620 MISCELLANEOUS	.00	2,347.92	2,000.00	( 347.92)	117.4
10-58-740 EQUIPMENT	.00	.00	.00	.00	.0
<b>TOTAL PLANNING &amp; ENGINEERING</b>	<b>52,563.05</b>	<b>310,647.67</b>	<b>328,000.00</b>	<b>17,352.33</b>	<b>94.7</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
10-60-110 FULL-TIME EMPLOYEE SALARIES	5,287.95	34,368.10	39,000.00	4,631.90	88.1
10-60-120 PART-TIME EMPLOYEE SALARIES	1,548.51	10,180.14	21,000.00	10,819.86	48.5
10-60-130 EMPLOYEE BENEFIT - RETIREMENT	904.61	6,325.16	10,000.00	3,674.84	63.3
10-60-131 EMPLOYEE BENEFIT-EMPLOYER FICA	508.47	3,325.97	4,500.00	1,174.03	73.9
10-60-133 EMPLOYEE BENEFIT - WORK. COMP.	148.60	520.31	1,700.00	1,179.69	30.6
10-60-134 EMPLOYEE BENEFIT - UI	.00	.00	800.00	800.00	.0
10-60-135 EMPLOYEE BENEFIT - HEALTH INS.	1,001.93	6,263.58	10,000.00	3,736.42	62.6
10-60-137 EMPLOYEE TESTING	.00	232.85	.00	( 232.85)	.0
10-60-140 UNIFORMS	49.44	728.39	1,000.00	271.61	72.8
10-60-230 TRAVEL & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-60-250 EQUIPMENT SUPPLIES & MAINT.	776.00	8,083.63	17,000.00	8,916.37	47.6
10-60-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-60-256 FUEL EXPENSE	.00	3,202.54	5,000.00	1,797.46	64.1
10-60-260 BUILDINGS & GROUNDS MAINT.	375.19	1,871.88	10,000.00	8,128.12	18.7
10-60-271 UTILITIES - STREET LIGHTS	3,778.03	36,241.75	50,000.00	13,758.25	72.5
10-60-280 TELEPHONE	.00	.00	.00	.00	.0
10-60-312 PROFESSIONAL & TECH. - ENGINR	1,535.50	12,547.25	30,000.00	17,452.75	41.8
10-60-325 PROFESSIONAL/TECHICAL - MAPS/G	.00	4,110.25	.00	( 4,110.25)	.0
10-60-350 SOFTWARE MAINTENANCE	62.45	551.05	3,000.00	2,448.95	18.4
10-60-370 PROFESSIONAL & TECH. SERVICES	.00	.00	1,000.00	1,000.00	.0
10-60-410 SPECIAL HIGHWAY SUPPLIES	3,997.60	13,845.36	15,000.00	1,154.64	92.3
10-60-411 SNOW REMOVAL SUPPLIES	1,150.00	24,437.52	35,000.00	10,562.48	69.8
10-60-415 MAILBOXES & STREET SIGNS	410.77	( 6,789.23)	.00	6,789.23	.0
10-60-416 STREET LIGHTS	3,842.00	3,842.00	.00	( 3,842.00)	.0
10-60-420 WEED CONTROL	.00	337.69	2,500.00	2,162.31	13.5
10-60-422 CROSSWALK/STREET PAINTING	.00	.00	5,000.00	5,000.00	.0
10-60-424 CURB & GUTTER RESTORATION	.00	.00	.00	.00	.0
10-60-550 BANKING CHARGES	22.06	206.36	500.00	293.64	41.3
<b>TOTAL STREETS</b>	<b>25,399.11</b>	<b>164,432.55</b>	<b>264,000.00</b>	<b>99,567.45</b>	<b>62.3</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-70-110 FULL-TIME EMPLOYEE SALARIES	6,941.27	59,902.19	55,000.00	( 4,902.19)	108.9
10-70-120 PART-TIME EMPLOYEE SALARIES	.00	.00	16,000.00	16,000.00	.0
10-70-130 EMPLOYEE BENEFIT - RETIREMENT	1,253.40	10,810.58	14,000.00	3,189.42	77.2
10-70-131 EMPLOYEE BENEFIT-EMPLOYER FICA	524.38	4,484.06	6,000.00	1,515.94	74.7
10-70-133 EMPLOYEE BENEFIT - WORK. COMP.	144.40	628.47	3,000.00	2,371.53	21.0
10-70-134 EMPLOYEE BENEFIT - UI	.00	.00	2,000.00	2,000.00	.0
10-70-135 EMPLOYEE BENEFIT - HEALTH INS.	1,321.72	13,036.52	33,000.00	19,963.48	39.5
10-70-137 EMPLOYEE TESTING	50.00	50.00	.00	( 50.00)	.0
10-70-140 UNIFORMS	98.85	1,666.92	1,600.00	( 66.92)	104.2
10-70-230 TRAVEL & TRAINING	.00	1,299.76	2,500.00	1,200.24	52.0
10-70-250 EQUIPMENT SUPPLIES & MAINT.	1,438.70	12,480.45	9,000.00	( 3,480.45)	138.7
10-70-255 VEHICLE LEASE	.00	.00	.00	.00	.0
10-70-256 FUEL EXPENSE	.00	2,307.41	5,000.00	2,692.59	46.2
10-70-260 BUILDINGS & GROUNDS MAINT.	1,212.76	1,473.76	10,000.00	8,526.24	14.7
10-70-261 GROUNDS SUPPLIES & MAINTENANCE	552.99	22,683.12	35,000.00	12,316.88	64.8
10-70-270 UTILITIES	277.52	6,918.71	8,000.00	1,081.29	86.5
10-70-280 TELEPHONE	546.00	898.00	.00	( 898.00)	.0
10-70-312 PROFESSIONAL & TECH. - ENGINR	8,146.75	20,241.00	20,000.00	( 241.00)	101.2
10-70-350 SOFTWARE MAINTENANCE	62.45	551.05	600.00	48.95	91.8
10-70-430 TREES	.00	3,500.00	2,000.00	( 1,500.00)	175.0
10-70-435 SAFETY INCENTIVE PROGRAM	.00	.00	.00	.00	.0
10-70-550 BANKING CHARGES	22.06	206.36	300.00	93.64	68.8
10-70-626 UTA PARK AND RIDE	43.21	7,061.14	15,700.00	8,638.86	45.0
10-70-730 IMPROVEMENTS OTHER THAN BLDGS	.00	.00	.00	.00	.0
10-70-740 EQUIPMENT	.00	.00	1,300.00	1,300.00	.0
<b>TOTAL PARKS</b>	<b>22,636.46</b>	<b>170,199.50</b>	<b>240,000.00</b>	<b>69,800.50</b>	<b>70.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>274,210.17</b>	<b>1,903,072.52</b>	<b>2,808,000.00</b>	<b>904,927.48</b>	<b>67.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>110,617.86</b>	<b>526,119.22</b>	<b>10,000.00</b>	<b>( 516,119.22)</b>	<b>5261.2</b>

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION REVENUE</u>					
20-34-720 RENTAL - ACTIVITY CENTER	850.00	7,622.00	10,000.00	2,378.00	76.2
20-34-751 MEMBERSHIP FEES	425.00	16,571.00	20,000.00	3,429.00	82.9
20-34-752 COMPETITION LEAGUE FEES	.00	12,070.00	17,000.00	4,930.00	71.0
20-34-753 MISC REVENUE	.00	2,106.00	1,000.00	( 1,106.00)	210.6
20-34-754 COMPETITION BASEBALL	.00	280.00	.00	( 280.00)	.0
20-34-755 BASKETBALL	.00	13,647.25	14,000.00	352.75	97.5
20-34-756 BASEBALL & SOFTBALL	2,472.00	2,554.00	7,500.00	4,946.00	34.1
20-34-757 SOCCER	1,280.00	8,525.00	8,000.00	( 525.00)	106.6
20-34-758 FLAG FOOTBALL	.00	3,450.00	4,500.00	1,050.00	76.7
20-34-759 VOLLEYBALL	.00	1,330.00	2,000.00	670.00	66.5
20-34-760 WRESTLING	.00	1,010.00	2,000.00	990.00	50.5
20-34-811 SALES TAX BOND PMT-RESTRICTED	.00	.00	.00	.00	.0
20-34-841 GRAVEL PIT FEES	15,078.51	48,422.49	55,000.00	6,577.51	88.0
<b>TOTAL RECREATION REVENUE</b>	<b>20,105.51</b>	<b>117,587.74</b>	<b>141,000.00</b>	<b>23,412.26</b>	<b>83.4</b>
<u>SOURCE 36</u>					
20-36-895 RENTAL OF UNIFORMS AND EQUIP	.00	.00	1,500.00	1,500.00	.0
<b>TOTAL SOURCE 36</b>	<b>.00</b>	<b>.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>.0</b>
<u>SOURCE 37</u>					
20-37-100 INTEREST EARNINGS	.00	4,001.73	3,000.00	( 1,001.73)	133.4
<b>TOTAL SOURCE 37</b>	<b>.00</b>	<b>4,001.73</b>	<b>3,000.00</b>	<b>( 1,001.73)</b>	<b>133.4</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
20-39-091 TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00	.0
20-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	97,500.00	97,500.00	.0
20-39-800 TRANSFER FROM IMPACT FEE FUND	.00	.00	66,000.00	66,000.00	.0
20-39-900 FUND BALANCE TO BE APPROPRIATE	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>167,500.00</b>	<b>167,500.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>20,105.51</b>	<b>121,589.47</b>	<b>313,000.00</b>	<b>191,410.53</b>	<b>38.9</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>RECREATION EXPENDITURES</u>					
20-71-110 FULL-TIME EMPLOYEE SALARIES	8,151.20	43,631.25	54,000.00	10,368.75	80.8
20-71-120 PART-TIME EMPLOYEE SALARIES	3,066.10	27,646.17	51,000.00	23,353.83	54.2
20-71-130 EMPLOYEE BENEFIT - RETIREMENT	1,106.82	7,506.78	11,000.00	3,493.22	68.2
20-71-131 EMPLOYEE BENEFIT-EMPLOYER FICA	889.58	5,567.18	8,000.00	2,432.82	69.6
20-71-133 EMPLOYEE BENEFIT - WORK. COMP.	206.06	700.50	2,000.00	1,299.50	35.0
20-71-134 EMPLOYEE BENEFIT - UI	.00	.00	2,000.00	2,000.00	.0
20-71-135 EMPLOYEE BENEFIT - HEALTH INS.	206.97	5,348.76	11,000.00	5,651.24	48.6
20-71-137 EMPLOYEE TESTING	.00	223.80	200.00	( 23.80)	111.9
20-71-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	.00	.00	.0
20-71-230 TRAVEL & TRAINING	559.15	659.15	1,500.00	840.85	43.9
20-71-240 OFFICE SUPPLIES AND EXPENSE	.00	506.01	1,000.00	493.99	50.6
20-71-241 MATERIALS & SUPPLIES	36.30	996.25	2,000.00	1,003.75	49.8
20-71-250 EQUIPMENT SUPPLIES & MAINT.	( 14.38)	787.26	1,000.00	212.74	78.7
20-71-256 FUEL EXPENSE	.00	415.72	200.00	( 215.72)	207.9
20-71-262 GENERAL GOVERNMENT BUILDINGS	.00	231.25	4,000.00	3,768.75	5.8
20-71-270 UTILITIES	54.80	5,940.24	7,000.00	1,059.76	84.9
20-71-280 TELEPHONE	695.76	2,308.41	4,000.00	1,691.59	57.7
20-71-331 PROMOTIONS	.00	637.96	1,500.00	862.04	42.5
20-71-340 PROGRAM OFFICIALS	.00	.00	.00	.00	.0
20-71-350 SOFTWARE MAINTENANCE	62.45	551.05	700.00	148.95	78.7
20-71-370 PROFESSIONAL/TECHNICAL SERVICE	.00	.00	.00	.00	.0
20-71-480 REC BASKETBALL	68.75	4,137.12	11,000.00	6,862.88	37.6
20-71-481 BASEBALL & SOFTBALL	.00	268.92	7,000.00	6,731.08	3.8
20-71-482 SOCCER	30.00	1,752.68	4,500.00	2,747.32	39.0
20-71-483 FLAG FOOTBALL	.00	1,401.81	3,000.00	1,598.19	46.7
20-71-484 VOLLEYBALL	.00	949.19	2,000.00	1,050.81	47.5
20-71-485 SUMMER FUN	.00	1,688.06	2,000.00	311.94	84.4
20-71-486 SR LUNCHEON	.00	683.99	1,500.00	816.01	45.6
20-71-488 COMPETITION BASKETBALL	1,062.82	5,551.97	9,000.00	3,448.03	61.7
20-71-489 COMPETITION BASEBALL	.00	.00	300.00	300.00	.0
20-71-491 FLY FISHING	.00	.00	1,000.00	1,000.00	.0
20-71-492 WRESTLING	183.00	900.50	2,000.00	1,099.50	45.0
20-71-510 INSURANCE & SURETY BONDS	.00	.00	.00	.00	.0
20-71-530 INTEREST EXPENSE	.00	16,346.49	17,000.00	653.51	96.2
20-71-550 BANKING CHARGES	82.34	1,064.73	800.00	( 264.73)	133.1
20-71-610 MISCELLANEOUS	.00	591.44	800.00	208.56	73.9
20-71-625 CASH OVER AND SHORT	.00	.00	.00	.00	.0
20-71-740 EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
20-71-811 BOND PRINCIPAL	.00	62,640.00	72,000.00	9,360.00	87.0
20-71-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
20-71-915 TRANSFER TO ADMIN. SERVICES	.00	8,000.00	16,000.00	8,000.00	50.0
<b>TOTAL RECREATION EXPENDITURES</b>	<b>16,447.72</b>	<b>209,634.64</b>	<b>313,000.00</b>	<b>103,365.36</b>	<b>67.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>16,447.72</b>	<b>209,634.64</b>	<b>313,000.00</b>	<b>103,365.36</b>	<b>67.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3,657.79</b>	<b>( 88,045.17)</b>	<b>.00</b>	<b>88,045.17</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
21-37-100 INTEREST EARNINGS	.00	6,181.06	.00	( 6,181.06)	.0
21-37-200 IMPACT FEES	14,665.00	269,836.00	150,000.00	( 119,836.00)	179.9
<b>TOTAL REVENUE</b>	<b>14,665.00</b>	<b>276,017.06</b>	<b>150,000.00</b>	<b>( 126,017.06)</b>	<b>184.0</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
21-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	100,000.00	100,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>14,665.00</b>	<b>276,017.06</b>	<b>250,000.00</b>	<b>( 26,017.06)</b>	<b>110.4</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
21-40-760 SEWER IMPACT FEE PROJECTS	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
21-80-800 TRANSFERS	.00	.00	250,000.00	250,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
NET REVENUE OVER EXPENDITURES	14,665.00	276,017.06	.00	( 276,017.06)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
22-37-100 INTEREST EARNINGS	.00	618.04	.00	( 618.04)	.0
22-37-200 IMPACT FEES	1,330.00	26,600.00	40,000.00	13,400.00	66.5
<b>TOTAL REVENUE</b>	<b>1,330.00</b>	<b>27,218.04</b>	<b>40,000.00</b>	<b>12,781.96</b>	<b>68.1</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
22-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	112,000.00	112,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>112,000.00</b>	<b>112,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>1,330.00</b>	<b>27,218.04</b>	<b>152,000.00</b>	<b>124,781.96</b>	<b>17.9</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM SEWER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-40-760 PROJECTS	.00	13,341.93	7,000.00	( 6,341.93)	190.6
22-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	13,341.93	7,000.00	( 6,341.93)	190.6
<u>DEPARTMENT 80</u>					
22-80-800 TRANSFERS	.00	.00	145,000.00	145,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	145,000.00	145,000.00	.0
TOTAL FUND EXPENDITURES	.00	13,341.93	152,000.00	138,658.07	8.8
NET REVENUE OVER EXPENDITURES	1,330.00	13,876.11	.00	( 13,876.11)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PARK IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-37-100 INTEREST EARNINGS	.00	6,071.46	1,000.00	( 5,071.46)	607.2
23-37-200 IMPACT FEES	10,480.00	192,832.00	80,000.00	( 112,832.00)	241.0
TOTAL REVENUE	10,480.00	198,903.46	81,000.00	( 117,903.46)	245.6
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
23-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	79,000.00	79,000.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	79,000.00	79,000.00	.0
TOTAL FUND REVENUE	10,480.00	198,903.46	160,000.00	( 38,903.46)	124.3

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PARK IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
23-40-760 PROJECTS	.00	.00	160,000.00	160,000.00	.0
23-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	160,000.00	160,000.00	.0
NET REVENUE OVER EXPENDITURES	10,480.00	198,903.46	.00	( 198,903.46)	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

ROAD IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
24-37-100 INTEREST EARNINGS	.00	4,850.72	.00	( 4,850.72)	.0
24-37-200 IMPACT FEES	8,956.05	159,280.27	40,000.00	( 119,280.27)	398.2
TOTAL REVENUE	8,956.05	164,130.99	40,000.00	( 124,130.99)	410.3
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
24-39-500 CONTRIBUTION FROM FUND BAL	.00	.00	210,000.00	210,000.00	.0
24-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	210,000.00	210,000.00	.0
TOTAL FUND REVENUE	8,956.05	164,130.99	250,000.00	85,869.01	65.7

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

ROAD IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
24-40-760 PROJECTS	.00	.00	250,000.00	250,000.00	.0
24-40-799 FACILITIES	.00	.00	.00	.00	.0
24-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
NET REVENUE OVER EXPENDITURES	8,956.05	164,130.99	.00	( 164,130.99)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

COUNTRY FAIR DAYS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
25-37-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
TOTAL SOURCE 37	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
26-37-100 INTEREST EARNINGS	.00	1,960.47	1,000.00	( 960.47)	196.1
26-37-200 IMPACT FEES	6,175.00	113,560.00	100,000.00	( 13,560.00)	113.6
<b>TOTAL REVENUE</b>	<b>6,175.00</b>	<b>115,520.47</b>	<b>101,000.00</b>	<b>( 14,520.47)</b>	<b>114.4</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
26-39-900 FND BALANCE TO BE APPROPRIATED	.00	.00	69,000.00	69,000.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>69,000.00</b>	<b>69,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>6,175.00</b>	<b>115,520.47</b>	<b>170,000.00</b>	<b>54,479.53</b>	<b>68.0</b>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 40</u>					
26-40-760 PROJECTS	.00	.00	.00	.00	.0
26-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 40	.00	.00	.00	.00	.0
<u>TRANSFERS</u>					
26-80-800 TRANSFERS	.00	.00	170,000.00	170,000.00	.0
TOTAL TRANSFERS	.00	.00	170,000.00	170,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	170,000.00	170,000.00	.0
NET REVENUE OVER EXPENDITURES	6,175.00	115,520.47	.00	( 115,520.47)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
27-37-100 INTEREST EARNINGS	.00	409.65	1,000.00	590.35	41.0
27-37-200 IMPACT FEES	4,170.00	76,728.00	65,000.00	( 11,728.00)	118.0
	<u>4,170.00</u>	<u>77,137.65</u>	<u>66,000.00</u>	<u>( 11,137.65)</u>	<u>116.9</u>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
27-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
27-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>4,170.00</u>	<u>77,137.65</u>	<u>66,000.00</u>	<u>( 11,137.65)</u>	<u>116.9</u>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

RECREATION IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
27-40-760 PROJECTS	.00	.00	.00	.00	.0
27-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
27-80-800 TRANSFERS	.00	.00	66,000.00	66,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	66,000.00	66,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	66,000.00	66,000.00	.0
NET REVENUE OVER EXPENDITURES	4,170.00	77,137.65	.00	( 77,137.65)	.0

SOUTH WEBER CITY CORPORATION  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PUBLIC SAFETY IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
29-37-100 INTEREST EARNINGS	.00	72.20	.00	( 72.20)	.0
29-37-200 IMPACT FEES	630.00	11,592.00	10,000.00	( 1,592.00)	115.9
<b>TOTAL REVENUE</b>	<b>630.00</b>	<b>11,664.20</b>	<b>10,000.00</b>	<b>( 1,664.20)</b>	<b>116.6</b>
<u>CONTRIBUTIONS &amp; TRANSFERS</u>					
29-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
29-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
<b>TOTAL CONTRIBUTIONS &amp; TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>630.00</b>	<b>11,664.20</b>	<b>10,000.00</b>	<b>( 1,664.20)</b>	<b>116.6</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

PUBLIC SAFETY IMPACT FEE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
29-40-760 PROJECTS	.00	.00	.00	.00	.0
29-40-799 FACILITIES	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	.00	.00	.00	.00	.0
<u>DEPARTMENT 80</u>					
29-80-800 TRANSFERS	.00	.00	10,000.00	10,000.00	.0
TOTAL DEPARTMENT 80	.00	.00	10,000.00	10,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	10,000.00	10,000.00	.0
NET REVENUE OVER EXPENDITURES	630.00	11,664.20	.00	( 11,664.20)	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 31</u>					
45-31-300 SALES AND USE TAX	.00	200,000.00	200,000.00	.00	100.0
TOTAL SOURCE 31	.00	200,000.00	200,000.00	.00	100.0
<u>INTERGOVERNMENTAL REVENUE</u>					
45-33-400 STATE GRANTS	.00	.00	.00	.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	.00	.00	.0
<u>CHARGES FOR SERVICES</u>					
45-34-270 DEVELOPER PMTS FOR IMPROV.	.00	.00	.00	.00	.0
45-34-435 DONATIONS - CMP RAIL ROAD	.00	.00	.00	.00	.0
45-34-440 CONTRIBUTIONS	.00	257,500.00	827,000.00	569,500.00	31.1
45-34-445 CONTRIBUTIONS - RESTRICTED	.00	.00	.00	.00	.0
TOTAL CHARGES FOR SERVICES	.00	257,500.00	827,000.00	569,500.00	31.1
<u>MISCELLANEOUS REVENUE</u>					
45-36-100 INTEREST EARNINGS	.00	6,894.15	8,000.00	1,105.85	86.2
45-36-110 SALE OF PROPERTY	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	6,894.15	8,000.00	1,105.85	86.2
<u>CONTRIBUTIONS AND TRANSFERS</u>					
45-39-380 FUND SURPLUS-UNRESTRICTED	.00	.00	.00	.00	.0
45-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
45-39-500 FUND BALANCE TO BE APPROPRIATE	.00	.00	.00	.00	.0
45-39-800 TRANSFER FROM IMPACT FEES	.00	.00	395,000.00	395,000.00	.0
45-39-810 TRANSFER FROM CLASS "C"	.00	500,000.00	500,000.00	.00	100.0
45-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	680,000.00	680,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	500,000.00	1,575,000.00	1,075,000.00	31.8
TOTAL FUND REVENUE	.00	964,394.15	2,610,000.00	1,645,605.85	37.0

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
45-43-740 EQUIPMENT	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 43	.00	.00	.00	.00	.0
<u>DEPARTMENT 57</u>					
45-57-720 BUILDINGS	.00	22,825.00	30,000.00	7,175.00	76.1
45-57-740 EQUIPMENT	.00	.00	85,000.00	85,000.00	.0
TOTAL DEPARTMENT 57	.00	22,825.00	115,000.00	92,175.00	19.9
<u>DEPARTMENT 60</u>					
45-60-710 LAND	62.50	62.50	.00	( 62.50)	.0
45-60-720 1040BUILDINGS	.00	.00	800,000.00	800,000.00	.0
45-60-730 STREETS-IMP OTHER THAN BLDG	16,985.91	1,850,691.86	1,391,000.00	( 459,691.86)	133.1
45-60-740 EQUIPMENT	.00	.00	34,000.00	34,000.00	.0
TOTAL DEPARTMENT 60	17,048.41	1,850,754.36	2,225,000.00	374,245.64	83.2
<u>DEPARTMENT 70</u>					
45-70-710 LAND	.00	.00	.00	.00	.0
45-70-730 IMPROVEMENTS OTHER THAN BLDGS	1,819.00	5,830.50	145,000.00	139,169.50	4.0
45-70-740 EQUIPMENT	.00	98,231.00	125,000.00	26,769.00	78.6
TOTAL DEPARTMENT 70	1,819.00	104,061.50	270,000.00	165,938.50	38.5
<u>DEPARTMENT 90</u>					
45-90-850 TRANSFER TO TRANS. UTIL. FUND	.00	.00	.00	.00	.0
45-90-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 90	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	18,867.41	1,977,640.86	2,610,000.00	632,359.14	75.8
NET REVENUE OVER EXPENDITURES	( 18,867.41)	( 1,013,246.71)	.00	1,013,246.71	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
51-36-100 INTEREST EARNINGS	.00	28,591.24	15,000.00	( 13,591.24)	190.6
51-36-300 MISC UTILITY REVENUE	175.00	3,026.00	.00	( 3,026.00)	.0
TOTAL MISCELLANEOUS REVENUE	175.00	31,617.24	15,000.00	( 16,617.24)	210.8
<u>WATER UTILITIES REVENUE</u>					
51-37-100 WATER SALES	124,111.59	1,069,499.22	1,500,000.00	430,500.78	71.3
51-37-105 WATER CONNECTION FEE	1,325.00	24,380.00	16,000.00	( 8,380.00)	152.4
51-37-130 PENALTIES	3,565.00	31,665.00	39,000.00	7,335.00	81.2
TOTAL WATER UTILITIES REVENUE	129,001.59	1,125,544.22	1,555,000.00	429,455.78	72.4
<u>SOURCE 38</u>					
51-38-820 CONTRIBUTIONS FROM IMPACT FEES	.00	.00	110,000.00	110,000.00	.0
51-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
51-38-910 CAPITAL CONTRIBUTIONS	.00	.00	20,000.00	20,000.00	.0
51-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	130,000.00	130,000.00	.0
<u>CONTRIBUTIONS AND TRANSFERS</u>					
51-39-470 TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.0
51-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	1,064,000.00	1,064,000.00	.0
TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	1,064,000.00	1,064,000.00	.0
TOTAL FUND REVENUE	129,176.59	1,157,161.46	2,764,000.00	1,606,838.54	41.9

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 FULL-TIME EMPLOYEE SALARIES	13,602.74	81,249.16	96,000.00	14,750.84	84.6
51-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
51-40-130 EMPLOYEE BENEFIT - RETIREMENT	2,566.82	14,965.82	23,000.00	8,034.18	65.1
51-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	1,002.92	7,377.47	8,000.00	622.53	92.2
51-40-133 EMPLOYEE BENEFIT - WORK. COMP.	309.86	1,039.88	3,000.00	1,960.12	34.7
51-40-134 EMPLOYEE BENEFIT - UI	.00	.00	1,400.00	1,400.00	.0
51-40-135 EMPLOYEE BENEFIT - HEALTH INS.	4,337.19	20,510.76	36,000.00	15,489.24	57.0
51-40-137 EMPLOYEE TESTING	.00	65.00	.00	( 65.00)	.0
51-40-140 UNIFORMS	49.44	870.84	900.00	29.16	96.8
51-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	1,195.00	1,600.00	405.00	74.7
51-40-230 TRAVEL & TRAINING	.00	.00	1,500.00	1,500.00	.0
51-40-240 OFFICE SUPPLIES & EXPENSE	73.36	676.81	1,800.00	1,123.19	37.6
51-40-250 EQUIPMENT SUPPLIES & MAINT.	116.26	2,797.36	25,000.00	22,202.64	11.2
51-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
51-40-256 FUEL EXPENSE	.00	2,681.94	2,000.00	( 681.94)	134.1
51-40-260 BUILDINGS & GROUNDS MAINT.	.00	129.67	10,000.00	9,870.33	1.3
51-40-262 GENERAL GOVERNMENT BUILDINGS	.00	.00	.00	.00	.0
51-40-270 UTILITIES	1,636.00	10,187.74	24,000.00	13,812.26	42.5
51-40-280 TELEPHONE	695.67	2,219.80	2,000.00	( 219.80)	111.0
51-40-312 PROFESSIONAL & TECH. - ENGINR	.00	2,931.75	70,000.00	67,068.25	4.2
51-40-318 PROFESSIONAL TECHNICAL	.00	576.00	2,200.00	1,624.00	26.2
51-40-325 PROFESSIONAL/TECHICAL - MAPS/G	804.50	2,320.75	.00	( 2,320.75)	.0
51-40-350 SOFTWARE MAINTENANCE	187.35	5,582.15	7,000.00	1,417.85	79.8
51-40-370 UTILITY BILLING	1,695.20	10,001.15	11,000.00	998.85	90.9
51-40-480 SPECIAL WATER SUPPLIES	480.00	2,396.00	7,000.00	4,604.00	34.2
51-40-481 WATER PURCHASES	.00	317,947.47	313,000.00	( 4,947.47)	101.6
51-40-483 EMERGENCY LEAKS & REPAIRS	.00	.00	.00	.00	.0
51-40-485 FIRE HYDRANT UPDATE	.00	.00	50,000.00	50,000.00	.0
51-40-490 O & M CHARGE	18,186.33	80,170.56	74,000.00	( 6,170.56)	108.3
51-40-495 METER REPLACEMENTS	.00	41,749.00	50,000.00	8,251.00	83.5
51-40-530 INTEREST EXPENSE	.00	59,239.06	120,600.00	61,360.94	49.1
51-40-550 BANKING CHARGES	439.78	3,690.28	7,000.00	3,309.72	52.7
51-40-650 DEPRECIATION	.00	.00	235,000.00	235,000.00	.0
51-40-730 IMPROVEMENTS OTHER THAN BLDGS	4,368.25	548,049.20	1,130,000.00	581,950.80	48.5
51-40-740 EQUIPMENT	4,647.25	9,205.00	250,000.00	240,795.00	3.7
51-40-750 CAPITAL OUTLAY - VEHICLES	.00	.00	45,000.00	45,000.00	.0
51-40-811 BOND PRINCIPAL	.00	.00	95,000.00	95,000.00	.0
51-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
51-40-915 TRANSFER TO ADMIN SERVICES	.00	30,500.00	61,000.00	30,500.00	50.0
51-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	.00	.00	.0
<b>TOTAL EXPENDITURES</b>	<b>55,198.92</b>	<b>1,260,325.62</b>	<b>2,764,000.00</b>	<b>1,503,674.38</b>	<b>45.6</b>
 <u>DEPARTMENT 80</u>					
51-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
<b>TOTAL DEPARTMENT 80</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

WATER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	55,198.92	1,260,325.62	2,764,000.00	1,503,674.38	45.6
NET REVENUE OVER EXPENDITURES	73,977.67	( 103,164.16)	.00	103,164.16	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
52-36-100 INTEREST EARNINGS	.00	32,100.05	25,000.00	( 7,100.05)	128.4
TOTAL MISCELLANEOUS REVENUE	.00	32,100.05	25,000.00	( 7,100.05)	128.4
<u>SEWER UTILITIES REVENUE</u>					
52-37-300 SEWER SALES	79,494.00	710,052.98	900,000.00	189,947.02	78.9
52-37-360 CWDIS 5% RETAINAGE	598.75	11,010.80	10,000.00	( 1,010.80)	110.1
52-37-400 CWSID SEWER CONN FEES PAYABLE	.00	.00	.00	.00	.0
TOTAL SEWER UTILITIES REVENUE	80,092.75	721,063.78	910,000.00	188,936.22	79.2
<u>SOURCE 38</u>					
52-38-820 CONTRIBUTION FROM IMPACT FEES	.00	.00	150,000.00	150,000.00	.0
52-38-910 CAPITAL CONTRIBUTIONS	.00	.00	18,000.00	18,000.00	.0
52-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	168,000.00	168,000.00	.0
<u>SOURCE 39</u>					
52-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	858,000.00	858,000.00	.0
TOTAL SOURCE 39	.00	.00	858,000.00	858,000.00	.0
TOTAL FUND REVENUE	80,092.75	753,163.83	1,961,000.00	1,207,836.17	38.4

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
52-40-110 FULL-TIME EMPLOYEE SALARIES	5,202.63	35,963.12	44,000.00	8,036.88	81.7
52-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
52-40-130 EMPLOYEE BENEFIT - RETIREMENT	973.15	6,287.93	11,000.00	4,712.07	57.2
52-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	384.52	4,017.27	4,000.00	( 17.27)	100.4
52-40-133 EMPLOYEE BENEFIT - WORK. COMP.	107.02	389.29	2,000.00	1,610.71	19.5
52-40-134 EMPLOYEE BENEFIT - UI	.00	.00	1,000.00	1,000.00	.0
52-40-135 EMPLOYEE BENEFIT - HEALTH INS.	808.24	4,329.96	14,000.00	9,670.04	30.9
52-40-140 UNIFORMS	24.72	363.91	900.00	536.09	40.4
52-40-210 BOOKS/SUBSCRIPTIONS/MEMBERSHIP	.00	.00	.00	.00	.0
52-40-230 TRAVEL & TRAINING	.00	909.25	3,000.00	2,090.75	30.3
52-40-240 OFFICE SUPPLIES & EXPENSE	73.35	676.80	1,000.00	323.20	67.7
52-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	901.50	5,000.00	4,098.50	18.0
52-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
52-40-256 FUEL EXPENSE	.00	.00	.00	.00	.0
52-40-260 BUILDINGS & GROUNDS MAINT.	.00	310.00	.00	( 310.00)	.0
52-40-270 UTILITIES	29.80	315.41	500.00	184.59	63.1
52-40-312 PROFESSIONAL & TECH. - ENGINR	141.25	1,126.25	6,000.00	4,873.75	18.8
52-40-325 PROFESSIONAL/TECHICAL - MAPS/G	.00	.00	.00	.00	.0
52-40-350 SOFTWARE MAINTENANCE	187.35	2,323.15	2,000.00	( 323.15)	116.2
52-40-370 UTILITY BILLING	1,191.50	6,989.84	7,000.00	10.16	99.9
52-40-490 O & M CHARGE	474.49	4,853.77	60,000.00	55,146.23	8.1
52-40-491 SEWER TREATMENT FEE	116,578.00	345,762.00	460,000.00	114,238.00	75.2
52-40-496 CONNECTION FEE - CWSID	.00	.00	.00	.00	.0
52-40-530 INTEREST EXPENSE	.00	.00	.00	.00	.0
52-40-550 BANKING CHARGES	286.76	2,388.41	4,000.00	1,611.59	59.7
52-40-650 DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
52-40-690 PROJECTS	.00	.00	958,000.00	958,000.00	.0
52-40-900 TRANSFER TO FUND BALANCE	.00	.00	.00	.00	.0
52-40-915 TRANSFER TO ADMIN SERVICES	.00	20,800.00	41,600.00	20,800.00	50.0
52-40-950 CONTRI. TO FUND BALANCE - RSRV	.00	.00	206,000.00	206,000.00	.0
<b>TOTAL EXPENDITURES</b>	<b>126,462.78</b>	<b>438,707.86</b>	<b>1,961,000.00</b>	<b>1,522,292.14</b>	<b>22.4</b>
<u>TRANSFERS AND CONTRIBUTIONS</u>					
52-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
<b>TOTAL TRANSFERS AND CONTRIBUTIONS</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>126,462.78</b>	<b>438,707.86</b>	<b>1,961,000.00</b>	<b>1,522,292.14</b>	<b>22.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 46,370.03)</b>	<b>314,455.97</b>	<b>.00</b>	<b>( 314,455.97)</b>	<b>.0</b>

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
53-36-100 INTEREST EARNINGS	.00	5,199.59	3,000.00	( 2,199.59)	173.3
TOTAL MISCELLANEOUS REVENUE	.00	5,199.59	3,000.00	( 2,199.59)	173.3
<u>SANITATION UTILITIES REVENUE</u>					
53-37-700 SANITATION FEES	39,495.91	349,560.50	450,000.00	100,439.50	77.7
TOTAL SANITATION UTILITIES REVENUE	39,495.91	349,560.50	450,000.00	100,439.50	77.7
<u>SOURCE 38</u>					
53-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	.00	.00	.00	.0
<u>SOURCE 39</u>					
53-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	.00	.00	.0
TOTAL SOURCE 39	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	39,495.91	354,760.09	453,000.00	98,239.91	78.3

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

SANITATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
53-40-110 FULL-TIME EMPLOYEE SALARIES	1,302.30	8,948.36	10,000.00	1,051.64	89.5
53-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
53-40-130 EMPLOYEE BENEFIT - RETIREMENT	253.20	1,673.96	3,000.00	1,326.04	55.8
53-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	96.24	665.20	800.00	134.80	83.2
53-40-133 EMPLOYEE BENEFIT - WORK. COMP.	29.44	109.34	300.00	190.66	36.5
53-40-134 EMPLOYEE BENEFIT - UI	.00	.00	200.00	200.00	.0
53-40-135 EMPLOYEE BENEFIT - HEALTH INS.	349.79	2,002.21	4,000.00	1,997.79	50.1
53-40-140 UNIFORMS	.00	.00	900.00	900.00	.0
53-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
53-40-250 EQUIPMENT SUPPLIES & MAINT.	.00	11,929.26	12,000.00	70.74	99.4
53-40-251 VEHICLE MAINT & SUPPLIES	.00	.00	.00	.00	.0
53-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
53-40-256 FUEL EXPENSE	.00	.00	.00	.00	.0
53-40-350 SOFTWARE MAINTENANCE	187.35	1,653.15	2,500.00	846.85	66.1
53-40-370 UTILITY BILLING	470.63	3,042.85	5,000.00	1,957.15	60.9
53-40-492 SANITATION FEE CHARGES	31,980.69	262,163.01	385,000.00	122,836.99	68.1
53-40-550 BANKING CHARGES	137.17	1,145.35	1,800.00	654.65	63.6
53-40-650 DEPRECIATION	.00	.00	.00	.00	.0
53-40-900 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
53-40-915 TRANSFER TO ADMIN SERVICES	.00	13,750.00	27,500.00	13,750.00	50.0
TOTAL EXPENDITURES	34,806.81	307,082.69	453,000.00	145,917.31	67.8
TOTAL FUND EXPENDITURES	34,806.81	307,082.69	453,000.00	145,917.31	67.8
NET REVENUE OVER EXPENDITURES	4,689.10	47,677.40	.00	( 47,677.40)	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>					
54-33-400 STATE GRANT	.00	.00	.00	.00	.0
TOTAL SOURCE 33	.00	.00	.00	.00	.0
<hr/>					
SOURCE 34					
54-34-270 DEVELOPER PMTS FOR IMPROVEMENT	.00	121,093.50	.00	( 121,093.50)	.0
TOTAL SOURCE 34	.00	121,093.50	.00	( 121,093.50)	.0
<hr/>					
MISCELLANEOUS REVENUE					
54-36-100 INTEREST EARNINGS	.00	5,197.54	10,000.00	4,802.46	52.0
TOTAL MISCELLANEOUS REVENUE	.00	5,197.54	10,000.00	4,802.46	52.0
<hr/>					
STORM SEWER UTILITIES REVENUE					
54-37-450 STORM SEWER REVENUE	15,890.52	140,998.56	177,000.00	36,001.44	79.7
TOTAL STORM SEWER UTILITIES REVENUE	15,890.52	140,998.56	177,000.00	36,001.44	79.7
<hr/>					
SOURCE 38					
54-38-820 TFR FROM STORM SWR IMPACT FEE	.00	13,341.93	152,000.00	138,658.07	8.8
54-38-900 SUNDRY REVENUES	.00	.00	.00	.00	.0
54-38-910 CAPITAL CONTRIBUTIONS	.00	.00	140,000.00	140,000.00	.0
54-38-920 GAIN/LOSS ON SALE OF ASSETS	.00	.00	.00	.00	.0
TOTAL SOURCE 38	.00	13,341.93	292,000.00	278,658.07	4.6
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SOURCE 39					
54-39-900 FUND BAL TO BE APPROPRIATED	.00	.00	86,000.00	86,000.00	.0
TOTAL SOURCE 39	.00	.00	86,000.00	86,000.00	.0
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TOTAL FUND REVENUE	15,890.52	280,631.53	565,000.00	284,368.47	49.7

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

STORM SEWER UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
54-40-110 FULL-TIME EMPLOYEE SALARIES	3,872.29	23,468.35	36,000.00	12,531.65	65.2
54-40-120 PART-TIME EMPLOYEE SALARIES	.00	.00	.00	.00	.0
54-40-130 EMPLOYEE BENEFIT - RETIREMENT	614.98	4,342.39	9,000.00	4,657.61	48.3
54-40-131 EMPLOYEE BENEFIT-EMPLOYER FICA	284.96	1,730.08	3,000.00	1,269.92	57.7
54-40-133 EMPLOYEE BENEFIT - WORK. COMP.	84.47	275.80	2,000.00	1,724.20	13.8
54-40-134 EMPLOYEE BENEFIT - UI	.00	.00	500.00	500.00	.0
54-40-135 EMPLOYEE BENEFIT - HEALTH INS.	1,074.04	6,531.73	17,000.00	10,468.27	38.4
54-40-140 UNIFORMS	24.72	363.91	400.00	36.09	91.0
54-40-230 TRAVEL & TRAINING	.00	50.00	500.00	450.00	10.0
54-40-240 OFFICE SUPPLIES & EXPENSE	.00	.00	.00	.00	.0
54-40-250 EQUIPMENT SUPPLIES & MAINT.	391.44	391.44	1,500.00	1,108.56	26.1
54-40-255 VEHICLE LEASE	.00	.00	.00	.00	.0
54-40-256 FUEL EXPENSE	.00	.00	400.00	400.00	.0
54-40-270 UTILITIES	.00	122.48	.00	( 122.48)	.0
54-40-280 TELEPHONE	240.00	240.00	.00	( 240.00)	.0
54-40-312 PROFESSIONAL & TECH. - ENGINR	1,161.00	15,765.00	11,000.00	( 4,765.00)	143.3
54-40-325 PROFESSIONAL/TECHICAL - MAPS/G	7,494.25	17,628.75	.00	( 17,628.75)	.0
54-40-331 PROMOTIONS	.00	1,155.00	1,500.00	345.00	77.0
54-40-350 SOFTWARE MAINTENANCE	187.35	1,653.15	2,100.00	446.85	78.7
54-40-370 UTILITY BILLING	260.65	1,529.00	2,100.00	571.00	72.8
54-40-493 STORM SEWER O & M	.00	3,863.79	30,000.00	26,136.21	12.9
54-40-550 BANKING CHARGES	65.49	548.27	1,000.00	451.73	54.8
54-40-650 DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
54-40-690 PROJECTS	.00	13,341.93	296,000.00	282,658.07	4.5
54-40-915 TRANSFER TO ADMIN SERVICES	.00	10,500.00	21,000.00	10,500.00	50.0
TOTAL EXPENDITURES	15,755.64	103,501.07	565,000.00	461,498.93	18.3
<u>DEPARTMENT 80</u>					
54-80-512 CONTRIBUTIONS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 80	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	15,755.64	103,501.07	565,000.00	461,498.93	18.3
NET REVENUE OVER EXPENDITURES	134.88	177,130.46	.00	( 177,130.46)	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

PENALTIES UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
55-36-100 INTEREST EARNINGS	.00	.00	.00	.00	.0
TOTAL MISCELLANEOUS REVENUE	.00	.00	.00	.00	.0
<u>SOURCE 37</u>					
55-37-130 PENALTIES	.00	.00	.00	.00	.0
TOTAL SOURCE 37	.00	.00	.00	.00	.0
TOTAL FUND REVENUE	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

SOUTH WEBER CITY CORPORATION  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

TRANSPORTATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<hr/>					
56-31-305	TRANSPORTATION - LOCAL OPTION	8,099.59	58,328.07	62,000.00	3,671.93 94.1
	TOTAL SOURCE 31	8,099.59	58,328.07	62,000.00	3,671.93 94.1
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	SOURCE 33				
56-33-560	CLASS "C" ROAD ALLOTMENT	.00	57,205.73	211,500.00	154,294.27 27.1
	TOTAL SOURCE 33	.00	57,205.73	211,500.00	154,294.27 27.1
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	SOURCE 34				
56-34-270	DEVELOPER PMTS FOR IMPROV.	.00	46,666.45	13,500.00	( 33,166.45) 345.7
	TOTAL SOURCE 34	.00	46,666.45	13,500.00	( 33,166.45) 345.7
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	SOURCE 36				
56-36-100	INTEREST EARNINGS	.00	2,386.42	1,000.00	( 1,386.42) 238.6
	TOTAL SOURCE 36	.00	2,386.42	1,000.00	( 1,386.42) 238.6
<hr/>					
	SOURCE 37				
56-37-800	TRANSPORATION UTILITY FEE	34,268.41	303,500.11	380,000.00	76,499.89 79.9
	TOTAL SOURCE 37	34,268.41	303,500.11	380,000.00	76,499.89 79.9
<hr/>					
	CONTRIBUTIONS AND TRANSFERS				
56-39-091	TRANSFER FROM CAPITAL PROJECTS	.00	.00	.00	.00 .0
56-39-900	FUND BAL TO BE APPROPRIATED	.00	.00	110,000.00	110,000.00 .0
56-39-910	TRANSFER FROM CLASS "C" RES.	.00	.00	.00	.00 .0
	TOTAL CONTRIBUTIONS AND TRANSFERS	.00	.00	110,000.00	110,000.00 .0
<hr/>					
	TOTAL FUND REVENUE	42,368.00	468,086.78	778,000.00	309,913.22 60.2

SOUTH WEBER CITY CORPORATION  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 9 MONTHS ENDING MARCH 31, 2020

TRANSPORTATION UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
56-76-312 PROFESSIONAL & TECH. - ENGINR	5,373.25	13,895.50	18,000.00	4,104.50	77.2
56-76-424 CURB AND GUTTER RESTORATION	.00	.00	50,000.00	50,000.00	.0
56-76-425 STREET SEALING	.00	.00	400,000.00	400,000.00	.0
56-76-730 STREET PROJECTS	229,167.90	303,427.90	310,000.00	6,572.10	97.9
56-76-910 TRANSFER TO CAP. PROJ. FUND	.00	.00	.00	.00	.0
56-76-990 CONTRIBUTION TO FUND BALANCE	.00	.00	.00	.00	.0
TOTAL EXPENDITURES	<u>234,541.15</u>	<u>317,323.40</u>	<u>778,000.00</u>	<u>460,676.60</u>	<u>40.8</u>
TOTAL FUND EXPENDITURES	<u>234,541.15</u>	<u>317,323.40</u>	<u>778,000.00</u>	<u>460,676.60</u>	<u>40.8</u>
NET REVENUE OVER EXPENDITURES	<u>( 192,173.15)</u>	<u>150,763.38</u>	<u>.00</u>	<u>( 150,763.38)</u>	<u>.0</u>

SOUTH WEBER CITY CORPORATION  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 9 MONTHS ENDING MARCH 31, 2020

GENERAL LONG-TERM DEBT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
95-43-139 PENSION EXPENSE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 43	.00	.00	.00	.00	.0
<u>DEPARTMENT 57</u>					
95-57-139 PENSION EXPENSE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 57	.00	.00	.00	.00	.0
<u>DEPARTMENT 60</u>					
95-60-139 PUBLIC WORKS PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 60	.00	.00	.00	.00	.0
<u>DEPARTMENT 70</u>					
95-70-139 PARKS PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 70	.00	.00	.00	.00	.0
<u>DEPARTMENT 71</u>					
95-71-139 RECREATION PENSION EXP.	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 71	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	.00	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

## RECOMMENDATION OF AWARD

To: South Weber City Mayor and Council

From: Dana Q. Shuler, P.E.  
City Engineer's Office  
Jones & Associates Consulting Engineers

**RE: RECOMMENDATION OF AWARD  
ON-CALL PROPERTY APPRAISERS**

Date: May 21, 2020

### REQUEST FOR PROPOSALS

South Weber City publicly solicited for proposals for On-Call Property Appraisers. The deadline for submission was May 18, 2020. The City received four (4) proposals from the following companies:

1. Landmark Research Group
2. Lang Appraisal Service
3. The Cook Group
4. Western States Valuation

### EVALUATION

An evaluation committee consisting of the following people was determined:

- David Larson, City Manager
- Lisa Smith, City Recorder
- Brandon Jones, City Engineer
- Dana Shuler, Project Engineer

The proposals were reviewed and scored by each committee member. The scores were then compiled, and the committee met on May 20, 2020 to review the compiled proposal scores and discuss a recommendation. A summary of the scoring is below, in order of ranking. A full summary is attached.

Company	Score	Rank
Western States Valuation	342	1
Lang Appraisal Service	330	2
The Cook Group	327	3
Landmark Research Group	247	4

## **BUDGET**

There is no specific budget for this pool. As the need arises for a specific project, the appraisal services will be budgeted for within that specific project.

## **AWARD RECOMMENDATION**

After scoring and discussion were complete, the committee decided to recommend inclusion of the top three (3) Proposers into the pool.

If the Council agrees with this recommendation, please pass a motion awarding inclusion into the pool of the following three (3) Proposers: **Western States Valuation, Lang Appraisal Service, and The Cook Group.**

## RESOLUTION 2020-19

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING PROFESSIONAL SERVICES CONTRACTS FOR APPRAISAL SERVICES

**WHEREAS**, South Weber City has occasional need of appraisal services; and

**WHEREAS**, the City Procurement Policy allows for a service provider pool including multiple businesses to be under contract simultaneously; and

**WHEREAS**, a request for proposals (RFP) was advertised on both May 7<sup>th</sup> and May 14<sup>th</sup>; and

**WHEREAS**, four (4) submittals were received, namely: The Cook Group; Lang Appraisal Service; Landmark Research Group, LLC; and Western States Valuation; and

**WHEREAS**, an evaluation committee comprised of Engineer Brandon Jones, Engineer Dana Shuler, City Manager David Larson, and City Recorder Lisa Smith rated the proposals based on transmittal letter, qualifications, experience, reference, schedule, and fee; and

**WHEREAS**, the top three rated businesses are being forwarded, namely, The Cook Group; Lang Appraisal Service; and Western States Valuation are being presented to the City Council for contract approval allowing the City to utilize the services of these businesses on an as needed basis;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** Appraisal service contracts attached as Exhibits 1, 2 and 3 are hereby awarded to the following firms:

1. The Cook Group
2. Lang Appraisal Service
3. Western States Valuation

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

Roll call vote is as follows:

Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH THE COOK GROUP**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
City South Weber City	<a href="#">The Cook Group</a>
David Larson, City Manager	<a href="#">David D. Cook, Managing Principle</a>
1600 E. South Weber Drive	<a href="#">4525 S 2300 E #103</a>
South Weber, UT 84405	<a href="#">Holladay UT 84117</a>
801-479-3177	<a href="#">801-484-1300</a>
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:DavidC@thecookgroup.com">DavidC@thecookgroup.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

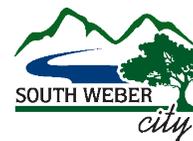
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**The Cook Group**

\_\_\_\_\_  
David D. Cook, Managing Principle

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

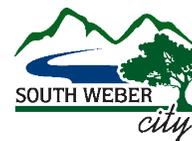
Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

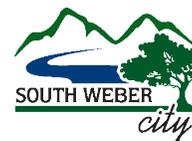
**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.



### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

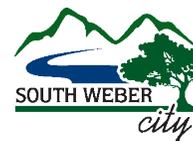
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**

Proposal Submission for  
**RFP #NS20-91 – On Call Property Appraisers**  
South Weber City

Submitted by:  
**David D. Cook**  
**The Cook Group**

4525 South 2300 East, Suite 103  
Holladay, Utah 84117  
Phone: (801) 484-1300  
Fax: (801) 484-1388  
Email: [DavidC@thecookgroup.com](mailto:DavidC@thecookgroup.com)  
[www.thecookgroup.com](http://www.thecookgroup.com)

The Cook Group, Inc. is a Salt Lake-based real estate appraisal firm, formed in October 1993. David D Cook is the managing principle of the firm, which employs three Certified General Appraisers and two Appraiser Trainees at 4525 S 2300 East, Suite 103, Holladay. The focus of The Cook Group is to provide professional real estate appraisal services, with a valuation conclusion representative of the current market. The firm has extensive and routine experience in all types of real estate appraising (residential, commercial/industrial, undeveloped land and partial to total acquisitions). The Firm holds commercial appraisal licenses in Utah, California and Idaho.



May 18, 2020

Lisa Smith and Dana Schuler  
South Weber City  
LSmith@southwebercity.com  
Dana@jonescivil.com

Attn: Lisa Smith and Dana Schuler,

RE: RFP #NS20-91 – On Call Property Appraisers

The approach of The Cook Group is aimed at meeting the needs of our clients. The Cook Group has many years of experience in litigation providing expert witness services; please see the Litigation Service references located in the Appendix. In addition to litigation, The Cook Group staff uses an efficient appraisal model and thus capable of completing complex appraisal problems in a timely manner. To achieve this result, the staff utilizes current information from a variety of sources, such as: County websites, MLS listings, market research from local sources, Site To Do Business website, and other resources as needed. The Cook Group communicates (via email, phone and other methods) and disseminates appraisal reports using current electronic formats such as: word processing, and static electronic formats (such as .pdfs). The firm has extensive experience and has specialized experience on the following subject types: public facilities (schools, civil buildings, recreational buildings, commercial buildings, state fairgrounds, Fort Douglas, Utah Air National Guard Base), offices and retail spaces, medical facilities, golf courses, multi-family/residential, eminent domain cases, and has conducted appraisals for the U.S. Army Corp of Engineers.

We intend to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.

We do not discriminate in our employment practices with regard to race, color, religion, age, sex (except as provided by law), marital status, political affiliation, national origin, or handicap.

We certify that the person signing the submittal is authorized to do so on behalf of the respondent.

Please contact Vicki Millett, Administrative Assistant, at (801) 484-1300 or at email@thecookgroup.com for any questions or concerns.

Sincerely,

David D. Cook, Candidate for Designation, Appraisal Institute

Utah State-Certified General Appraiser  
Certificate 7445742-CG00, Expires 12-31-20

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## Proposer's Qualifications

The Cook Group, Inc. is a Salt Lake-based real estate appraisal firm, formed in October 1993. The firm is a Utah Corporation licensed to do business (Utah Business Entity #1138870-0142). David D Cook is the managing principle of the firm, which employs four Utah State Certified General Appraisers, as well as a property researcher/prospective trainee, and an admin at 4525 S 2300 East, Suite 103, Holladay. The focus of The Cook Group is to provide professional real estate appraisal services, with a valuation conclusion representative of the current market. The firm has extensive and routine experience in all types of real estate appraising (residential, commercial/industrial, undeveloped land and partial to total acquisitions).

Jonathan Cook, MAI founded the firm and was an Appraiser since 1980. He passed away in 2016 due to cancer. David D Cook his son and business partner took over The Cook Group in his stead. David D Cook has been a part of the cook group for over 16 years. Mr. Cook has been an appraiser for 10 years and is a Utah State Certified General Appraiser (License # 7554742-CG00), while also holding licenses in California and Idaho. He is a Candidate for Designation with the Appraisal Institute working toward his MAI and is currently in good standing. He graduated from the University of Utah with a BS in Economics. His professional consulting and appraisal services encompass residential and commercial properties not only in Utah, but in neighboring intermountain states and the entire western region as well. Mr. Cook is an expert witness in eminent domain cases and other litigation cases involving real estate values. See his testimony summary in the Addendum. William Poyer, MAI and Utah State Certified Appraiser works on any reports requiring an appraiser with the MAI designation at The Cook Group.

The Cook Group is submitting this proposal to provide appraisal services in all categories of property valuation outlined in the Real Estate Appraisal Services RFP. Those categories are: (a) Residential, (b) Commercial /Industrial, and Undeveloped land, and (c) Miscellaneous valuations for partial or total acquisitions. The firm is sufficiently staffed and has all necessary equipment to provide the aforementioned services.

**Qualifications and Experience -**

**Appraisers -**

<b>Name</b>	<b>Years in Field</b>	<b>Certification #</b>	<b>Professional License Type</b>
David D Cook	15	7445742-CG00	Certified General Appraiser
Dan Goodman	30	5467879-CG00	Certified General Appraiser
William Poyer, MAI	35	9444126-CG00	Certified General Appraiser/MAI
Mark Larsen	1	11517178-TR00	Appraiser Trainee
Taylor Piccolo	1	11517176-TR00	Appraiser Trainee

**Other Key Employee –**

Vicki Millett, who has worked at The Cook for over 6 years, helps with admin duties, communication with clients, typing reports, billing and other support services.

**Experience**

We have extensive experience in residential, commercial, agricultural properties. All work is done on site and our office locally in Utah.

Note: Resumes, educational background and experience of each Appraiser is located in the Appendix.

## References

Client	Contact	Phone #/Email	Description	Date of Service
Salt Lake County Real Estate Section	Gary Ladle	(801) 468-0373 gladel@slco.org	Various Appraisals in Salt Lake County	2010-2020
State of Utah, Office of the Property Rights Ombudsman	Cyndy Nelson	(801) 530-6391 cwnelson@utah.gov	Appraisals of Various properties for eminent domain ranging from residential homes, land, commercial properties, throughout Weber, Davis, Salt Lake, Utah, Duchesne Counties	2010 -2020
Salt Lake Valley Law Enforcement Service Area	Frank Nakamura	(385) 468-9671 FNaKamura@updsl.org	Confidential Law Enforcement Facility	2020

Above is a list of references and select jobs which are show relevant experience for the City Proposal. It is noted that for the majority of clients above we have provided service to and appraisal assignments for many other properties not listed and for much further than just one year of experience. We have listed the most recent, relevant assignments. As can be seen we have numerous years of experience in all of Utah, including all of Weber and Davis Counties, and in conducting appraisal assignments of all types including for takings and eminent domain.

## Schedule

A typical project timeline for appraisal reports runs between 1-4 weeks depending on size of project. Gary Ladle, Salt Lake County; Frank Nakamura, Salt Lake City; and Cyndy Nelson, State of Utah, would corroborate that project timelines are consistently met by The Cook Group.

## Fee Proposal

1. Hourly rate for residential parcels

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$500 (house or land on form) - \$2,500 (larger narrative)

2. Hourly rate for commercial land and institutional parcels

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$1,900-\$3,500 depending on type and scope

3. Hourly rate for easements and takings

Principal \$275/hour

Associate \$150/hour

Typical finished appraisal cost: \$2,500-\$3,250 depending on type and scope

4. Hourly rate for court appearance/preparation

Principal \$325/hour

Associate \$225/hour

## Appendix

## Appendix A – Qualifications, Litigation Appraisal Summary, Licenses QUALIFICATIONS OF DAVID D. COOK, APPRAISER

**Education:** Bachelor of Science (Economics), University of Utah, 2009.

**Appraiser Licenses:**

Certified General Appraiser State of California - #3002850, expiration 12/23/2020  
 Certified General Appraiser State of Utah - #7445742-CG00, expiration 12/31/2020  
 Certified General Appraiser State of Idaho - #CGA-4193, expiration 8/13/2020

**Professional Affiliations and Associations:**

Candidate for Designation, Appraisal Institute – 2016

**Experience:**

2006-2008 - Property Researcher and Analyst, The Cook Group, Inc.  
 2009- Present – Appraiser and Consultant of Real Estate, The Cook Group, Inc.

**Appraisal Courses with Successful Completion of Examination:**

Basic Appraisal Principles	2009 Appraisal Institute
Basic Appraisal Procedures	2009 Appraisal Institute
15 Hour National USPAP	2009 Appraisal Institute
Residential Market Analysis and Highest and Best Use	2010 Appraisal Institute
Residential Site Valuation and Cost Approach	2010 Appraisal Institute
Residential Sales Comparison and Income Approach	2010 Appraisal Institute
Residential Report Writing and Case Studies	2010 Appraisal Institute
7 Hour National USPAP Course	2011 Appraisal Institute
Appraising Just Compensation Eminent Domain Valuation	2012 Utah Land Use Institute
Real Estate Finance Statistics and Valuation Modeling	2013 Appraisal Institute
General Appraisal Market Analysis And Highest and Best Use	2013 Appraisal Institute
General Appraiser Sales Comparison Approach	2013 Appraisal Institute
General Appraiser Site Valuation and Cost Approach	2014 Appraisal Institute
General Appraiser Income Approach Part I	2014 Appraisal Institute
General Appraiser Income Approach Part II	2014 Appraisal Institute
General Appraiser Report Writing and Case Studies	2014 Appraisal Institute
7 Hour National USPAP Course	2014 McKissock Appraisal
Commercial Appraisal Review	2014 McKissock Appraisal
Expert Witness for Commercial Appraisers	2014 McKissock Appraisal
Online Business Practices and Ethics	2016 Appraisal Institute
7 Hour National USPAP Course	2016 Appraisal Institute
Cool Tools: New Technology for Real Estate	2016 Appraisal Institute
Small Hotel/Motel Valuation	2016 Appraisal Institute
The Nuts and Bolts of Green Building	2016 McKissock Appraisal

Introduction to Legal Descriptions	2017 McKissock Appraisal
Introduction to Expert Witness Testimony for Appraisers: To Do or Not to Do	2018 McKissock Appraisal
7 Hour National USPAP Course	2018 Appraisal Institute
Laws and Regulations for California Appraisers	2018 McKissock Appraisal
Divorce and Estate Appraisals: Elements of Non-Lender Work	2018 McKissock Appraisal
Eminent Domain and Condemnation	2018 Appraisal Institute
Online Data Verification Methods	2018 Appraisal Institute
Essential Elements of Disclosures and Disclaimers	2019 McKissock
Supervisory Appraiser/Appraiser Trainee Course	2019 Dynasty School

**Partial Clientele List**

<b>FINANCIAL INSTITUTIONS</b>	<b>LAW FIRMS/OTHER COMPANIES</b>	<b>GOVERNMENT/INSTITUTION</b>
American Bank of Commerce	Broadbent Law, PLLC	Bluffdale City
America First Credit Union	Burbidge, Mitchell & Gross	Community Development Finance Alliance
American United Federal Credit Union	The Church of Jesus Christ of Latter-Day Saints	Draper City
Bank of Southern California	Durham, Jones & Pinegar	Herriman City
Bank of Utah	Friends of Alta	JSSD
Bank of the West	Golden Eagle Oil	Kern River Gas Transmission Company
Capital Community Bank	Grant & Grant PC	Midvale City
Celtic Bank	Hale Wood, PLLC	Murray City Corp.
Central Bank	Hirschi Steele & Baer, PLLC	Provo City
Christensen and Larson Investment Co	Ivory Homes	Redevelopment Agency of Salt Lake
Citizens Community Bank	Jones Waldo	Salt Lake City
Comerica Bank	Kelly & Bramwell PC	Salt Lake County
Cyprus Credit Union	Kirton and McConkie	State Of Utah
Deseret First Credit Union	Mitchell Barlow & Mansfield, P.C.	Twin Creek SSD
FinWise Bank	Mountain States Steel	Redevelopment Agency of Tooele
Great Western Insurance Company	Ormond Builders	University of Utah
Hanmi Bank	Parr, Brown, Gee, & Loveless	UTA
Meadows Bank	Pia Anderson Dorius Reynard & Moss	Utah Open Lands
Ministry Partners Investment Company	Ray Quinney & Nebeker	Utah Property Management Association
Mountain America Credit Union	Richards Brandt Miller Nelson	Utah School & Institutional Trust Lands Administration
Mountain West Small Business Finance	Rocky Mountain Power	West Jordan City
National Asset Management Group	Shumway, Van, Hansen	
NorthMarq Capital	Snell & Wilmer	
Proficio Bank	Stevenson & Smith Law Firm	
Rock Canyon Bank	Stewart Title Guaranty Company	
Security National Life Insurance	Stoel Rives	

Sentry Financial Corp.	Strong and Hanni	
Spirit of Texas Bank	Strong Porsche	
Still Water Development	Sugarplum Homes, LLC	
University Federal Credit Union	Universal Field Services	
US Bank	Van Cott, Bagley, Cornwall and McCarthy	
US Small Business Administration	Woodbury Corporation	
Utah County Credit Union	Young Electric Sign Co	

## LITIGATION APPRAISAL SUMMARY - DAVID COOK

Date	Client	Property	Address	Type
January 10, 2019	Hogan Lee Hutchison	Curt Marcantel Property	1064 Park Avenue Park City	Deposition
August 28, 2017	Mitchell, Barlow & Mansfield, PC	Boggess-Draper, LLC Property	263 West 11400 South Draper	Deposition
March 30, 2016	Richards Brandt Miller Nelson	Mitchell Property	2476 Cedarline Loop Tooele County	Court Testimony

David Cook has not published any articles or books within the last ten years.

David D. Cook's Utah License – Certified General Appraiser

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 12/12/2018  
EXPIRATION DATE: 12/31/2020  
LICENSE NUMBER: 7445742-CG00  
LICENSE TYPE: Certified General Appraiser  
ISSUED TO: DAVID COOK  
4525 S 2300 E SUITE 103  
HOLLADAY UT 84117



  
\_\_\_\_\_  
HOLDERS OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

Form #2

# QUALIFICATIONS OF DANIEL B. GOODMAN, APPRAISER

**Education:** Bachelor of Arts (Finance, Real Estate Emphasis), University of Utah, 1989.

**Appraiser Licenses:** State Certified General Appraiser (State of Utah #5467879-CG00)

## Appraisal Courses & Seminars

Real Estate Principles	1988 University of Utah
Real Estate Finance	1988 University of Utah
Real Estate Appraisal and Investment	1989 University of Utah
Real Estate Appraisal Principles	1990 AIREA
Basic Valuation Procedures	1991 Appraisal Institute
Standards of Professional Practice, Part A	1991 Appraisal Institute
Standards of Professional Practice, Part B	1991 Appraisal Institute
Capitalization Theory and Techniques, Part A	1991 Appraisal Institute
Capitalization Theory and Techniques, Part B	1991 Appraisal Institute
Standards of Professional Practice, Part A	1996 Appraisal Institute
Standards of Professional Practice, Part B	1997 Appraisal Institute
Advanced Applications	1999 Appraisal Institute
Successful Real Estate Investing	2000 Appraisal Institute
Appraising Conservation Easements	2000 Appraisal Institute
Standards of Professional Practice, Part A	2000 Appraisal Institute
Report Writing and Valuation Analysis	2000 Appraisal Institute
Appraisal Issues in Condominium Development	2001 Appraisal Institute
Standards of Professional Practice, Part B	2001 Appraisal Institute
Advanced Sales Comparison and Cost Approaches	2003 Appraisal Institute
7-Hour National USPAP Update	2004 Appraisal Institute
Highest & Best Use and Market Analysis	2005 Appraisal Institute
Business Practices and Ethics	2005 Appraisal Institute
7-Hour National USPAP Update	2006 Appraisal Institute
Quality Assurance in Residential Appraisals	2007 Appraisal Institute
Land Valuation Adjustment Procedures	2007 Appraisal Institute
Scope of Work: Expanding Your Range of Services	2008 Appraisal Institute
7-Hour National USPAP Update	2008 Appraisal Institute
Appraising Convenience Stores	2009 Appraisal Institute
Real Estate Finance, Value, and Investment Performance	2009 Appraisal Institute
Business Practices and Ethics	2010 Appraisal Institute
7-Hour National USPAP Update	2010 Appraisal Institute
Short Sales, Beyond the Basics	2010 DW Moore
Residential Site Valuation and Cost Approach	2011 Appraisal Institute
Subdivision Valuation	2011 Appraisal Institute
7-Hour National USPAP Update	2012 Appraisal Institute
2013 Legislative Report to Appraisers	2013 UAA
Mortgage Fraud – Protect Yourself!	2014 McKissock

Land and Site Valuation	2014 McKissock
Appraisal of Self-Storage Facilities	2014 McKissock
2014-2015 7-Hour National USPAP Update	2014 McKissock
Appraisal of Industrial Incubators	2015 McKissock
Appraisal of Land Subject to Ground Leases	2016 McKissock
Appraisal of Owner-Occupied Commercial Properties	2016 McKissock
2016-2017 7-Hour National USPAP Update	2016 McKissock
Basic Hotel Appraising – Limited Service Hotels	2018 McKissock
The Basics of Expert Witness for Commercial Appraisers	2018 McKissock
Advanced Hotel Appraising – Full Service Hotels	2018 McKissock
2018-2019 7-Hour National USPAP Update Course	2018 McKissock
Business Practices and Ethics	2018 Appraisal Institute
Analyzing Operating Expenses	2019 Appraisal Institute
Appraising Automobile Dealerships	2020 Appraisal Institute
2020-2021 7-Hour National USPAP Update Course	2020 McKissock

**Memberships &**

**Affiliations:** State Certified General Appraiser (State of Utah #5467879-CG00)

**Related Experience:**

1990-91 Topham, Bennett & Coon; Researcher  
1991-92 Wetherill Co.; Dallas, Texas; Researcher  
1992-1993 Appraisal Associates, Inc.; Staff Appraiser  
1993-Present Cook Group; Staff Appraiser

**Property Types Appraised:**

Apartment Complexes	Manufacturing Plants
Assisted Living Facilities	Medical Office Buildings
Automobile/Truck Dealerships	Mini Storage Facilities
Bed and Breakfast Inns	Mobile Home Parks
Cemeteries/Mortuaries	Motels
Convenience Stores/Service Stations	Nurseries
Corridors	Nursing Homes
Day Care Centers	Office Buildings
Facilities & Equipment	Office/Warehouse Buildings
Golf Courses	Patented Mining Claims
Grocery Stores	Research and Development Buildings
Hotels	Residential Subdivisions
Industrial Buildings	Residential Care Facilities
Laboratory Facilities	Restaurants
Land - Commercial	Retail Strip Centers
Land - Farm	Shopping Centers
Land - Grazing	Single Family Homes
Land - Recreational	Truck Service Centers
Land - Residential	Warehouse Buildings
Land - Wetlands	

Daniel Goodman's Utah License – Certified General Appraiser



# QUALIFICATIONS OF WILLIAM L. POYER, MAI

## LICENSES

Licensed Real Estate Broker, State of Florida (BK0374812)

Certified General Appraiser, State Of Florida (RZ0001820)

## PROFESSIONAL MEMBERSHIP

Naples Area Board of Realtors, Naples, Florida

Appraisal Institute, MAI designated member

## EDUCATIONAL BACKGROUND

1982 University of Florida, Bachelor of Science in Business Administration.

Major in Real Estate and Urban Analysis.

## COURSES ATTENDEND & PROFESSIONAL ACHIEVEMENTS

Mr. Poyer has attended over 2,000 hours of real estate courses and seminars his past 25 year real estate career. At the University of Florida, Mr. Poyer graduated from the real estate program that included real estate courses in real estate law, investment & feasibility analysis, finance, and appraising, along with a semester working in research at the University's respected Bureau of Business & Economic Research (BBER).

After graduation from the University, Mr. Poyer pursued & achieved the MAI designation, from the Appraisal Institute. To obtain the professional designation, you must complete rigorous educational requirements, submit extensive specialized experience, demonstrate report writing abilities, and pass a comprehensive two day exam. As a member, you must conduct professional activities in accordance with a stringent code of ethics, submit to peer review process. Additionally, members must adhere to strict continuing education requirements to ensure they are up to date with the evolving real estate field. The MAI designation has long been recognized by courts of law, governmental agencies, financial institutions and investors as a mark of excellence in the field of real estate valuation and analysis.

Some recent courses completed by Mr. Poyer include; National USPAP, Business Practices & Ethics, Analyzing Distressed Real Estate, Local Retail Properties, Small Hotel/Motel Valuation, Nursing Facilities, Convenience Stores & QSR, Forecasting Revenue, Feasibility, and a new course titled; Market Value, Investment Timing: Option Value.

## REAL ESTATE EXPERIENCE

After graduation from the University, Mr. Poyer spent his initial years working for a Naples based real estate firm headed by; Walter Jim Smith, CRE, known as Investors Research & Development. The firm specialized in syndication and other real estate investment partnerships. The firm operated a number real estate entities, including the W.Roy Smith & Companies, Realtors, and a number development companies. One partnership purchased/assembled 1,700 acres that were eventually sold in 1982 & developed into the massive Bonita Bay, DRI. Mr. Poyer, was involved with the acquisition and re-zoning of a 250 acre; residential golf course community in Estero during the mid-1980's that became the Villages of Country Creek. The Estero project required a lengthy re-zone process with one of Lee County's earliest comprehensive plan amendments being achieved. The

land use amendment changed the rural Estero subdistrict to a urban category. This early land use accomplishment lead to the further extensive re-zoning and development in the immediate Estero area, like the subsequent re-zonings of the massive Brooks, and Gulf Coast University projects, and the construction of Three Oaks Parkway.

During the early 1990's, Mr. Poyer foreseeing the need for a medical sub-district in the emerging Golden Gate communities, secured a 75 acre parcel, and subsequently filed one of Collier County's early comprehensive land use amendments that allowed acute hospitals, medical, & ancillary uses, within various Collier County urban districts. Mr. Poyer structured a joint venture with NCH and the Bonita Springs based principles of the Bonita Bay Properties. The 75 acre agricultural zoned parcel was subsequently re-zoned to a mixed use PUD that permitted a 100 bed acute hospital, 250,000 SF of related medical office uses, a 120 bed ALF/Nursing facilities, and 400 multifamily dwelling units.

As a real estate broker, Mr. Poyer professionally prefers buyer representation agency. Although, Mr. Poyer has actively marketed a number REO properties for the FDIC, RTC, financial institutions, and private mortgage investors. A couple of significant sales that he has achieved included a 500 slip dry storage marina, and the remaining 420 land units within residential PUD. As a buyer's agent, one of Mr. Poyer significant projects was the structured acquisition of a sizable investment portfolio in Lee County for a retiring Ohio based; automobile dealer. A 1031 tax differed exchanged was accomplished via the sale of his multiple dealership properties, into the local investment properties. Some of these Lee County properties acquired included the Dean Witter, SouthTrust, Wilson, Miller, and Aramark, buildings. After the acquisition, Mr. Poyer also managed the portfolio for a couple of years as some long term re-financing was arranged with life companies, to maximize the client's returns.

Mr. Poyer has also managed a sizable portfolio of rental apartments and his own investment partnerships, including a local multiple tenant medical office building.

As an independent fee appraiser, Mr. Poyer has appraised numerous properties, within one of the fastest growing areas of the United States. This vast experience has included a number proposed residential communities for acquisition & development funding. All aspects of commercial use properties have also been appraised, and Mr. Poyer specializes in marina properties, and other intensive commercial properties that also include a "going concern". Mr. Poyer has been involved in the valuation in excess of \$500M of distressed or foreclosed projects over the downturns, and the three recessionary periods of his career.

#### **PARTIAL LISTING OF CLIENTS**

Bank of Naples, Royal Palm Bank, US Bank, Bussey Bank, Bank of Naples, Royal Bank of Canada, Co America, Capital Bank, FDIC, RTC, Wal-Mart, Fifth Avenue South Property Owners Association, Wal-Mart, Cleveland Clinic, HMA, NCH, Estates, Attorneys, and Individuals.

#### **PARTIAL LISTING OF PROPERTIES APPRAISED**

Single family residences, apartment complexes, office buildings, condominium projects, mobile home parks, shopping centers, warehouses, vacant acreage, senior housing, marinas, and subdivisions.

**OTHER**

Qualified as an expert witness in the Twentieth Judicial Circuit, Collier County, Florida. Officer of the Parkside Condominium, 1986-94. Secretary, Cypress Trace Shopping Center (Ft. Myers) Property Owner's Association 1995-96. Trustee, Medical Arts Office Building, 1996-'01. Born in Naples, Fl: 1960. Also licensed in the State of Utah.

**William Poyer's Utah License – Certified General Appraiser**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

ACTIVE LICENSE

DATE ISSUED: 07/31/2019

EXPIRATION DATE: 06/30/2021

LICENSE NUMBER: 9444126-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: WILLIAM L POYER  
31 S 100 W  
WELLSVILLE UT 84339



\_\_\_\_\_  
SIGNATURE OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

Form #2

## Mark Larson's Utah License – Appraiser Trainee



## Taylor Piccolo's Utah License – Appraiser Trainee

License Details	
Details for license # 11517176-TR00	
Name	Taylor Piccolo
City, State, Zip	Salt Lake City, UT 84121
Profession	Appraiser
License Type	Appraiser Trainee
License #	11517176-TR00
License Status	Active
Status Change Reason	License Issuance
Original Issue Date	10/31/2019 <small>Original issue dates before 1989 may not be accurately recorded</small>
Expiration Date	10/31/2021
Disciplinary Action	None
Phone	8014147007
Company Name	DAVID COOK



## Appendix B - Professional Liability



Real Estate Professionals  
Errors and Omissions Policy

### Declarations

Agency	Branch	Prefix	Policy Number
078990	969	RFB	59231113919

Insurance is provided by  
Continental Casualty Company  
333 S Wabash Ave Chicago, IL 60604,  
A Stock Insurance Company.

#### 1. NAMED INSURED AND MAILING ADDRESS:

The Cook Group, Inc.  
4525 S 2300 E.  
#103  
Holladay, UT 84117

**NOTICE TO POLICYHOLDERS:**  
The Errors and Omissions Liability coverage  
afforded by this policy is on a Claims Made  
basis. Please review the policy carefully  
and discuss this coverage with your  
insurance agent or broker.

2. **POLICY PERIOD:** Inception: 11/01/2019      Expiration: 11/01/2020  
at 12:01 A.M. Standard Time at the address shown above.

#### 3. ERRORS AND OMISSIONS LIABILITY:

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$2,000,000
B. Discrimination Limits of Liability:				\$250,000
C. Deductible:	Each Claim:			\$5,000
D. First Coverage Date:		11/01/2015		
E. Prior Acts Date:		07/16/1984		

4. **PREMIUM:** \$4,788.00  
DISCRIMINATION (Optional \$250,000 Sublimit): \$0.00  
TOTAL PREMIUM: \$4,788.00

Countersigned by Authorized Representative

CNA65780XX ED. 05-2012

I201719-B66865

- 1 -

**EXHIBIT 2**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH LANG APPRAISAL**  
**SERVICE**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City  
South Weber City  
David Larson, City Manager  
1600 E. South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarson@southwebercity.com](mailto:dlarson@southwebercity.com)

Consultant  
[Lang Appraisal Service](#)  
[John Lang, President](#)  
2310 N 1350 E  
North Ogden UT 84414  
801-273-1444  
[langappraisal@gmail.com](mailto:langappraisal@gmail.com)

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

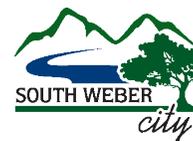
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Lang Appraisal Service**

\_\_\_\_\_  
John Lang, President

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

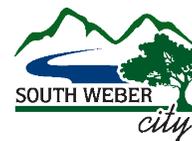
Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

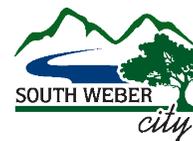
**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.



### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

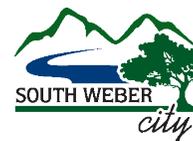
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

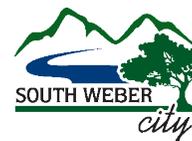
#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



**Lang Appraisal Service**  
**Appraisal, Review & Consulting**

May 18, 2020

Lisa Smith  
South Weber City  
1600 East South Weber Drive  
South Weber, Utah 84405

**RE: Request for Proposal - appraisal services for South Weber City.**

Dear Mrs. Smith,

We are submitting the following Request for Proposal, RFP, at the request of Jones & Associates Consulting Engineers for South Weber City. It is our intent to participate in the contract and comply with terms and conditions as indicated in the RFP. Lang Appraisal Service, Inc. does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap. John W. Lang has authority to sign and submit this RFP. John Lang, president, can be reached at 801-273-1444 or 801-550-9925. His email is langappraisal@gmail.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John W. Lang', with a long horizontal flourish extending to the right.

## 2. Qualifications

Independent fee appraiser working for Lang Appraisal Service, Inc. from June 1, 1997 to the current date. I am experienced in the valuation of retail, office, industrial, special purpose, and vacant land of all types. I specialize in rights of way and/or eminent domain projects for all types of properties. I have completed work in subdivision analysis, single family residential housing, and income properties. My education includes a B.S. in Finance from University of Utah, Salt Lake City, Utah, 1998 and an associate degree from Dixie College, St. George, Utah, 1995.

- Certified General Appraiser – State of Utah - #5491466-CG00, Expiration Date – December 31, 2021
- Candidate for Designation within the Appraisal Institute, I am currently an affiliated member. Member #224471. I have completed and passed the demonstration appraisal report and most of the other requirements needed to become a designated member.

Appraisal courses taken from the Appraisal Institute towards the MAI designation have all been completed and include the following:

Real Estate Appraisal Principles: Course 110  
Basic Income Capitalization: Course 310  
General Applications – Online Course: Course 320  
Business Practices and Ethics – Online Course: Course 420  
Advanced Income Approach: Course 510  
Highest & Best Use and Market Analysis: Course 520  
Advanced Sales Comparison and Cost Approaches: Course 530  
Report Writing and Valuation Analysis: Course 540  
Advanced Applications: Course 550  
Quantitative Analysis Course  
Condemnation Appraising: Course 715GRE  
National USPAP 15 Hour Course  
National USPAP 7 Hour Course

- International Right of Way Association Affiliation, no certification. Member Number available upon request

Courses taken from the IRWA towards the SR/WA designation include the following:

Computer Plotting of Legal Descriptions  
Easement Valuation: Course 403  
Valuation of Contaminated Properties, Course 407  
Reviewing Appraisals in Eminent Domain: Course 410

Additional Education includes seminars attended from 1998 through current date are listed below.

<b>Seminars Attended</b>	
Appraising for Federal Agencies	AI: Specialized Appraisal Issues
R/W + Telecommunications = \$	AI: Val. of Special Purpose Prop.
Railroad Corridors	UDOT: Em. Domain, Tools & Strategies - Public Projects - Utah
Purchasing Mitigation Lands	
Light Rail Field Study	AI: Litigation Skills for the Appraiser
Highway Utility Resource Sharing	CLE Int, Em. Domain, Med., Arb. & Successful Trial Presentation
Public Highways for Joint Use	
Fallout of the Telecom. Legislation	AI: Eminent Domain & Condemnation
AI: Utah State Appraiser law	AI: Oil Spills and Property Values
AI: Site Identification	Utah Land Use Institute: Em. Domain, How to Determine Just Compensation
AI: Comp. & Software Technology	
CRE Symposium & Forecast	AI: Complex Litigation Appraisal
AI: Anatomy of an Acquisition	Case Studies
AI: Ov. & Trds in the Health Care Ind.	AI: Business Practices and Ethics
AI: Appraisal & Real Estate Issues	AI: General Demonstration Report
Deed Plotter Seminar – Utah IRWA	3 Case Studies with 2 Approaches to Val
AI: Appraisal of Contaminated Prop.	AI: Comparative Analysis
AI: Measuring Stigma	AI: Reviewing Residential Appraisals
AI: Eminent Domain Issues	
AI: Conservation vs. Contamination	

- I have an understanding of all applicable state and federal laws and implementing regulations when acquiring property. Prior knowledge of these laws, rules and regulations is demonstrated by the hundreds of appraisals performed for UDOT for projects and advanced acquisitions considering the implications of the threat of condemnation and the inclusion of an EPM Summary based on UDOT appraisal requirements. They include, but are not limited to, Federal Uniform Relocation Act, Utah State Code Section 57-12, Code of Federal Regulations section 49 CFR Part 24 and 23 CFR Part 10.

The appraisals completed over the past five years Governmental agencies, quasi-public agencies, attorneys, and private parties have complied with applicable laws and regulations. These reports have complied with Federal Uniform Relocation Act, Utah State Code Section 57-12, Code of Federal Regulations section 49 CFR Part 24 and 23 CFR Part 10. Most of them have been reviewed and approved by qualified UDOT review appraisers. The reports are of partial and/or total takings for eminent domain appraising.

While completing work on these UDOT, county and city projects, I worked with the representatives, acquisition agents and/or engineering companies in addition to the individual property owners to ensure that the appraisal process was clearly understood and addressed the problems that might result with the client to help the acquisition process once the appraisals were complete.

In addition to UDOT projects, I have provided similar and additional services on other projects. On some of these projects, I worked with city employees including the mayor, city attorney, planning department and engineering department to fully understand the concerns of the owners and how the eminent domain appraisal process, subject to Utah State laws and UDOT requirements, works to address applicable owner concerns. This process resulted in the acquisition of the needed right of way for that project on several properties where previous attempts had not been successful.

I have been present at public meetings in advance of pending projects to discuss the eminent domain process including the appraisal and review process with the general public for UDOT and local governments.

- I do not have work experience as an acquisition agent with or for any State Department of Transportation, local public agency, or Federal Agency. However, I have worked hand in hand with acquisition agents and public agency staff to ensure that applicable relocation requirements are met on different projects.

Since then, I have been involved with the acquisition process as an independent fee appraiser on many projects. These acquisitions have been for local, county and state governments. This work includes pre-work meetings identifying the scope of work and procedures to follow in the acquisition process, public hearings in advance of a project to answer questions from the general public, and mediations in advance of a pending trial to attempt to resolve the remaining issues as they relate to real estate appraisal.

**\* Current references to this experience/process as an appraiser in the acquisition process are included in the list of references. A few of them are Dian McGuire of UDOT, Randy Jefferies of UDOT, Jonathon Call of North Ogden City, and Michael Fazio of Bluffdale City.**

As per the acknowledgement on the cover page, there have been no debarment, license issues, and/or investigations performed by a governmental agency resulting in any disciplinary action, suspensions, fines or loss of license in the past five years.

### 3. References - Work Experience - Appraisals Performed

The following information is a partial list of the work performed in the eminent domain field over the past five years including the clients, contact information, dates of service, types of work performed, and a summary of work performed. Additional information about individual projects and/or appraisals completed is available up request.

References - Description of Work Performed				
Client	Reference	Dates of Service	Work Performed	Description of Work Performed
North Ogden	Jonathon Call Attroney East 2600 North North Ogden, UT 84414 O - (801) 737-9846 jcall@noogden.org	2016 - 2020	Appraisal, Appriasal Review, Consulting Services	The appraisal work includes total takings, partial acquisitions including perpetual and temporary construction easements, consideration of cost to cure, severance damages and/or benefits.
UDOT	Dian McGuire Right of Way Lead Agent 4501 S. 2700 W. SLC, UT 84119 O - (801) 965-4968 C - (801) 633-6370 F - (801) 965-4564 dmcquire@utah.gov	2007 - 2020	Appraisal, Appraisal Review, Consulting Services	The appraisal and review work includes total takings, partial acquisitions including perpetual and temporary construction easements, consideration of cost to cure, severance damages and/or benefits. Advanced acquisitions have been completed as well.
Bonneville Acquisitions - Formally of Project Engineering Consultants	Jason Allen SLC, UT 84145 O - (801) 858-3546 C - (801) 641-3403 jason.mark.allen@gmail.c om	2015 - 2020	Appraisal, Review, Consulting Services	The appraisals - total takings, partial acquisitions with perpetual easements, TCE, cost to cure, severance damages, benefits. Consulting - assisting in acquisitions through public and private meetings.
Bluffdale City	Michael Fazio City Engineer 14350 S. 2200 West Bluffdale, UT 84065 O - (801) 858-0490 F - (801) 253-3270 mfazio@bluffdale.com	2013 - 2020	Appraisal, Appraisal Review, Consulting Services	The appraisal and review work includes total takings, partial acquisitions including perpetual and temporary construction easements, cost to cure, severance damages and/or benefits. Expert witness in mediation.
UDOT	Randy Jefferies Project Manager Region I 4501 S. 2700 W. SLC, UT 84119 O - (801) 620-1690 C - (801) 791-1059 F - (801) 612-4098 rjefferies@utah.gov	2015 - 2020	Appraisal, Appraisal Review, Consultation	The appraisal and review includes total takings, partial acquisitions, consideration of cost to cure, severance damages and/or benefits. Advanced acquisitions have been completed as well.

The appraisal, review, consulting services and expert witness work completed for these and other clients from 2015 to 2020 includes work related to all types of vacant and improved parcels. I have appraised or been involved numerous other rights of way widening projects for Federal and local governments (cities and counties) as well. I have appraised over four hundred parcels and reviewed over five hundred appraisals for eminent domain purposes in the past five years.

Over the years I have worked on complex, unusual, and special purpose properties. I have valued fishing angler easements and fee takings on the Provo, Strawberry, and Duchesne Rivers for Federal Governments and private parties. I have appraised waterfront recreational residential lots along Bear Lake and Big Sand Wash Reservoir.

Some of the unique appraisals completed include the Main Street Corridor and City Creek access (including surface, subsurface and air rights), gravel pits, wetlands, Sports Mall athletic center, Capitol Theater, Fort Douglas Country Club, airport expansions, Oxbow Jail, Salt Lake City Main Library, fiber optics rights of way, timeshare properties, and tax appeals, Chimney Ridge Project, South Salt Lake Library, review of tax assessment appraisals on Alliant Techsystems missile plant, etc.

#### Expert Witness

I have been retained as an expert witness for depositions and court testimony for eminent domain trials by law firms, engineering companies, and private property owners within the past few years.

I have appeared in District and Federal Courts, in front of the Tax Commission and been deposed in two cases over the past five years. I have assisted in the preparation of appraisals for several cases that I have testified about in court for our firm. The majority of cases involving my appraisals are settled out of Court prior to deposition. The following is a list of the most recent testimony given.

Description of Court Testimony				
Date	Case	Property Type	Attorney	Comments
Oct-13	United Park City Mines & UDOT / Stichting Mayflower Property	Recreational residential development land	Stephen Christiansen	The appraisal involved a partial taking from potential development land and the impacts to the remainder parcel in the after condition. Consideration for development potential within the applicable zoning/master plan.
Jun-14	Thatcher Brook Rehabilitation Center	Improved Assisted Living Center	Gary Weston	The testimony given was for the applicable market rent for office space within the center.
Aug-14	Clearfield Mobile Home Property	Existing mobile home park	Gordon Madsen	The appraisal involved a highest and best use analysis between the current improved use and an alternative use as if vacant. The testimony was to establish current market value.
Aug-16	Starline Properties	Mixed use commercial development land	Clark Sessions	The appraisal involved a partial fee taking from development land and the impacts to the remainder parcel in the after condition including severance damages. Consideration for project blight was considered.

### Consulting Services

I have worked for the State Agency Counsel of the Attorney General Office, various private attorneys, cities and counties providing consulting services over the years. The consulting services include making sure that UDOT procedures for appraisal services adopted by local municipalities are performed correctly and providing litigation support prior to trial when needed.

### Partial List of Clients - Appraisal, Appraisal Review and Consulting Services:

- Bureau of Land Management, BLM
- Bureau of Reclamation, BOR
- Division of Wildlife Resources, DWR
- United State Forest Service, USFS
- Utah Department of Transportation, UDOT
- State and Institutional Trust Lands Administration, SITLA
- Utah Office of the Attorney General – State Agency Counsel
- Office of the Property Rights Ombudsman – Utah Department of Commerce
- Davis County
- Salt Lake County
- Weber County
- Wasatch County
- Salt Lake City
- Ogden City
- Layton City

- Herriman City
- North Ogden City
- Marriott-Slaterville City
- Mapleton City
- Bluffdale City
- Taylorsville City
- Springville City
- Canyons School District
- HDR Engineering
- Horrocks Engineering
- Project Engineering Consultants
- Kinder Morgan
- Chevron
- Questar Pipeline Co.
- Holly Energy Partners
- El Paso Gas
- Kirton McConkie
- Clyde Snow Sessions and Swenson, PC
- Vancott, Bagley, Cornwall & McCarthy, PC
- Parr Brown Gee & Loveless, PC
- Smith Hartvigsen, PLLC
- Jeffs & Jeffs, PC

Additional information about the type of work completed for these clients and the dates of service can be provided at your request.

#### **4. Schedule**

Our appraisal schedule is as follows currently:

Total Acquisitions – 2 to 3 weeks

Partial Acquisitions – 3 to 4 weeks

Complex Reports – 4 to 6 weeks

#### **5. Fee**

A. All fee quotes are per appraisal for most property types unless otherwise stated.

Total Acquisitions - \$2,500

Partial Acquisitions - \$2,500 to \$2,750

Complex Reports - \$2,500 to \$5,000

B. No expected reimbursements and/or associated rates outside the appraisal fee.

**License**

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 01/09/2020

EXPIRATION DATE: 12/31/2021

LICENSE NUMBER: 5491466-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO: JOHN W LANG  
2310 N 1350 E  
NORTH OGDEN UT 84414



  
SIGNATURE OF HOLDER

  
REAL ESTATE DIVISION DIRECTOR

Form #9

**EXHIBIT 3**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**APPRAISER WITH WESTERN STATES**  
**VALUATION**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY APPRAISER**

This Professional Services Agreement for On-Call Property Appraiser (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide property appraisal services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request appraisal services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iii. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	<a href="#">Western States Valuation</a>
David Larson, City Manager	<a href="#">Michael D. Vowles, Owner</a>
1600 E. South Weber Drive	549 25th St #300
South Weber, UT 84405	Ogden UT 84401
801-479-3177	801-627-2333
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:mike@wsvaluation.com">mike@wsvaluation.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

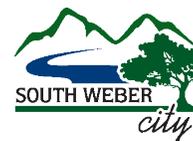
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Western States Valuation**

\_\_\_\_\_  
Michael D Vowles, Owner

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

Advertisement

South Weber City is accepting proposals from individuals and firms “Appraisers” interested in providing land/property appraisal services for South Weber City on an on-call basis.

It is the intention of the City to create a pool of pre-qualified Appraisers for a term of three (3) years. Appraisers will be selected based on qualifications, experience, schedule, and cost. Selected Appraisers are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties on the City’s website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer’s website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

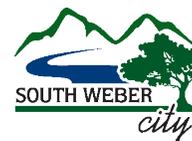
Proposals shall be submitted as detailed in the RFP.

See full RFP for schedule and details.

City reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY APPRAISERS**

**I. INTRODUCTION**

South Weber City ("City") is accepting proposals from qualified and experienced land/property appraisers ("Appraisers") to provide land and property appraisal services, as needed, for various projects and locations throughout the City ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of Appraisers for work needed in the next three (3) years.

**II. GENERAL SCOPE**

Following the requirements imposed by both City and State laws associated with the appraisal of property, the Appraiser will coordinate efforts for the evaluation of one or all of the following: fee simple ownership of property, easements, and/or temporary construction easements, as needed by the City. Deliverable(s) will be complete appraisal report(s), conforming to the Uniform Standards Professional Appraisal Practice.

**III. INSTRUCTIONS TO APPLICANTS**

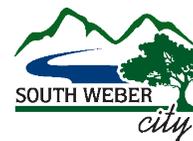
**A. Schedule**

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

**B. Procedure**

The procedure for response to this request, evaluation of qualifications, and selection of a consultant is as follows:

1. Interested entities will prepare and submit their proposal according to the Project Timetable contained in Subsection III-A.
2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. The City will select one (1) or several Appraisers based on the review of the proposals for inclusion on the City's pool.
4. Recommendation of Award will be presented to City Council for consideration.
5. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be entered into between the City and each selected Appraiser.



### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.

Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

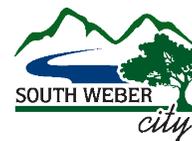
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

### D. Submittal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than ten (10) pages; single sided, excluding transmittal letter, attachments, and resumes. The submittal shall include the following:

1. Transmittal letter (not included in page count): The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP, or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers and email address(es).
2. Qualifications/Experience: This section should contain the following information:
  - a. Qualifications and experience of individual(s) proposed to perform the Work, including experience with residential, agricultural, and commercial properties.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that will provide services along with a percentage of work to be performed at those locations.
  - c. Licenses and certifications held by individual(s) and firm, as applicable.



- d. Resumes may be provided (not included in page count).
3. References: Provide three (3) references, preferably from the public sector, for appraisals performed in the last twelve (12) months. Information should include: client, project name (if applicable), contact person, and phone number.
4. Schedule: Provide the approximate time (in calendar days) expected to complete an appraisal.
5. Fee Proposal: The fee proposal shall include:
  - a. Cost per appraisal, per appraisal type (property, easement, etc.), per land type, if different.
  - b. Expected reimbursable and associated rates.

#### **E. Evaluation Criteria**

The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in the paragraphs above is grounds for disqualification.

1. Transmittal Letter (10%): Complete information as requested.
2. Qualifications/Experience (25%): This category deals with the Proposer's experience, certifications, education, training, and experience level of personnel proposed.
3. References (25%): This category deals with the quality of feedback from the provided references.
4. Schedule (20%): Rated against other proposals.
5. Fee (20%): Rated against other proposals.

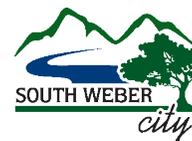
#### **IV. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Applicants should carefully consider the items submitted before submitting items that would not be disposable to the Proposer. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The applicant agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the applicant for any costs or expenses incurred in connection with this request, or applicant's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the applicant without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the applicant and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicant prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified applicants that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



549 25<sup>th</sup> Street, #300  
Ogden, Utah 84401  
(801) 627-2333  
mike@wsvaluation.com  
www.wsvaluation.com

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May 18, 2020

South Weber City  
1600 E. South Weber Drive  
South Weber City, Utah 84405

RE: A proposal for land/property appraisal services.

To Whom It May Concern:

Western States Valuation is pleased to provide a bid for this solicitation. The firm is owned by Michael D. Vowles, MAI, and I would perform all work associated with a possible appraisal contract.

I have been appraising commercial properties, single and multi-family homes and developments, and rural and agricultural land property types for 19 years. I was an Appraiser/Review Appraiser for the U.S. Forest Service from July 2011 to May 2013. I performed appraisals, market studies, research, and appraisal reviews on land, agricultural land, recreational land, and commercial property types during the almost two years I worked there in Region 4, which covers Wyoming, Idaho, Utah, and Nevada. I started my appraisal firm in February 2012 and have performed appraisals for several different federal government agencies, state agencies, school districts, local government, banks/credit unions, and other various clients. I am currently a Certified General Appraiser in the states of Utah, Idaho, Wyoming, Colorado, Arizona, and Nevada.

It is my intent to participate in the contract for on-call property appraisers in South Weber City, Utah, and I will comply with all terms and conditions as indicated in the RFP.

My firm does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap.

I, Michael D. Vowles, am the owner of Western States Valuation, LLC, and am authorized to act on behalf of the company, and am the key contact for the company.

**Qualifications/Experience:**

I have been appraising all property types for 19 years mainly in Utah with some work in the surrounding states. I have performed several appraisals in South Weber City over the 19 years of appraisal work. I am a Certified General Appraiser in the State of Utah and hold the MAI designation from the Appraisal Institute. I have performed several valuation assignments that include easements, temporary construction easements, takings, conservation easements, partial interests, and many other assignment and property types. I am a member of the International Right of Way Association. I typically perform about 100 appraisal assignments per year in Utah, with 75-80% of these for lender clients. The other 20-25% are for federal and state government agencies and local municipalities. The following list of assignments are those that have been performed according to standards of the Uniform Appraisal Standards for Federal Land Acquisitions and also USPAP:

UASFLA Compliant Appraisals						
Type	Size	Location	Agency	Date of Report	Contact	
Conservation Easement Appraisal	894 ac.	Geneva, Bear Lake Cnty., ID	FWS, AVSO	Oct-19	David Yerke, AVSO	
Conservation Easement Appraisal	1800 ac.	Next to Zions Natl. Park	State of Utah & Forest Service	Sep-19	Kraig Frome - Regional Appraiser, FS	
Direct Sale of 200 acres of BLM Land	200 ac.	Castledale, Utah	BLM	Mar-19	Jay DeVoe, Review Appraiser w/ AVSO	
Market Study of Mountain Land Sales	Varies	Cottonwood Canyons, Utah	Forest Service	Apr-19	Kraig Frome - Regional Appraiser, FS	
Review of acquisition parcels	0-20 ac.	Sandy, Utah	St. of UT	11/16/2017	Jaime Tsandes - Bowens, Collins	
Conservation Easement on wetlands	780 ac.	Corrinne, Utah	FWS	Dec. 12, 2017	Janet Sharon - Review Appraiser	
Permanent easements and temporary construction easements on 7 separate properties	5-620 ac.	Gallup, McKinley County, NM	BOR	Nov. 6, 2017	Bruce Buchan - Review Appraiser	
Acquisition of Ag./Rec. Land	646 ac.	Owyhee County, Idaho	BLM	6/19/2017	Gary Lay - Review Appraiser	
Acquisition of Ag./CE Land	3-320 ac.	Provo, Utah	BOR	6/2/2017	Doug Brennan - Review Appraiser	
Acquisition of Improvements	Varies	Echo Reservoir, Utah	BOR	3/24/2017	Trey Teller - Review Appraiser	
Permanent ROW easements	640 ac.	Gallup, McKinley County, NM	BIA	4/6/2017	Calvin Murphy - Transportation Engineer BIA office in Gallup, NM	
Acquisition of Land	1.23 ac.	South Weber, Utah	Forest Service	6/15/2016	Kraig Frome - Regional Appraiser, FS	
Permanent ROW easements	40-640 ac	Pagosa Springs, CO	BIA	10/15/2015	Daniel Boyd - Transportation Engineer, BIA office in Albuquerque, NM	
Permanent utility easements	400-777 ac.	Tooele County, UT	Air Force	8/1/2015	Peter Fletcher - Engineer at HAFB, Utah	
Market Rental Study on Ag. Land		Wind River Reservation, Wyoming	BIA	8/1/2015	Barry Smith - Review Appraiser	
Grazing Rental Study on Land		Wind River Reservation, Wyoming	BIA	6/1/2015	Barry Smith - Review Appraiser	
Disposition of Land	7 ac.	Manila, Utah	Forest Service	11/1/2014	Kraig Frome - Regional Appraiser, FS	
Acquisition of Land	3 ac.	Challis, ID	Forest Service	6/1/2014	Kraig Frome - Regional Appraiser, FS	

## Qualifications of Michael D. Vowles, MAI:

### EDUCATIONAL BACKGROUND

Bachelor of Science Degree, Finance  
Certified General Appraiser  
MAI Designation

University of Utah, 2001  
Since 2005 – Utah and surrounding states  
Appraisal Institute 2010

### APPRAISAL COURSES & EXAMINATIONS

Real Estate Principles, 4740 Finance  
Real Estate Appraisal and Investment  
Course 310, Basic Income Capitalization  
National USPAP 15-hour course  
Business Ethics  
Course 320, General Applications  
Course 510, Advanced Income Capitalization  
Course 520, Highest & Best Use & Market Analysis  
Course 530, Advanced Cost and Sales Comparison  
Course 540, Report Writing  
Course 550, Advanced Applications  
Utah State Certified General Appraiser Examination  
Comprehensive Examination for MAI Designation  
Appraising Distressed Commercial Real Estate  
Demonstration Appraisal Report  
USPAP Update  
Appraisals Through the Eyes of the Reviewer  
Introduction to Appraisal Review  
Appraisal Review Under USPAP  
Appraisal Review Under UASFLA  
Advanced Appraisal Review Cases  
Requirements of UASFLA  
Valuation of Intangible & Non-Financial Assets  
Valuation of Conservation Easements  
Complex Case Studies of Litigation Appraisal  
Marketability Studies: The Six-Step Process  
Introduction to Soils for Appraisers  
St. George Symposium  
Appraisal Applications of Excel  
Laws for Nevada Appraisers  
Water Rights for Appraisers  
CPACE  
Lease and Leasehold Analysis

University of Utah 2000  
University of Utah 2000  
Appraisal Institute 2002  
Appraisal Institute 2002  
Appraisal Institute 2016  
Appraisal Institute 2003  
Appraisal Institute 2004  
Appraisal Institute 2004  
Appraisal Institute 2005  
Appraisal Institute 2005  
Appraisal Institute 2005  
March 2005  
February 2006  
Appraisal Institute 2009  
March 2010  
Appraisal Institute Jan. 2020  
ASFMRA Jan. 2012  
ASFMRA March 2012  
ASFMRA March 2012  
ASFMRA May 2012  
ASFMRA May 2012  
ASFMRA May 2012  
ASFMRA Sept. 2012  
ASFMRA Jan. 2013  
ASFMRA May 2013  
Appraisal Institute Feb. 2014  
Appraisal Institute Mar. 2014  
ASFMRA Jan. 2015  
Appraisal Institute March 2016  
ASFMRA Jan. 2017  
McKissock Jan. 2017  
ASFMRA Jan. 2017  
Dec. 2018  
Sept. 2019

### PROFESSIONAL EXPERIENCE AND AFFILIATIONS

Appraiser and Owner, Western States Valuation  
Owner, VMH, Property Investment and Development  
Review Appraiser with U.S. Forest Service  
Appraiser with Wall Appraisal  
Associate and Member of Appraisal Institute  
Utah Chapter of Appraisal Institute Board Director

2012 to present  
2017 to present  
July 2011 to May 2013  
2001 to July 2011  
Since 2005  
2015 to 2018

### PROPERTY TYPES APPRAISED

Industrial, residential subdivisions, office, retail, multi-family, land, ranches, agricultural, restaurants, single-family homes, automobile dealerships, service stations, carwashes, rural land, rock quarry, forest inholding, assisted living facilities, conservation easements, and right-of-ways.

**Utah Certified General Appraiser License:**



**MAI designation from the Appraisal Institute:**



**Member of the IRWA (International Right of Way Association):**

*The International Right of Way Association*



*and the International Executive Committee recognizes that*

*Michael David Vowles*

*has been duly qualified and elected as a full member of chapter 38  
with the International Right of Way Association with all rights, responsibilities, and  
privileges pertaining thereto.*

*Given this thirtieth day of March, 2020*

*Aimie Mims*  
Aimie Mims, SR/WA, R/W-AMC, R/W-NAC  
International President



*Judy Jones*  
Judy Jones, SR/WA, R/W-AC, R/W-NAC  
International Secretary

**References:**

Craig Sears  
Real Property Business Manager  
Weber State University  
1410 Edvalson  
Ogden, Utah 84408  
craigsears@weber.edu  
(801) 626-8592

Brandon Cooper  
Deputy Director  
Ogden City Redevelopment Agency  
2549 Washington Blvd.  
Ogden, UT 84401  
(801) 629-8910

Leon Wilcox  
Business Administrator  
Canyons School District  
9361 South 300 East  
Sandy, UT 84070  
(801) 826-5040

**Schedule:**

Length of time to complete different types of appraisals:

Residential: 3-5 business days.  
Land: 10-15 business days.  
Commercial: 10-15 business days.

**Fee Proposal:**

Each assignment, its scope, and its complexity are difficult to place a set fee on. Generally, the following are prices per appraisal assignment, all fees inclusive, and with low complexity:

Residential: \$400  
Land: \$800-\$2,000  
Commercial: \$1,800 - \$4,000  
Easement: \$2,000 - \$5,000

These are the base fees for a low complex appraisal or valuation assignment. Each assignment has a different scope and varying levels of complexity. As the scope and level of complexity increases, the fee for each property type would also increase from this base amount.

Moreover, my firm charges \$150 per hour for consultation and other hourly rate type of work.

Thank you for considering me for this proposal. Please do not hesitate to contact me with any further questions.

Sincerely,



Mike Vowles, MAI  
Western States Valuation

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## RECOMMENDATION OF AWARD

To: South Weber City Mayor and Council

From: Dana Q. Shuler, P.E.  
City Engineer's Office  
Jones & Associates Consulting Engineers

RE: **RECOMMENDATION OF AWARD**  
**ON-CALL PROPERTY ACQUISITION SERVICES**

Date: May 21, 2020

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### REQUEST FOR PROPOSALS

South Weber City publicly solicited for proposals for On-Call Property Acquisition Services. The deadline for submission was May 18, 2020. The City received four (4) proposals from the following companies:

1. Bonneville Acquisitions
2. Horrocks Engineers
3. LaMar A. Mabey & Associates
4. Meridian Engineering

### EVALUATION

An evaluation committee consisting of the following people was determined:

- David Larson, City Manager
- Lisa Smith, City Recorder
- Brandon Jones, City Engineer
- Dana Shuler, Project Engineer

The proposals were reviewed and scored by each committee member. The scores were then compiled, and the committee met on May 20, 2020 to review the compiled proposal scores and discuss a recommendation. A summary of the scoring is below, in order of ranking. A full summary is attached.

Company	Score	Rank
Bonneville Acquisitions	309	1
Horrocks Engineers	295	2
LaMar A. Mabey & Associates, Inc.	289	3
Meridian Engineering, Inc.	270	4

**BUDGET**

There is no specific budget for this pool. As the need arises for a specific project, the acquisition services will be budgeted for within that specific project.

**AWARD RECOMMENDATION**

After scoring and discussion were complete, the committee decided to recommend inclusion of all four (4) Proposers into the pool.

If the Council agrees with this recommendation, please pass a motion awarding inclusion into the pool of all four (4) Proposers: **Bonneville Acquisitions, Horrocks Engineers, LaMar A. Mabey & Associates, and Meridian Engineering.**

## RESOLUTION 2020-20

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING PROFESSIONAL SERVICES CONTRACTS FOR PROPERTY ACQUISITION SERVICES

**WHEREAS**, South Weber City has intermittent need of property acquisition services; and

**WHEREAS**, the procurement policy allows for a service provider pool including multiple businesses to be under contract simultaneously; and

**WHEREAS**, a request for proposals (RFP) was advertised May 7<sup>th</sup> and May 14<sup>th</sup>, 2020; and

**WHEREAS**, submittals were received from Bonneville Acquisitions; Horrocks Engineers; LaMar A. Mabey and Associates, Inc.; and Meridian Engineering, Inc.; and

**WHEREAS**, an evaluation committee comprised of Engineer Brandon Jones, Engineer Dana Shuler, City Manager David Larson, and City Recorder Lisa Smith rated the proposals based on transmittal letters, qualifications, experience, project teams and fee proposals; and

**WHEREAS**, having met the criteria outlined all four businesses are being presented to the City Council for contract approval allowing the City to utilize the services of these businesses on an as needed basis;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** Property acquisition service contracts as attached in Exhibits 1, 2, 3, and 4 are hereby awarded to the following firms:

1. Bonneville Acquisitions
2. Horrocks Engineers
3. LaMar A. Mabey and Associates, Inc.
4. Meridian Engineering, Inc.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

Roll call vote is as follows:

Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder

**EXHIBIT 1**

**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**ACQUISITION SERVICES WITH**  
**BONNEVILLE ACQUISITIONS**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	Bonneville Acquisitions
David Larson, City Manager	Jason M. Allen, Managing Member
1600 E. South Weber Drive	139 E 5200 S
South Weber, UT 84405	Washington Terrace UT 84405
801-479-3177	801-540-0334
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:jason.mark.allen@gmail.com">jason.mark.allen@gmail.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

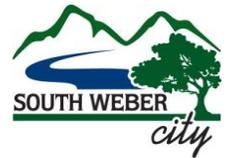
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Bonneville Acquisitions**

\_\_\_\_\_  
Jason M. Allen, Managing Member

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

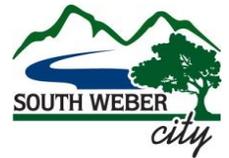
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

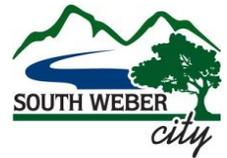
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

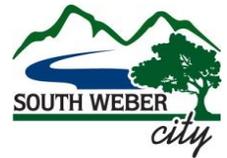
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### III. INSTRUCTIONS TO APPLICANTS

#### A. Timetable

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### B. Procedure

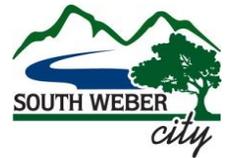
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

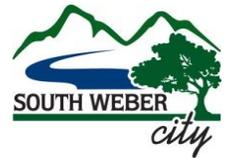
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

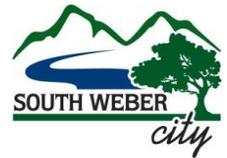


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.

1. Transmittal Letter (5%): Complete information as requested.
2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
5. Fee Proposal (20%): Value of Respondent's services.
6. Optional oral presentation (15%).

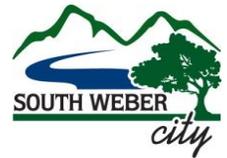
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



# *Bonneville Acquisitions*



May 18, 2020

Lisa Smith  
South Weber City Recorder  
1600 East South Weber Drive  
South Weber, UT 84405

RE: Proposal for On-Call Property Acquisition Services for South Weber City

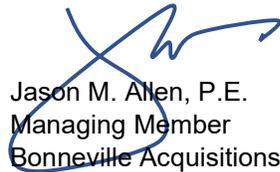
Ms. Smith,

It is with great pleasure that I submit Bonneville Acquisitions LLC's intent to participate in the contract for South Weber City's On-Call Property Acquisition Services and declare that Bonneville Acquisitions LLC intends to comply with all terms and conditions as indicated in the Request for Proposals. Bonneville Acquisitions LLC does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

The point of contact for this project will be Jason M. Allen, P.E. Jason is the Managing Member of Bonneville Acquisitions LLC, and as such is authorized to sign this proposal on behalf of the company. Jason will be the lead for acquisition services for South Weber City. He can be reached by phone at 801-540-0334 or by email at [jason.mark.allen@gmail.com](mailto:jason.mark.allen@gmail.com).

We look forward to working with South Weber City in helping to meet your property acquisition needs.

Warmest regards,



Jason M. Allen, P.E.  
Managing Member  
Bonneville Acquisitions LLC



**PROPOSAL**

**for**

**SOUTH WEBER CITY  
ON-CALL PROPERTY ACQUISITION SERVICES**



**May 18, 2020**



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## Qualifications

Bonneville Acquisitions LLC is owned and operated by Jason M. Allen, a professional engineer and real estate sales agent licensed in the State of Utah. Jason has 18 years of experience in the civil engineering industry, predominantly focusing on roadway improvement projects for the Utah Department of Transportation and local governments. Jason Allen will handle all the document preparation, negotiations, and acquisitions.

Jason Allen and Bonneville Acquisitions are currently on the UDOT Right of Way Acquisition Agent Pool, as well as the Weber County and Ogden City Right of Way Acquisition Pools. During his time as an acquisition agent and a right of way lead, he has gained a general understanding and aptitude for real estate transactions, including negotiation, contracts (both UDOT and municipal), appraisals, and title insurance.

The following is a summary of licenses held by Bonneville Acquisitions and its owner:

### Company Information

Company Name:	Bonneville Acquisitions LLC
Type of Business:	Limited Liability Company
Employer ID No.:	82-1042766
Owner Name:	Jason M. Allen
License Type:	Professional Engineer
License Number:	UT PE 5337383-2202
License Type:	Real Estate Sales Agent
License Number:	UT 5337383-SA00

Bonneville Acquisitions will use their existing knowledge and experience in the project area to help South Weber City (City) acquire property and easements in an efficient and timely manner. The following explanations describe how we will use innovative practices to perform this work as well as explain how and why we are uniquely qualified for this project.

### Engineering Experience

Jason Allen is currently the only acquisition agent in the State of Utah with a professional engineering license. Jason's experience as a design engineer and project manager provide him with a unique perspective during the acquisition process. His 18 years of experience in surveying and civil engineering allow him to anticipate property owner's concerns and quickly work to resolve them. Over the years, Jason has developed countless construction plan sets, including survey, right of way, storm drain and utility, grading, and roadway sheets. He has also written warranty deeds and easement documents, and prepared property survey maps, so his ability to explain the complexities of these types of documents to property owners is second to none. Because of these experiences, Jason is skilled in answering questions about construction and design that arise during negotiations. We have found that many property owners' questions can easily be answered by explaining the engineering principles behind the design. As a result, Jason can quickly and easily answer questions, thus building trust in his abilities as an acquisition agent.

### Knowledge of the Uniform Act

Bonneville Acquisitions and Jason Allen have worked on acquiring hundreds of parcels following the Uniform Act. Regardless of funding source, the Uniform Act requires that a City must follow a federally



approved property acquisition process to purchase property and/or easements for a roadway or utility project. At this time, UDOT has the only approved process in the State of Utah, and our team will follow the UDOT Right of Way Operations Manual and UDOT process for acquiring the property for South Weber City. This includes using ePM, UDOT's electronic project management software, to generate the necessary acquisition documents. Our team will also provide the following information to each property owner when the initial offer is made, per UDOT process requirements:

- Ombudsman's Acquisition Brochure – "Your Guide to Just Compensation"
- Offer to Purchase and Offer Letter
- Statement of Just Compensation (signed by the City's representative after they have approved the appraisal or Administrative Compensation Estimate)
- Right of Way Contract
- Deed(s) and/or Easement(s)
- Map and legal description

Once the initial offer has been made, we will begin negotiations for the purchase of the property and/or easements.

### **Skilled and Empathetic Negotiator**

Jason Allen has developed a reputation as a skilled and empathetic negotiator. Jason is outgoing and personable, making it easy for property owners to instantly connect with him. At Bonneville Acquisitions, we strive to put the property owner first, and work hard to develop relationships of trust from initial contact, through construction. We focus on win-win scenarios and do our best to explain offers and counteroffers in a way that the property owners and municipalities can understand both sides. We take pride in being honest and forthright, and have found that most property owners appreciate this candor in contrast to being told what they want to hear just to get them to sign a contract.

### **Value Estimation and Appraisals**

As a licensed real estate agent, Jason Allen has access to the Utah Multiple Listing Service (MLS) to find comparable sales data for value estimations. Bonneville Acquisitions can perform Administrative Compensation Estimates (ACE) for any valuation under \$10,000, per State of Utah requirements. We strive for fairness during the value estimation process and use multiple valuation guides and tools to develop comprehensive and equitable estimates.

Per State of Utah requirements, cities are required to obtain an appraisal and an appraisal review for any valuations over \$10,000. We have worked with numerous appraisers over the years, and have developed strong relationships with three, in particular, namely John Lang (Lang Appraisal Services), Ben LeFevre (Integra Realty Resources), and Michele Jakob (Van Drimmelen and Associates). Bonneville Acquisitions will pair appraisers and reviewers with parcels based on two criteria: (1) appraiser availability and (2) our working knowledge of the individual appraiser's areas of expertise.

### **Knowledge of Real Estate Transactions**

Bonneville Acquisitions has a robust knowledge of all aspects of real estate transactions. We have worked alongside other skilled acquisition agents to develop a strong understanding of the acquisition process and necessary documentation. Jason is meticulous, focusing on the details in preparing high quality, accurate acquisition packages. Jason's experience as a construction management engineer has allowed him the ability to foresee potential issues for cities and property owners during construction, allowing him to provide suggestions for additional terms in the contract to protect both parties.



Both UDOT and Weber Area Council of Governments (WACOG) funding sources require cities to use a title company to close property sales that exceed \$10,000. For your own protection, we recommend that South Weber City adhere to these guidelines and use a title company to obtain title insurance and close on properties whose compensation is greater than \$10,000. Bonneville Acquisitions has worked with several local title companies in closing real estate transactions. Upon request, we can provide the City with a list of recommended title companies to provide title insurance and help the City through the closing process.

In the unlikely event that negotiations are not successful and all options for mediation are exhausted, Bonneville Acquisitions will follow the eminent domain process as described in the UDOT Right of Way Operations Manual and Utah State Code Section 78B-6-5. This includes all necessary documentation to proceed in court.

**Local Experience**

Jason Allen was born and raised in Weber County, so he understands the unique and varied needs of the residents in this area. He is also familiar with local funding sources, such as WACOG Corridor Preservation Fund, and has developed relationships with key decision makers responsible for distributing and administering these funds. Because he has lived here all his life, he has developed relationships with countless people throughout the County, and it is not unusual for him to find common ground or shared acquaintances with people he meets for the first time. These local connections allow him to build trust quickly and provide credibility in the negotiation process.

**Our Focus**

Bonneville Acquisitions will focus on one simple goal: use honesty, empathy, and experience in civil engineering to explain engineering principles to help property owners understand the purpose of a project to efficiently acquire property and easements.

A list of credentials, certifications, resumés and licenses are included in the Appendix of this document.

The table below shows a summary of the key qualifications of Bonneville Acquisitions and its owner and operator:

Acquisition Agent Experience	✓
UDOT ROW Acquisition Pool	✓
Licensed Civil Engineer	✓
Notary Public	✓
Project Management Experience	✓
Roadway Design Experience	✓
Public Involvement Experience	✓
Local Gov't Project Experience	✓
Right-of-Way Experience	✓
Public Speaking Experience	✓
Licensed Real Estate Sales Agent	✓
ASCE Member	✓
IRWA Member	✓
IRWA Training Requirements	✓
NHI Uniform Act Training	✓



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## Experience

**Project Name:** 20<sup>th</sup> Street Roadway Widening

**Location:** Ogden City, Utah

**Client Contact:** Taylor Nielsen, P.E., Ogden City Engineer, taylornielson@ogdencity.com (801) 940-4329

**Date:** July 2019 – Present

**Project Description:** This project includes the acquisition of 19 residential and commercial parcels for the widening, striping, and additional improvements for 20<sup>th</sup> Street in Ogden City from Washington Boulevard to Monroe Boulevard. This project will include the installation of curb, gutter, sidewalk, shoulders, and a center turn lane along 2550 South. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes and corner clips of properties through warranty deeds and as well as temporary construction and perpetual easements. The values of the easements and property to be purchased are all under \$10,000, so valuations were performed by the acquisition agent.

This project is funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen is the consultant acquisition agent and value estimator.



**Project Name:** 2550 South Roadway Widening

**Location:** West Haven area, Weber County, Utah

**Client Contact:** Gary Myers, P.E., Weber County Engineering, gmyers@co.weber.ut.us (801) 599-7476

**Date:** May 2019 – Present

**Project Description:** This project includes the acquisition of more than 30 residential parcels for the widening, striping, and additional improvements for 2550 South in Weber County adjacent to the West Haven City boundary. This project will include the installation of curb, gutter, sidewalk, shoulders, and a center turn lane along 2550 South. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent is currently obtaining strip takes of properties through warranty deeds and perpetual utility easements. Some of the properties were determined to have proximity damages, due to the road moving closer to the home than the average setbacks in the area. Properties with proximity damages and total takes exceeding \$10,000 were appraised by a licensed appraiser on the UDOT Pool. The remaining valuations were performed by the acquisition agent.

This project is funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen is the consultant acquisition agent and value estimator for this project. John Lang is the appraiser and Ben LeFevre is the appraisal reviewer.



**Project Name:** Jeremy Ranch Road Improvements

**Location:** Summit County, Utah

**Client Contact:** Derrick Radke, P.E., Summit County Engineer, dradke@summitcounty.org (435) 640-0821

**Date:** February 2019 – July 2019

**Project Description:** This project included the acquisition of temporary construction easements for 5 residential and commercial parcels for the widening, striping, and additional improvements for Jeremy Ranch Road in Summit County. This project included the installation of curb, gutter, sidewalk, shoulders, and a roundabout along Jeremy Ranch Road. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain easements for the construction on individual properties. Two properties had values exceeding \$10,000 and were appraised by a licensed appraiser on the UDOT Pool. The remaining three valuations were performed by the acquisition agent.

This project was funded with Federal and County funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project. Ben LeFevre was the appraisal reviewer on this project.



**Project Name:** Larsen Lane Roadway Widening

**Location:** Harrisville, Weber County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Matthew Robertson, P.E.,  
mattr@jonescivil.com (801) 644-6680

**Date:** August 2018 – Present

**Project Description:** This project included the acquisition of 26 residential and commercial parcels for the widening, striping, and additional improvements for Larsen Lane in Harrisville City. This project included the installation of curb, gutter, sidewalk, bike lanes, shoulders, and a center turn lane along Larsen Lane. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes of properties through warranty deeds and perpetual utility easements. Some of the properties were determined to have proximity damages, due to the road moving closer to the home than the average setbacks in the area. Properties with proximity damages and total takes exceeding \$10,000 were appraised by a licensed appraiser on the UDOT Pool. The remaining twelve valuations were performed by the acquisition agent.

This project was funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project. John Lang was the appraiser and Ben LeFevre was the appraisal reviewer.



**Project Name:** 1100 North Roadway Extension

**Location:** Harrisville, Weber County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Matthew Robertson, P.E.,  
mattr@jonescivil.com (801) 644-6680

**Date:** July 2018 – October 2018

**Project Description:** This project included the acquisition of 2 residential parcels to complete a new roadway through undeveloped property in Harrisville City. This project included tying in to two stub roads to complete a roadway cross section that included curb, gutter, sidewalk, and asphalt roadway. To complete the construction of the roadway, the acquisition agent obtained strip takes of properties through warranty deeds and perpetual utility easements. Both properties had total takes exceeding \$10,000 and were appraised by a licensed appraiser on the UDOT Pool.

This project was funded with WACOG Corridor Preservation funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** was the consultant acquisition agent for this project. **John Lang** was the appraiser and **Ben LeFevre** was the appraisal reviewer.



**Project Name:** 12<sup>th</sup> Street Reconstruction, 4700 West to 8000 West

**Location:** Weber County, Utah

**Client Contact:** Weber County, Gary Myers, P.E., gmyers@co.weber.ut.us (801) 599-7476

**Date:** September 2018 – Present

**Project Description:** This project included the acquisition of 4 residential parcels, for the widening of 12<sup>th</sup> Street in West Weber County. All four of these parcels had been in negotiations with three previous acquisition agents. After four years, negotiations had stalled, and Weber County hired Bonneville Acquisitions LLC to try one last time to acquire the properties without going through the eminent domain process. All four of the property owners had major concerns with the project and had bad experiences during the acquisition process. Jason Allen was able to work with the property owners and the County to mediate between the parties. To date, three of the four properties have been closed, with the remaining parcel close to a resolution.

This project was funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** was the consultant acquisition agent for this project. **John Lang** was the appraiser for this project.



**Project Name:** South Bench Drive Roadway Improvements

**Location:** South Weber, Davis County, Utah

**Client Contact:** Jones and Associates (Consultant City Engineer) Brandon Jones, P.E.,  
brandonj@jonescivil.com (801) 391-9621

**Date:** February 2019 – May 2019

**Project Description:** This project included the acquisition of 4 residential and commercial parcels to complete a new roadway through undeveloped property in South Weber City. This project included tying in to two stub roads to complete a roadway cross section that included curb, gutter, sidewalk, park strip, bike lanes, shoulders, center turn lane, and two travel lanes. To complete the construction of the roadway, the acquisition agent obtained strip takes of properties through warranty deeds and perpetual utility easements. Property values were determined by a licensed appraiser on the UDOT Pool.

This project was funded by City funds.

**Team Member Roles:** Jason Allen was the consultant acquisition agent for this project.



**Project Name:** 36<sup>th</sup> and Quincy Intersection Improvements

**Location:** Ogden, Utah

**Client Contact:** Ogden City, Daniel Gillies, P.E., DanielGillies@ogdencity.com (801) 336-7611

**Date:** January – April 2018

**Project Description:** This project included the acquisition of 7 parcels for the widening, striping, and additional improvements for the 36<sup>th</sup> Street and Quincy Avenue intersection in Ogden City. This project included removal of park strips and the installation of curb, gutter, and sidewalk along 36<sup>th</sup> Street and Quincy Avenue, and the relocation of a large pressure reducing valve. To widen and improve the roadway and tie into existing driveways and concrete walkways on various properties, the acquisition agent was required obtain strip takes of properties through warranty deeds, along with slope easements and temporary construction easements. All valuations were performed by the acquisition agent.

This project was funded with City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** Jason Allen was the consultant acquisition agent and value estimator for this project.



**Project Name:** Skyline Drive Roadway 30% Design, Survey and Right-of-Way Acquisition

**Location:** Pleasant View, Utah

**Client Contact:** WCEC (Consultant PM), Gary Horton, ghorton@wcecengineers.com, (801) 879-8134

**Date:** November 2017 – Present

**Project Description:** This project includes the acquisition of 23 parcels for the future construction of a new road on a new alignment connecting US-89 to 4300 North. This project is funded through WACOG and is using the UDOT right-of-way acquisition process and ePM. The roadway alignment was determined by an Environmental Assessment that was completed in 2016. Because of the steep grades in the area, there are many impacts to local landowners, especially those with large parcels, and the exact roadway grade and alignment have lasting impacts on the ability for many of these landowners to be able to develop their property in the future.

This project is funded with Weber Area Council of Governments (WACOG) Corridor Preservation funds and is using the UDOT ePM system for acquisitions. All acquisitions are being performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** is the consultant acquisition agent for this project. **John Lang** is the appraiser and **Michele Jakob** is the appraisal reviewer.



**Project Name:** Harrison Boulevard Widening and Reconstruction, 7<sup>th</sup> Street to 425 North

**Client Contact:** Ogden City, Taylor Nielsen, P.E., taylornielson@ogdencity.com, (801) 940-4329

**Date:** August 2014 – February 2016

**Project Description:** This project included the surveying and acquisition of 135 residential and commercial parcels, including three full parcel acquisitions, for the widening of Harrison Boulevard and the realignment of the Harrison Boulevard and 2<sup>nd</sup> Street intersection. The right-of-way was increased from 66 feet to 80 feet to expand the roadway from a two-lane road to a three-lane road with bike lanes, shoulders, curb, gutter, and sidewalk on both sides of the street. This project also added much needed storm drain improvements, upgraded natural gas lines, and consolidated electrical power lines to one side of the street on the south half of the project and placed electrical utilities underground for the north half of the project. Approximately 35 properties were impacted by proximity damages and were appraised by a certified appraiser.

This project was funded with Federal, Weber Area Council of Governments (WACOG) Corridor Preservation, and City funds and used the UDOT ePM system for acquisitions. All acquisitions were performed by following the Uniform Act, the UDOT Right-of-Way Operations Manual, and the Utah State Code Section 10-8-2.

**Team Member Roles:** **Jason Allen** was the consultant project manager for the design of this project and was heavily involved in the design, public involvement, and right-of-way work. **John Lang** was the appraiser and **Michele Jakob** was the appraisal reviewer.



# Bonneville Acquisitions



The table below highlights the key tasks performed by Jason Allen on each of the ten projects discussed above.

Project Name	✓	Parcel Acquisition	No. of Parcels	Property Valuation	COG Funding	Project Management	Design	R/W Document QC	R/W Map Preparation	R/W Coordination
Ogden 20th Street	✓	19	✓	✓				✓		
Weber County 2550 South	✓	30	✓	✓				✓		
Summit County Jeremy Ranch Rd.	✓	5	✓							
Harrisville Larsen Lane	✓	26	✓	✓				✓		
Harrisville 1100 North	✓	2	✓	✓				✓		
Weber County 12th Street	✓	4		✓				✓		
South Weber South Bench Drive	✓	4	✓					✓	✓	
36th and Quincy Intersection	✓	7	✓	✓				✓		
Pleasant View Skyline Drive	✓	23	✓	✓	✓	✓	✓	✓	✓	✓
Harrison Boulevard Improvements		135		✓	✓	✓	✓	✓	✓	✓



## Key Personnel and Project Team

### Jason M. Allen, P.E.



Bonneville Acquisitions LLC is owned and operated by Jason M. Allen, a professional engineer and real estate sales agent licensed in the State of Utah. Jason has 18 years of experience in the civil engineering industry, predominantly focusing on roadway improvement projects for the Utah Department of Transportation and local governments. Jason Allen will handle all the document preparation, negotiations, and acquisitions.

Jason Allen and Bonneville Acquisitions are currently on the UDOT Right of Way Acquisition Agent Pool, as well as the Weber County and Ogden City Right of Way Acquisition Pools. During his time as an acquisition agent and a right of way lead, he has gained a general understanding and aptitude for real estate transactions, including negotiation, contracts (both UDOT and municipal), appraisals, and title insurance. Jason is a skilled and empathetic negotiator.

Over the past 5 years, Jason has worked with numerous appraisers, appraisal reviewers, and surveyors and has built relationships with them that have helped him to meet critical project deadlines for his clients. Jason has a strong understanding of the UDOT right of way process and property acquisition under the Uniform Act. While working on various projects, Jason developed a system to help property owners better understand the potential impacts to their property by providing detailed parcel specific maps with aerial photography for every property owner on a project. Coupled with increased public involvement, these maps have been an innovative alternative to the overall project right-of-way maps that are used on other projects.

During his career as a civil engineer, Jason worked as designer and project manager on countless roadway and utility design projects. As such, he has a comprehensive knowledge of roadway and utility plan sets, including maps, details, deeds, and design sheets. Jason is also very personable, and throughout his career has developed his public speaking skills on technical subjects. On past projects as project manager, Jason noticed that stakeholders often have many questions and concerns with the impacts of projects. However, when the engineering principles behind the project are easily and effectively explained to property owners, those concerns seem to be more easily resolved. As a licensed engineer and licensed real estate agent, Jason can easily answer technical questions related to the project design and acquisition process, which helps to build trust during initial meetings and subsequent negotiations.

Jason's professional resume has been included in the Appendix of this Proposal.

### Appraisal Services

On each project, Bonneville Acquisitions will use comparable sales data to estimate the values of any takings or easements. If it is anticipated that the total value will be over \$10,000, we will notify the City and begin obtaining appraisals and reviews. Bonneville Acquisitions has worked with three local appraisers and associated appraisal companies for appraisals and reviews for the past 6 years. Through our experiences working together, we are familiar with one another's methods and processes, which can expedite the turnaround of appraisals and reviews.

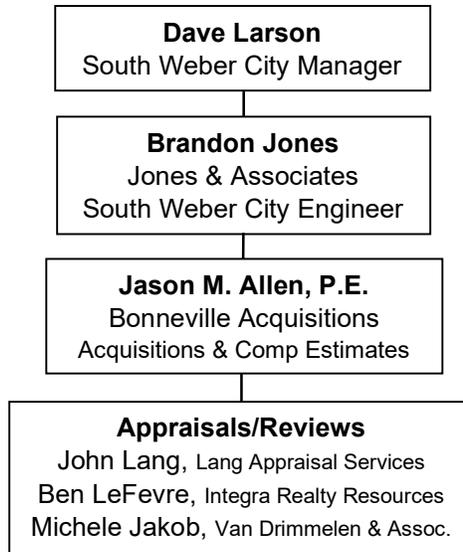
Depending on availability and areas of expertise, Bonneville Acquisitions will contract with one of the following certified appraisers for appraisals and/or appraisal reviews:

- John Lang – Lang Appraisal Services; Layton, UT
- Ben LeFevre – Integra Realty Resources; Salt Lake City, UT
- Michele Jakob – Van Drimmelen and Associates; Salt Lake City, UT



**Organizational Chart**

The organizational chart for projects in South Weber City shall be as follows:



\* 100% of the work will be performed in Bonneville Acquisitions local Ogden, Utah office.



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## **Fee Proposal**

All costs below are lump sum, per parcel costs.

Acquisition Services\*: \$1,200

Document Preparation: \$200

Administrative Compensation Estimate (for values under \$10,000): \$600

Third Party Services (Appraisals, Reviews, etc.): Cost + 10%

Hourly Rate for Services Outside Project Scope: \$125

Appraisal Services: price varies based on complexity, damages, residential, or commercial. Typical range is \$2,500 - \$3,500 per appraisal.

Appraisal Review Services: price varies based on complexity, damages, residential, or commercial. Typical range is \$750 - \$850 per appraisal review.

\*Acquisition services will be billed in whole upon delivery of a completed acquisition file or condemnation package.



## References

For ease of review, the references for the projects listed in the “Experience” section of this proposal have been included with the with the project description on pages 4-8.

The following is a list of additional references that have worked with Jason Allen on various projects. Each of these people can attest to Jason’s technical expertise as an engineer and his understanding of the right-of-way process.

Additional references have been included on Jason’s personal resume included in the Appendix.

Caroline King, SR/WA  
UDOT Right-of Way Lead  
4501 South 2700 West  
West Valley, UT 84119  
[carolineking@utah.gov](mailto:carolineking@utah.gov)  
(801) 231-2725

Taylor Nielsen, P.E.  
Ogden City Engineering  
2549 Washington Blvd.  
Suite 760  
Ogden, UT 84401  
[TaylorNielsen@ogdencity.com](mailto:TaylorNielsen@ogdencity.com)  
(801) 940-4329

Gary Myers, P.E.  
Weber County Engineer  
2380 Washington Boulevard, St. 240  
Ogden, UT 84401  
[gmyers@WeberCountyUtah.gov](mailto:gmyers@WeberCountyUtah.gov)  
(801) 399-8771

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*“Jason was the right choice for the right-of-way manager on the Harrison Boulevard Project because his background in engineering combined with his excellent people skills allowed residents and businesses to feel comfortable with the process and truly understand the impacts the acquisitions would have on their property.*

*“Jason has a talent to build a relationship of trust with a variety of people, from a variety of backgrounds and a variety of ages. That trust allows him to help property owners feel comfortable with the right-of-way acquisition. His engineering background helps him explain the purpose and need for the acquisition that is being required and bring resolution to any questions raised by property owners.”*

- Gary Horton, Principal  
WCEC Engineers

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The following are property owners that Bonneville Acquisitions has worked with that can attest to Jason Allen’s abilities as an acquisition agent.

Jeff Atkinson  
Project: 2550 South, Weber County  
(801) 510-5217

Joseph Diaz  
Project: 20<sup>th</sup> Street, Ogden City  
(805) 512-2999

David and Mary Ann Hickson  
Project: Larsen Lane, Harrisville  
(801) 644-5966

Russ Wahlen  
Project: 1100 North, Harrisville  
(801) 388-3661

Linda Larkin  
Project: 12<sup>th</sup> Street, Weber County  
(801) 710-9603

David Bell  
Project: Jeremy Ranch Road, Summit County  
(435) 571-0360



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## **Appendix**

***Training and Certifications***

***Real Estate License***

***Jason Allen Resume***



## **Training and Certifications**

The following table shows the IRWA and NHI classes that Jason Allen has taken, the pass/fail result, and the completion date.

<b>Course No.</b>	<b>Course Title</b>	<b>Credits</b>	<b>Status</b>	<b>Completion Date</b>
IRWA C100	Principles of Land Acquisition	32	Passed	2/13/2017
IRWA C103	Ethics and the Right-of-Way Profession	8	Passed	2/15/2017
IRWA C104	Standards of Practice for the Right of Way Professional	8	Passed	2/17/2017
IRWA C105	Uniform Act Executive Summary	8	Passed	2/18/2017
IRWA C200	Principles of Real Estate Negotiation	16	Passed	2/20/2017
NHI 141045	Real Estate Acquisition Under the Uniform Act	6	Passed	3/2/2017
NHI 141047	Local Public Agency Real Estate Acquisition	6	Passed	3/3/2017



## Real Estate License

Below is a copy of Jason Allen's Utah Sales Agent License from the Utah Division of Real Estate.

<b>STATE OF UTAH</b> <b>DEPARTMENT OF COMMERCE</b> <b>DIVISION OF REAL ESTATE</b>	
ACTIVE LICENSE	
DATE ISSUED:	03/04/2019
EXPIRATION DATE:	03/31/2021
LICENSE NUMBER:	5337383-SA00
LICENSE TYPE:	Sales Agent
ISSUED TO:	JASON MARK ALLEN 139 EAST 5200 SOUTH WASHINGTON TERRACE UT 84405
	
 SIGNATURE OF HOLDER	 R E A L T



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#### **INTRODUCTION:**

Jason M. Allen is a licensed professional engineer and real estate sales agent currently residing in Ogden, Utah. Jason has over 18 years of experience in Civil Engineering, specializing in project management and roadway, drainage, and utility design for Utah DOT and municipal roadway projects. Jason was also the County Engineer for Morgan County, Utah, where he oversaw the design and construction of various local government roadway and drainage projects. Jason is a proud graduate of the University of Utah, with Bachelor and Master's Degrees in Water Resource Engineering.

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#### **EDUCATION / LICENSES:**

- Bachelor's Degree in Civil Engineering, Water Resources Emphasis, University of Utah, 2004
- Master's Degree in Civil Engineering, Project Management Emphasis, University of Utah, 2006
- Licensed Professional Engineer in Utah, Arizona, Colorado, Idaho, Nevada, and Wyoming
- Licensed Real Estate Sales Agent in Utah

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#### **MAJOR ROLES:**

- |                            |                   |                        |
|----------------------------|-------------------|------------------------|
| • Project Manager          | • Client Manager  | • Public Involvement   |
| • Water Resources Engineer | • Design Engineer | • Construction Manager |
| • Surveying                | • Quality Control | • ROW Coordination     |

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#### **AREAS OF EXPERTISE:**

- Managing people and workload to ensure that projects are completed on time and under budget
- Business development and building client relationships
- Public speaking
- Roadway and right-of-way survey and design
- Water resources projects including hydrologic or hydraulic modeling and design, storm drain detention pond design, water line design or rehabilitation, water modeling, sewer line design or rehabilitation, sewer modeling, etc.
- Commercial site planning and optimization
- Residential development and planning
- Design review and quality control checks

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#### **CAPABILITIES AND SKILLS:**

- Understanding of engineering principles – My broad range of experience gives me the ability to grasp and understand the engineering principles behind the design of roadway, drainage, and utility projects.
- Ability to easily explain technical concepts to the layman – In my career I have made many presentations to groups of people, large and small, with little or no technical background. These opportunities have helped me develop the ability to communicate clearly and effectively to people of all levels of technical understanding.
- Enthusiasm for public speaking – Unlike most engineers, I thoroughly enjoy presenting information to people, whether on a one-on-one basis, or to a large group. I have spent years developing my ability to explain concepts and think quickly on my feet.
- Experience with all levels of public involvement and interaction – I have significant experience interfacing with the public including stakeholders, clients, utilities, regulatory agencies, developers, engineering staff, and government staff at all levels. Unlike many engineers, I am comfortable in this role and enjoy the opportunity to interact with those affected by my projects.
- Project management and internal controls – I have the ability to motivate others to be successful by setting an example of hard work and providing clear direction to team members. I have helped to



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successfully complete many projects by using proper planning and tracking techniques. Over the past 6 years, every project that I have managed has been completed on time, under budget, and to the satisfaction of my clients.

- Highly proactive and thorough communicator – I recognize the importance for success. I am comfortable with email, face-to-face verbal, telephone, and written communication, often tailored to suit the comfort level of the people involved.
- Broad experience working with government agencies at local, state, and federal level – I have worked with innumerable local city and county governments along the Wasatch Front. I have experience working with state agencies such as departments of transportation and environmental quality agencies in the state of Utah. I have also worked with several federal agencies including FEMA, EPA, the Army Corps of Engineers, and Hill AFB personnel.
- Strong writing skills – I am a highly skilled writer and have worked hard to develop the ability to communicate clearly and effectively in writing. I can adjust the writing style and technical content to best suit the intended reader. I work very hard to insure my writing is technically accurate, grammatically correct, and effective at conveying the intended information.
- Motivated self-starter – I embrace new, challenging tasks as learning opportunities. I am able to learn new skills quickly and with minimal guidance, on personal time if needed. I have learned to operate many new software programs, including MicroStation Power InRoads and SiteOPS, on my own time. I recognize the value in acquiring new skills as often as possible. I also regularly attend training sessions and webinars by organizations such as ASCE, APWA, and UCEA.
- Ability to perform all aspects of civil engineering projects – My wide range of experience gives me the confidence and capability to complete all aspects of a wide range of civil engineering projects.
- Ability to work independently or as part of any size team – I am experienced in working with diverse types of project teams of all sizes and specialties. I have been part of and managed teams from small to large, sometimes including architects and engineers from other firms, client staff, agency staff, environmental specialists, and a wide range of other members.

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#### **CAREER HISTORY:**

- Bonneville Acquisitions LLC, Managing Member, Ogden Utah: 2017 to Present
  - Mountain States Concrete Pipe Association, Ogden Utah: 2016 to Present
  - Project Engineering Consultants, Ogden Utah: 2014 to 2016
  - Horrocks Engineers, Ogden Utah: 2010 to 2014
  - Morgan High School (Math Teacher), Morgan, Utah: 2009 to 2010
  - Morgan County Engineer/Public Works Director, Morgan Utah: 2007 to 2009
  - Hill & Argyle, Inc., Bountiful Utah: 2006 to 2007
  - Gardner Engineering, Ogden Utah: 1999 to 2006
- \*Additional career history details available upon request

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#### **PROFESSIONAL ORGANIZATION MEMBERSHIPS:**

- American Society of Civil Engineers
- International Right of Way Association – Utah Chapter
- American Public Works Association – Utah Chapter
- Utah City Engineers Association – Associate Member
- Utah Floodplain and Stormwater Management Association



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**PROJECT EXPERIENCE:**

The following is a list of key projects that I have taken part in over the last few years:

- 2550 South Roadway Widening, Weber County, 2019-Present – Acquisition Agent
- 20<sup>th</sup> Street Roadway Widening, Ogden City, 2019-Present – Acquisition Agent
- Jeremy Ranch Road Improvements, Summit County, 2019 – Acquisition Agent
- Larsen Lane Roadway Widening, Harrisville City, 2018-Present – Acquisition Agent
- 12<sup>th</sup> Street Roadway Widening, Weber County, 2018-Present – Acquisition Agent
- South Bench Drive Roadway Improvements, South Weber, 2019 – Acquisition Agent
- 1100 North Roadway Extension, Harrisville City, 2018 – Acquisition Agent
- Ogden City 36<sup>th</sup> and Quincy Intersection Improvements, 2018 – Acquisition Agent
- Pleasant View Skyline Drive, 2017-Present – Acquisition Agent
- Ogden City Harrison Boulevard Reconstruction (7<sup>th</sup> Street to 425 North), 2014-2016 – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$1,600,000
- Pleasant View City Skyline Drive Environmental Assessment, 2014-Present – Project Manager, Roadway Design Lead; Design Budget: \$650,000
- Tooele County Midvalley Highway Right-of-Way and Design, 2015-Present – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$450,000
- UDOT SR-127 & 3000 West Intersection Improvements and Signalization, 2015-2016 – Project Manager; Design Budget: \$50,000
- UDOT US-89 and SR-203 Intersection Design, 2014-2015, Project Manager, Design Lead; Design Budget: \$750,000
- Weber County 3500 West Reconstruction Extension (3100 South to 12<sup>th</sup> Street), 2014 – Project Manager, Right-of-Way Coordination Lead; Design Budget: \$1,000,000
- UDOT SR-108 Roadway Widening, 2013-2014 – Drainage Design Lead
- Weber County 3500 West Reconstruction, 2013-2014 – Project Manager, Drainage/Utility Design Lead, Client Manager; Design Budget: \$200,000

\*Additional project experience details available upon request

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**REFERENCES:**

In order to provide a good cross-section of my relationship abilities, please feel free to contact the following client, peer, and personal references.

**Client:**

Taylor Nielsen, P.E.  
Ogden City Engineering  
2549 Washington Blvd.  
Suite 760  
Ogden, UT 84401  
(801) 629-8982

**Peer:**

Gary Horton, S.E.  
WCEC Engineers  
9980 S. 300 W.  
Sandy, UT 84070  
(801) 879-8134

**Personal:**

Larry Leatham  
205 East 5200 South  
Ogden, UT 84405  
(801) 479-3716

Gary Myers, P.E.  
Weber County Engineering  
2380 Washington Blvd.  
Suite 240  
Ogden, UT 84401  
(801) 399-8771

Brooke Stewart  
Weber EDP / WACOG  
2380 Washington Blvd.  
Suite #360  
Ogden, UT 84401  
(801) 399-8413

Robert Coleman  
5084 South 150 East  
Ogden, UT 84405  
(801) 479-5736

\*Additional references can be provided upon request

**EXHIBIT 2**

**PROFESSIONAL SERVICES**

**AGREEMENT ON-CALL PROPERTY**

**ACQUISITION SERVICES WITH**

**HORROCKS ENGINEERS**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. **Termination for Default.** City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. **Termination by Contractor for Default.** Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. **Event of Default.** As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. **Force Majeure.** Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. **No Limitation of Rights.** The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. **Termination for Convenience.** City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	Horrocks Engineers
David Larson, City Manager	Cory Pope, Principal-In-Charge
1600 E. South Weber Drive	4919 S 1500 W #300
South Weber, UT 84405	Riverdale UT 84405
801-479-3177	801-910-0880
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:coryp@horrocks.com">coryp@horrocks.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

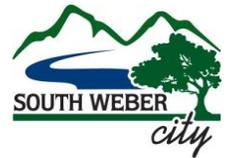
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Horrocks Engineers**

\_\_\_\_\_  
Cory Pope, Principal-In-Charge

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

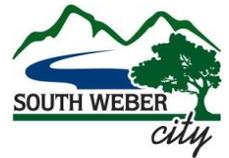
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

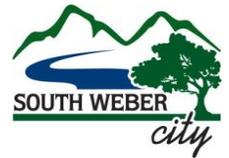
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

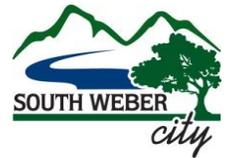
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### III. INSTRUCTIONS TO APPLICANTS

#### A. Timetable

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### B. Procedure

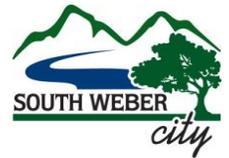
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

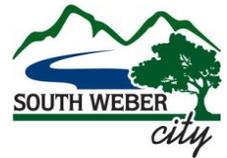
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

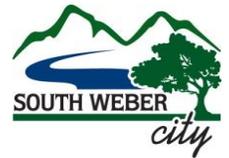


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.

1. Transmittal Letter (5%): Complete information as requested.
2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
5. Fee Proposal (20%): Value of Respondent's services.
6. Optional oral presentation (15%).

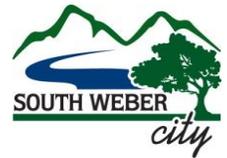
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**



May 18, 2020

Attn: Lisa Smith, City Recorder  
South Weber City  
1600 E. South Weber Dr.  
South Weber City, UT 84405

**SUBJECT: Proposal for On-Call Property Acquisition Services**

Dear Ms. Smith and Selection Team:

Horrocks Engineers appreciates the opportunity to submit our proposal for South Weber City's On-Call Property Acquisition Services. We are a full-service civil engineering firm with over 50 years of experience serving municipalities in the State of Utah.

Our ROW Acquisition team has provided high-quality deliverables on transportation and municipal infrastructure projects for over 25 years. Most recently we have worked closely with the Utah Department of Transportation (UDOT) to deliver all ROW acquisition services for the US-89 Reconstruction project in Davis County.

As part of this submittal Horrocks Engineers certifies to the following:

- Horrocks Engineers fully intends to participate in the City's contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
- Horrocks Engineers does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- Cory Pope, PE will serve as Principal-In-Charge and Single Point of Contact for all contractual and administrative matters on this project and is authorized to sign this submittal on behalf of Horrocks Engineers.

We are committed to every project that we undertake, and will provide a single point of contact for this property acquisition contract and ensure the City has direct access to Horrocks management, if needed. Should questions arise during review of this submittal, please feel free to contact me at any time.

We thank you again for this opportunity.

Sincerely,

Cory Pope, PE  
Principal, Horrocks Engineers  
P: 801.910.0880 | E: coryp@horrocks.com

# ON-CALL PROPERTY ACQUISITION SERVICES

## FIRM OVERVIEW

**Name:** Horrocks Engineers, Inc.

**Address:** 4919 South 1500 W, Suite 300, Riverdale, Utah. Although the work for this contract will be performed from our Riverdale location, we can also draw on Right-of-Way (ROW) experts from 16 other offices when necessary.

**Primary Contact: (Contract Administration):** Cory Pope, PE | Mobile: 801.910.0880 | Email: coryp@horrocks.com | **(ROW Acquisition):** Wendy Hansen, SR/WA, RAC. Broker | Mobile: 801.631.6121 | Email: wendyh@horrocks.com

**Riverdale Business License:** # 2041; Issued 1/1/2020 (official copy included in appendix section)

We also maintain business licenses and licensed engineers in Utah and every other state in the western United States.

**52 YEARS**  
Age of Horrocks

**9 %**  
Turnover Rate

**479 EMPLOYEES**  
Average Number of Employees over the Past Five Years

**610 EMPLOYEES**  
Company-Wide

**41 EMPLOYEES**  
In Ogden Area Office

*Incorporated in Utah in 1972 and in operation since 1968, Horrocks has a long history and reputation as an innovative civil engineering firm.*

Horrocks has provided local and state agencies with general civil engineering services for more than **50 years**. Over the last five years, Horrocks has served more than 200 governmental agencies with infrastructure projects, while coordinating closely with their Engineer of Record.

With over 600 employees company-wide and nearly 400 in our headquarters office, we have the ability to assign adequate staff and specialty expertise to perform on any size of ROW or engineering projects, while ensuring Horrocks

leaders remain familiar with each client's needs.

These attributes enable us to be responsive and diligent to the needs of each project, regardless of size and complexity.

Horrocks has worked with many municipalities as they have grown and assisted them with visioning, planning, ROW acquisition and relocation and engineering that is now paying dividends in the form of sound infrastructure systems and thriving communities. *In the Appendix, we have included our business and ROW-related licenses as requested in the RFP.*



Horrocks' Riverdale Office

# ON-CALL PROPERTY ACQUISITION SERVICES

## FIRM QUALIFICATIONS

We appreciate this opportunity to demonstrate our ability to provide on-call property acquisition services to South Weber City. Horrocks is interested in providing ongoing property/ROW services, including:

- Acquisition for fee simple ownerships, permanent easements and temporary construction easements
- Administrative Compensation Estimates, (ACE's)
- Appraisal review and coordination
- Preparation of final acquisition packages meeting all state and federal regulations.

The following sections provide additional detail of our knowledge and ability to provide Property Acquisition Services.

### Knowledge of Real Estate Transactions:

Horrocks is a local firm of more than 400 employees, including a complete staff of ROW acquisition, relocation, and appraisal experts; civil engineers; surveyors, CADD operators, and clerical personnel. With our diverse staff, we are able and prepared to commit the necessary resources to provide top-quality service on all City projects requiring ROW services. Our agents and project coordinators fully understand the following:

- ROW acquisition/relocation services and oversight
- Valuation services and appraisal management oversight
- Project coordination and turn-key delivery of ROW acquisition
- ROW project planning and project management oversight
- Condemnation and litigation support

Our team has in-depth and practical knowledge of applicable state and federal laws and of implementing regulations affecting property acquisitions as noted in the RFP, specifically:

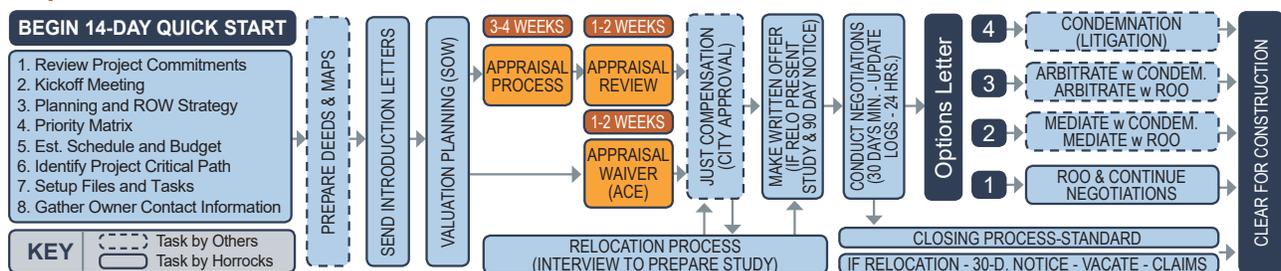
### Utah Code Sections:

- 10-8-2 - Appropriations -- Acquisition and disposal of property -- Municipal authority -- Corporate purpose -- Procedure -- Notice of intent to acquire real property.
- 78B-6-5 Eminent Domain:
  - Section 505 Negotiation and disclosure required before filing an eminent domain action. (Effective 5/12/2020)
- Federal Uniform Relocation Act
- Code of Federal Regulations (sections 49 CFR Part 24 and 23 CFR Part 10)
- Utah State Code Section 57-12, Utah Relocation Assistance Act

Because our firm has diverse experience, we offer a depth of understanding, strong leadership and communication capabilities, and the applicable lessons learned needed to keep even the most challenging projects on schedule. We are also able to easily communicate with multi-discipline teams in response to the needs of the City.

**Negotiations:** Our ROW team will work closely with the City to ensure the acquisition process goes smoothly and is delivered on time. We are experienced in negotiation with more than 20 years of experience working with stakeholders, owners, and the public. As a team we understand that the best way to reach a win-win situation for both the City and the property owners is to build trust and have excellent communication with everyone involved in the transaction.

## Acquisition/Relocation Work Flow



# ON-CALL PROPERTY ACQUISITION SERVICES

Prior to beginning any negotiation it is very important to ensure all offer and acquisition documents have been thoroughly reviewed by the agent and approved by the City. Because negotiations can be a very emotional process for property owners, it is critical to match our individual agent personalities with those of the property owner, and at times provide a different agent depending on the personality of the owner.

*Our ultimate goal when negotiating with property owners is to ensure they have been treated with respect and professionalism, resulting with the owners feeling they have been treated fairly.*

**Purchase Contracts:** It is critically important to clearly describe to property owners the terms of the purchase contracts and make sure a signature is obtained. We have thorough knowledge and experience with UDOT’s purchase contract documents and all other documents that are required to be submitted and signed by the property owners. We have completed thousands of purchase contracts for various agencies across the state during the last 20 years. We understand the following:

- Items that need to be included in the purchase contracts; compensation amount, Cost to Cure items, special conditions approved by the City
- The difference between eminent domain or voluntary acquisitions
- Full and partial acquisitions, easements, etc. and the different situations that require unique approaches

Horrocks has implemented a QA/QC process to ensure that all of the documents presented have gone through a stringent quality check. We have prepared a thorough checklist that will help to ensure the process.

**Admin. Comp. Estimates & Appraisals:** Wayne Larsen has over 35 years of valuation knowledge and appraisal experience of which 26 years were focused in eminent domain appraisal. His expertise also includes a Uniform Act certification. All of our agents are qualified and capable of providing ACE’s. We also partner with local, independent, certified appraisers to provide property valuations, allowing Horrocks’ in-house appraisal experts to provide independent appraisal review services as required by federal

regulations, if needed. We are also available to provide preliminary ROW valuations to assist with project planning.

**Title Insurance:** Upon completion of a successful negotiation, a complete acquisition file will be prepared and submitted to Wendy Hansen for QA/QC review. The complete file will be delivered to South Weber City for final approval and processing. We will also prepare Payment Request documentation (inclusive of closing costs) and submit to the City for approval. If an in-house closing is an available option, payment will be received from the City and delivered to the property owner. If a formal closing is required, we can order title work from and assist in scheduling and attend closing with owner. We are familiar with the following as part of the closing process:

- Coordinating appraisal review and QC
- Reviewing vesting documents
- Receiving preliminary title reports

**Licenses and Certifications:** Horrocks meets and exceeds the licensing and certification requirements for each of the ROW disciplines we are submitting our qualifications to provide. A detailed listing of our applicable qualifications are found in the following pages, and briefly described in the table below.

Horrocks’ Team Licenses/Certifications	
License/Certification Name	Held by Horrocks
UT Real Estate Broker	1
IRWA SR/WA	2
Certification General Appraiser	1
UT Residential Licensed Appraiser	1
UT Real Estate Sales Agent	5
R/W-AC (Appraisal Cert)	1
R/W-URAC (Uniform Act Cert.)	1
R/W-NAC (Negotiation Cert.)	1
CPM	1
R/W-RAC (Relocation Cert)	1
Notary Public	6
UT Instructor License for Real Estate	1
UT Instructor License for Appraisal	1

Wendy Hansen is the Broker for WLC Consulting, a wholly-owned subsidiary of Horrocks Engineers, and has been conducting business on ROW projects for over 20 years specializing in acquiring properties for public entities both on a voluntary basis and under eminent domain.

# ON-CALL PROPERTY ACQUISITION SERVICES

## Knowledge of ROW Plans, Maps, & Instruments

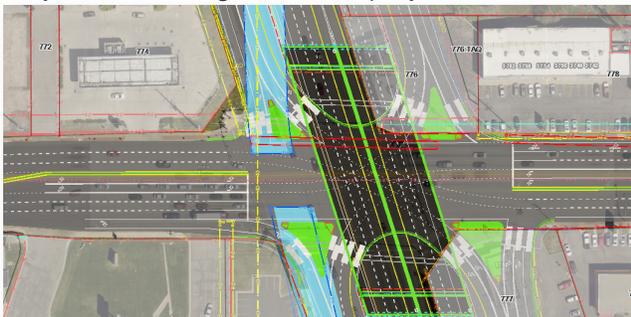
As part of a full-service engineering company, our ROW agents work closely with licensed land surveyors and engineers in the development of ROW plan sets, exhibits and ROW instruments, giving them first hand knowledge and experience in reading and understanding these project documents. The ability to review and explain project plan sets with property owners becomes a valuable skill during negotiations. We also understand that it may be important to involve project designers or engineers when discussing project features, and we appreciate the opportunity to include those personnel when possible.

## Support Personnel & Necessary Equipment:

As described in the Experience and Project Team sections of this proposal, our main support personnel for this On-Call contract come from within the ROW Acquisition group. However, this team commonly works closely with many other disciplines to provide additional support or resources for large or complicated projects. The following are brief descriptions of the service discipline groups our ROW team often works with on projects:

**Survey & ROW Design:** We recognize that technical services, such as survey and ROW design will be provided by the City. Horrocks has in-house ROW engineering and survey teams. We will utilize our extensive experience working with these groups to ensure great communication happens when the hand-off of surveys or legal descriptions from the City takes place.

**GIS Property Tracking & Identification:** Horrocks' in-house GIS team has developed a GIS platform that displays project maps to spatially track property owner information, document communication with the property owner, and display real-time parcel acquisition status and costs. While this tool is not necessary with smaller projects, it has become very useful on larger corridor projects.



For all ROW parcels impacted by any project, we closely track the assignments and due dates for all activities (appraisals, reviews, relocation, 4-options letter, etc.) using our GIS-based parcel tracking tool, where the team can see the status of each parcel and track assigned tasks and important decisions. This is important to keep project schedules moving and the project team on track. This tool also enables the project team to identify high-risk stakeholders early in the process, allowing for adequate acquisition time and manage schedule and cost more efficiently.

## Public Involvement/Stakeholder Coordination:

Our growing Public Involvement (PI) department is committed to matching the needs of each client and project with the appropriate team and resources. Most importantly, we focus on individual client support for each job. We specialize in providing communication services for planning and feasibility studies, NEPA/environmental processes, design, and construction. Our firm offers a team comprising communication professionals, graphic designers, and programmers/GIS experts. Our PI professionals have extensive communication experience and are dedicated to developing and implementing strategic, comprehensive outreach campaigns. We have in-house technical support; computer programming, GIS development, graphic design, and production all housed under one roof. We strive to build and develop relationships to increase trust in the project through a variety of interactive tools including hotlines, email blasts, canvassing, and public comment meetings.

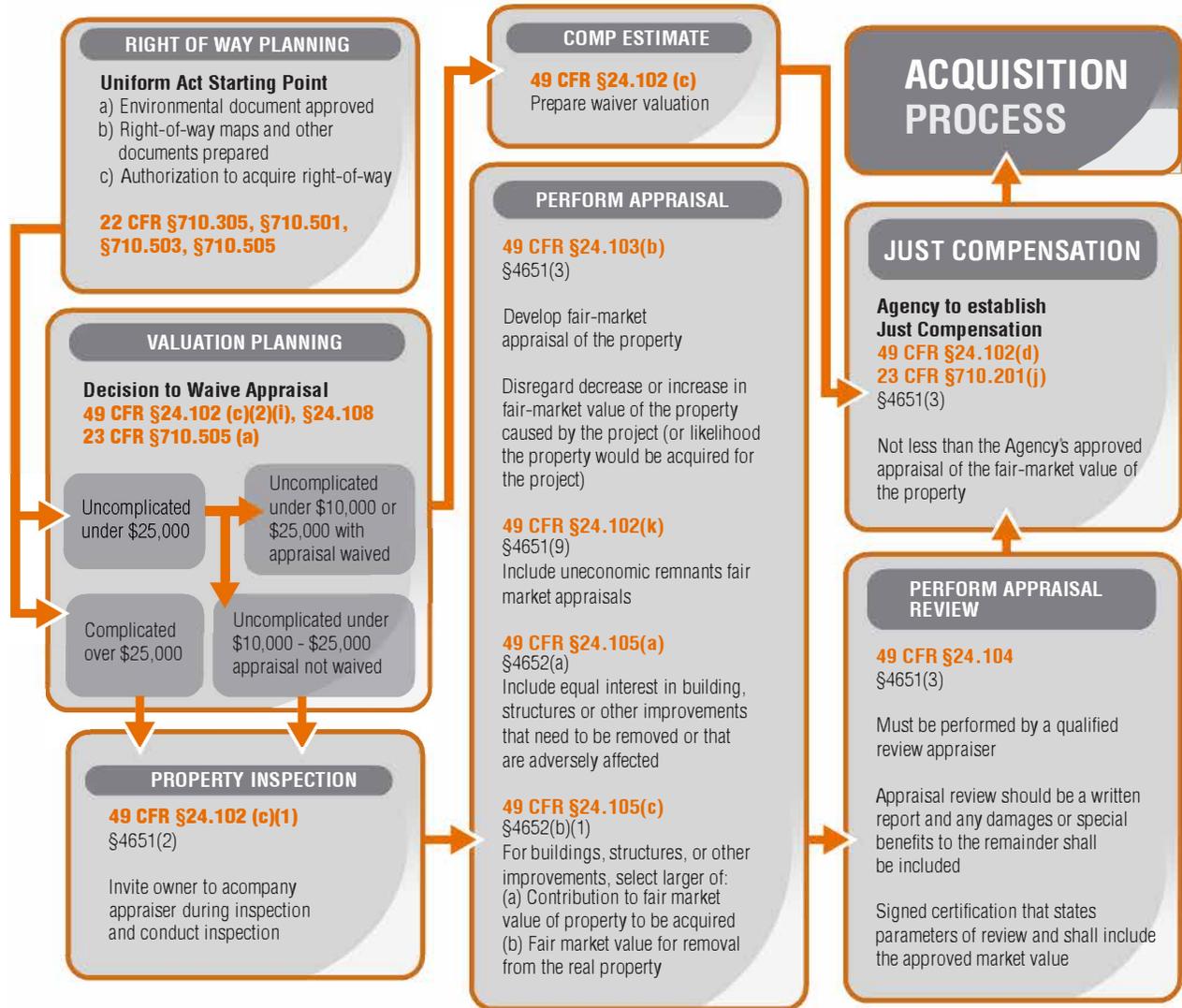
Communication between owners, stakeholders, and the public is critical to project success. On larger projects, we frequently work closely with our Public Involvement team to ensure consistent communication throughout the neighborhoods. This coordination ultimately results in minimizing controversy on a project. As the liaison between clients and the community, the Public Involvement Team provides a single point of contact for developing clear and consistent messaging; communicating with a variety of tools such as newsletters, open houses, canvassing, social media, and hotlines; responding to public inquiries; and coordinating with stakeholders to resolve concerns.

# ON-CALL PROPERTY ACQUISITION SERVICES

## UDOT VALUATION PROCESS

The UDOT valuation work flow chart shown below has been a valuable resource to maintain consistency and ensure compliance with all state and federal regulations.

We understand that municipalities will provide their own guidance on appraisal waiver/Administrative Compensation Estimate use limits and we will adjust, as necessary, to meet these criteria.



## PROJECT EXPERIENCE

**Familiarity With Utah Codes:** The Horrocks ROW acquisition team is very familiar with Utah Codes 10-8-2 and 78B-6-5, including how it is integrated with other Utah and federal regulations (57-12-13 & the Uniform Act) required for any public project subject to the authority of eminent domain. We understand how each of the following codes have to be adhered to during the ROW acquisition process, as outlined below:

### **13-43-201, Commerce and Trade – Office of the Property Rights Ombudsman**

- Applies to all negotiations that are subject to the power of eminent domain
- Must disclose the Office of the Property Rights Ombudsman in every negotiation, as found in 78b-6-505
- Property owner right to request a second appraisal (paid by agency)
- Mediation / Arbitration – Property owner right if requested

**78b-6-505, Judicial Code – Particular Proceedings & Eminent Domain Negotiation & Disclosure** – Provide the fee simple owner and each claimant a complete printed copy of the materials provided on the Office of the Property Rights Ombudsman website in accordance with Title13/Chapter43/Section203 regarding the acquisition of property for a public purpose and a property owner's right to just compensation.

**Commercial, Land, Industrial, and Residential Real Estate Experience:** Horrocks' ROW team is prepared to meet and exceed the City's expectations. We are a full-service civil engineering firm and have extensive experience providing ROW acquisition services with town special service districts and municipalities, serving approximately 35 different municipalities as city engineer, engineer of record, and/or on-call engineer for the last 30 years.

Horrocks Engineers has performed every aspect of property acquisition on hundreds of commercial, land, industrial, and residential real estate projects over the past ten years. Horrocks ROW team has worked on hundreds of projects for UDOT, West Valley, UTA, Highland City, Utah County, Salt Lake County, Weber County, Salt Lake City, etc. over the years. Horrocks has been

successful on working on and completing some of the States biggest project completing them on budget and schedule.

Wendy Hansen, the lead Acquisition Agent for this proposal, has provided all aspects of ROW acquisition services in northern Utah counties for the last 25 years. She will be supported by our ROW team (more details included in the Project Team section) members, who are knowledgeable and experienced with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Title 49, Code of Federal Regulations Part 24 and 23 CFR Part 10) (Uniform Act), stays continually familiar with the Federal Uniform Relocation Act (49 CFR Part 24), and the Utah State Code Section 57-12, as well as continuing to research information as needed to complete acquisitions in a successful and timely manner.

**Working with Public Entities:** Over the 50 years that Horrocks has provided a broad range of civil engineering services, we have developed unrivaled experience coordinating with hundreds of stakeholders. Cities, UDOT and other DOTs, state agencies, federal agencies, canal companies, and utility companies each have individual needs, requirements, standards, processes, policies, and personnel. We have developed strong, ongoing relationships with many of these stakeholders.

*Below is a table that summarizes our relevant project experience working and collaborating with commercial, land, industrial, resident, and public utility project partners, as well as project references on ROW acquisition projects our ROW team has worked on during the last five years.*



# ON-CALL PROPERTY ACQUISITION SERVICES

## SIMILAR PROPERTY ACQUISITION PROJECT EXPERIENCE

### 1200 West Corridor Preservation Project, Brigham City, UT | 2018

Horrocks was hired to acquire ROW for Brigham City's 1200 West Corridor Preservation Project. We obtained ROW for a future roadway widening from Promontory Road (SR-13) to approximately 725 South. ROW duties included information QA/QC for all parcels, maintaining the communication spreadsheet, and coordination with appraisers and agents. **We provided commercial and residential real estate transactions on this project.**

- 32 Ownerships, 32 Acquisitions•

**Reference:** Jason Roberts, Brigham City, 435.734.6612, jroberts@brighamcity.utah.gov | **Contract Amt.:** \$228,455

#### Staff Member & Role

Cory Pope - Project Manager/  
PIC  
Wayne Larsen - Lead Agent/  
Reviews  
Wendy Hansen - Acquisitions/  
ACE  
Desiree Vargas - Acquisitions/  
ACE  
Shannon Wixom - Acquisitions/  
ACE

### Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT | Ongoing

Horrocks is the prime consultant for this .97-mile safety project, which begins at Spring Lane and ends at Fardown Avenue. Key elements include widening Highland Drive to add a center turn lane and add a left-turn lane at four intersections. ROW involvement includes acquiring properties, information QA/QC, ensuring all documents are submitted for closing, and ordering checks. **We provided commercial and residential real estate transactions on this project.**

- 17 Ownerships, 17 Acquisitions, 2 Perpetual Easements, 10 Temporary Easements•

**Reference:** Gina Chamness, Holladay City, 801.272.9450, gchamness@cityofholladay.com | **Contract Amt.:** \$126,980.09

#### Staff Member & Role

Cory Pope - PIC  
Wayne Larsen - Lead Agent/  
Reviews  
Shannon Wixom - Acquisitions  
Desiree Vargas - Acquisitions  
Wendy Hansen - Acquisitions

### 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT | 2018

Horrocks provided ROW lead agent, acquisition, and coordinator services to allow for the roadway improvements along the corridor. Acquiring the ROW allowed for upgrades to traffic signals, sidewalks, drainage, lighting, and park strip areas where possible. Project goals included improving safety and increasing mobility. ROW duties included coordination of the project; acquiring property for ROW, public utility easements (PUE) and temporary construction easements (TCE); QA/QC; and assisting with closing tasks. **We provided commercial and residential real estate transactions, and coordination with public and private utilities for required easements on this project.**

- 108 Ownerships, 108 Acquisitions•

**Reference:** Dan Johnson, West Valley City, 801.963.3228, daniel.johnson@wvc-ut.gov | **Contract Amt.:** \$461,447

#### Staff Member & Role

Cory Pope - ROW Manager/  
PIC  
Wendy Hansen - Lead Agent  
Wayne Larsen - Appraisal  
Review  
Desiree Vargas - Acquisitions  
Shannon Wixom - Acquisitions

# ON-CALL PROPERTY ACQUISITION SERVICES

## 1800 North; 550 to 600 West, Logan, UT | Ongoing

This project includes intersection reconstruction design, utility relocations, drainage, ROW design/acquisition, and railroad coordination. ROW services include managing the overall workflow and process and project coordination including appraisal needs, acquisitions, and closing oversight. **We provided commercial, industrial and residential real estate transactions on this project, including residential relocations.**

- 10 Ownerships, 16 Parcels, 16 Public Utility Easements, 16 Permits•

**Reference:** Tom Dickinson, Logan City, 435.716.9151, tom.dickinson@loganutah.org | **Contract Amt.:** \$319,066

### Staff Member & Role

Cory Pope - PIC  
Wayne Larsen - Appraisal Review

## SR-108; SR-127 to SR-107 Env., Design, ROW, Syracuse and West Point, UT | 2017

Horrocks provided lead agent and related services for the reconstruction and widening of an existing 2-mile corridor. ROW duties included management, coordination of utilities, ordering appraisals, reviews, title reports, maintaining tracking sheets, providing updates to UDOT and support to UDOT ROW, working closely as a team to resolve conflicts, acquisition and relocation services, and providing the final deliverable which was a signed contract or condemnation file. **We provided commercial, industrial and residential real estate transactions, residential and business relocations and coordination with public and private utilities for required easements on this project.**

- 146 Ownerships, 140 Acquisitions, 45 Residential Relocations, 4 Non-Residential Relocations•

**Reference:** Dian McGuire, UDOT, 801.633.6370, dmcguire@utah.gov | **Contract Amt.:** \$4,048,624

### Staff Member & Role

Cory Pope - Support Services Manager  
Wayne Larsen - Lead Agent/ Reviews  
Wendy Hansen - Acquisition/ Relo.  
Desiree Vargas - Acquisitions

## US-89, Farmington to I-84 ROW Acquisition, Davis County, UT | 2020

Horrocks and our subcontractor partners provided all appraisal, acquisition and relocation services for over 8 miles of reconstruction on US-89 under a Progressive Design Build delivery model. This included ROW project management and Lead Agent Services from corridor preservation through construction. The team was responsible for coordination and acquisition of easements for both public and private utilities, residential and commercial acquisitions and residential and business relocations. The team has been coordinating seamlessly with the UDOT, contractor, designer and public involvement groups on the project to ensure all project ROW commitments and schedules have been met. **We provided commercial, industrial and residential real estate transactions, residential and business relocations and coordination with public and private utilities for required easements on this project.**

- 221 Ownerships, 394 Acquisitions, 35 Relocations•

**Reference:** Dian McGuire, UDOT, 801.633.6370, dmcguire@utah.gov | **Contract Amt.:** \$ 1,805,000

### Staff Member & Role

Cory Pope - ROW Manager  
Wendy Hansen - Acquisitions/ Relocations  
Wayne Larsen - Reviews  
Shannon Wixom - Lead Agent  
Melina Thomas - ROW Coordinator

# ON-CALL PROPERTY ACQUISITION SERVICES

## PROJECT TEAM

Horrocks' property acquisition personnel have extensive municipal and UDOT ROW acquisition experience on transportation projects to bring to South Weber City projects. *Horrocks will also provide 100% of the tasks outlined in the scope of work from Horrocks' Riverdale location. Additional support services (survey, GIS, and ROW engineering) will be provided from our Pleasant Grove, Utah, location, as needed.* We also partner with local, independent, certified appraisers to provide property valuations on many of our projects, as well as title companies to provide extended title research and advice when needed.

We provide the knowledge, experience, and understanding of all applicable state and federal laws and will follow these regulations at each stage. These include the following:

- Federal Uniform Relocation Act, Code of Federal Regulations (sections 49 CFR Part 24

and 23 CFR Part 10)

- Utah Relocation Assistance Act, Utah State Code Title 57
- UDOT ROW Division Operations Manual, August 2018

Our proposed staff includes certified general appraisers, real estate licensed agents, relocation agents, and a licensed broker in Utah and Nevada. Additionally, our team members have obtained the necessary industry credentials:

- R/WA (ROW Agent)
- R/W-AC (Appraisal)
- R/W-NAC (Negotiation)
- R/W-RAC (Relocation)
- R/W URAC (Uniform Act)
- SR/WA (Senior ROW Agent)

All proposed staff members are available to perform the work for the City. Brief bios are included below, and full resumes are in the Appendix.

## ORGANIZATIONAL CHART



## BIOS OF KEY PERSONNEL



### CORY POPE, PE | PRINCIPAL-IN-CHARGE

**Licenses:** Utah PE - 178887

**BS:** Civil Engineering

Cory joined Horrocks after more than 27 years with UDOT, where he served in several senior leadership roles, including Director in both Region 1 and 2. Over the last three years, Cory has filled support services and project management roles on several successful projects. He will focus the team to assess the scope of each

property acquisition assignment and ensure that schedules are developed and diligently followed. He will provide open communication throughout the project, and make certain that all project budget and schedule information is kept up-to-date and accessible. As a Horrocks principal, Cory will ensure Horrocks' core values of Integrity, Quality, Unity, Empowerment and Service are demonstrated on every individual assignment from South Weber City.

### Related Project Experience:

- 1200 West Corridor Preservation Project, Brigham City, UT; Project Manager/PIC

## ON-CALL PROPERTY ACQUISITION SERVICES

- 4100 So; Bangerter Hwy to 5460 West, West Valley City; ROW Manager/PIC
- SR-108; SR-127 to SR-107, Davis County, UT; Support Services Manager
- US-89; Farmington to I-84, Davis County, UT; ROW Manager



### WENDY HANSEN, SR/WA, R/W-RAC | ROW ACQUISITION & RELOCATION MANAGER/BROKER

**Licenses:** Utah - 5482767-PB00 (Real Estate Broker); Utah - 684377 (Notary)

#### AS: Psychology

Wendy is a broker and the acquisition/relocation manager for Horrocks. She provides a wide range of acquisition and relocation managerial services. Wendy has more than 20 years of real estate experience, and she has spent 18 of those years as a consultant in the specialized field of ROW, acquiring real properties under eminent domain, and providing relocation services under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Wendy specializes in relocation and is considered an expert in this field, providing training and mentoring. Wendy's extensive knowledge and experience in ROW acquisition and relocation will be a benefit to the City, ensuring all applicable laws, regulations, and codes are followed. She will also manage the agents to make sure they are following the same procedures.

#### Related Project Experience:

- West Davis Corridor; Davis County, UT; ROW Lead Agent
- SR-108, SR-127 to SR-107; Syracuse and West Point, UT; ROW Lead Agent
- US-89, Farmington to I-84 PDB; Davis County, UT; ROW Relocation



### WAYNE LARSEN, SR/WA, R/W-AC, R/W-URAC, R/W-NAC | ROW/ VALUATION MANAGER

**Licenses:** Utah - 5480594-CG00 (Cert. General Appr.); Utah - 5480594-SA00 (Sales Agent); Utah - 5480594-CEI0 (Real Estate Instructor); Utah - 5480594-AI00 (Appraisal Instructor)

#### BS: Business Admin-Finance

Wayne performs ROW lead agent services for Horrocks Engineers. His ROW experience includes more than 34 years as a real estate appraiser, including 25 in the specialized field of eminent domain partial valuations. He also has more than 24 years of managerial ROW experience (12 years with UDOT) and personal involvement in more than 100 roadway/transit projects within multiple ROW disciplines. He holds the International Right of Way Association (IRWA) SR/WA designation and certifications in appraisal (R/W-AC) and the Uniform Act (R/W-URAC). Wayne is a Utah licensed Certified General Appraiser, Utah continuing education instructor for both real estate and appraisal, and a licensed real estate agent. Wayne will perform appraisal reviews for the City's projects to make sure that all regulations, laws, and proper appraisal methodologies have been met.

#### Related Project Experience:

- 1200 West Corridor Preservation Project, Brigham City, UT; Lead Agent/Reviews
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Lead Agent/Reviews
- 1800 North; 550 to 600 West, Logan, UT; Appraisal Reviews



### SHANNON WIXOM, R/WA | ACQUISITION AGENT

**Licenses:** Utah - 7739710-SA00 (Sales Agent); Utah - 696268 (Notary)

Shannon is a Utah licensed real estate agent and an acquisition/relocation agent for Horrocks. She is experienced in all aspects of property acquisition including coordinating with appraisers, creating compensation estimates, acquiring real property under eminent domain, and providing relocation services. Her previous experience includes working for Weber County as the local government transportation projects liaison and the WACOG transportation funds manager, and she also worked at UDOT in the roles of project coordinator and lead ROW agent. Her experience in communicating and negotiating effectively with property owners on both UDOT and local government projects makes her a valuable asset to the team. Shannon will coordinate with appraisers and review

## ON-CALL PROPERTY ACQUISITION SERVICES

appraisers, complete compensation estimates, negotiate with property owners during the acquisition process, and execute relocations.

### Related Project Experience:

- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Acquisition
- 1200 West Corridor Preservation Project, Brigham City, UT; Acquisition
- 4100 South, Bangerter Highway to 5460 West; Salt Lake County, UT; Acquisition



### DESIREE VARGAS | ACQUISITION AGENT

**Licenses:** Utah - 9727644-SA00 (Sales Agent); Utah - 688591 (Notary)

Desiree has been involved in multiple projects and is cross trained in acquisition, relocation, and coordination. She has provided multiple acquisitions and relocation duties over the last nine years. Her knowledge, skills, and experience include acquiring real property under eminent domain and providing relocation services in this specialized field of ROW. In addition, Desiree serves as the liaison between owners, consultants, and public organizations. She maintains excellent communication skills, coordinates follow-up activities to ensure issues are resolved promptly, and updates and distributes reports that provide necessary updates to the team. Desiree will serve as one of the acquisition and relocations agents on this on-call contract.

### Related Project Experience:

- SR-108; SR-127 to SR-107 Env., Design, ROW, Syracuse and West Point, UT; Acquisitions
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT; Acquisitions
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; Acquisitions



### KATHY WICKAM, PE | SUPPORT SERVICES MANAGER

**Licenses:** Utah PE - 11234372  
**BS:** Civil Engineering

Kathy has 28 years of experience in the roadway design and construction industry, having worked both in the public and private sector. Prior to Horrocks, Kathy worked in California for Dokken Engineering and WSP as a

Project Manager on smaller local agency complete street projects and Caltrans Task Order Projects and Project Engineer/Deputy Project Manager/Roadway Lead on multiple projects ranging from roadway widening, bridge replacements and new expressway design projects, overseeing the roadway design from preliminary engineering to final design, coordinating with the various task leads, environmental staff, right of way agents, utility companies and the Client. Since joining Horrocks, Kathy has assisted as the liaison between the design and ROW teams on UDOT's US-89 project and West Davis Corridor.

### Related Project Experience:

- US-89, Farmington to I-84 PDB; Davis County; ROW Support Services Manager
- West Davis Corridor; Davis County; ROW Support Services Manager

### MILENA THOMAS | ROW SUPPORT

The project coordinator on ROW projects, Milena is trained and experienced thoroughly in project coordination, QA/QC and project tracking. Milena has over three years of experience providing project administration. She performs essential administrative support duties by providing coordination for project managers, brokerage, acquisition agents and support staff.

Milena is committed to transparency and provides clear communication to help ensure project success. Milena's duties included coordinating all aspects of the ROW acquisition process, tracking the progress of the acquisition activities, and providing up-to-date customized reporting. She has extensive experience working with the other Horrocks' team members and, together, they have worked or are working on many successful projects.

### Related Project Experience:

- US-89; Farmington to I-84 ROW Acquisition; Davis County, UT; ROW Coordinator
- West Davis Corridor, Davis & Weber Counties, UT; ROW Coordinator
- Mountain View Corridor; Salt Lake & Utah Counties, UT; ROW Coordinator
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT; ROW Coordinator

# ON-CALL PROPERTY ACQUISITION SERVICES

## FEE PROPOSAL

### On-Call Property Acquisition Services - Fee Proposal

May 18, 2020

#### On-Call Property Acquisition Contract Lump Sum Prices (includes mileage):

1) Acquisition Services (Per Parcel)	\$2,100.00
2) Preparation of Documents - Deeds/Easements, Prelim. Title Reports, Offer, Contract (per Parcel)	\$400.00
3) Administrative Compensation Estimates (per Each)	\$700.00
4) <u>All reimbursibles and administrative costs are included in Lump Sum Prices.</u> Anticipate a 3-4% mark-up on subcontractors if used.	

#### Assumptions:

1. All survey and legal descriptions for deeds/easements provided by City.
2. Deeds and easement docs to be created by Horrocks.
3. Eminent Domain applies to each acquisition.
4. 4-Option Letters sent to owner 30 days after initial offer if negotiations are not successful.
5. After 45 days of negotiation, a
6. When condemnation support or
7. Assumes no language translators required.

#### Additional Services and Hourly Rates:

Appraisal Review (Each)		\$800/each
Cory Pope	Principal in Charge/Project Management	\$ 235/hr.
Kathy Wickam	ROW Project Management	\$ 172/hr.
Wendy Hansen	Acquisition and Relocation Manager/Lead Agent Services	\$ 172/hr.
Wayne Larsen	Appraisal/Review Manager	\$ 198/hr.
Desiree Vargas	Acquisition Agent	\$ 93/hr.
Shannon Wixom	Acquisition Agent	\$117/hr.
Milena Thomas	ROW Coordination	\$ 67/hr.

Meeting Personal Vehicle Mileage for Additional Services @ \$ 0.57/mile



**HORROCKS**  
  
E N G I N E E R S

# APPENDIX RESUMES



## **CORY POPE, PE** *Principal-in-Charge*

Cory is a principal engineer for Horrocks Engineers, working out of our Ogden branch office, he holds a B.S. in Civil Engineering, and worked with the Utah Department of Transportation for over 27 years before joining Horrocks. He spent 10 years working in construction as a Field Engineer and Resident Engineer where he was responsible for oversight and administration of many large projects, including several projects preparing Utah's transportation system for the 2002 Winter Olympics. In 2000 Cory was selected to serve as the Region 2 Deputy Director in the Salt Lake City metropolitan area, and in 2004 he was appointed as the Region One Director in northern Utah. In 2010, Cory was appointed as the Region Director for Region 2 in the Salt Lake area, and completed his career at UDOT serving as the Director of Program Development.

**EDUCATION**  
B.S. in Civil  
Engineering,  
University of Utah

**LICENSE/  
CERTIFICATION**  
Utah PE No.  
178887

**PROFESSIONAL  
AFFILIATIONS**  
American Society  
of Civil Engineers  
(ASCE)

### **RELATED PROJECT EXPERIENCE:**

- West Davis Hwy ROW Acquisition, Davis County, UT
- West Davis Highway Program Management, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- US-89; Farmington to I-84, Weber/Davis County, UT
- MS4 Storm Water Design, UT
- SR-53; 24th Street Viaduct Rehab, Ogden, UT
- Performance Based Maintenance Contracting, Salt Lake County, UT
- I-15; SR 232 to I-84, Davis and Weber Counties, UT
- Maintenance Station Storm Water Design P, UT
- UDOT Lands and Buildings Strategic Management, Statewide, UT
- Arterial Street Safety Concept Analysis, UT
- 4100 South; Bangerter Hwy to 5460 West, Salt Lake County, UT
- I-15; SB 12300 South to SR-201 RWA, Salt Lake County, UT
- I-15; SB 12300 South to SR-201 PM, Salt Lake County, UT
- West Davis Highway ROW Engineering, Davis County, UT
- SR-10; 3200 South to 1150 South, Price, UT
- SR-102; Intersection, 1000 West, Tremonton ROW, Box Elder County, UT
- SR-102; Intersection, 1000 West, Tremonton, Box Elder County, UT
- SR-108; SR-127 to SR-107, Davis County, UT
- UDOT Develop Long Range Plan Framework, UT
- West Davis Corridor; Corridor Preservation., Davis County, UT



## **WENDY HANSEN, SR/WA, R/W-RAC** **ROW Acquisition & Relocation Manager/Broker**

Wendy is a broker and the acquisition/relocation manager for Horrocks. She provides a wide range of acquisition and relocation managerial services, including oversight of the QA/QC process for ROW project delivery as required by the client. Wendy has more than 20 years of real estate experience, and she has spent 18 of those years as a consultant in the specialized field of ROW, acquiring real properties under eminent domain and providing relocation services under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Wendy specializes in relocation and is considered an expert in this field, providing training and mentoring.

### **EDUCATION**

**A.S. in  
Psychology, Salt  
Lake Community  
College**

### **LICENSE/ CERTIFICATION**

**Real Estate  
Broker: UT No.  
5482767-PB00**  
**IRWA Senior  
Right-of-  
Way Agent  
Certification: SR/  
WA No. 6315**  
**Notary Public: UT  
No. 684377**

### **PROFESSIONAL AFFILIATIONS**

**International  
Right of Way  
Association  
(IRWA), Chapter  
38 Member**  
**Salt Lake Board  
of Realtors Utah  
Association of  
Realtors**  
**National  
Association of  
Realtors**

### **RELATED PROJECT EXPERIENCE:**

- West Davis Highway, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- SR-102; 1000 West Intersection, Tremonton, UT
- 1200 West Corridor Preservation Project, Brigham City, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- SR-73, Eagle Mountain, UT
- Corridor Preservation, Statewide, UT
- 6200 South Bangerter, Taylorsville, UT
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- SR-201, Salt Lake City, UT
- 1200 Street, Brigham City
- SR-102 Intersection, Box Elder County, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- Southbound I-15, Salt Lake City, UT
- Porter Rockwell, Bluffdale, UT
- Layton Overpass, Layton, UT
- 4100 South West Valley, West Valley City, UT
- Bluff Street, St. George, UT
- SR-10 Price, Price, UT
- US-89 (300 South), Provo, UT
- SR-108; SR-127 to SR-107, Syracuse and West Point, UT
- South Davis Operational Upgrades, South Davis, UT\*
- SR-108; SR-37 to SR-79, West Point, UT\*
- US-89 Antelope Drive Intersection Improvements, Davis County, UT \*
- Mountain View Corridor, Salt Lake City, UT\*
- West Valley City Utility Transmission Relocation, West Valley City, UT\*

*\*Project experience prior to joining Horrocks*



## EDUCATION

B.S. in Business Administration, Columbia College

## LICENSE/CERTIFICATION

IRWA Senior Right of Way Agent Certification: SR/WA No. 5237

Certified General

Appraiser: UT No. 5480594-CG00

Real Estate Agent: UT No. 5480594-SA00

Certified Continuing Education Instructor: UT No. 5480594-CE1

## PROFESSIONAL AFFILIATIONS

International Right-of-Way Association

## WAYNE LARSEN, SR/WA, R/W-AC, R/W-URAC, R/W-NAC ROW/Valuation Manager

Wayne performs right-of-way (ROW) lead agent services for Horrocks Engineers. His ROW experience includes more than 34 years as a real estate appraiser, including 25 in the specialized field of eminent domain partial valuations. He also has more than 24 years of managerial ROW experience (12 years with UDOT) and personal involvement in more than 100 roadway/transit projects within multiple ROW disciplines. He holds the International Right of Way Association (IRWA) SR/WA designation and certifications in appraisal (R/W-AC) and the Uniform Act (R/W-URAC). Wayne is a Utah licensed Certified General Appraiser, continuing education instructor, and real estate agent.

## RELATED PROJECT EXPERIENCE:

- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- SR-108; SR-127 to SR-107, Weber County, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- 1800 North; 550 to 600 West, Logan, UT
- US-40; Myton Bench Widening, Uintah County, UT
- SR-102; 1000 West Intersection, Tremonton, UT
- I-15; Lehi Main to SR-92, Utah County, UT
- Environmental for 4 Locations on Bangerter, Salt Lake County, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- Mountain View Corridor, Salt Lake County, UT\*
- I-69 Oakland City to Crane, Gibson County, IN\*
- Frontlines 2015 Program, UT\*
- Mid-Jordan Light Rail Transit, Salt Lake City, UT\*
- Airport LRT, Salt Lake City, UT\*
- Draper LRT, Salt Lake City, UT\*
- Southbound I-15, Salt Lake City, UT
- Porter Rockwell, Bluffdale, UT
- 1200 West Corridor Preservation Project, Brigham City
- 6200 South Bangerter, Taylorsville, UT
- US-89 (300 South), Provo, UT\*
- Highway 89; Farmington to South Weber, Layton, UT
- SR-10 Price, Price, UT
- South Davis Operational Upgrades, South Davis, UT\*
- SR-193, Syracuse, UT

*\*Project experience prior to joining Horrocks*



## SHANNON WIXOM, R/WA Acquisition Agent

Shannon is a Utah licensed real estate agent and an acquisition/relocation agent for Horrocks. She is experienced in all aspects of property acquisition including coordinating with appraisers, creating compensation estimates, acquiring real property under eminent domain, and providing relocation services. Shannon's previous experience includes working for Weber County as the local government transportation projects liaison and the WACOG transportation funds manager, and she also worked at UDOT in the roles of project coordinator and lead ROW agent. Her experience in communicating and negotiating effectively with property owners on both UDOT and local government projects makes her a valuable asset to the team.

### EDUCATION

Dual B.S. in  
Business  
Management  
and Marketing,  
University of  
Phoenix

### LICENSE/ CERTIFICATION

Real Estate Agent:  
UT No. 7739710-  
SA00

IRWA Right-of-Way  
Agent Certification  
(R/WA)

Notary Public:  
UT No. 696268

### PROFESSIONAL AFFILIATIONS

National  
Association of  
Realtors

Utah Association  
of Realtors

Salt Lake Board  
of Realtors

Wasatch Front  
Regional Multiple  
Listing Service

International  
Right-of-Way  
Association

### RELATED PROJECT EXPERIENCE:

- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- West Davis Highway, Davis County, UT
- Highland Drive; Spring Lane to Fardown Avenue, Holladay, UT
- 1200 West Corridor Preservation Project, Brigham City, UT4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- US-89; 500 West and 1000 North, Bountiful, UT\*
- 4800 South/2700 West Signal Upgrade, Roy, UT\*
- SR-126 and 6000 South, Roy, UT\*
- SR-126 and 4800 South, Roy, UT\*
- SR-282; University of Utah Roads, Salt Lake City, UT\*
- US-91; Sardine Canyon ATMS, Logan, UT\*
- SR-97 and 4300 West, Roy, UT\*
- SR-39; Ogden to Pineview Reservoir Bridge Rehabilitation, Ogden, UT\*
- US-89; SR-126 to 3000 South Willard, UT\*
- US-91 and 3100 North, North Logan, UT\*
- SR-37 and 3000 West, Clinton, UT\*
- US-89 and Princeton Drive, Sandy, UT\*
- SR-172; 5600 West and Paulette Avenue, West Valley City, UT\*
- SR-51; 1600 South Turn Lanes, Springfield, UT\*
- SR-111; SR-201 to 3500 South, Magna, UT\*
- US-191; Culvert Repair at Big Brush Creek, Vernal, UT\*
- Bangerter 4 Interchanges, Salt Lake County, UT\*
- SR-68; Village Parkway to Grandview, Saratoga Springs, UTr\*
- I-15; Main Street to SR-92 Technology Corridor, Lehi, UT\*
- 2550 South West Haven, Weber County, UT\*
- 3500 West Extension; 3100 South to 1200 South, Weber County, UT\*

*\*Project experience prior to joining Horrocks*



## DESIREE VARGAS, LICENSE TYPE *Acquisition Agent*

Desiree is an acquisition/relocation agent and project coordinator for Horrocks Engineers. She has assisted with multiple acquisitions and relocation duties for nine years. Her knowledge, skills and experience include acquiring real property under eminent domain and providing relocation services in this specialized field of ROW. In addition, Desiree serves as the liaison between owners, consultants, and public organizations. She maintains excellent communication skills, coordinates follow-up activities to ensure issues are resolved promptly, and updates and distributes reports which provide necessary updates to the team.

**EDUCATION**  
Salt Lake  
Community  
College

**LICENSE/  
CERTIFICATION**  
Real Estate Agent:  
UT No. 9727644-  
SA007

Notary Public:  
UT No. 688591

**PROFESSIONAL  
AFFILIATIONS**  
International  
Right-of-Way  
Association

### RELATED PROJECT EXPERIENCE:

- West Davis Highway, Davis County, UT
- US-89; Farmington to I-84 - ROW Acq., Weber/Davis County, UT
- SR-73, Eagle Mountain, UT
- Corridor Preservation, Statewide, UT
- 6200 South Bangerter, Taylorsville, UT
- 4100 South; Bangerter Highway to 5460 West, Salt Lake County, UT
- Highland Drive, Spring Lane to Fardown Avenue, Holladay, UT
- SR-201, Salt Lake City, UT
- SR-10; South Price to Ridge Road, Price, UT
- Bangerter 4 Interchanges, Salt Lake County, UT
- I-15 Southbound; 12300 South to SR-201, Salt Lake City, UT
- SR-108; SR-127 to SR-107, Syracuse, UT
- Porter Rockwell Boulevard Environmental Assessment, Bluffdale, UT
- 1200 West Corridor Preservation Project, Brigham City, UT



## **KATHY WICKAM, PE** **Support Services Manager**

Kathy has over 27 years of experience in the roadway design and construction industry, having worked both in the public and private sector. Prior to Horrocks, Kathy worked in California for Dokken Engineering and WSP as a Project Manager and Project Engineer on projects ranging from local agency complete street projects to freeway design projects, overseeing the roadway design from preliminary engineering to final design, coordinating with the various task leads, environmental staff, right of way agents, utility companies and the Client. Prior to working in California, Kathy worked for the TxDOT as a Transportation Engineer, working on large freeway construction projects and providing QC of the District project plans. Kathy also worked for the Kansas DOT in various construction engineering roles including Area Construction Engineer and District Construction Engineer where she was responsible for overseeing the state highway construction projects within District 5.

**EDUCATION**  
B.S. in Civil  
Engineering,  
Colorado School  
of Mines

**LICENSE/  
CERTIFICATION**  
Utah PE #  
11234372-2202

California PE #  
C71197

Kansas PE #  
14433

**PROFESSIONAL  
AFFILIATIONS**  
Women's  
Transportation  
Symposium  
(WTS)

### **RELATED PROJECT EXPERIENCE:**

- UDOT US-89: Farmington to I-84, Davis/Weber Counties, UT
- UDOT West Davis Corridor, Davis County, UT
- UDOT I80/I-215 Pavement Rehabilitation Project, Salt Lake County, UT
- UDOT Lands and Buildings Strategic Management Plan, Statewide, UT
- SR-132, Modesto, CA\*
- McHenry Avenue Widening Project, Stanislaus County, CA\*
- Riverfront Reconnection Project, Sacramento, CA\*
- Auburn Boulevard Complete Streets Project, Citrus Heights, CA\*
- Hazel Avenue Improvement Project, Sacramento County, CA\*.
- Capital SouthEast Connector Project, Sacramento and El Dorado Counties, CA\*

*\*Project experience prior to joining Horrocks*

Riverdale Office - Business License

2020
CERTIFICATE OF LICENSE



The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of the City of Riverdale) to engage in, carry on or conduct, in the City of Riverdale, the business, trade, calling, profession, exhibition, or avocation described as follows:

4600 So. Weber River Drive
Riverdale, Utah 84405
801 394-5541

Horrocks Engineers, Inc.
4919 S 1500 W Suite 300
Riverdale UT 84405

Expires: 12/31/2020

License No. 2041

Date of Issue: 01/01/2020

Is licensed to do business as:
General Business

Shalee Evans

Amount Paid: \$ 160.00

Riverdale City Recorder

This certificate must be displayed in a conspicuous place

WLC Consulting LLC - Business License

WLC CONSULTING, LLC

Update this Business

Entity Number: 8695012-0160
Company Type: LLC - Domestic
Address: 2162 W GROVE PKWY STE 400 PLEASANT GROVE, UT 84062
State of Origin:
Registered Agent: MARC ARNOLDSEN
Registered Agent Address:
2162 W GROVE PKWY STE 400
PLEASANT GROVE, UT 84062

View Management Team

Status: Active

Purchase Certificate of Existence

Status: Active as of 05/30/2013

Renew By: 05/31/2021

Status Description: Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

Employment Verification: Not Registered with Verify Utah

History

View Filed Documents

Registration Date: 05/30/2013

Last Renewed: 03/27/2020

**Wendy Hansen: Broker License**

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 03/11/2020  
EXPIRATION DATE: 03/31/2022  
LICENSE NUMBER: 5482767-PB00  
LICENSE TYPE: Principal Broker  
ISSUED TO: WENDY C HANSEN  
12997 S BENCHVIEW CV  
DRAPER UT 84020 8966



\_\_\_\_\_  
SIGNATURE OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

**Wayne Larsen: Sales Agent License**

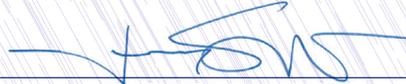
**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 06/27/2019  
EXPIRATION DATE: 07/31/2021  
LICENSE NUMBER: 5480594-SA00  
LICENSE TYPE: Sales Agent  
ISSUED TO: CHARLES WAYNE LARSEN  
2343 SOUTH 900 WEST  
SYRACUSE UT 84075



\_\_\_\_\_  
SIGNATURE OF HOLDER

  
\_\_\_\_\_  
REAL ESTATE DIVISION DIRECTOR

# ON-CALL PROPERTY ACQUISITION SERVICES

**Shannon Wixom: Sales Agent License**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

ACTIVE LICENSE

DATE ISSUED: 08/26/2019

EXPIRATION DATE: 08/31/2021

LICENSE NUMBER: 7739710-SA00

LICENSE TYPE: Sales Agent

ISSUED TO: SHANNON LEE SMITH-WIXOM  
4636 S 5100 W  
WEST HAVEN UT 84401



  
SIGNATURE OF HOLDER

  
REAL ESTATE DIVISION DIRECTOR

**Desiree Vargas: Sales Agent License**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

ACTIVE LICENSE

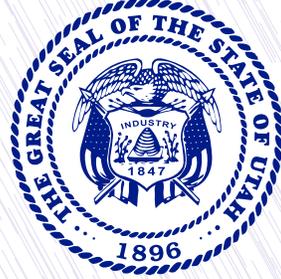
DATE ISSUED: 03/17/2020

EXPIRATION DATE: 03/31/2022

LICENSE NUMBER: 9727644-SA00

LICENSE TYPE: Sales Agent

ISSUED TO: DESIREE VILATE VARGAS  
12313 S PIKE HILL LANE  
HERRIMAN UT 84096



  
SIGNATURE OF HOLDER

  
REAL ESTATE DIVISION DIRECTOR

**EXHIBIT 3**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**ACQUISITION SERVICES WITH LAMAR**  
**A. MABEY & ASSOCIATES, INC.**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City	Consultant
South Weber City	LaMar A. Mabey & Associates, Inc
David Larson, City Manager	LaMar A. Mabey, Owner
1600 E. South Weber Drive	10511 Highline Circle
South Weber, UT 84405	South Jordan UT 84095
801-479-3177	801-837-1990
<a href="mailto:dlarson@southwebercity.com">dlarson@southwebercity.com</a>	<a href="mailto:lmabey8@gmail.com">lmabey8@gmail.com</a>

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

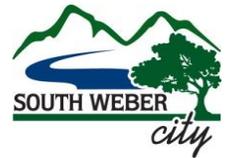
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**LaMar A. Mabey & Associates, Inc.**

\_\_\_\_\_  
LaMar A. Mabey, Owner

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

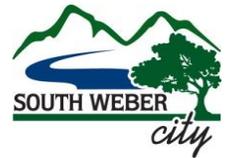
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

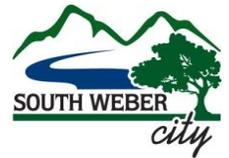
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

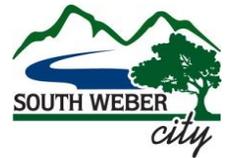
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### III. INSTRUCTIONS TO APPLICANTS

#### A. Timetable

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### B. Procedure

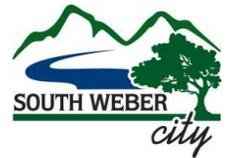
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

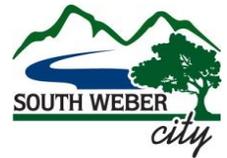
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

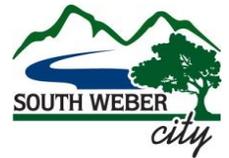


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.

1. Transmittal Letter (5%): Complete information as requested.
2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
5. Fee Proposal (20%): Value of Respondent's services.
6. Optional oral presentation (15%).

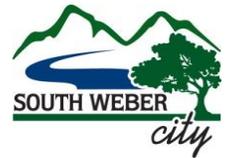
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**

# LaMar A. Mabey & Associates, Inc.

Right of Way Done Right the First Time

May 8, 2020

South Weber City  
Lisa Smith  
City Recorder  
1600 East South Weber Drive  
South Weber, Utah 84405

Dear Lisa Smith:

This Request for Proposal Submittal is being submitted to you by LaMar A. Mabey & Associates, Inc. to be considered for the On-Call Property Acquisition Services for South Weber City. Also, included within this RFP are the qualifications of LaMar A. Mabey & Associates, Inc. which is a Utah Corporation in the State of Utah (#27-3881516). LaMar A. Mabey & Associates, Inc. will also be involved in the Administrative Compensation Estimates (ACE's), appraisal, appraisal reviews, and acquisitions of those property owners affected by the city's projects.

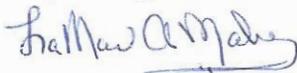
LaMar has read the Request for Proposal and accepts the project objectives and schedule as outlined in the RFP. LaMar A. Mabey & Associates, Inc. agrees to perform those services under the direction of South Weber City or their City Engineering firm and within the time frame designated. With LaMar's experience in Project Right of Way Oversight Management, Appraisals, Appraisal Reviews, Acquisition, Title Work and Closings, he has the ability to deliver the required services to your specifications and satisfaction, while remaining sensitive to the needs of those directly impacted by the acquisition of their property for the project.

LaMar A. Mabey & Associates, Inc. does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex marital status, political affiliation, national origin or handicap.

During LaMar's tenure with UDOT's ROW Department he worked with the Attorney General's office and the Private Property Rights Ombudsman's office dealing with Condemnation. Eminent Domain trying to get cases settled before going to trial. If selected, LaMar A. Mabey & Associates, Inc. will provide the required insurance policies and amount.

I appreciate your time and consideration and look enthusiastically forward to working with South Weber City on this RFP if selected. LaMar A. Mabey will be the key contact person for this submittal proposal. Please feel free to contact me should you have any questions.

Respectfully,



LaMar A. Mabey  
President / Owner  
LaMar A. Mabey & Associates, Inc.  
10511 Highline Circle  
South Jordan, Utah 84095  
801-837-1990  
[lmabey8@gmail.com](mailto:lmabey8@gmail.com)

10511 Highline Circle South Jordan, Utah 84095  
Telephone: (801) 837-1990 Email: [lmabey8@gmail.com](mailto:lmabey8@gmail.com)

## Summary of Qualifications

LaMar A. Mabey & Associates, Inc. is a Corporation in the State of Utah. The Corporation entity number is #27-3881516. LaMar A. Mabey is the President and Owner / Broker of the Company. The company was started in 2009 and incorporated in 2010.

LaMar A. Mabey was a Certified General Appraiser / Appraiser Supervisor / negotiator / Right of Way Project Manager for the State of Utah during his tenure at the Utah Department of Transportation Right of Way Division. LaMar is also a Real Estate Principle Broker in the State of Utah and is a Notary in the State of Utah. LaMar has completed and been awarded the Certified Public Manager designation by the State of Utah.

LaMar A. Mabey & Associates, Inc. is a full service Right of Way company that can take a project from beginning to end if desired. LaMar has developed a core team of appraisers, acquisition agents and relocation specialists and title companies that can meet the needs of the City. With LaMar's UDOT experience managing all aspects of a project and the ability to work with design engineers, elected officials, and government staff personnel, the general public and business owners, he has the ability to make the project manager's job a lot easier.

During LaMar's employment with the Utah Department of Transportation Right Way Division and since retiring, he has acquired hundreds of parcels of land and performed hundreds of Administrative Compensation Estimates (ACE's).

During LaMar's employment with the Utah Department of Transportation, he worked very close with the Utah Attorney General's Office on condemnation cases as well as with the Private Property Rights Ombudsman's Office in arbitration and mediations dealing with the property acquisitions prior to going to condemnation.

LaMar has been involved in Real Estate and Right of Way acquisitions for over 40 years either as a real estate agent, broker or an employee of Salt Lake County (Assessor's Office), the State of Utah (UDOT), and as a consultant for an engineering firm working on projects in Hawaii and Guam and as the President, Real Estate Broker and owner of LaMar A. Mabey & Associates, Inc.

LaMar has worked with local government entities acquiring land and easements for their highway, sewer, sidewalk and trail projects throughout the State of Utah. LaMar was also UDOT's Right of Way Local Government Manager for the State of Utah working with many Cities and Counties in the State of Utah.

LaMar also served 8 years as a South Jordan City Councilman which gives him the experience and knowledge of the workings of City government.

LaMar has a good knowledge and understanding of highway strip maps, deeds, engineering drawings and blue prints. He also has a good understanding of all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, title insurance, condemnation and arbitration and mediation.

## Education

Master's in Business Administration (MBA), University of Phoenix  
Bachelor of Arts (Business Management), University of Utah  
Certified Public Manager, State of Utah  
Numerous IRWA and NHI Courses  
The Utah Land Use Institute Conference Seminars  
Real Estate Agent and Real Estate Broker Classes

## Professional Affiliations

Salt Lake Board of Realtors  
Utah Association of Realtors

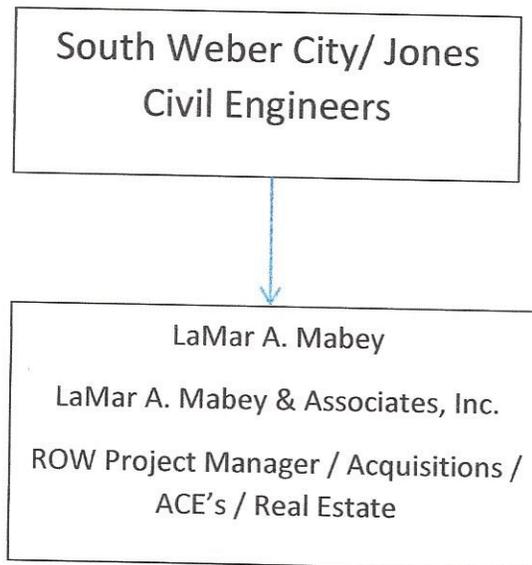
## Professional Registration

Real Estate Principle Broker – Utah 5454131-PB00  
Notary Public – Utah

## City Government Experience

South Jordan City Councilman for 8 years

## II Project Team



LaMar will be the only team member working on any assigned South Weber City projects at this time unless it becomes necessary to bring on additional consultants or staff.

### **III Relevant Experience**

LaMar A. Mabey retired from the Utah Department of Transportation's Right of Way Division after 20+ years working with Salt Lake County (Assessor's Office) and the State of Utah (UDOT). LaMar was hired by UDOT as a Right of Way appraiser and negotiator. He eventually became the Appraisal Supervisor for the UDOT Right of Way Division. Later he oversaw the appraisal and acquisitions of many of UDOT's larger highway projects including Design Build, Design-bid Build and CMGC projects, Legacy Highway.

The last 2 ½ to 3 years LaMar worked for the UDOT Right of Way Division, he was the Local Government Manager for the State of Utah. Worked with all local entities (County and Cities) in the State of Utah who had highway projects with Federal monies to make sure they followed the Federal and State of Utah's Policies, Regulations and Procedures so they would not lose their funding because of not being in compliance with the policies, rules and regulations.

LaMar was also a Certified General Appraiser in the State of Utah which gives him the background for doing Administrative Compensation Estimates (ACE's) on parcels that are less than the \$10,000 which is allowed by FHWA. Thus, saving thousands of dollars in appraisal fees that would normally have been spent setting the Just Compensation Value of the property.

LaMar while employed with UDOT worked very close with the Utah Attorney General's Office and the Private Property Rights Ombudsman's Office in regards to condemnations on parcels UDOT was not able to come to an agreement with the property owners. He would attend arbitration or mediation meetings with the Attorney General's Office, the property owner and their attorney to try and settle the condemnation case prior to going to court. LaMar's job in those meetings would be to help determine a reasonable value or dollar amount to come to an agreeable settlement amount for both the property owner and the State of Utah.

LaMar was a right of way specialist who has been involved with right of way issues affecting transportation, commuter rail and pipeline projects in Utah and outside of Utah for 30+ years. While employed with the Utah Department of Transportation, Right of Way Division, LaMar was involved in project review, title research, right of way cost estimating, land use analysis, value engineering, PS&E, working with design engineers on right of way design issues, appraisals, appraisal reviews, acquiring properties, right of entry agreements, arbitration / mediation and resolving condemnation cases with the Attorney General's Office and the Private Property Rights Ombudsman's office. He was the appraisal Supervisor for the Right of Way Division of the Utah Department of Transportation and was a Certified General Appraiser in the State of Utah. He has been the right of way lead / oversight manager on some of UDOT's largest design /build highway projects. LaMar also has been an expert witness for the Attorney General's Office in condemnation.

## **Highway**

Guam Island Wide Projects: Researched old right of way documents from the military, Government of Guam, condemnation cases and the Guam Department of Public Works to help identify and establish the right of way island wide for the Government of Guam. Helped establish a right of way data base which Guam's Department of Public Works and other governmental agencies could use for future highway and utility projects. Established the needed right of way documents so the Government of Guam could certify FHWA projects for construction in preparation of the future military buildup on the island. Also provided right of way expertise to identify where the right of way is located along the highways and routes on the island. Provided right of way expertise in getting 45 intersections certified for installation of new LED signal equipment upgrades, cleared right of way for 20 miles of new guardrail replacement and highway stripping island wide and 50 miles of new pavement overlays for a number of different routes around the island. Helped write and reviewed the Territory of Guam's Right of Way manual making sure it was in compliance with the Uniform Standards of professional Appraisal Practice (USPAP), 23 CFR Part 710 and 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

## **Highway Projects**

I-15 Corridor Reconstruction Design-Build Project: This project was a 17 mile segment of I-15 running through the middle of Salt Lake County. There were 180 ownerships valued over \$80 million. LaMar was responsible for getting the ownerships appraised and reviewed in a timely manner and turned over to the acquisition supervisor to begin the negotiation process, met with property owners to discuss the project and work out problems affecting their property. Worked with the acquisition supervisor on valuation disputed and the attorney General's Office on condemnation settlements.

North Valley Landfill Road, Logan, Utah: Right of Way Lead / Acquisition Agent; acquired 24 partial acquisitions for the widening of a farm road to be used as the main road to a new landfill that Logan City was constructing in the northwest corner of Cache County. Worked with the project manager to work out questions property owners had and to submit in payment requests for signed acquisition contracts. Right of Way project value over \$200,000.

Various Utah Department of Transportation projects. Project Right of Way Lead Manager, working with Project Manager and design engineer to work out problems. Worked with appraisers to determine the valuation of the needed right of way and working with UDOT's appraisal reviewer to get the appraisals reviewed and have Just Compensation Value set. Meet and make offers to the various property owners in regards to acquiring the needed right of way for the project. Tracked the status of the right of way for the project.

## **Local Government Right of Way Projects:**

### **Salt Lake County**

Andrea Pullos, P.E.  
County Transportation Engineer/Manager for the project  
Office: 801-468-6600

2300 East, I-80 to 3900 South, Salt Lake County, Utah  
Time to complete Project: Approx. 15 – 16 months

Approximately 200 parcels either as a fee acquisition or temporary or perpetual easements. LaMar did over 100 Administrative Compensation Estimates (ACE's). To widen and put in a sidewalk.

David Osbourn, P.E.  
Stanley Consultants  
Office: 801-269-3897  
Cell: 801-230-8088

Buttercup Ped. Bridge  
Time to complete Project: 1 month

LaMar secured 2 parcels for the project. One from the Canyon School District and the other from the Salt Lake County Library Department. Both acquisitions required Salt Lake County Library Board approval and the Canyon School District Board's approval. The parcels were needed to build a ped bridge over 1300 East to the Edgemont Middle School for student safety crossing the busy 1300 East road.

### **Box Elder County**

Bill Gilson, P.E.  
Road Supervisor, Box Elder County  
Office: 435-257-5450  
Cell Phone: 435-279-3370

Iowa String Bridges  
Time to complete Project: 7 days

LaMar acquired 5 parcels and did and got approved 5 Administrative Compensation Estimates (ACE's) for two bridge widening project in Corrine, Utah.

### **Logan City:**

Lance Houser, P.E.  
Assistant City Engineer for Logan City  
(Lance is currently the Senior Project Engineer for Frandson Civil Engineers, Logan, Utah)  
Cell Phone: 435-994-1478

Blacksmith Fork River Flood Control Project  
Time to Complete Project: 3 ½ months

Blacksmith Fork River Flood Control Project, Logan, Utah. Right of Way Lead Agent and Oversight Manager, 20 ownerships / 18 appraisals 2 ACE's, 18 relocations. LaMar worked with Hansen Engineers out of Brigham City to prepare the deeds for the total acquisitions and with the title company on all closings. Worked with the Assistant City Engineer on this project which was to build a flood control levee along the Blacksmith Fork River to protect the abutting subdivision that floods during the spring run-off. The Federal Agency that was funding over 75% of the project, it was their policy to pay the property owners of the homes 10% over the appraised value of the home as their relocation benefit. LaMar handled the relocations for the 17 homes under this relocation process for the City of Logan. The 18<sup>th</sup> home was tied up in bankruptcy and foreclosure with the mortgage company. LaMar was able to acquire the home out of bankruptcy and foreclosure for Logan City. Came in ahead of schedule and under budget.

### **Lehi City:**

Brad Kenison, P.E.

Assistant City Engineer / Project Manager for Lehi

Office: 385-201-2529

Cell: 801-836-1020

email: [bkenison@lehi-ut.gov](mailto:bkenison@lehi-ut.gov)

1200 West, I-15 to Timpanogos Highway

Time to Complete Project: 5 months

LaMar acquired 24 parcels, oversaw 15 appraisals and performed 2 ACE's on commercial, residential and industrial parcels. The project was a trail and road widening / signalizations project for Lehi City.

Lorin T. Powell, P.E.

City Engineer for Lehi City

Office 385-201-2529

Cell: 801-836-1021

2300 West Road Construction, Lehi, Utah

Time to complete project: 4 months

LaMar oversaw 1 appraisal and did 27 ACE's and acquired 28 parcels of land for the construction of the last section of new road (2300 West) between 2200 North and Pointe Meadow Drive, Lehi, Utah.

### **Millcreek City:**

Frederick Lutze, P.E.

Assistant City Engineer for Millcreek City

Office: 801-214-2720

Cell: 801-688-8604

Upland Drive Sidewalk Project

Time to Complete Project: 3 ½ months

LaMar acquired 24 permits to enter and construct and cost to cure contracts, he performed 1 ACE on a small corner clip fee take. The project needed to be completely acquired prior to school getting out for the summer so the contractor could construct the sidewalk while school was out and have it ready when school started the end of August.

### **Murray City:**

Trae Stokes, P.E.  
Murray City Engineer  
Office:801-270-2440  
Office: 801-270-2401

Vine Street, 1000 East to 1300 East  
Time to Complete Project: 5 ½ months

LaMar acquired 13 parcels including one from the LDS Church which took 3 ½ - 4 months, performed 3 ACE's and oversaw 10 appraisals and reviews.

Trae Stokes, P.E.  
Murray City Engineer  
Office:801-270-2440  
Office: 801-270-2401

5900 South, State Street to 700 West  
Time to Complete Project: 6 ½ months

5900 South: State Street to 700 West, Murray, Utah: Right of Way Lead Agent, approximately 75 ownerships, prepared the right of way cost estimate, performed 70 ACE's and oversaw 5 appraisals and reviews, weekly status reports and attended meeting when requested to. Worked with acquisition agents and property owners to come to an agreement on the purchase price when needed.

### **Perry City**

Brett Jones, P.E.  
Perry City Engineer  
Cell: 801-391-0034  
Office: 801-476-9769

1100 West to 1200 West Corridor  
Time to Complete Project approx... 9 months

1100 West to 1200 West Corridor, Perry, Utah: Right of Way Lead Agent, approximately 14 parcels with 8 ownerships, oversaw 14 appraisals and reviews, attended project meetings or conference calls when requested. Met with property owners and acquired the needed parcels of land for the highway project. Worked with Cottonwood Title Company in Layton, Utah and Perry City on the closing of the acquired parcels.

## Local Government Oversight

Utah Department of Transportation's Right of Way Local Government Right of Way Manager working with all municipalities in the State of Utah who received federal funds for their highway projects. LaMar provided oversight and training to city and county elected officials and employees on the federal and state rules and regulations affecting their projects as it relates to ROW acquisitions and relocations on Federal Aid Projects. He was their point of contact for all local government's concerning right of way questions. He worked with cities and counties to help get their Right of Way Funding and Cooperative Agreements and resource plan in place with FHWA to begin their projects. He has and is working with the Bureau of Indian Affairs on highway projects affecting Native American Reservations.

## IV Management Approach

### **REAL ESTATE RIGHT OF WAY PROCESS / METHODOLOGY / PHILOSOPHIES FOR THE SOUTH WEBER CITY ACQUISITION SERVICES RFP**

- Be the project Real Estate / Right of Way Agent
- Right of Way value oversight with the appraiser and appraisal reviewer
- Work closely with South Weber City / Jones Civil Engineering or who will provide public involvement oversight for the project
- Perform Administrative Compensation Estimates (ACE's)
- Prepare Statements of Just Compensation of Value for the City to review and approve before any offers are made
- Help identify all potentially affected property owners along the project corridor
- Prioritize all property owners who require the longest time to clear right of way for the project (LDS Church, out of state property owners, etc.)
- Identify the point of contact with the major stake holders on the project (property owners, businesses, etc.)
- Work with design engineers to help resolve right of way or real estate issues affecting the design in regards to the alignment
- Meet with property owners to explain the project and answer any questions
- Prepare Right of Way acquisition packets
- Make offers to property owners to acquire the needed right of way or real estate for the project
- Meet with South Weber City / Jones Civil Engineering Project Manager to deliver the property owner signed acquisition files so they could be reviewed and signed by South Weber City / Jones Civil Engineering
- Maintain a right of way contact log for each acquired parcel
- Work with the South Weber City / Jones Civil Engineering Project Manager to make sure the project is in compliance with Federal and State Policies, Procedures, Rules and Regulations in regards to right of way and real estate acquisitions
- Make sure the project has enough right of way resources available to make sure the project comes in on time and on budget

- Be the Real Estate / Right of Way Resource person for the project, team members or city officials or staff as needed
- Will oversee ordering preliminary title reports on an as needed basis
- Provide real estate / right of way input during public meetings or open houses

### **V Real Estate Acquisition Services Fees**

- |  |                  |
|--|------------------|
| • Administrative Compensation Estimates (ACE)  | \$ 600.00        |
| • Acquisitions<br>(residential, commercial, Industrial, vacant land)   | \$1,500.00       |
| • Permits to Enter and Construct   | \$ 500.00        |
| • Hourly rate<br>(attend project meetings, public meetings and open houses, Review appraisals if needed, order appraisals) | \$ 125.00 / hour |

If an appraisal needs to be done, the cost of the appraisal will be billed as part of the project at the cost of the appraisal with no mark up.

If a surplus parcel of land owned by South Weber City needs to be listed or purchased off of the Salt Lake Board of Realtors MLS (Multiple Listing Service) the industry standard is 6% (3% to the listing brokerage and 3% to the selling brokerage). LaMar A. Mabey & Associates, Inc. would be being willing to list or purchase the property for South Weber City and have the commission be the fee and will not need to bill the City.

South Weber City / Jones Civil Engineering will provide legal descriptions, deeds, maps and exhibits for the project and parcels that needs to be acquired. LaMar A. Mabey & Associates, Inc. will prepare the right of way contracts, purchase agreements, ACE's, negotiator's logs, etc.. If title reports need to be performed, LaMar will contact Cottonwood Title (formerly Founders Title) in Layton to have them perform any title work or closings if requested or would use the title company the City would like to use or contract with.

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

**DATE ISSUED:** 03/03/2020

**EXPIRATION DATE:** 02/28/2022

**LICENSE NUMBER:** 5454131-PB00

**LICENSE TYPE:** Principal Broker

**ISSUED TO:** LAMAR A MABEY  
10511 HIGHLINE CIRCLE  
SOUTH JORDAN UT 84095



*Lamar A Mabey*  
SIGNATURE OF HOLDER

*[Signature]*  
REAL ESTATE DIVISION DIRECTOR

**EXHIBIT 4**  
**PROFESSIONAL SERVICES**  
**AGREEMENT ON-CALL PROPERTY**  
**ACQUISITION SERVICES WITH**  
**MERIDIAN ENGINEERING**

**PROFESSIONAL SERVICES AGREEMENT  
ON-CALL PROPERTY ACQUISITION SERVICES**

This Professional Services Agreement for Property Acquisition Services (the "Agreement") is entered into on the 26th day of May, 2020, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "City"), and **[CONSULTANT NAME]** (the "Consultant"). The City and the Consultant may be hereafter referred to individually as a "party" and collectively as the "parties."

**RECITALS**

**WHEREAS**, City advertised a Request for Proposals ("RFP"), attached hereto as **Exhibit "A"** and received proposals from various qualified firms on May 18, 2020; and

**WHEREAS**, in response to the RFP, Consultant provided a proposal in response to the RFP ("Proposal"), attached hereto as **Exhibit "B"**; and

**WHEREAS**, City selected Consultant to be in a pool of firms approved to provide negotiation and property acquisition services on as-needed basis; and

**WHEREAS**, City will determine, in its sole discretion, when a need for work exists under this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Scope of Services.** City may request acquisition services from Consultant on as as-needed basis as more specifically described in the City's RFP and the Consultant's Proposal. As the need arises, City will prepare a scope of services for a specific project. Upon request, Consultant shall provide a project-specific fee and schedule for consideration by the City.

2. **Compensation.** The compensation for any work requested under this Agreement shall be given at the rate(s) specified in each project-specific proposal, and shall not to exceed the total budget established for each project. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement for each project.

3. **Requests for Payment.** Invoices for progress payment may be submitted to the City (Accounts Payable) on a frequency not exceeding monthly. Invoice content shall, at a minimum, contain the following: reference to the associated Project; established budget; percentage completed; and a detailed breakdown of rates, specific employee(s), and dates worked. City agrees, within thirty (30) days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reasons for refusing to approve payment. Once corrected and approved, the City agrees, within thirty (30) days, the approved amount will be paid.

4. **Non-Guarantee of Work.** City will determine, in its sole discretion, when a need for work exists under this Agreement. City may have qualified more than one Consultant for a particular type of work

and City does not guarantee a specific quantity of work to any Consultant either in terms of the number or value of Project(s). In some instances, City may determine that work which could be performed under this Agreement should be put out for separate bid or that a request for proposal will be issued to Consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

5. **Independent Contractor.** Consultant shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the City. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, Consultant shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of City for independent contractors, as adopted from time to time by City.

6. **Standard of Performance / Professionalism.** Consultant acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Consultant agrees to perform the services under this Agreement with the level of professionalism expected in its industry in the community. Further, Consultant, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interest of the City. Consultant further agrees that it will not accept any fee or financial remuneration from any entity or person other than City for its performance under this Agreement. The Consultant shall without delay correct any problem or deficiency arising out of its failure to meet this standard of performance without additional cost to the City.

7. **Ethical Standards.** Consultant represents that it has and shall not:

a. Provide(d) an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee or relative of business entity of a former City officer or employee;

b. Retain(d) any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or other bona fide commercial agencies established for the purpose of securing business;

c. Breach(ed) any of the ethical standards set forth in State statute or South Weber City Ordinance 2-1-190; nor

d. Knowingly influence(d) any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City Ordinances.

8. **Confidentiality.** Consultant shall hold all information provided to it by City for the purpose of its performance of this Agreement, whether provided in written or other form, in strict confidence; shall make no use thereof other than for the performance of the Agreement; and shall not release any of said information to any third party, any member of the Consultant's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Consultant in performance of this Agreement shall also be held confidential by Consultant. City shall have the sole obligation of privilege of releasing such information as required by law.

9. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform.

10. **Termination.**

a. Termination for Default. City may terminate this Agreement for an "Event of Default" as defined, upon written notice from City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to City.

c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a Party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 days after written notice to the Party failing to make such payment; (b) a Party hereto fails to perform any of its material obligations and such failure continues for a period of 30 days after written notice to such defaulting Party; or (c) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

d. Force Majeure. Neither Party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that Party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Termination for Convenience. City reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever City determines, in its sole discretion that it is in the City's interest to do so. If City elects to exercise this right, City shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. 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.

11. **Term and Renewal.** The term of this Agreement is for three (3) years. Upon review by City, the Agreement may be extended for two (2) additional years. The total term of the Agreement; however, shall not exceed five (5) years.

**12. Consultant's Working Files and Accounting Records.**

a. Working Files. Consultant shall maintain files containing all work documentation, including calculations, assumptions, interpretations, or regulations, sources of information, and raw data generated, produced, created, or required in performing this Agreement. Consultant shall provide City copies of information contained in Consultant's working files upon City's request, and such copies shall become property of the City upon delivery.

b. Accounting Records. Consultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 3. Consultant shall retain and make such records available to City for its examination during Consultant's normal business hours for a period of three (3) years after Consultant submits its final invoice to City.

c. Audit. City may, in its sole discretion, audit any invoice or statement of cost submitted by Consultant, at any time, as long as the City gives Consultant written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after Consultant submits its final invoice to City.

**13. Insurance.**

a. Consultant, as its own cost, shall secure and maintain during the term of this Agreement, the following minimum coverage:

i. Worker's Compensation and Employer's Liability. As required by the State of Utah.

ii. Commercial General Liability. Minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.

iii. Professional Liability. Minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.

iv. Commercial Automobile Liability. Minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

b. All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah that are currently rated A- or better by A.M. Best or listed in the United States Treasury Department's current listing of Approved Sureties, as amended.

c. The Consultant shall furnish certificates of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to the execution of the Agreement. Consultant shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies through the life of this Agreement.

d. The Consultant's insurance policies shall be primary and non-contributory to any other coverage available to the City. The worker's compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

e. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Consultant shall provide a new certificate of insurance within thirty (30)

days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

f. All required policies shall provide coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the City.

g. In the event the Consultant fails to maintain and keep in force any insurance policies as required herein, City shall have the right at its sole discretion, to obtain such coverage and reduce payments to Consultant for the costs of said insurance.

14. **Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

City  
South Weber City  
David Larson, City Manager  
1600 E. South Weber Drive  
South Weber, UT 84405  
801-479-3177  
[dlarson@southwebercity.com](mailto:dlarson@southwebercity.com)

Consultant  
[Meridian Engineering, Inc.](#)  
[Shannon M. Graham, Acquisition Mgr.](#)  
1628 W 11010 S #102  
South Jordan UT 84095  
208-559-2917  
[sgraham@meiamerica.com](mailto:sgraham@meiamerica.com)

The authorized representative(s) shall have full power to bind City and Consultant in decisions related to a Project and not requiring approval of City's elected representatives, unless otherwise required by City's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

15. **Equal Opportunity.** To the extent applicable hereto, Consultant will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

a. The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Consultant.

b. The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Consultant.

c. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules

and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means Consultant and "Contract" means this Agreement.

16. **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 Consultant of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Consultant 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.

17. **Conflict of Interest.** None of City's elected representatives or its employees, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further agrees that in the performance of this Agreement no person have such interest shall be employed.

18. **Indemnification.** Consultant agrees to indemnify, hold harmless, and defend 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 Consultant, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workman and suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Consultant's breach of this Agreement or any acts or omissions of or by Consultant, its agents, representatives, officers, employees, or subcontractors in connection with its performance of this Agreement. Consultant agrees that its duty to defend and 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.

19. **Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents, and assigns.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.

21. **Arbitration.** Any difference, dispute, claim, or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

22. **Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

23. **Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any

waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

24. **No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

25. **Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

26. **Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

27. **Certification of Eligibility.** Consultant certifies that neither the Consultant nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

\_\_\_\_\_  
David J. Larson, City Manager

Date: \_\_\_\_\_

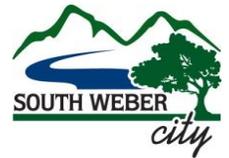
\_\_\_\_\_  
Attest: City Recorder, Lisa Smith

**Meridian Engineering, Inc.**

\_\_\_\_\_  
Shannon M. Graham, Acquisition Manager

Date: \_\_\_\_\_

**EXHIBIT A – Request for Proposals & Addenda**



**SOUTH WEBER CITY  
REQUEST FOR PROPOSALS  
ON-CALL PROPERTY ACQUISITION SERVICES**

Advertisement

South Weber City is accepting proposals from qualified property acquisition agents/firms interested in submitting qualifications and proposals for the acquisition of property and easements within South Weber City on an on-call basis.

It is the intention of the City to select several agents firms to create a pool of pre-qualified property acquisition agents/firms for a term of three (3) years. Consultants will be selected based on qualifications, experience, and fee. Consultants who submit proposals may be interviewed for final selection. Selected Consultants are expected to be available to begin work on or after June 1, 2020.

South Weber City will make the Request for Proposals (RFP) available to any interested parties from the City's website: [www.southwebercity.com](http://www.southwebercity.com) and the City Engineer's website: [www.jonescivil.com](http://www.jonescivil.com). Interested parties are responsible for monitoring the website(s) for information concerning the RFP and any addenda issued.

Closing Date for Questions is Thursday, May 14 at 12:00 p.m.

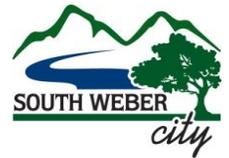
Closing Date for Receipt of Proposals is Monday, May 18, 2020 at 3:00 p.m.

See full RFP for full schedule and details.

Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to select the Proposals that are the most advantageous to the City.

Owner: South Weber City  
By: Lisa Smith  
Title: City Recorder  
Date: 05/06/2020

Publish: May 7 & 14, 2020



## **REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES**

### **I. INTRODUCTION**

South Weber City ("City") is seeking proposals from qualified and experienced Property Acquisition Consultants ("Consultant") to provide negotiation and acquisition services for South Weber City on an as-needed basis ("Project"). No guarantee of the actual service requirement is implied or expressed by this solicitation. Service requirements will be determined by actual need. The City intends to create a pool of qualified consultants for work needed in the next three (3) years.

### **II. SERVICES**

#### **A. General Scope**

As necessary, Consultant will coordinate efforts for the purchase of 1) fee simple ownership of property, 2) easements, and 3) temporary construction easements. Applicants must follow the requirements imposed by City ordinance and State law associated with the acquisition of property. Procedure shall ensure that should the City have to use eminent domain powers, all previous requirements are met.

Consultant will be required to coordinate with the designated City Representative.

City will provide property survey and legal descriptions to the Acquisition Consultant. Consultant is responsible for coordinating and developing the title work and the documents necessary for property and/or easement acquisition.

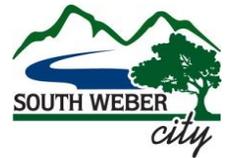
Consultant may be responsible to provide property appraisals services and complete an assessment package for the title company, when necessary.

City shall contract with a title company to complete the closing fees for a marketable title. City shall request the funds to be remitted to the title company to complete the transaction.

#### **B. Minimum Requirements**

Consultant shall:

1. Be able to document at least five (5) years of experience in residential, commercial, land and industrial real estate.
2. Be familiar with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
3. Hold a current Utah Real Estate license as an Agent or Broker.
4. Be familiar with reading and interpreting right-of-way maps, deeds, engineering drawings, and blueprints.
5. Have at least three (3) years' experience working with public entities in Utah.



### **C. Duration of Contract**

The duration of this contract is three (3) years and will automatically renew annually for a period of one (1) year, unless 30 days written notice is given by either party to the other. The total contract time shall not exceed five (5) years.

City reserves the right to review contracts on a regular basis regarding performance and service elements during the term of the contracts.

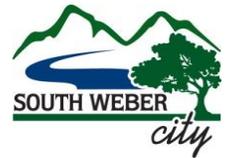
### **D. Deliverables**

1. Consultant will make initial contact with property owners to coordinate appraisals, feedback, and help circulate relevant project information.
2. Consultant will work with the Surveyor to provide accurate legal information to property owners and other professionals involved in the process.
3. Consultant will provide/coordinate appraisal services which are sufficient to establish the appropriate compensation to be paid to property owners for each easement, parcel or portion thereof which is acquired for the Project. Consultant shall prepare and review all appraisal reports submitted for the acquisition. All appraisals must be completed under the Uniform Standards of Professional Appraisal Practice by a Certified General Appraiser. Consultant will provide City a Just Compensation document to sign before presenting offer to property owner. Consultant will not make an offer to property owner without City's consent and agreement to offer.
4. Consultant will make contact with property owners, present offers, negotiate on behalf of the City, and provide all necessary real estate documents associated with the sale of property or purchase of easement to the City.
5. Consultant will provide the City with acquisition packets complete with title reports and warranty deeds and/or easements for all parcels or portions thereof which are to be acquired for the project for final review and approval.
6. Eminent domain work will be performed by City in the unlikely event it is warranted.
7. Other items as required by the scope of the project.

### **E. Insurance Requirements**

Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

1. Workers' compensation and employer's liability insurance as required by the State of Utah.
2. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
3. Professional liability insurance in the minimum of amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.



4. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.

### III. INSTRUCTIONS TO APPLICANTS

#### A. Timetable

The following timetable has been established for this project:

1. Questions Deadline: Thursday, May 14, 2020 at 12:00 p.m.
2. Addenda Deadline: Thursday, May 14, 2020 at 5:00 PM
3. Submission Deadline: Monday, May 18, 2020 at 3:00 PM, local time (via email)
4. Approximate Notice of Award: On or around May 27, 2020

#### B. Procedure

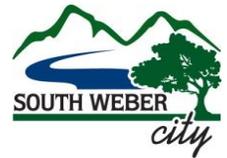
The procedure for response to this request, evaluation of qualifications, and selection of Consultant(s) is as follows:

1. Interested entities will prepare and submit their proposal according to the Timetable contained in Subsection III-A above.
2. City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria.
3. Oral presentations from top ranked applicants may be requested by the City.
4. City will select applicant(s) based on the review of the proposals and subsequent oral presentations.
5. Recommendation of Award will be presented to City Council for consideration.
6. If approved by City Council, a Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be negotiated between the City and the selected applicant(s).

#### C. Submittal

1. All questions should be submitted to Dana Shuler at [dana@jonescivil.com](mailto:dana@jonescivil.com) by the deadline shown above.
2. Proposals will only be accepted by email. Each proposal shall be submitted to:
  - a. Lisa Smith at: [LSmith@southwebercity.com](mailto:LSmith@southwebercity.com) **AND**
  - b. Dana Shuler at : [Dana@jonescivil.com](mailto:Dana@jonescivil.com)

Proposals must be received by the Submission Deadline. South Weber City will not accept any late proposals or proposals submitted by any other method.



Proposals shall be one (1) pdf document and shall not exceed **5 MB**.

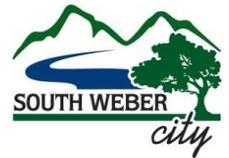
3. Submittals must be complete in meeting the requirements of this request. The City reserves the right to request that the Applicant clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Additional information provided after the deadline will not be considered unless specifically requested by the City.

#### **D. Submittal Organization and Content**

The comprehensive RFP response shall include all requested information and documentation. Incomplete submittals may be deemed non-responsive.

Submittals shall contain no more than fifteen (15) pages, excluding resumes and copies of licenses. The submittal shall include the following:

1. Transmittal Letter: The letter of transmittal shall be on official business letterhead and shall include the following:
  - a. A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP or exceptions taken thereto.
  - b. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
  - c. A certification statement to the effect that the person signing the submittal is authorized to do so on behalf of the respondent.
  - d. Name of the key contact person with his/her title and telephone numbers.
2. Qualifications: This section is an indication of ability to perform the required services and understanding of the purpose and scope of the proposed services.
  - a. Provide a brief description of Respondent's historical background, scope and nature of services routinely provided, and its capabilities.
  - b. Identify the type of business (corporation, partnership, sole proprietor, etc.) and license number to do business in the State of Utah.
  - c. Describe knowledge with all aspects of real estate transactions, including negotiation, purchase contracts, appraisals, and title insurance.
  - d. Provide documentation for current Utah Real Estate license as an Agent or Broker.
  - e. Describe knowledge with reading and interpreting right-of-way and property maps, deeds, engineering drawings, and blueprints.
  - f. Describe support personnel and all necessary equipment to provide the services outlined in this Request for Proposals.

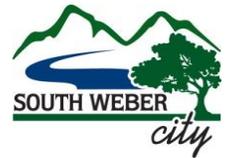


3. Experience: This section should describe the Respondent's experience on recent projects, including the individual team members' involvement on the specific projects described. Project information and plans for the identified projects should be briefly included.
  - a. Respondent should describe their familiarity with sections 10-8-2 and 78B-6-5 of the Utah Code.
  - b. Provide detailed relevant experience of similar projects which shall include name of client, contact person and current phone number, email, brief description of service performed, date of services, total contract amount, and any other pertinent information regarding the experience.
  - c. Document at least five (5) years of experience in commercial, land, industrial, and residential real estate work.
  - d. Document at least three (3) years of experience working with public entities.
4. Key Personnel and Project Team: This section should contain the following information:
  - a. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities.
  - b. The percentage of the work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations.
  - c. Provide professional credentials, certifications, resumes, licenses, and experience of project team.
  - d. If any part of the work will be provided by subconsultants, state the company name and their role in projects. Consultant will be responsible for verifying the qualification and validity of all licenses or permits for any outsourced work to subcontractors.
5. Fee Proposal: The fee proposal shall include lump sum costs for:
  - a. Acquisition services per residential parcel.
  - b. Preparation of documents.
  - c. Administrative Compensation Estimate (for values under \$10,000).
  - d. Expected reimbursables rate and subconsultants mark-up rate.

Actual costs may be determined on a per project basis depending on the property type and complexity of the project.

#### **E. Oral Presentation/Interview**

As part of the evaluation process, City may elect to invite selected respondents to make oral presentations to the City and/or respond to the panel's questions. These presentations must be



made by the same project team personnel who will be assigned to the project should the Respondent be awarded the contract.

#### **F. Evaluation Criteria**

IV. The City shall establish a selection committee that will evaluate and rate each proposal based on the criteria and weights shown below. Evaluations for each proposal will be tallied to determine the final proposal score. Highest ranking applicants will be recommended to the City Council for inclusion into the pool. Submittal of an incomplete proposal or a proposal that does not follow the instructions in paragraphs above is grounds for disqualification.

1. Transmittal Letter (5%): Complete information as requested.
2. Qualifications (20%): Knowledge and ability of Respondent to perform the services required.
3. Experience (20%): This category deals with the Respondent's performance on prior local projects.
4. Key Personnel and Project Team (20%): This category deals with the education, training, and experience level of key personnel proposed, as well as previous experience working together as a team.
5. Fee Proposal (20%): Value of Respondent's services.
6. Optional oral presentation (15%).

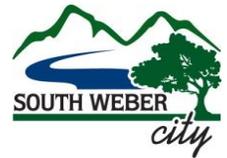
#### **V. OTHER**

##### **A. Submittal Ownership**

All proposals (and the information contained therein) shall become the property of the City. Respondents should carefully consider the items submitted before submitting items that would not be disposable to the Respondent. Submittals may be reviewed and evaluated by any person at the discretion of the City. No submittal shall be returned to the Respondent regardless of the outcome of the selection process.

##### **B. Acceptance of Proposal**

1. The City reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all submittals pursuant to this request for proposals.
2. The Respondent agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the Respondent for any costs or expenses incurred in connection with this request, or Respondent's response.



**C. Withdrawal of Submittal**

The submittal may be withdrawn upon request by the Respondent without prejudice.

**D. Submittal Cost**

Cost for developing submittals and subsequent presentations are entirely the responsibility of the Respondent and shall not be chargeable in any manner to the City.

**E. Reservation of Rights**

The City reserves rights to:

1. Reject any and all submittals received in response to this RFP.
2. Waive or modify any informalities or irregularities in submittals at the sole discretion of the City, which is determined to serve the best interest of the City.
3. Request additional information or modifications from applicants prior to award if such is in the best interests of the City.
4. Use any ideas submitted in the submittals received, unless covered by legal patent or proprietary rights. Selection or rejection of the submittal does not affect this right.
5. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified respondents that submitted acceptable proposals.
6. Cancel or modify the terms of this RFP and or the project at any time and for any reason preceding the execution of a contract.
7. The City shall be the sole judge of the merits of the respective proposals received.

**F. Public Record**

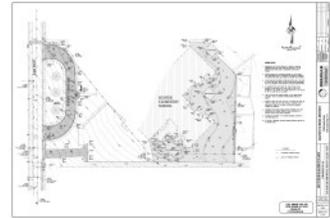
In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Respondent may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Respondent must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

**EXHIBIT B – Response to Request for Proposals**

Surveying / Mapping & ROW



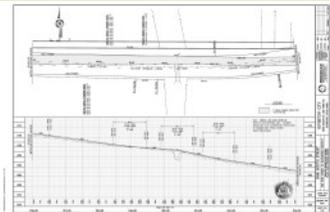
Civil Engineering Site Design



Utility Design & Relocation



Roadway Design



ROW Design & GIS

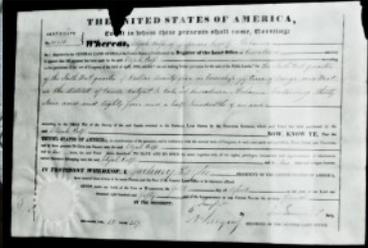


Meridian Engineering, Inc.

9217 So. Redwood Road  
Suite A  
West Jordan, Utah  
84088

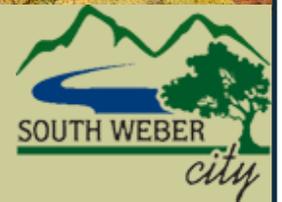
Phone: 801.569.1315  
Fax: 801.569.1319  
www.meiamerica.com

# Meridian Engineering, Inc.



## SOUTH WEBER CITY

1600 East South Weber Drive, South Weber City, UT 84405



### REQUEST FOR PROPOSALS ON-CALL PROPERTY ACQUISITION SERVICES

May 18, 2020

#### Acquisition & Relocation Specialists

- Acquisition Services
- Relocations (Residential)
- Relocations (Non-Residential)
- Lead Agent Services (Complex Projects)
- Lead Agent Services (Non-Complex Projects)

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## 1: Transmittal Letter

**South Weber City**  
1600 E South Weber Drive  
South Weber City, UT 84405

May 18, 2020

**Attn:** Lisa Smith, South Weber City Recorder  
**Re:** On-Call Property Acquisition Services

1. Meridian Engineering, Inc. (Meridian) is pleased to submit our qualifications for evaluation. Our staff is expertly qualified and experienced, and are prepared to support South Weber City with On-Call Property Acquisition Services.
2. In response to the RFP requirements, Meridian does hereby acknowledge our intention to participate in a contract with South Weber City, and does further stipulate and certify to the following:
3. Meridian will comply with all terms and conditions as indicated in the RFP.
4. Meridian does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
5. Darryl J. Fenn, PLS, is President and Principal owner of Meridian Engineering with full rights of signing authority for the company. Shannon Graham serves as Meridian's Right-of-Way Acquisition Manager and will serve as the RFP's primary contact.
6. Meridian's office number is 801.569.1315. This projects key contacts (Emails and Mobile Number's) are:

Primary: **Shannon M Graham, Acquisition Manager**  
Mobile: 208.559.2917      Email: sgraham@meiamerica.com

1st Backup: **Darryl J. Fenn, PLS, President**  
Mobile: 801.244.3507      Email: dfenn@meiamerica.com

2nd Backup: **Darren Williams, PLS, Northern Utah Project Manager**  
Mobile: 801.458.1891      Email: dwilliams@meiamerica.com

3rd Backup: **Tyler J. Baron, PLS, Right-of-Way Design Manager**  
Mobile: 801.673.1792      Email: tbaron@meiamerica.com

Respectfully,

Darryl J. Fenn, PLS, President  
**Meridian Engineering, Inc.**

## 2: Qualifications

### 2a. Historical Background:

Meridian was established in 1997 as a consulting engineering and surveying firm. Our headquarters was made in West Jordan, Utah, a suburb of Salt Lake City.

Our founders are still actively involved in Meridian's day-by-day operations. All are long-term or life residents of Utah.

Primarily, our organization was established to serve the transportation and right-of-way needs of UDOT and all local Utah counties and cities.

To-date; our services and expert capabilities include, but are not limited to:

Surveying and Mapping: (includes topographic, boundary, volumetrics/quantifications, construction layout, control networks, forensic, sUAS and LiDAR.)

Right-of-Way Design: (includes of research, plans, conveyance documents, ePM documentation, and monumentation.)

Right-of-Way Acquisitions: (includes of acquisitions, residential and commercial relocations, complex and non-complex lead agent projects, agent logging, ePM uploads and title prep and closing assistance.)

Utility Design & Coordination: (includes design, relocations, valuations, permitting and clash analysis.)

Civil Engineering: (includes site civil, minor structures, drainage, planning, studies, construction observation services and architectural support.)

Transportation Engineering: (includes preconstruction services, roadway and highway design, plans, specifications

and estimates, construction management services, traffic analysis and concept planning.)

#### WACOG Experience:

Meridian has experience with multiple WACOG funded projects, including 2550 North (Pleasant View), Washington Boulevard (North Ogden), Monroe Boulevard (North Ogden), 2600 North (North Ogden), 20th Street (Ogden), 3300 South (Weber County), Frontrunner North Extension (UTA and Ogden).

This experience has allowed us the opportunity to work closely with Mayors and City Council Members to address community concerns and create solutions for their projects.

We understand the difference between the UDOT process and WACOG requirements, and we will use this knowledge to ensure this project is a success.

### 2b. Organization.

Meridian Engineering is organized and incorporated as a For-Profit, "S-Corp" within the State of Utah. Our tax identification number is: 20-0497879.

### 2c. Real Estate Knowledge

Meridian has performed all aspects of the right of way process from title search through closing and final file delivery to the client.

If there are federal funds involved, all projects requiring right-of-way have multiple steps required by Federal regulations. If the sole source of project funding comes from the local municipality, acquisitions are made in accordance with state statute and regulatory processes.

However, it should be stressed that if federal or WACOG funds are involved,

governing regulations must be followed.

Typical steps leading to municipal transactions include title research/title commitments, plan production, survey, appraisal, appraisal review, prepare legal descriptions, conveyance documents, acquisition services and closing that results in a title transfer and, unless self-insured, a title insurance policy. In the unlikely event that a parcel cannot be negotiated, condemnation and expert testimony support on behalf of the client.

There are also tools in the tool shed that can be pulled out for different situations. One of those is if the agency wants to construct on a parcel before final negotiations have been complete is a Right of Occupancy Agreement.

Additionally, the use of options to purchase can be employed. These are mainly used when the agency is looking at a corridor but has not finalized plans but wishes to tie up the property.

## 2d. Real Estate Licensing and Broker Relationship:

Shannon Graham, Meridian's Acquisition Manager currently holds an active Utah Real Estate License. Her brokerage license is pending completion of state's required 30-point system of land sales.

### **BROKER'S NOTE:**

*Shannon has completed and passed the Utah Broker course work and examination.*

*However, Utah has a statutory requirement that 30 points in real estate transactions be earned in a recurring time-frame to meet the broker's qualification in Utah. The 30-points is typically gained through land sales (read: acquisitions and relocations) in Utah.*

Until these points are obtained, Meridian has entered into a relationship with Coldwell Banker. Once the

statutory points are satisfied. Shannon will become Meridian's principal broker.

## 2e. Knowledge of Right-Of-Way:

Since our inception, Meridian has been Utah's leader in planning, preparing and delivering defensible, legal, accurate and quality compliant right-of-way plans, conveyance documents and acquisition support.

Our staff, including Shannon, has expert familiarity with preparing, reading and interpreting right-of-way plans, all sorts or easement conveyance documents, myriad types of conveying deeds, permits, real-estate contracts, as all the various sorts of title work.

Additionally, being an engineering and surveying firm, all our staff are greatly familiar with reading and understanding boundary and topographic survey maps, civil engineering drawings, transportation drawings, various types of county maps, masterplans and other engineering or planning types of maps.

## 2f. Support Personnel and Equipment:

Meridian can be a full service provider, the support services for the acquisition of right-of-way would require, in-house conveyance document preparation, appraisal, appraisal review and title company subcontracting. The acquisition agent needs to have access to printers, mailings, phones and vehicles for meeting with landowners.

In support of our due-diligence and extensive experience, Meridian Engineering Inc. (Meridian) has reviewed the South Weber City (City) *On-Call Property Acquisition Services - RFP* and conducted our own

supplemental research to better understand your projects parameters. In addition, we have reviewed the City's projected growth patterns and have developed a firm understanding of the project requirements.

Meridian's review of South Weber City's General Plan Update from March 2020, indicates the additional population growth will stress the City's infrastructure and, primarily, its roads and highways. The additional capacity needs of existing elements will require expansion and replacement of roadways, utilities and other city-owned facilities. Some of which, with high probability, will need the acquisition of new properties and easements, and expansion of existing rights-of-way.

### 3. Experience

#### 3a. Utah Codes 10-8-2 and 78B-6-5:

**Title 10:** Utah Municipal Code  
**Chapter 8:** Powers and Duties of Municipalities  
**Section 2:** Appropriations—Acquisitions and disposal of property...

For over 23-years, Meridian has served the needs of Utah's municipalities. It is our understanding that this code lays the groundwork for development, preparations and monitoring of annual budgets and project forecasts.

We have relied on our own and legal interpretations of this code to aid our Cities and Counties to access funding streams and appropriations to meet the needs of their infrastructures and local facilities.

Meridian has met and interacted with local and state legislators to specifically discuss and resolve project needs, we

have met the letter of the law through effective documentation and public input and hearings.

We understand the disposal of surplus project property and banked surplus properties and how it can positively impact an active projects budget.

Additionally, we fully understand the 10-8-2 provide the City's authority to enact Eminent Domain.

**Title 78B:** Judicial Code  
**Chapter 8:** Particular Proceedings  
**Section 2:** Eminent Domain

Meridian understands Eminent Domain is the power of South Weber City to take private properties belonging to its citizen's for public use, provided just compensation is paid the owner.

The "Fifth Amendment's" public use clause is employable to South Weber City by way of the "Fourteenth Amendment". However, the taking of property for private use or on behalf of another jurisdiction is unconstitutional.

In Utah, Eminent Domain typically is not enacted until other efforts at negotiating a transaction has failed. However, on some projects with known difficult or opportunistic landowners, a four-option letter may be sent earlier, thus placing on notice to the owner that the City is willing to pursue Eminent Domain if needed.

Eminent Domain may be needed to keep budgets and schedules in tact. Allowing the City to advertise their projects without restrictions to construction.

Condemnation support and coordination with the City's legal staff and/or Attorney General's office is part of Meridian's acquisition services.

### 3b. Relevant Experience:

In relation to the 78B-6-5 Shannon worked for the Idaho Transportation Department and Ada County Highway District. In both positions, part of Shannon's duties was to handle all the dispositions of properties, vacations and acquisitions. The state statutes between Idaho and Utah are very similar and she can rely on the Utah Codes and South Weber's rules to guide her through those that are different.

For 10-8-2, Roughly 95% of the projects that Shannon has worked on for her career in right of way has been working with either direct federal projects or projects that are federally funded. She is an expert in her field, which while that includes acquisitions of rights of way, it also includes many of the other disciplines that pertain to the Uniform Act. All of the projects listed within this proposal whether they are direct or federal aid, follow the same federal guidelines and FHWA oversight. Since 1998, Shannon has worked almost exclusively on projects under **threat of eminent domain**, leading both small and large teams through very complex issues.

#### **18<sup>th</sup> Street to American Legion: City of Mountain Home**

This project had 27 parcels, dealing with Commercial, Industrial, Residential, Public Utility Relocations, Special Purpose Properties (2 Schools and a Church) and Vacant Land. There was little funding for the project, so the client wished for Shannon to attempt to get the properties donated. With the exception of 3 properties, they were all donated. Shannon did all presentations before the City Council and worked with the City to get appropriate federal aid funding through the State. All parcels were delivered with no condemnations.

Reference: Rich Urquidi, Ph. 208.587.2108, Email: [ruquidi@mountain-home.us](mailto:ruquidi@mountain-home.us)

Statistics: Year 2017-2019 Fee \$165,000

#### **Northern Utah County Mitigation Bank: UDOT**

This project was for the purpose of creating mitigation credits for all of the Access Utah County and i-15 projects. Shannon was tasked with negotiating and clearing all of the property for the banking site. The project initially didn't seem complex, but turned out to be one of the most complex projects she has ever completed. The site was surrounded by multiple different utilities, Rocky Mountain Power, UPRR, and County gas and sewer lines. It also was next to Timpanogos Sewer District and Northern Utah County Transfer Station. Shannon worked directly with all of the Utilities, Utah County, Timpanogos, Transfer Station, Pleasant Grove, Saratoga City, Utah County, UDOT and the Army Corps of Engineers to bring the project to a close. This was a multi-year project that included purchase of right of way, trading of right of way, relocation of a business and purchase of the remainder properties.

Reference: Ray Bennett, Ph. 801.633.6245, Email: [raymondbennett@utah.gov](mailto:raymondbennett@utah.gov)

Statistics: Year 2012-2017 Fee \$1,000,000

### 3c. Commercial, Land, Industrial and Real Estate Work (5-Years):

#### ACCESS UTAH - UDOT REGION 3 Shannon Graham, Assistant Program Manager, Lead Agent

PROJECT	PARCELS	WORK PERFORMED
Springville SR-77	Team: 27 parcels, 3 relocations (2 residential and one non-complex partial relocation). Shannon: 15 parcels raw land 2 parcels residential 7 parcels commercial 3 parcels industrial	Fast-paced design-build project. Properties were cleared as they were acquired and relocated. All property was cleared on time.
Pioneer Crossing	Shannon: 6 complex residential and non-residential relocations (mink farm, junk yard, horse property with an arena that was operated as a business, billboards and cell tower) 2 non-complex total residential relocations 100 acquisitions 60 appraisal wavers Parcels were Commercial, Industrial and Residential.	Extremely accelerated design-build project with multiple relocations and very complex acquisitions.  Multiple parcels had to be acquired using Possession Agreements due to the time constraints.  All property was cleared without causing contractor delays
Northern Utah County Mitigation Bank: Identified in 2007 for a possible location to support all of the AUC projects	Shannon: 11 acquisition parcels 1 business relocation Shannon acquired all the right of way and relocation for this project. All parcels were zoned some form of commercial or jurisdictional wetlands.	Shannon worked with the project team, UDOT, the Army Corps of Engineers, Timp. Sewer District, Utah County Public Works, the City of Saratoga, the City of PG, the City of AF, Northern Utah County Waste Transfer Station & others. This was a coordinated effort to relocate a road, utilities, & connections to I-15, on 3 tier proper-ties so the bank site would be amicable to all agencies. There were private property owners & a landscape business that needed relocation. Property was done under possession agree-ments & later cleared so construction could be completed on time, this was also the location of Starline Properties LLC.
Geneva Road	Team: 75 parcels Shannon: Acquired roughly 25 parcels and worked on 2-partial relocations and 1-non-complex business relocation and 1-complex business relocation of a junk yard. Shannon also acquired all of the local agency parcels. The parcels were roughly 75% Industrial, 10% Commercial and 15% Residential properties.	Extremely accelerated design-build project with multiple relocations and very complex acquisitions.  Multiple parcels had to be acquired using Possession Agreements due to the time constraints. All property was cleared without causing contractor delays

Continued on next page:

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Vineyard Connector	Shannon: 12 parcels were acquired. The parcels were mostly vacant land of either commercial, industrial or residential properties.	Corridor preservation project that AUC did to acquire as many parcels as possible within a set budget. Vineyard Connector affected the mitigation bank access to several properties, and Shannon worked with the landowners in the bank site to resolve all those issues.
SR-92; Timp. Hwy	Shannon: 45 Appraisal Waivers	This was an accelerated project schedule/design build. Shannon's role was to QA/QC every file that went out the door and to provide all of the appraisal waivers for UDOT.
Reference:	Bryan Adams      Ph. 801.360.4451	Email: <a href="mailto:bryanadams@utah.gov">bryanadams@utah.gov</a>
	Dan Avila          Ph. 801.367.2435	Email: <a href="mailto:danavila@utah.gov">danavila@utah.gov</a>
	Ray Bennett      Ph. 801.633.6245	Email: <a href="mailto:raymondbennett@utah.gov">raymondbennett@utah.gov</a>

Statistics: Years 2007 - 2016    Contract Total: \$9,000,000

**ADA COUNTY HIGHWAY DISTRICT (ACHD)  
Shannon Graham, Right-of-Way Project Manager and Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
ACHD Relocation Services, Boise	8 relocations; 2 business 6 residential	Assisted ACHD with all their relocation services for 5 years. All were relocated on time and within budget.
Ustick Road Widening; Boise	136 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Complex  Ada County Highway District is the largest condemning agency in Idaho.  Per year, they acquire ~450 parcels and relocate ~10 residential and non-residential properties.
Locust Grove Grade Separation; Boise	17 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex The projects mentioned were performed over 3 years.

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Locust Grove Franklin to Fairview; Boise	22 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex	Ada County Highway District is the largest condemning agency in Idaho.
3-Cities River Crossing; Boise, Eagle and Star	16 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Complex	Per year, they acquire ~450 parcels and relocate ~10 residential and non-residential properties.
Overland Road, Topaz to Cloverdale; Boise	7 Parcels The project had Residential, Commercial, Industrial, Special Purpose Properties. Also multiple utility relocations.	Non-Complex	The projects mentioned were performed over 3 years.

Reference: Dave Serter Ph. 801.915.4209 Email: [dserdar@achdidaho.org](mailto:dserdar@achdidaho.org)

Statistics: No Contract Value, Employed with Ada County Highway District

**CITY OF NAMPA**  
**Shannon Graham, Right-of-Way Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED	COMPLEXITY
Happy Valley Roundabout ROW Acquisition Canyon, County, ID	8 assigned 1 relocated	Full ROW services on behalf of the City of Nampa for a roundabout that replaced a four-way intersection with a high accident rate on the corner of Happy Valley and Greenhurst Roads. All parcels were Commercial..	The intersection is surrounded by commercial property and is too small to be signalized.  Relocation of irrigation easement

Reference: Michael Fuss Email: [fussm@cityofnampa.us](mailto:fussm@cityofnampa.us)

Statistics: Year 2016, Contract Fee: \$95,000

**WESTERN FEDERAL LANDS (FHWA)**

**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	PARCELS	WORK PERFORMED
Warren Wagon Road Valley County, Idaho	Shannon acquired 11 parcels. All parcels were rural residential.	Widen sharp curve for visibility & provide waterways under all approaches so the road wouldn't wash out in the harsh winters.

Reference: Richard Vanderbeek Ph. 360.619.7700 Email: [richard.vanderbeek@dot.com](mailto:richard.vanderbeek@dot.com)

Statistics: Years 2017 - 2018, Contract Fee: \$100,800

**CITY OF ABERDEEN - AIRPORT**

**Shannon Graham, ROW Project Manager & Lead Agent**

<b>PROJECT</b>	<b>PARCELS</b>	<b>WORK PERFORMED</b>
Aberdeen Land Acquisition Bingham County, Aberdeen, Idaho	Shannon There were 4 parcels acquired. All parcels were considered Agricultural.	Preparation of all offer packets and documents of transfer, negotiations, title review, and preliminary appraisal review of parcels.  Final negotiations and submittal to FAA to obtain the grant for the City, and final closing of parcels.  Upgrading aircraft safety requirements at Aberdeen Municipal Airport. This requires the width of the runway safety area to be more than double for compliance with FAA requirements for GPS capabilities.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2011 - 2012, Contract Fee: \$65,000

**CITY OF DRIGGS - AIRPORT**

**Shannon Graham, ROW Project Manager & Lead Agent**

<b>PROJECT</b>	<b>PARCELS</b>	<b>WORK PERFORMED</b>
Runway and Parallel Taxiway Driggs, Idaho	7 Parcels. All parcels were vacant land Commercial	New runway, parallel taxiway, and connectors to upgrade the existing B-II to C-II category.  To accommodate increased safety distances and profile corrections the runway, has been shifted with a total redesign of all profiles and grading.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2012 - 2013, Contract Fee: \$110,000

**CITY OF WEISER - AIRPORT**

**Shannon Graham, ROW Project Manager & Lead Agent**

<b>PROJECT</b>	<b>PARCELS</b>	<b>WORK PERFORMED</b>
Weiser Land Acquisition Weiser, Idaho	7 Parcels. All parcels were Agricultural	Preparation of all offer packets and documents of transfer, negotiations, title review, and preliminary appraisal review of the three parcels. Completed the final submittal to FAA for closing of the parcels. City up-grade for aircraft safety requirements at the Weiser Municipal Airport in Washington County. This requires the width of the runway safety area to be more than doubled to be in compliance with FAA requirements for GPS capabilities.

Reference: Lillian Bowen Ph. 208.914.8242 Email: [lillian.bowen@jviation.com](mailto:lillian.bowen@jviation.com)

Statistics: Years 2013 - 2014, Contract Fee: \$90,000

### 3d. Public Entity Work (3-Years):

#### SHOSHONE COUNTY (IDAHO) PUBLIC WORKS DEPARTMENT

##### Shannon Graham, Right-of-Way Project Manager & Lead Agent

PROJECT	PARCELS	WORK PERFORMED
Shoshone County Enaville Bridge Replacement and West Fork Pine Creek Bridge	19 Parcels 1 business relocation	Coordinated several land trades that made both parties negotiate agreement quicker.  There were parcels that were timber, commercial, residential, vacant land forest service.  Shannon came up with and executed a plan with the County of Shoshone, UPRR, Idaho Dept. of Lands, Idaho Dept. of Parks & Rec., and FHWA to save the city money and allow the project to be built on time and within budget.

Reference: Susan Hendrickson Ph. 208.753.5475

Statistics: Years 2011 - 2012, Contract Fee \$145,000

#### USACE, WALLA WALLA DISTRICT

##### Shannon Graham, ROW Project Manager & Lead Agent

PROJECT	WORK PERFORMED	COMPLEXITY
Eagle Island Envr. Restoration Project Eagle, Idaho	Real Estate Plan Report and Envr. Assessment (EA) for Eagle Island Restoration on the Boise River, 15 miles downstream of Lucky Peak Dam	Improve aquatic, wildlife habitat while improving floodplain function. Supply Congress with the real estate impacts, cost and objectives to be ratified.

Reference: Mike Murray, Ph. 208.484.4688 Email: [mike.murray@hdrinc.com](mailto:mike.murray@hdrinc.com)

Statistics: Years 2015 - 2017, Contract Fee: \$110,000

#### CITY OF MOUNTAIN HOME & IDAHO TRANSPORTATION DEPARTMENT

##### Shannon Graham, Right-of-Way Project Manager & Lead Agent

PROJECT	PARCELS	WORK PERFORMED
18th Street American Legion Mountain Home, Elmore County, ID	27 total parcels. The parcels ranged from Residential, Commercial, Vacant Land, Special Purpose, and Industrial.	Acquisition by Eminent Domain:  Several parcels donated due to limited funding. All parcels acquired on time, within budget and with no condemnations

Reference: Rich Urquidi Ph. 208.587.2108

Statistics: Years 2017 - 2019, Contract Amount \$135,000

**BONNEVILLE POWER ADMINISTRATION – IDAHO: 300 Parcels**

**Shannon Graham, ROW Project Manager & Lead Agent**

PROJECT	LOCATION	WORK PERFORMED
Transmission Line and Substation	Hooper Springs	These projects range from total rebuilds to entirely new transmission lines, for the purpose of redundancy in the nations federal power grid.  They were very controversial projects that involved working closely with the Governor and several State Senator's offices on a daily basis.  Shannon worked with local municipalities and stakeholders to get these projects built with no condemnations.
Transmission Line Rebuild	Palisades-Swan Valley	
Transmission Line Rebuild	Palisades to Goshen, Idaho Falls	
Transmission Line Rebuild	Black Canyon, Emmett	
Transmission Line Rebuild	Goshen to Drummond	
Transmission Line Rebuild	Communication Sites Statewide	
Radio and Substations Sites	Communication Sites Statewide	

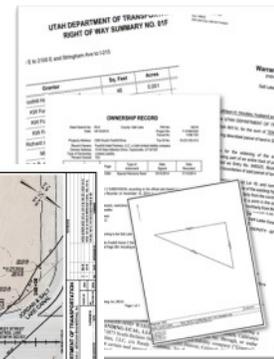
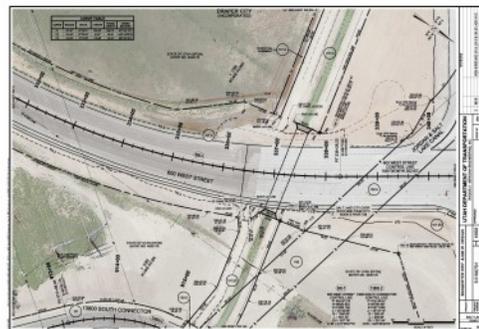
Reference: Joe Cottrell II Ph. 509.528.4185 Email: [jecottrell@bpa.gov](mailto:jecottrell@bpa.gov)

Statistics: Year 2015 - 2018, Contract Amount: \$5,900,000

**VALUE ADDED OPTIONS**

As an option to South Weber City, Meridian's business model is inclusive of all aspects of right-of-way design and acquisitions. We conduct our own land surveys to establish evidences of occupation. We perform our own re-research to determine vested title ownership and establish existing rights-of-way. We develop our own plans and maps of existing conditions. Based on the existing conditions maps coupled with the City's needs, we determine partial or total takes, slope and utility easements, prepare deed and easement documents, and deliver the same to the acquisition agents.

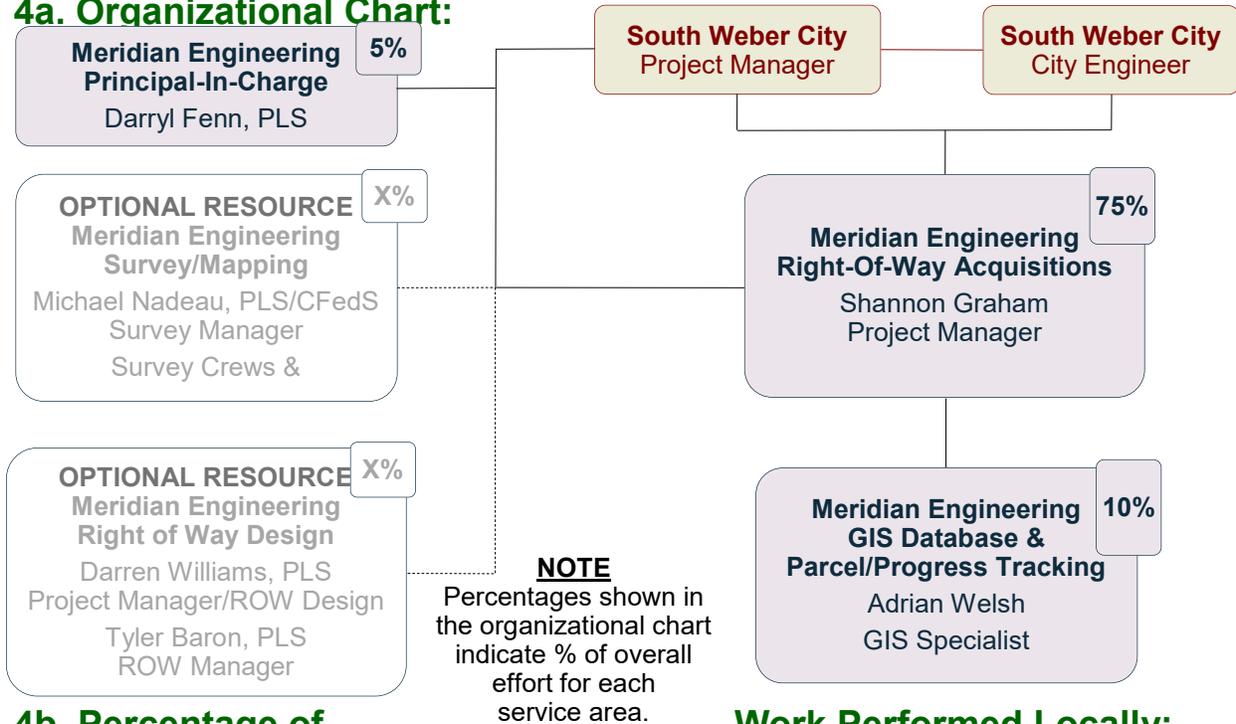
Typically very helpful to the City, Meridian integrates GIS status tracking and conformance tracking for each parcel within the project.



Meridian keeps your project moving forward efficiently and affectively toward a successful completion.

## 4: Key Personnel and Project Team

### 4a. Organizational Chart:



### 4b. Percentage of

### Work Performed Locally:

Shannon Graham, Meridian’s Project Manager, shares residence between Salt Lake City and Boise, Idaho. She has performed numerous right-of-way acquisition projects within Utah and has not had an issue to provide our client’s with the same level of care they should expect from Meridian.

Specific to this proposal, we anticipate 100% of corporate oversight, GIS support, appraisal support, any listed “optional” support services, and any needed subconsultants will be local individuals or firms. Additionally, and in consideration of Shannon Graham’s current workload, Meridian anticipates Shannon will complete 65% of her time locally working on South Weber City’s On-Call Property Acquisition projects.

Individual	Company	Percentage of Representative Work Load	Office Location of South Weber Work
Shannon Graham Acquisition Manager	Meridian Engineering	75%	100% Salt Lake City
Darryl Fenn, Principal-In-Charge	Meridian Engineering	5%	100% Salt Lake City
Adrian Welsh GIS Specialist	Meridian Engineering	10%	100% Salt Lake City
Robert Hickman Title Specialist	Meridian Engineering	10%	100% Salt Lake City
Appraisal Services (If Needed)	Subconsultant	10%	100% Utah Business’s

### 4c. Credentials, Certifications and Licenses:

Shannon Graham:

Licenses:

Utah Real Estate License	License No. 11668660-SA00
Idaho Real Estate License	License No. SP21451
Washington Broker License	License No. 132499

Membership:

International Right-of-Way Association	Member No. 8242
IRWA Chapter 64	President 2018-2019

Education:

Boise State University	Communications and English
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Supporting Staff:

Employee:	Position:	Licenses:
Darryl Fenn, PLS	ROW & Survey Principal In Charge	Utah: 172851 Idaho: 7482 New Mexico: 11818 Arizona: 26053
Darren Williams, PLS	ROW Design Lead, Northern Utah Projects Manager	Utah: 4975981
Tyler Baron, PLS	ROW Design Manager	Utah: 7281045
Adrian Welsh	ROW, GIS Specialist	MS: Geography Utah GIS Certified
Brad Mortensen, PE/PLS	QC-QA Manager, ROW Projects	Utah PE & PLS: 271154
Robert Hickman, PLS	ROW Title Specialist	Utah: 11197258
Kyle Turner, PLS	ROW, sUAS Support	Utah: 7820824

### 4d. Subconsultants:

If needed, in support of Meridian, we propose the following specialty services:

Company:	Position:
Todd Hopkins	(Utah) WSP USA Complex Appraising Services
Eric Van Drimmelen	(Utah) Van Drimmelen & Associates Residential Appraising Services
Troy Lunt	(Utah) Integra Realty Resources Appraisal Review Services

## 5: Fee Proposal

Meridian proposals the following fee per structures on a per parcel basis. Provided fees are set on an assumed average parcel complexity.

Please note: Parcel acquisitions and relocations complexities vary between residential and non-residential type ownerships.

Parcel fees are firm for the year given. However, cost of living, employee evaluations and subconsultant services may change. As such, Meridian respectfully reserves requests the right to annually renegotiate fees.

### 5a. Acquisition Services Per Parcel:

Meridian proposes an acquisition services fee per parcel of: **\$2,900.**

### 5b. Preparation of Documents:

Meridian proposes a document preparation fee per parcel of: **\$575.**

NOTE: Document preparation is relative to execution of documents needed for title transfers and closing. This does not include right-of-way design, plan sheets, creation of legal descriptions.

### 5c. Administrative Compensation Estimate:

Meridian proposes an administrative compensation fee per parcel of: **\$625.**

### 5d. Expected Reimbursable Rate and Subconsultant Mark-Up Rate:

Meridian's expected reimbursable rates include:

- a. Federal Acquisitions Regulation, 31.205-46 Travel Mileage: **\$0.58/per mile.**
- b. Mailings: **Cost with 0% mark-up.**
- c. Subconsultant mark-up rate: **Cost with 0% mark-up.**

# Appendix A: Insurance

Please see below, Meridian's certificate of insurance naming South Weber City as an additional insured. Our insurance exceeds the RFP requirements.



MERIENG-01

SBARKER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: <b>Shauna Barker</b>	
	PHONE (A/C, No, Ext): <b>(801) 364-3434 643</b> FAX (A/C, No): <b>(801) 355-5234</b>	
	E-MAIL ADDRESS: <b>Shauna.Barker@american-ins.com</b>	
INSURED  <b>Meridian Engineering, Inc.</b> 1628 West 11010 South South Jordan, UT 84095	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Travelers Indemnity Company</b>	<b>25658</b>
	INSURER B : <b>Charter Oak Fire Ins Co</b>	<b>25615</b>
	INSURER C : <b>Travelers Prop Cas Co of America</b>	<b>25674</b>
	INSURER D : <b>Farmington Casualty Company</b>	
	INSURER E : <b>XL Specialty Insurance Company</b>	<b>37885</b>
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6802J327129	6/26/2019	6/26/2020	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA3A893775	6/26/2019	6/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP3A898617	6/26/2019	6/26/2020	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB6K546778	6/26/2019	6/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ <b>1,000,000</b> E L DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E L DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
E	Prof Liab Claim Made			DPR9945549	7/23/2019	7/23/2020	Per Claim \$ <b>2,000,000</b>
E	Retro Date 7/23/97			DPR9945549	7/23/2019	7/23/2020	Aggregate Limit \$ <b>4,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: On-Call Property Acquisitions Services, Project No. 20103

CERTIFICATE HOLDER	CANCELLATION
Pleasant View City 520 W. Elberta Drive Ogden, UT 84414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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# Appendix B: Key Resume's

## Shannon McNamara Graham

Lead Agent, ROW Project Manager



Shannon has more than **27 years of experience** in the real estate and right-of-way (ROW) industry. She is a successful project manager and relocation agent for all types of ROW, serving as project manager on small and large projects including seven major design-build projects.

Shannon has an impeccable record for dealing with difficult projects and has successfully worked with stakeholders, federal entities and state and local officials. She has worked on roadway, FAA, and transmission line projects and has served as an expert witness on several major condemnation cases. She has assisted Ada County Highway District (the largest condemning agency in Idaho) with all their relocation services the past 5 years. She has worked with more than a dozen local municipalities in Utah and Idaho as Title Agent, Acquisition/Condemnation Agent, and Relocation Agent.

### Relevant Experience

#### Springville SR-77

**Summary:** Fast-paced design-build project. Properties were cleared as they were acquired and relocated. All property was cleared on time.

**Project Elements:** 27 parcels, 3 relocations (2 residential & 1 non-complex relocation).

#### Pioneer Crossing

**Summary:** Accelerated design-build project with multiple relocations and very complex acquisitions.

**Project Elements:** 6 complex residential & non-residential relocations, 2 non-complex residential relocations, ~100 acquisitions, 60 appraisal waivers

**Considerations:** Multiple parcels had to be acquired using Possession Agreements due to the time constraints.

#### Northern Utah County Mitigation Bank

**Summary:** Coordinated effort to relocate a road, utilities, & connections to I-15, on 3-tier properties.

**Coordination:** UDOT, the Army Corps of Engineers, Timp. Sewer District, Utah County Public Works, the City of Saratoga, the City of PG, the City of AF, and others

**Project Elements:** 11 acquisition parcels, 1 business relocation

**Considerations:** Property was done under possession agreements and later cleared so construction could be completed on time

#### Geneva Road

**Project Elements:** Shannon acquired roughly 25 parcels & worked on 2-partial relocations, 1-non-complex business relocation & 1-complex business relocation. Shannon also acquired all the local agency parcels for consistency.

**Considerations:** Accelerated project schedule

#### Vineyard Connector

**Summary:** Corridor preservation project that AUC did to acquire as many parcels as possible within a set budget. Vineyard Connector affected the mitigation bank access to several properties, and Shannon worked with the landowners to resolve those issues.

**Project Elements:** 12 parcels were acquired

### EDUCATION

#### Communications

Boise State University

### REGISTRATIONS

#### Real Estate Broker

- Utah *pending*
- Washington #132499
- Idaho #SP21451

#### Notary License

-Idaho

### AFFILIATIONS

International Right-of-Way Association (IRWA),  
President Chapter 64,  
2018-2019, Member #8242



## Darryl J. Fenn, PLS, President

Principal-In-Charge: Surveying, Right-of-Way Design & Right-of-Way Acquisitions



### EDUCATION

#### Mathematics

Utah Technical College

### REGISTRATIONS

#### Professional Land Surveyor

- Utah No. 172851
- Idaho No. X
- New Mexico No. X
- Arizona No.

### AFFILIATIONS

- Utah Council of Land Surveyors (UCLS)  
Past Chairman
- Western Federation of Land Surveyors (WFED), Past Utah State Representative
- National Society of Professional Surveyors (NSPS), Member
- American Council of Civil Engineers (ACEC)



As President of Meridian Engineering, Mr. Fenn's days are filled with administrative and executive duties. As Meridian's Administrative Executive, he has 20 plus years of progressively responsible experience supporting multiple inhouse professionals and outside consultants. Mr. Fenn has strong organizational skills and an ability to manage multiple competing priorities and projects with attention to detail. He interacts with a variety of disciplines while remaining effective with fast-paced, multifaceted project environments with demanding workloads.

Mr. Fenn's technical career started in 1979. From then until now, he has developed and grown into one of the most respected professionals in Utah and the Intermountain West's consulting industry, operating Meridian Engineer, Inc. a multi-disciplined consulting engineering firm with Civil, Transportation, Surveying, and Right-of-Way Design / Acquisitions divisions.

In addition to executive demands, he performs as a Principal-In-Charge and/or a Senior Project Manager on various projects ranging from interstate highways, to local community projects.

In addition to administrative, managerial and project management obligations, Mr. Fenn maintains technical involvement in projects. Within the past three (3), he has been involved with the roadway/right-of-way on five (5) large UDOT projects. These include: *Mountain View Corridor from SR-73 in Lehi to I-80 in Salt Lake City; 9000 South from Bangerter Highway to 4800 West; 5600 West between 7800 South and 8600 South; I-15, 10600 South Interchange, and Salt Lake International Airport Reconstruction.*

His personal experience in all aspects of preconstruction design, boundary and surveys coupled with extensive experience as an expert witness using statutory and case laws afford Meridian's client base expert direction which, in turn, offers UDOT, Local Governments, Architects, and other design professionals' peace-of-mind in knowing their projects are well represented and cared for.

### Relevant Experience

- **Mountain View Corridor, SR-73 in Lehi to I-80 in Salt Lake City**
- **North Ogden City**
  - Monroe Boulevard
- **SR-26 (Riverdale Road), 1900 West to Washington Blvd**
- **I-15, 11000 South to 600 North, Salt Lake Valley**
- **SR-89/US-91, Smithfield City to Idaho**
- **Kennecott Utah Copper:**
  - Tailings Modernization
  - Union Pacific Railroad Relocation
- **US-89 Reconstruction:**
  - Smithfield to Idaho State Line
  - Oregon Short line Right-Of-Way Retracement
- **Architects:**
  - FFKR, Salt Lake City Temple As-Built for Seismic Upgrades
  - NEXUS, ARUP Campus
  - JACOBY, Utah Valley Deaf and Blind School
- **Salt Lake City International Airport**
  - Reconstruction

## Darren Williams, PLS

Northern Utah Survey and Right-of-Way Project Manager.



### EDUCATION

AAS Surveying  
Salt Lake Community  
College  
2010

### REGISTRATIONS

Professional Land Surveyor:  
• Utah #4975981

### AFFILIATIONS

Utah Council of Land  
Surveyors (UCLS)



Mr. Williams is a Professional Licensed Land Surveyor with over 11-years of active experience and a proven ability to manage small and large projects for clients ranging from the Utah Department of Transportation (UDOT), local municipalities, to local School Districts. Darren clearly defines a projects strategic objective and focuses on maintaining a high level of quality at all times. His discipline-related experience includes management of engineering and roadway design surveys, post processing of field data including surface creation, right-of-way design, construction staking, and preparation of subdivision and record of survey plats.

### Relevant Experience

**WACOG—Washington Blvd. Widening; 2600 North to Mountain Road (North Ogden, UT):** Project Manager, responsible for right-of-way design services in direct support of the design and widening of Washington Boulevard between 2600 North Street and Mountain Road. Researched existing right-of-way lines and property deeds for project area, developed existing right-of-way property map and property ownership spreadsheet, develop right-of-way design and GIS right-of-way map, and prepared right-of-way summaries, including ownership records, right-of-way plan sheets, and legal descriptions for right-of-way takes and easements.

**WACOG—Monroe Blvd.; 1500 North to 3100 North (North Ogden, UT):** Project Manager, responsible for providing survey and right-of-way design services in direct support of the design, widening, and extension of Monroe Boulevard between 1500 North Street and 3100 North Street. Meridian established survey control and prepare Survey Control Diagram, full design survey and prepare Survey Control Diagram, full design survey and prepare Digital Terrain Model (DTM) of the existing surface, developed existing right-of-way/property matrix and new right-of-way takes and easements affecting 34 separate ownership parcels. Prepared a final Record of Survey to file with the Weber County Surveyor's Office.

**WACOG—2550 North; Safe Route to School (Pleasant View, UT):** Right-of-Way Designer, provided right-of-way design, legal descriptions/ document preparation and preparation of right-of-way maps to assist the city in creating a safe route to Majestic Elementary School.

**WACOG—20th Street Roadway Improvements (Ogden, UT):** Provided surveying, utility location, and right of way services for the reconstruction of 20th Street in Ogden between Washington Boulevard and Wall Avenue. Right of way efforts included determining the existing right of way for the entire project and right of way design for 6 parcels that involved right of way takes and easements. This project was completed while employed at Caldwell Richards Sorensen (CRS).

**200 East; 1400 North to Hyde Park Lane & 2200 North to North Logan Boundary (North Logan & Hyde Park, UT):** Right-of-Way Designer, developed existing right-of-way parcel matrix and worked with engineering design team to identify right-of-way impacts and right-of-way design. Prepared all right-of-way maps, plans, and legal descriptions necessary for right-of-way takes and easements affecting approximately 50 parcels to support right-of-way acquisition.

## Tyler J. Baron, PLS

Right-of-Way Division Design Manager



### EDUCATION

IRWA Right-of-Way Courses

Numerous Continuing Education Classes

### REGISTRATIONS

Professional Land Surveyor:  
• Utah No. 7281045

### AFFILIATIONS

-Utah Council of Land Surveyors (UCLS)  
-National Society of Professional Surveyors (NSPS)  
-International Right-of-Way Association (IRWA-Utah)



Tyler is a Professional Land Surveyor with over **27 years of experience** in survey and right of way (ROW) design. Tyler mentors and manages Meridian's ROW Design Team and has helped develop UDOT ROW policy and standards. He has led Meridian's Mountain View Corridor efforts, 5600 West in Salt Lake City, and US-89 from 9000 South to 10600 South in Salt Lake County. Tyler has assisted UDOT in performing Consultant reviews of documents. He has worked on and delivered some of the largest and most complex projects in the state's history. His expertise includes:

- Right-of-Way Design
- Document Research & Analysis
- Quality Control/Quality Assurance
- Project Management & Coordination
- Control & Cadastral Surveys
- ALTA/ACSM Land Title Surveys
- Land Boundary Surveys
- Design Surveys

### Relevant Recent Experience:

#### Mountain View Corridor in Salt Lake and Utah Counties

Lead Right of Way Design for approx. 15.7 miles of a new freeway along the West side of Salt Lake Valley and North/South in Salt Lake and Utah Counties. Provided supplemental surveying, ROW permitting, new legal descriptions, new ROW Markers, and special exhibits to support major utility relocations, such as Kern River Gas and PacifiCorp. This project has consisted of several hundred parcels and preparation/review of over 2,000 documents.

#### SR-201; 7200 West to 8000 West, South Frontage Road

Led ROW efforts for the new frontage road along the south side of SR-201. Researched the current ownership along route and provided all documents and plan sheets needed for acquisition to UDOT. As part of this project we worked with Salt Lake County to determine the county line between Salt Lake and Tooele, for future construction on SR-201.

#### SR-172: 5600 W. Railroad Crossing

Provided extensive research for the history of 5600 West and the Union Pacific Railroad crossings. This helped both UDOT and the Railroad come to quick decisions in the route and design for the widening of 5600 West.

#### SR-68 (Redwood Road); Bangerter Highway to 12600 South

Enabled an accelerated project delivery by developing a GIS parcel map that was utilized by the contractor, the real estate agents, and the Right of Way team to identify and track existing topography, ownership and right of way. This provided "real-time" updates from the office to the field and helped reduce risk within the project.

#### 3500 South Easements for Rocky Mountain Power

Collaborated with West Valley City, Rocky Mountain Power, and UDOT in the relocation of RMP's utility line along 3500 South, near 5600 West. Researched and plotted the location of existing RMP rights. Provided release of easement documents, vested rights utility agreements with UDOT, and new easements on private property.

## Appendix C: Certifications and Licenses

### CREDENTIALS / LICENSES

**Shannon M. Graham, Senior ROW Project Manager & Lead Agent:**

#### **IRWA, NHI-FHWA & REAL ESTATE CURRENT COURSE HISTORY (Courses Taken Newer Than 5-Years)**

COURSE	NAME	CODE	COMPL'N	GRADE	CREDIT
100IV	Principals of Land Acquisitions- International	160520100	3/16/2020	Passed	32
103	Ethics and the Right-of-Way Profession	103	3/16/2020	Passed	8
104	Standards of Practice for the Right-of-Way Professional	104	3/16/2020	Passed	8
105	The Uniform Act Executive Summary	105	4/15/2019	Passed	8
200	Principles of Real Estate Negotia- tion	200	2/24/2020	Passed	16
205	Bargaining Negotiations	205	2/24/2020	Passed	16
501	Residential Relocation Assistance	501	3/16/2017	Passed	16
505	Advanced Residential Relocation Assistance	505	12/08/2017	Passed	8
NHI	Local Public Agency Real Estate Assistance	FHWA-NHI- 14047	3/25/2020	Passed	6
NHI	Real Estate Acquisition under the Uniform Act: An Overview	FHWA-NHI-	3/25/2020	Passed	6
Real Estate	Utah Real Estate License	Real Estate Agent	3/16/2020	Passed	License 11668660- SA00

#### **IRWA PREVIOUS COURSE HISTORY**

COURSE	NAME	CODE	COMPL'N	GRADE
100	Principles of Land Acquisitions	100	1/29/2001	Passed
403	Easement Valuation	140919403	9/19/2014	Passed
421	The Valuations of Partial Acquisitions	120120421	1/20/2012	Passed
500	Uniform Relocation Assistance Act	500	9/27/2000	Passed
603	Understanding Environmental Contamination In Real Estate	140424603	4/24/2014	Passed
604	Environmental Due Diligence and Liability	140425604	4/25/2014	Passed
801	United States Land Titles	801	4/17/2002	Passed
804	Skills of Expert Testimony	131010804	10/10/2013	Passed
901	Engineering Plan Development and Application	901	3/27/2003	Passed

# Shannon Graham's CURRENT CREDENTIALS & LICENSE (Current within 5-Years) IRWA Certificates & Utah Real Estate License:

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of

**100 - Principles of Land Acquisition**

32.00 Classroom Hours

to

*Aissie Mims*  
Aissie Mims, SECA, ISA, IAC, IAWP, IAWP  
Executive Director



*[Signature]*  
Troy Taylor, SECA, IAWP  
Chief, Partnership for International Professional Education

**IRWA Course 100**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of

**103 Ethics and the Right of Way Profession (ONLINE)**

8.00 Credits on

03/18/2020

*Aissie Mims*  
Aissie Mims, SECA, ISA, IAC, IAWP, IAWP  
Executive Director



*[Signature]*  
Troy Taylor, SECA, IAWP  
Chief, Partnership for International Professional Education

**IRWA Course 103**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of

**104 - Standards of Practice for the Right of Way Professional**

8.00 Classroom Hours

to

*Aissie Mims*  
Aissie Mims, SECA, ISA, IAC, IAWP, IAWP  
Executive Director



*[Signature]*  
Troy Taylor, SECA, IAWP  
Chief, Partnership for International Professional Education

**IRWA Course 104**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of

**105 - The Uniform Act Executive Summary**

8.00 Classroom Hours

04/15/2019 to 04/15/2019

*Aissie Mims*  
Aissie Mims, SECA, ISA, IAC, IAWP, IAWP  
Executive Director



*[Signature]*  
Troy Taylor, SECA, IAWP  
Chief, Partnership for International Professional Education

**IRWA Course 105**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of  
200 Principles of R.E. Negotiation (ONLINE)

16.00 Credits on  
02/24/2020

*Aimee Mims*  
Aimee Mims, SPWA, FPA-AMC, FPA-MAC  
International President



*[Signature]*  
May Ann Mar, SPWA,  
Chair, Partnership for Infrastructure Professional Education

**IRWA Course 200**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of  
205 Bargaining Negotiations (ONLINE)

16.00 Credits on  
02/24/2020

*Aimee Mims*  
Aimee Mims, SPWA, FPA-AMC, FPA-MAC  
International President



*[Signature]*  
May Ann Mar, SPWA,  
Chair, Partnership for Infrastructure Professional Education

**IRWA Course 205**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of  
501 - Residential Relocation Assistance

16.00 Classroom Hours  
03/18/2017 to 03/17/2017

*Aimee Mims*  
Aimee Mims, SPWA, FPA-AMC, FPA-MAC  
International President



*[Signature]*  
May Ann Mar, SPWA,  
Chair, Partnership for Infrastructure Professional Education

**IRWA Course 501**

The International Right of Way Association



Awards this certificate to

**Shannon M Graham**

in recognition of satisfactory attendance and completion of  
500 - Relocation Assistance

8.00 Classroom Hours  
to

*Aimee Mims*  
Aimee Mims, SPWA, FPA-AMC, FPA-MAC  
International President



*[Signature]*  
May Ann Mar, SPWA,  
Chair, Partnership for Infrastructure Professional Education

**IRWA Course 505**



**National Highway Institute**

**Certificate of Training**

**Shannon Graham**

has participated in

NHI Course No. FHWA-NHI-141045

Real Estate Acquisition under the Uniform Act: An Overview - WEB-BASED

hosted by

**National Highway Institute**

Location: Web-Based Course

Hours of Instruction: 6 hours

Date: 12/2/2020

*Michael Davis*  
Michael Davis, P.E.  
Director, National Highway Institute

**NHI-FHWA Course 141045**



**National Highway Institute**

**Certificate of Training**

**Shannon Graham**

has participated in

NHI Course No. FHWA-NHI-141047

Local Public Agency Real Estate Acquisition - WEB-BASED

hosted by

**National Highway Institute**

Location: Web-Based Course

Hours of Instruction: 6 hours

Date: 12/2/2020

*Michael Davis*  
Michael Davis, P.E.  
Director, National Highway Institute

**NHI-FHWA Course 141047**

**STATE OF UTAH**  
**DEPARTMENT OF COMMERCE**  
**DIVISION OF REAL ESTATE**

**ACTIVE LICENSE**

DATE ISSUED: 03/16/2020  
EXPIRATION DATE: 03/31/2022  
LICENSE NUMBER: 11668660-SA00  
LICENSE TYPE: Sales Agent

ISSUED TO: SHANNON GRAHAM  
1628 W 11010 S  
SUITE 102  
SOUTH JORDAN UT 84095



  
SIGNATURE OF HOLDER

  
REAL ESTATE DIVISION DIRECTOR

Form #2

**Shannon Graham – Utah Realtor’s License**

**BROKER NOTE:**

Shannon has completed and passed the Utah Broker course work and examination. However, Utah has a statutory requirement that 30 of the 60 points (roughly 30 parcels) need to be acquired in Utah. The 30-points is typically gained through land sales (read: acquisitions and relocations) in Utah within the last three years.

Until these points are obtained, Shannon and Meridian have entered into a relationship with Coldwell Banker. Once the statutory points are satisfied. Shannon will become Meridian’s principal broker.

**MEMORANDUM**

TO: South Weber City Mayor and City Council

FROM: Brandon K. Jones, P.E.  
South Weber City Engineer 

CC: David Larson – South Weber City Manager  
Mark Larsen – South Weber City Public Works Director

RE: **2020 CANYON MEADOWS WETLANDS RESTORATION PROJECT**

Date: May 20, 2020

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Yesterday, on May 19, 2020 at 3:00 pm., bids were opened for the 2020 CANYON MEADOWS WETLANDS RESTORATION PROJECT. Six bids were received. The results of the bidding are shown on the enclosed Bid Tabulation. We have checked the bids and found a few minor errors. However, these errors did not change the ranking of the bids.

The project entails removing fill materials from what the US Army Corps of Engineers has determined to be wetlands around the outer edges of the park. The project will also prepare the native soil and plant a wetland seed mixture. Temporary fencing will be used to help protect the restoration area until the plant growth is established. We have reviewed all bids and recommend that the Council award the project to **ALLIED UNDERGROUND TECHNOLOGY** with their bid of **\$55,924.60**. This recommendation is based upon contractor's experience in doing similar work and their good references.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project contract to **ALLIED UNDERGROUND TECHNOLOGY** with their respective bid. We will provide the Notice of Award and Contract Agreement for the City and Contractors to sign. In addition to these documents, the contractor is also responsible to submit Performance and Payment Bonds, and Insurance Certificates within 10 days following Notice of Award.

When these documents have been received, we will schedule a Preconstruction Conference. At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work.

**BID TABULATION**

**South Weber City 2020 Canyon Meadows Wetlands Restoration Project**

*Bid Opening: May 19, 2020 @ 3:00 pm, Virtual Opening*

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Allied Underground Technology		Grass Master's Hydroseeding		Ormond Construction, Inc.		Strong Solutions, LLC		E.K. Bailey Construction*		Wardell Brothers Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 10,010.00	\$ 10,010.00	\$ 22,000.00	\$ 22,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,750.00	\$ 6,750.00	\$ 19,640.00	\$ 19,640.00	\$ 8,600.00	\$ 8,600.00
2	Clear and Grub (exact area - 37,026 sf)	40,000	sf	\$ 0.18	\$ 7,200.00	\$ 0.16	\$ 6,400.00	\$ 0.20	\$ 8,000.00	\$ 0.30	\$ 12,000.00	\$ 0.75	\$ 30,000.00	\$ 0.40	\$ 16,000.00	\$ 0.20	\$ 8,000.00
3	Excavation, removal/disposal of fill material and Grading (approx. 2,770 cy)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 23,770.00	\$ 23,770.00	\$ 25,000.00	\$ 25,000.00	\$ 27,700.00	\$ 27,700.00	\$ 43,130.00	\$ 43,130.00	\$ 47,670.00	\$ 47,670.00	\$ 68,000.00	\$ 68,000.00
4	New wetland seed mixture	40,000	sf	\$ 0.28	\$ 11,200.00	\$ 0.23	\$ 9,200.00	\$ 0.10	\$ 4,000.00	\$ 0.24	\$ 9,600.00	\$ 0.12	\$ 4,800.00	\$ 0.14	\$ 5,600.00	\$ 0.20	\$ 8,000.00
5	New upland seed mixture	1,500	sf	\$ 0.25	\$ 375.00	\$ 0.53	\$ 795.00	\$ 0.30	\$ 450.00	\$ 0.24	\$ 360.00	\$ 0.20	\$ 300.00	\$ 1.27	\$ 1,905.00	\$ 0.85	\$ 1,275.00
6	New construction limits flagging	2,730	lf	\$ 0.15	\$ 409.50	\$ 1.04	\$ 2,839.20	\$ 0.70	\$ 1,911.00	\$ 2.35	\$ 6,415.50	\$ 2.50	\$ 6,825.00	\$ 3.00	\$ 8,190.00	\$ 3.00	\$ 8,190.00
7	New post construction delineation fence	2,140	lf	\$ 0.80	\$ 1,712.00	\$ 1.36	\$ 2,910.40	\$ 1.50	\$ 3,210.00	\$ 3.09	\$ 6,612.60	\$ 3.50	\$ 7,490.00	\$ 9.00	\$ 19,260.00	\$ 8.00	\$ 17,120.00
<b>TOTAL (Items 1-7)</b>				<b>\$64,896.50</b>		<b>\$55,924.60</b>		<b>\$64,571.00</b>		<b>\$67,688.10</b>		<b>\$99,295.00</b>		<b>\$118,265.00</b>		<b>\$119,185.00</b>	

Project Engineer *Brandon K. Jones*

Date May 19, 2020

\*Bid was found to be compliant, but due to electronic error was not read at the bid opening.

## RESOLUTION 2020-21

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING 2020 CANYON MEADOWS WETLANDS RESTORATION PROJECT

**WHEREAS**, the Army Corps of Engineers has tasked the City to restore the wetlands at Canyon Meadows which requires removing fill materials and replacing native soil and plants; and

**WHEREAS**, the project was advertised per state requirements and bids were opened by City Engineer, Brandon Jones on May 19, 2020; and

**WHEREAS**, bids were received from the following six businesses: Allied Underground Technology; E.K. Bailey Construction; Grass Master's Hydroseeding; Ormond Construction, Inc; Strong Solutions, LLC; and Wardell Brothers Construction, Inc; and

**WHEREAS**, Engineer Brandon Jones made a careful evaluation of bid amounts along with references and experience and has recommended acceptance of the bid from Allied Underground Technology in the amount of \$55,924.60; and

**WHEREAS**, the City Council has reviewed his recommendation and agrees with his findings;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** The 2020 Canyon Wetlands Restoration Project is hereby awarded to Allied Underground Technology for the amount of \$55,924.60.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

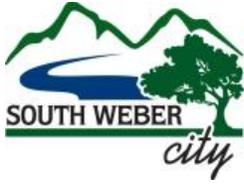
Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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**Jo Sjoblom, Mayor**

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**Attest: Lisa Smith, Recorder**



**Council Meeting Date:** May 26, 2020

**Name:** Mark McRae, Finance Director

**Agenda Item:** 9

**Objective:** Extend Audit Contract with Keddington & Christensen CPAs

**Background:** In 2016 the city went out to bid for new auditors. The city council choose Keddington & Christensen, CPAs to be the city auditors for 2016 thru 2019. They have done a fine job as our auditors. Keddington & Christensen specialize in governmental auditing and have experience throughout the state both as auditors and as finance directors. This experience has been a valuable asset to the city. Each year the city is required to have the city's financial statements audited by an independent firm which is chosen and hired by the city council. These auditors work with the city staff but report directly to the city council. Our current auditors have agreed to a one-year extension of the current contract at the same price, \$10,000. After the 2020 audit, the finance committee will make a recommendation to the city council on a new audit contract for 2021 – 2025.

**Summary:** Extend the current auditing contract with Keddington & Christensen for one additional year to cover the 2020 fiscal year audit at the same price as the previous 4 years.

**Committee Recommendation:** NA

**Planning Commission Recommendation:** NA

**Staff Recommendation:** Accept extension

**Attachments:** Contract Extension  
Resolution  
Additional information on value of long-term auditing contracts.

**Budget Amendment:** None



December 14, 2011

**VIA ELECTRONIC MAIL**

Office of the Secretary  
Public Company Accounting Oversight Board  
1666 K Street, N.W.  
Washington D.C. 20006-2803

**Re: Request for Public Comment: Concept Release on Auditor Independence and Audit Firm Rotation**

Dear Office of the Secretary:

The American Institute of Certified Public Accountants' ("AICPA") is pleased to comment on the Public Company Accounting Oversight Board's ("PCAOB" or "Board") Rulemaking Docket Matter No. 037, "Concept Release on Auditor Independence and Audit Firm Rotation" (the "Concept Release"). The AICPA is the largest professional association of certified public accountants in the United States, with over 370,000 members in business, industry, public practice, government, and education. Throughout its history the AICPA has been deeply committed to promoting and strengthening auditor independence and objectivity.

Due to the subject matter of the Concept Release, the AICPA has received input from members of its Professional Ethics Executive Committee (PEEC). Through the PEEC, the AICPA devotes significant resources to independence activities, including evaluating existing standards, proposing new standards, and interpreting and enforcing those standards.

**General comment**

The AICPA supports and shares the PCAOB's overall goal to enhance auditor independence, objectivity and professional skepticism. Clearly, independence, objectivity and professional skepticism serve as the foundation of a high quality audit and we agree that these core values should be continually assessed and enhancements made, where necessary. However, we are concerned that the PCAOB's focus appears to be on mandatory firm rotation as a means to achieve such enhancements. Moreover, it appears that the Board's rationale for pursuing mandatory firm rotation is based on an unsubstantiated presumption that its inspection findings are the result of a lack of auditor objectivity and professional skepticism and that this could be improved through mandatory firm rotation. While auditor objectivity and professional skepticism is one driver of a high quality audit, there are also other important drivers such as the auditor's competence (e.g., industry knowledge and experience), appropriate application of the audit methodology, as well as robust audit and quality control standards.

Indeed, the Board has acknowledged that its preliminary analysis of inspection data appears to show no correlation between auditor tenure and the number of comments in its inspection

reports. Accordingly, we recommend that the Board further study and analyze the root causes of its inspection findings and for the reasons stated below, refrain from pursuing a mandatory firm rotation requirement.

### **Mandatory firm rotation carries costly and unintended consequences**

We believe that mandatory firm rotation carries significant costs and possible unintended consequences that have the potential to hinder audit quality rather than the intended goal of enhancing audit quality. We have provided examples of such costs and unintended consequences below for the Board's consideration.

#### *Research indicates adverse impact on audit quality*

Research indicates that mandatory firm rotation may have an adverse impact on audit quality;<sup>1</sup> however, we are not aware of any such credible research that exists demonstrating that firm rotation would significantly improve audit quality. In fact, numerous academic studies indicate that audit quality actually increases with audit firm tenure.<sup>2</sup> Experience and knowledge of the company's operations and industry are crucial to a high quality audit and such knowledge and experience increases with audit tenure. Academic research has demonstrated that audit quality "tends to improve rather than worsen with tenure, providing support to the expectation that there is a significant learning process for the auditor, i.e., an auditor needs time to get to know sufficiently well the business of the client and, consequently, audit quality tends to increase over time."<sup>3</sup> Such studies have further concluded that audit quality suffers when the auditor lacks a solid base of experience and understanding of a public company's business.<sup>4</sup>

Mandatory firm rotation may also result in a greater risk of fraud and therefore, adversely impact audit quality. Specifically, academic research indicates that fraudulent financial reporting is more likely to occur in the first three years of the auditor-client relationship. Furthermore, such research concludes that there is no evidence that the risk of fraudulent financial reporting is greater with long audit tenure.<sup>5</sup>

Finally, while some may argue that there is a *perception* that long audit tenure may adversely impact auditor objectivity and professional skepticism and therefore, impair the *appearance* of

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<sup>1</sup> See, *Audit Firm Tenure and Fraudulent Financial Reporting*, Joseph Carcello and Albert Nagy (January 2004); *Auditor Tenure and Auditor Change: Does Mandatory Auditor Rotation Really Improve Audit Quality?* Mara Cameran, Annalisa Prencipe, and Marco Trombetta (2008)

<sup>2</sup> See, *Mandatory Audit Firm Rotation and Audit Quality*, Andrew B. Jackson, Michael Moldrich and Peter Roebuck (The University of New South Wales) (July 2007)

<sup>3</sup> See, *Auditor Tenure and Auditor Change: Does Mandatory Auditor Rotation Really Improve Audit Quality?*, Working Paper, Bocconi University (Milan- Italy) and IE Business School (Madrid- Spain), Cameran, M., Prencipe, A., Trombetta, M. (2010).

<sup>4</sup> See, *Earnings Quality: Some Evidence on the Role of Auditor Tenure and Auditors' Industry Expertise*, Ferdinand A. Gul, Simon Yu Kit Fung, and Bikki Jaggi (2007); *A Survey of the Impact of Mandatory Rotation Rule on Audit Quality and Audit Pricing in Italy*, SDA Bocconi University (Milan-Italy) M. Cameran, M. Livatino, N. Pecchiarie A. Viganò (2003); *Auditor Tenure and Audit Quality: The Role of the Demand for Unique Client Specific Knowledge*, Bin Srinidhi, Sidney Leung, and Ferdinand A Gul (April 2010); "Required Study on the Potential Effects of Mandatory Audit Firm Rotation" GAO Report to the Senate Committee on Banking, Housing, and Urban Affairs and the House Committee on Financial Services (November 2003).

<sup>5</sup> See, *Audit Firm Tenure and Fraudulent Financial Reporting*. Auditing: A Journal of Practice and Theory, Vol. 23, Issue 2. Carcello, J.V. and Nagy, A.L. Sept. 2004.

independence, research indicates that “investors and information intermediaries perceive auditor tenure as improving audit quality.”<sup>6</sup>

Accordingly, extensive research has been conducted that suggests mandatory firm rotation would not achieve the Board’s objective of enhancing audit quality but rather, may serve to impair it.

*May limit institutional knowledge, experience, and industry specialization*

As noted, research demonstrates that institutional knowledge and experience are crucial to a high quality audit and increases over time. Mandatory firm rotation would clearly hinder the auditor’s ability to accumulate such institutional knowledge and experience and could therefore, adversely impact audit quality. In addition, mandatory firm rotation could result in limiting companies in specialized industries to engage audit firms who have the appropriate skill set and experience to perform the audit. For example, in some geographical areas, companies may be limited in the number of audit firms that specialize in their industry and have the expertise to provide a quality audit. Mandatory firm rotation could have the result of forcing companies to select an auditor who is not as capable with the result of diminishing audit quality. In addition, many firms specialize in certain industries and devote significant resources to training partners and staff in these focused areas. If an audit firm is required to rotate from the engagement and there are few or no other companies who require the same audit specialization, the firm may decide to no longer maintain the industry specialization, even further limiting the number of audit firms with the requisite industry expertise for companies to choose from.

We also believe that mandatory firm rotation could have a severe impact on multi-national audits. Audits of multi-national companies generally involve complex business structures and transactions that require the auditor to develop and maintain expertise in specialized areas. This potential loss of institutional knowledge and experience could be extremely disruptive to multi-national companies and their auditors and result in significant costs. In addition, multi-national audits could be extremely difficult to manage if countries around the world adopted mandatory firm rotation requirements with differing rotation periods. For example, multiple rotation regimes for multi-national companies could result in multiple audit firms and varying audit methodologies used on a particular audit.

*Increased costs and resources*

In the Concept Release, the Board recognizes that “a rotation requirement would significantly change the status quo and accordingly, would risk significant cost and disruption.”<sup>7</sup> We agree that these costs would be significant and may cause a major disruption to the capital markets.

As the Board points out, in the Government Accountability Office’s (GAO) “Required Study on the Potential Effects of Mandatory Audit Firm Rotation,” firms estimate that in the first year, mandatory firm rotation could result in increased audit costs of more than 20 percent<sup>8</sup> The GAO Study also estimated that “Following a change in auditor under mandatory audit firm rotation,

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<sup>6</sup> See, *Auditor Tenure and Perceptions of Audit Quality*, Alope Ghosh, Doocheol Moon (April 2005).

<sup>7</sup> Concept Release, page 3.

<sup>8</sup> Concept Release, page 14.

the possible additional first year audit-related costs could range from 43 percent to 128 percent higher than the likely recurring audit costs had there been no change in auditor.”<sup>9</sup>

In addition to the increase in audit costs, there are other costs that the Board should take into consideration. For example, once a firm is forced to rotate, the company must devote significant resources to identifying and hiring a new audit firm that has the requisite expertise. Such costs include meeting and corresponding with firms regarding the company’s business, drafting and responding to proposals, and interviewing the audit firms. Once selected, the company would also need to devote significant time to educating the audit firm on the company’s business and operations, internal control systems, accounting and financial reporting systems, and other areas so the firm has the requisite knowledge to perform a quality audit.

In addition to the significant time involved in gaining the necessary understanding of the company’s business, operations and systems, the audit firm must also devote considerable time to reviewing the predecessor auditor’s working papers, identifying risk areas, understanding complex transactions and other audit planning matters that generally involve significant time commitments as part of the first year’s audit. It is likely these additional audit hours would result in an increase in audit fees to the company.

#### *Undermines role of audit committee*

Mandatory firm rotation may have the unintended consequence of undermining the role of the audit committee. The Sarbanes-Oxley Act (“SOX”) assigned responsibility to independent audit committees for overseeing the financial reporting process, including the hiring and firing of the external auditor. However, mandatory rotation could prevent the audit committee from selecting and retaining the most qualified audit firm to perform the company’s audit. Since the audit committee is responsible for the selection and oversight of the audit firm, the audit committee should be able to use its discretion and judgment when determining which audit firm is best suited to perform the company’s audit. In determining which firm is most capable, the audit committee should consider a number of factors and arguably, firm tenure should be one such factor. Other important factors include the qualifications and reputation of the audit firm, industry experience, and reasonableness of the audit plan. The audit committee is also in the best position to evaluate the quality of the audit and assess the independence and objectivity of the auditor. Clearly, this should be an important factor considered by the audit committee when determining if reappointment of the auditor is appropriate.

Mandatory rotation could limit the audit committee’s choice of audit firms and therefore, hinder its ability to select or reappoint the audit firm that can perform the highest quality audit in the most efficient and effective manner. This result could be exacerbated in situations where the company is in a specialized industry with a limited number of firms who have sufficient industry expertise or where the company is located in a geographical area with a limited number of audit firms available to perform the audit.

#### **Consider impact of recent standards and other potential enhancements**

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<sup>9</sup> GAO Report, page 33.

### *Consider impact of SOX and new standards*

In 2002, SOX created significant reforms to restore public trust and investor confidence. Pursuant to SOX, the SEC implemented stringent independence rules to enhance auditor independence, objectivity and professional skepticism. These rules included prohibitions on the provision of certain nonaudit services, prohibitions on hiring former auditors (including a “cooling-off” period), and a requirement for lead and concurring partner rotation every five years and rotation of other audit partners every seven years.

We believe the existing partner rotation requirements are effective and provide the necessary “fresh look” to ensure auditors are exercising objectivity and professional skepticism during the audit. In addition, partner rotation does not carry the same degree of disruption and loss of institutional knowledge that a mandatory firm rotation requirement would have on the company and the audit firm. We also believe that the level of disruption and loss of knowledge would be even worse if the existing partner rotation requirement was coupled with a mandatory firm rotation requirement and question how the partner rotation and firm rotation requirements would be synchronized if the rotation cycles do not coincide. We would also like to point out that when adopting its new rules on partner rotation, the SEC expected the PCAOB to monitor the impact the partner rotation rules would have on audit quality and independence. Specifically, SEC Release No. 33-8183, *Strengthening the Commission's Requirements Regarding Auditor Independence*, states that, “*In conducting its oversight review of registered public accounting firms, we expect that the Public Company Accounting Oversight Board (“the Board”) will monitor the impact of these rules on audit quality and independence.*”<sup>10</sup> We are not aware of the PCAOB having performed such an evaluation of the SEC’s partner rotation rules and recommend that the Board consider doing so prior to pursuing further consideration of a firm rotation requirement.

Subsequent to SOX, the PCAOB has also taken measures to enhance audit quality, including a suite of risk assessment standards and a new framework for the engagement quality review. The Board’s inspection findings do not reflect the impact that these important standards will have on audit quality and we therefore recommend that the Board not pursue such drastic measures as mandatory firm rotation until it has the opportunity to study the impact of these new standards and how they will enhance audit quality. The Board would then be in a better position to determine if further enhancements, specifically with respect to auditor independence, objectivity and professional skepticism are necessary.

### *Other potential audit quality enhancements*

We would support the Board in further analyzing its inspection findings to better understand the underlying reasons for the audit failures that have been observed. If the Board determines that the root cause of such findings were the result of the auditor lacking the requisite independence, objectivity and professional skepticism, then we recommend the Board explore other, more cost-effective enhancements to audit quality. Specifically, we would ask the Board to consider the potential audit quality enhancements described in the Center for Audit Quality’s (CAQ)

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<sup>10</sup> Section 3.C. *Rotation Period for Partners Other Than The Lead and Concurring Partners.*

comment letter submitted to the Board on this Concept Release. Specifically, the CAQ has offered a number of potential enhancements to audit quality that audit firms, audit committees, and regulators may wish to consider that do not carry the significant costs associated with mandatory firm rotation. We also believe it is important to consider the size of the audit firm in determining the appropriateness of any potential enhancements and that certain enhancements would only be appropriate for annually inspected firms.

*Cost-benefit analysis*

Finally, if the Board determines that it should further pursue a mandatory firm rotation requirement, we would strongly encourage the Board to conduct a cost-benefit analysis to justify that the significant costs associated with mandatory firm rotation do not outweigh any potential benefits. We believe such an analysis is imperative, especially if the Board is unable to demonstrate evidence that mandatory firm rotation will significantly enhance audit quality.

\* \* \* \* \*

In closing, we would like to reiterate that we do not believe the PCAOB should proceed with a mandatory firm rotation requirement without evidence that links audit firm tenure to the audit failures noted in the PCAOB inspection findings. Moreover, if further study appears to indicate such a linkage, we would urge the Board to carefully weigh the costs associated with mandatory firm rotation against any potential benefits and consider other potential enhancements that do not result in such a significant level of disruption and costs.

We appreciate the opportunity to comment on the PCAOB's Concept Release and would be happy to meet with the Board to discuss our comments in greater detail.

Sincerely,



Gregory J. Anton, CPA  
Chairman of the Board



Barry C. Melancon, CPA  
President and CEO

## A RESTATEMENT ANALYSIS OF THE RUSSELL 1000 COMPANIES:

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THE EXTENT TO WHICH THE “FRESH EYES” OF A NEWLY ENGAGED  
AUDITOR PROVIDED ASSISTANCE IN THE DISCOVERY OF THE MISSTATEMENT

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**Introduction**

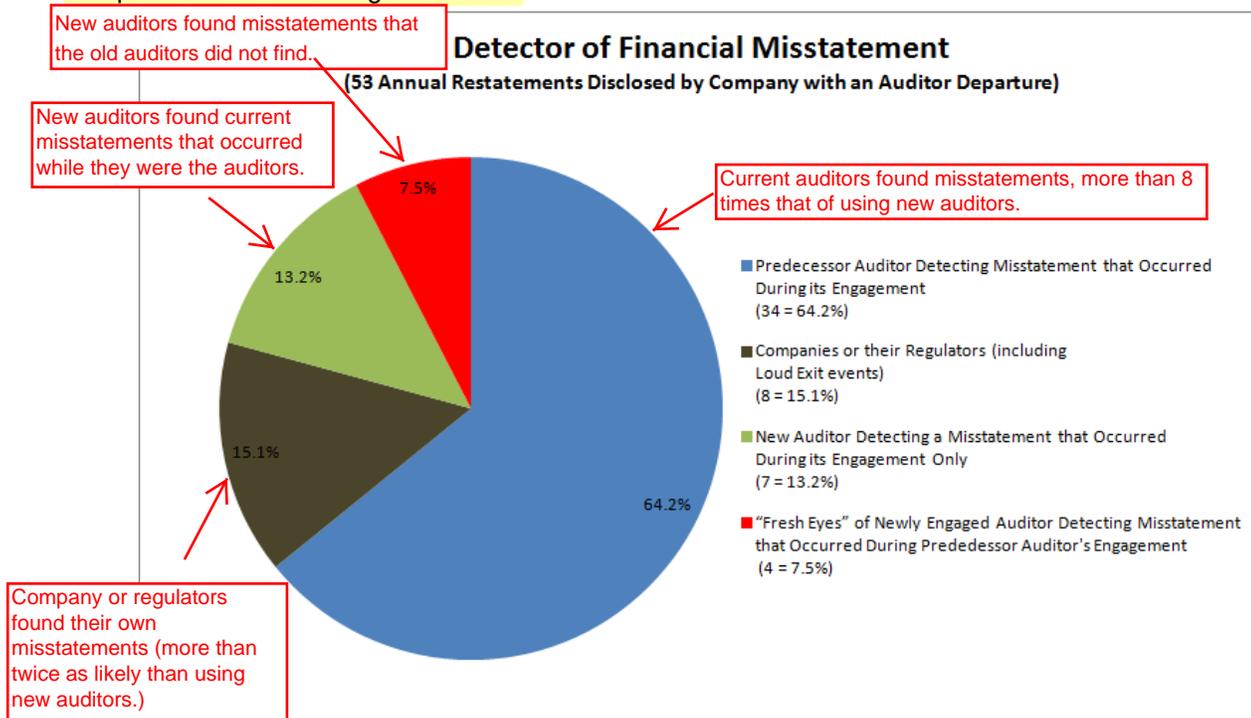
In August 2011, the PCAOB issued a Concept Release on Auditor Independence and Audit Firm Rotation. According to the Concept Release, proponents of mandatory rotation are concerned that long-tenured auditors may not stand up to management on difficult accounting issues and assert that new auditors would bring a “fresh look” at the company’s accounting. Opponents of mandatory rotation, on the other hand, are concerned about the loss of accumulated auditor knowledge about the company, which could undermine audit quality.

To bring insight and information to these issues, Audit Analytics performed an extensive analysis of six years of restatements by Russell 1000 companies that changed auditors (a restatement-auditor departure event).<sup>1</sup> We sought to determine the extent to which a “fresh look” by newly engaged auditors led to the restatements (“fresh eyes” restatements). If the concerns of the proponents of mandatory rotation are valid, then one would expect to find a significant proportion of the restatements to be “fresh eyes” and a relatively small proportion to be detected by long-tenured auditors. On the other hand, if the views of the opponents are valid, then one would expect to find relatively few “fresh eyes” restatements due to the limited initial knowledge of the newly engaged auditors.

The research focused on the Russell 1000 companies, as the Concept Release indicated that the PCAOB is interested in comments, among other things, as to whether it should consider any auditor rotation requirement for the largest issuer audits. As explained in the Research Method section, Audit Analytics reviewed 1,355 companies, 378 restatements, and 173 auditor departures to identify 53 restatements disclosed by companies that also experienced an auditor departure. The ultimate goal was to identify misstatements found, in part, by the “fresh eyes” of the recently engaged auditor. This process, however, also found other restatement categories of interest.

**Executive Summary**

The analysis explained in the Research Method section found 291 Annual Restatements disclosed on or after January 1, 2006 by 1,355 Russell 1000 companies (the aggregate population over five years). Of the 291 restatement, 53 were disclosed by companies that also experienced an auditor departure since January 1, 2005. The following pie chart summarizes the detectors of the 53 restatements involving Russell 1000 companies that also changed auditors:



<sup>1</sup> More specifically, with a database download of October 28, 2011, we analyzed all restatements disclosed since January 1, 2006 and, in order to obtain prior auditor change history, analyzed all auditor departures since January 1, 2005.

**1) About 7.5% of the Annual Restatements linked to an auditor departure were detected, in part, by the “fresh eyes” of the newly engaged auditor.**

As noted, the pie chart above displays a breakdown of the 53 restatements disclosed since January 1, 2006 by Russell 1000 companies that also experienced an auditor departure since January 1, 2006. Out of these 53 restatements, 4 were identified as “fresh eyes” restatements, restatements adjusting a misstatement that occurred during the predecessor auditor’s engagement and was found with the assistance of the newly engaged auditor. This number represents 7.5% of the 53 restatements identified.

**2) About 64% of the Annual Restatements linked to an auditor departure were detected prior to the auditor’s departure.**

As shown in the pie chart above, 34 restatements disclosed by Russell 1000 companies that also experienced an auditor departure were restatements disclosed prior to the predecessor auditor’s departure. Therefore, these misstatements were addressed before the engagement of the new auditor and represent about 64% of the 53 restatements identified.

**3) About 15% of the Annual Restatements linked to an auditor departure were detected by the companies themselves or their regulators.**

The analysis of the 53 Annual Restatements determined 8 where the detection of the misstatement was attributable to the company or its regulators. Of the 8 restatements, as discussed in the Research Method section of this report, the SEC helped find 3 misstatements, the company’s own audit committee found 1, a company’s internal investigation of its stock option practices found 2, and the events surrounding an auditor’s “Loud Exit” found 2. As described more fully in footnote 4, a “Loud Exit” is considered a situation where the company and incoming auditor are fully aware of many shortcomings and the departed auditor’s efforts to address the shortcomings is cut short by its dismissal. The company engages the new auditor while already investigating its own issues.

**4) About 13% of the Annual Restatements linked to an auditor departure were restatements that corrected misstatements that occurred after the new auditor’s engagement.**

A review of the 53 restatements disclosed by companies that also experienced an auditor departure found that 7 (about 13% of the 53) adjusted misstatements that occurred after the new auditor was engaged. A review of the new auditor’s time with the new client determined that 5 misstatements were detected within the period of 2.5 years since the engagement and 2 were detected thereafter.

### **Additional Observations**

The Executive Summary focused on a detector breakdown of the 53 restatements disclosed since January 1, 2006 by 1,355 Russell 1000 companies (the aggregate population over five years) that also experienced an auditor departure since January 1, 2005. As noted in the Research Method section of this report, instead of directly determining the 53 restatements of primary interest, Audit Analytics approached the research in a manner that determined underlying populations of restatements and auditor departures in order to provide context to the final results. These underlying populations allow for a broader review of the Russell 1000. Conversely, Audit Analytics performed a review of individual restatements from certain categories above to obtain additional insight about the restatements identified. Additional observations, both broad and narrow follow:

- **About 82% of the Annual Restatements disclosed by the Russell 1000 were disclosed by companies that did not experience an auditor departure.**

As explained in the Research Method section, an analysis of all the restatements disclosed on or after January 1, 2006 by the 1,355 Russell 1000 companies (the aggregate population over five years) identified 291 Annual Restatements. The analysis also identified 53 Annual Restatement disclosed by companies that also experienced an auditor departure. Therefore, 238 Annual Restatements were disclosed by companies while maintaining their ongoing relationship with their auditor. This figure shows that about 82% of Annual Restatements were disclosed by companies that experienced no auditor departure.

- **The total auditor changes experienced by the Russell 1000 since January 1, 2005 had a “fresh eyes” restatement discovery rate of no more than about 3.0%.**

Since January 1, 2005, the research population of 1,355 Russell 1000 companies (the aggregate population over five years) experienced 173 auditor changes. An analysis of all restatements filed since January 1, 2006 identified 291 Annual Restatements. Of the 291 Annual Restatements, four were discovered, to some extent, by the assistance of the “fresh eyes” of a newly engaged auditor. Therefore, four “fresh eyes” restatements resulted from 173 auditor changes (less than one per year). These numbers represent a discovery rate of approximately 2.3%. As explained in the Research Method below, the analysis looked at one more year of auditor departures than restatements to obtain historical information on the latest restatements. Since four “fresh eyes” restatements were identified within the nearly-six-year restatement period reviewed (since January 1, 2006), the inclusion of 2005 would be expected to create about one additional “fresh eyes” restatement, which would increase the discovery rate to 2.9%.

- **Two of the four “fresh eyes” restatements were triggered by an auditor change that occurred before the suggested mandatory auditor rotation period of ten years.**

As noted in the pie chart above, Audit Analytics identified 4 “fresh eyes” restatements. An individual review of the four companies found that PricewaterhouseCoopers had a 19-year tenure with Precision Castparts and Ernst & Young had a 27-year tenure with Hovnanian before the departure and the “fresh eyes” restatement. The other two “fresh eyes” restatement events, however, fell outside the application of the suggested mandatory auditor rotation period of ten years. Deloitte & Touche only had a 5-year tenure with PNC Financial prior to its departure. Likewise, GLG Partners filed their S-1 on December 6, 2007 and thus the ten-year anniversary would not apply until December 6, 2017.

- **In addition to the 4 “fresh eyes” restatements, 7 restatements corrected misstatements that occurred after the engagement of the new auditor, 5 of which may be attributable to a lack of familiarity the recently engaged auditor had with its new client and the business.**

The pie chart provided in the prior section shows 11 Annual Restatements involving the new auditor: 4 restatements (7.5%) “fresh eyes” restatements and 7 restatements (13.2%) that corrected misstatements that occurred after the new auditor’s engagement. As noted in the Research Method section below, academic papers have indicated that auditor rotation can provide a fresh viewpoint and increased professional skepticism on one hand, but on the other hand, can increase the chance of a misstatement due to the recently engaged auditor’s lack of familiarity the new clients’ businesses, operations, and systems. (Myers et al. 2003, p. 1-3). This lack of familiarity appears to diminish after two years. (Id. at 2). A further review of the 7 restatements that corrected misstatements occurring after the engagement of the new auditor found 5 restatements disclosed within 2.5 years after the engagement (“newly engaged” restatement) and 2 restatements were disclosed thereafter. The 5 “newly engaged” restatements may have resulted, to some extent, from the lack of familiarity the new auditor had with its new client and the new client’s business. An 8-K review of these 5 restatements revealed 1 of the 5 “newly engaged” restatements required an Item 4.02 disclosure. Therefore, 4 of the “newly engaged” restatements did not undermine reliance on past financial statements.

### **Research Method and Results**

Since the PCAOB is considering mandatory audit firm rotation for the largest issuers, this research focused on the Russell 1000 companies. The research population includes every public registrant listed in one or more Russell 1000 reconstitution from 2005 to 2010, inclusive: a total of 1,355 companies. The table on page 7 presents the order and results of each step of the research process. Instead of immediately identifying companies that experienced both a restatement and auditor change to find promising restatement-auditor departure events, Audit Analytics adopted a more deliberate approach in order to quantify the underlying populations to allow the final results to be placed in context. The restatement analysis included all restatements disclosed on or after January 1, 2006.<sup>2</sup> To obtain prior auditor change history of the companies with older restatements, the auditor departure analysis covered all disclosures on or after January 1, 2005.

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<sup>2</sup> The research in this report is based on a database download of October 28, 2011.

As shown in the table on page 7, research on the 1,355 Russell 1000 companies found 173 auditor departures from 168 unique companies since January 1, 2005 and 378 restatements from 298 unique companies since January 1, 2006. Since quarterly restatements do not address audited financials, Audit Analytics determined which restatements affected a period greater than 353 days (“Annual Restatement”). Application of this criterion found 291 Annual Restatement disclosed by 239 unique companies. An auditor change analysis of the 298 companies that filed one or more restatements found 55 auditor departures experienced by 54 unique companies. When the analysis focused on the 239 unique companies that disclosed an Annual Restatement, 42 auditor departures from 41 companies were identified.

The research then focused on the 54 unique companies that disclosed a restatement on or after January 1, 2006 while also experiencing an auditor departure since January 1, 2005. These companies were candidates for disclosing restatements that corrected misstatements discovered, in part, by the “fresh eyes” of a recently engaged auditor. These companies disclosed 74 restatements and 53 Annual Restatements. A total of 41 unique companies filed the 53 Annual Restatements.

The last step of the analysis categorized the 53 Annual Restatements linked to an auditor departure. An initial category bifurcation concentrated on the restatement disclosure date and the auditor departure date. If the company disclosed the restatement before the auditor departure, the new auditor was clearly not involved in the discovery of the misstatement.<sup>3</sup> A total of 34 restatements fell under this category and 31 of these restatements were followed by an auditor dismissal. This group of restatements would contain some occurrences where the need to disclose a restatement harmed the relationship the auditor had with the client and resulted in a decision on the part of the client to dismiss the auditor. The other three restatements, linked to an auditor resignation, could contain situations where the auditor lost faith in the client and chose to sever the relationship.

The remaining 19 (out of 53) Annual Restatements were disclosed after the auditor departure and thus continued to be candidates for occasions where the “fresh eyes” of a recently engaged auditor aided in the discovery of a pre-existing financial misstatement. This group of restatements was broken into three subsets.

1) The next filter compared the auditor at the restatement disclosure with the auditor listed for the opinion period end during the restated period. If the two auditors were not the same, a potential existed for a “fresh eyes” discovery. A total of 8 restatements fell within this category. An individual review of these 8 restatements found 1 restatement where the corrected misstatement appears to have been found, to some extent, with the assistance of the “fresh eyes” of the recently engaged auditor. This “fresh eyes” restatement was disclosed on February 4, 2008 by PNC Financial Services Group (CIK 713676) after an auditor departure on November 15, 2006. In contrast, the SEC appears to deserve some credit for the discovery of the misstatements adjusted in three restatements within this group. The SEC issued a comment letter to Shaw Group (CIK 914024) that seemed to have resulted in two restatements and began an investigation of ConAgra (CIK 23217) that appeared to have caused a restatement. In addition, one restatement in the group, a restatement by Metropcs Communications (CIK 1283699), adjusted a misstatement discovered by the audit committee. One restatement was categorized separately, because the restatement only dealt with stock option backdating issues. Lastly, two restatements from this group concerned misstatements that were discovered after a “Loud Exit.”<sup>4</sup> As explained more fully in the footnote, a “Loud Exit” describes an auditor engagement where the

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<sup>3</sup> This category includes restatements where another auditor was engaged, but the departing auditor remained active after the engagement date to wrap up outstanding work and thus did not truly leave until after the engagement date.

<sup>4</sup> A “Loud Exit” describes an auditor engagement where the incoming auditor appears to have assisted in the discovery of a misstatement, but was fully warned of outstanding issues that greatly heighten the likelihood that undetected financial misstatements exist while the predecessor auditor’s efforts were apparently cut short by its departure. One restatement in this category is a restatement disclosed on May 24, 2006 by Coldwater Creek (CIK 1018005). On March 9, 2005, the company disclosed a restatement that adjusted lease and capitalization issues. On June 20, 2006, KPMG filed a restated SOX 404 auditor attestation noting a number of material weaknesses in the company’s internal controls over financial reporting (IFCRs) including revenue recognition issues. The company dismissed KPMG on April 19, 2006 and engaged Deloitte. About one month later, on May 24<sup>th</sup>, the company disclosed a new restatement (the restatement at issue in this analysis). As a rule, when reviewing all restatements, Audit Analytics erred on the side of allocating “fresh eyes” credit on finding the misstatements, and the 8-K, Item 4.02 noted that the company discovered the misstatement on May 22<sup>nd</sup>

incoming auditor appears to have assisted in the discovery of a misstatement, but was fully warned of outstanding issues that greatly heighten the likelihood that undetected misstatements exist. The predecessor auditor identified numerous shortcomings, but its efforts to address them were cut short by their departure.

2) The next filter identified those restatements that adjusted work under the predecessor auditor's engagement in addition to work that occurred during the new auditor's engagement. Again, such a restatement presents a potential for an adjustment found, in part, by the "fresh eyes" of the recently engaged auditor. Further review found three restatements appear to have been found with the assistance of "fresh eyes." If a company determines that its past financials should "no longer be relied upon," a company (if it is a 10-K filer) must disclose this determination, and the impending financial restatement, in Item 4.02 of a form of 8-K filing.<sup>5</sup> If a restatement is not preceded by an Item 4.02, past financials are still reliable. Therefore the presence or absence of an Item 4.02 provides an indication of a restatement's severity. Out of the three "fresh eyes" restatements identified in this group, one required an Item 4.02 and two did not.<sup>6</sup>

3) The last category of restatements identified was those restatements that adjusted work that occurred only under the new/current auditor's engagement. These restatements do not implicate the participation of "fresh eyes," but introduce another element of auditor rotation. Academic papers addressing auditor rotation have noted that "[t]he mandatory rotation of audit firms has long been recommended as a means to improve audit effectiveness and, in turn, improve the quality of financial reporting," but, in contrast, studies "of substandard auditor performance, found indications that a lack of familiarity with new clients' businesses, operations, and systems, in first- or second-year audits was potentially more detrimental to audit quality than was any 'over familiarity' or close relationship due to long-term auditor tenure." (Myers, J., L. Myers, Z-V. Palmrose, and S. Scholz. 2004. *Mandatory auditor rotation: Evidence from restatements*. Working paper, University of Illinois: p. 1-2.) The restatements in this last category are candidates for the latter effect: misstatements occurring soon after an auditor is engaged due the auditor's lack of familiarity ("newly engaged restatement"). A review of the last nine restatements found five that could fall within the "newly engaged" category, but only one of the five was accompanied by an Item 4.02. Four of these restatements did not require an Item 4.02. Two of the restatements were disclosed over 2.5 years after the engagement and thus categorized separately. In addition, another restatement was categorized separately because the restatement only dealt with stock option backdating issues.

As a side task, Audit Analytics performed an individual review of each of the four companies that disclosed the four "fresh eyes" restatements to determine the tenure of the auditor that departed prior to the disclosure of the restatement. This review found that PricewaterhouseCoopers had a 19-year tenure with Precision Castparts

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"based on review and consultation with its independent auditor," but this scenario is not a clean "fresh eyes" discovery since Deloitte accepted the engagement fully aware of ongoing concerns. The misstatement was discovered very quickly after the engagement and it appears that KPMG's efforts to address concerns were cut short. The second Loud Exit restatement is the Toys R Us (CIK 1005414) restatement disclosed on May 15, 2007. On April 28, 2005, E&Y filed a SOX 404 auditor attestation noting a numerous material weaknesses in the company's IFCRs and about three months later, on July 26<sup>th</sup>, E&Y was dismissed. The company engaged Deloitte and it took over two years of work before Deloitte could file a clean SOX auditor attestation on May 2, 2008. During this time, on May 15, 2007, the company disclosed a restatement. Since E&Y's efforts were cut short, a Loud Exit designation was given to this scenario.

<sup>5</sup> In response to Section 409 of the Sarbanes-Oxley Act of 2002, entitled "Real Time Issuer Disclosures," the SEC identified new reportable items that must be disclosed in an 8-K. This new set of disclosure requirements became effective on August 23, 2004 and applied to all registrants that file 10-Ks for annual reports. (See SEC Form 8-K Directions: [www.sec.gov/about/forms/form8-k.pdf](http://www.sec.gov/about/forms/form8-k.pdf).) One of the new reportable events that triggered a disclosure, within four business days, is the conclusion that a past financial statement should "no longer be relied upon." Such an event is to be disclosed in an 8-K under Item 4.02, entitled *Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review*. However, since a disclosure in Item 4.02 is required when it is determined that a past financial can no longer be relied upon, a restatement that provides an immaterial adjustment to prior year financials need not be preceded by a 4.02 because the adjustment will not undermine prior reliance. Pursuant to SEC Release 33-8400 (Link: <http://www.sec.gov/rules/final/33-8400.htm>) the population of registrants that must file 8-K disclosures are those companies that file an annual report other than on Form 20-F or 40-F.

<sup>6</sup> GLG Partners (CIK 1365790) restatement of April 15, 2008 was disclosed in Item 4.02 while the Precision Castparts (CIK 79958) restatement of May 29, 2008 and the Hovnanian Enterprises (CIK 357294) restatement of December 22, 2010 were not.

(CIK 79958) and Ernst & Young had a 27-year tenure with Hovnanian Enterprises (CIK 357294) before the departure and the “fresh eyes” restatement. The other two “fresh eyes” restatement events, however, fell outside the application of the suggested mandatory auditor rotation period of ten years. Deloitte & Touche only had a 5-year tenure with PNC Financial Services Group (CIK 713676) prior to its departure and GLG Partners (CIK 1365790) filed their S-1 on December 6, 2007 and thus the ten-year anniversary would not apply until December 6, 2017.

In summary, a database analysis of 1,355 Russell 1000 companies (the aggregate population over five years) found 378 restatements disclosed on or after January 1, 2006. The same 1,355 companies experienced 173 auditor departures on or after January 1, 2005. The research steps described above found a total of four restatements where the misstatement was discovered, to some degree, with the assistance of the “fresh eyes” of the recently engaged auditor. (See Pie Chart on page 8.) Two of the four “fresh eyes” restatements required the filing of an Item 4.02 (past financials can no longer be relied upon) and two did not. Also, two of the four “fresh eyes” restatements presented a scenario outside the application of the suggested 10-year auditor rotation period because the auditor that departed had not reached the 10-year mark prior to the departure. The analysis also found other categories of interest. Two other restatements involved “fresh eyes” but were said to be discovered after a “Loud Exit” because the incoming auditor was given full warning of many shortcomings and the departed auditor’s efforts to address the shortcomings was cut short by its departure. In addition, the SEC was given credit for the discovery of the issues addressed in three restatements and an audit committee was given credit for the discovery of one misstatement. The possible negative consequence of an auditor change is the new auditor’s lack of familiarity with the new clients businesses, operations, and systems. The research identified five restatements that could possibly be attributable to a lack of familiarity, but only one of the five required an Item 4.02.

# Russell 1000

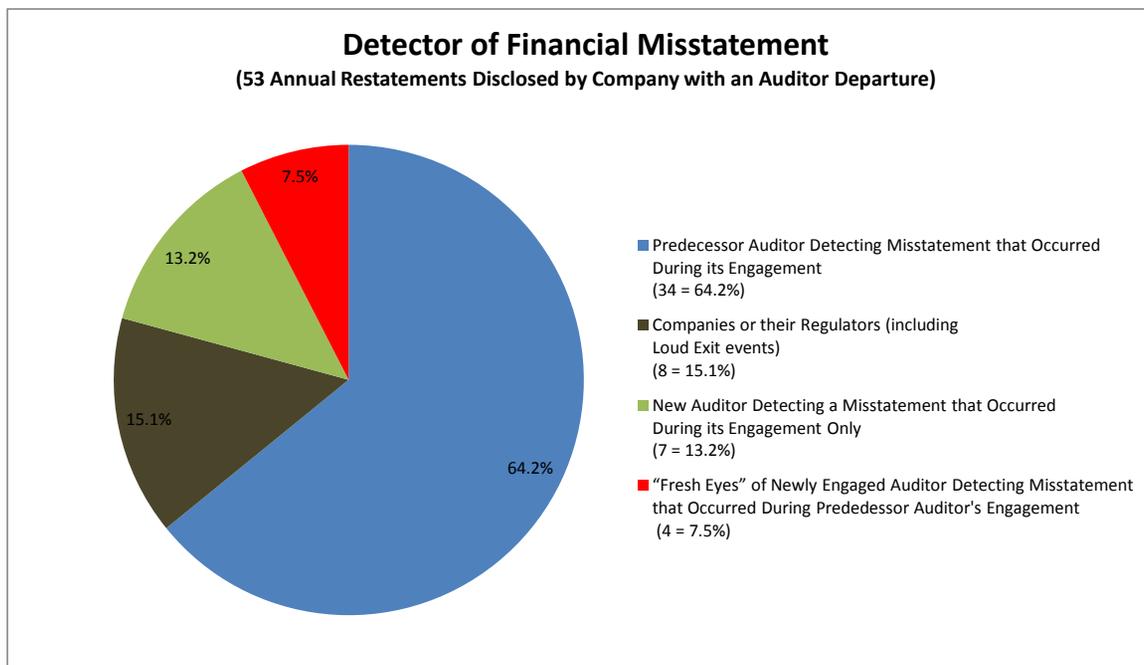
## Research Steps and Results

Research Steps and Data Description	#
<b>1) Research Population: Companies that were in the Russell 1000 at Least Once During a 6 Year Period: 2005 to 2010</b>	
Russell 3000 Population, 6 Year Aggregate from 2005 to 2010 companies	1,355
Population Breakdown: U.S.	1,308
Canada	2
Foreign	45
<b>2) Auditor Departures Experienced by Research Population since Jan. 1, 2005</b>	
Auditor Departures	173
Unique Companies with One or More Departures	168
<b>3) Restatements Filed since Jan. 1, 2006 by Those with Auditor Departures Identified Above</b>	
Total Restatements	378
Unique Companies with One or More Restatements	298
Total Annual Restatements (Restate Period > 353 days)	291
Unique Companies with One or More Annual Restatements	239
<b>4) Auditor Departures by the 298 Unique Companies that Filed Restatements (as Identified Above)</b>	
Auditor Departures	55
Unique Companies with One or More Departures	54
Auditor Departures from Those with Annual Restatements	42
Unique Companies with Annual Restatement & One or More Departures	41
<b>5) Restatements Filed since Jan. 1, 2006 by the 54 Companies that also Experienced an Auditor Departure Since Jan. 1, 2005.</b>	
Total Restatements	74
Unique Companies with One or More Restatements	54
<b>6) Annual Restatements Filed since Jan. 1, 2006 by the 41 Companies that also Experienced an Auditor Departure Since Jan. 1, 2005.</b>	
Total Annual Restatements (Restate Period > 358 days)	53
Unique Companies with One or More Annual Restatements	41
<b>7) Categorizing the 53 Annual Restatements Filed since Jan. 1, 2006 by the 41 Companies that also Experienced an Auditor Departure Since Jan. 1, 2005.</b>	
Restatements that Occurred <u>Before</u> Auditor Departure and thus misstatement discovered <u>without</u> "fresh eyes"	34
Restatements that Occurred <u>After</u> an Auditor Departure <b>AND</b>	
1) Auditor at the Restatement Disclosure Date is NOT an Auditor listed as Auditor for the Opinion Period End During the Restated Period.	
• Incoming Auditor's "fresh eyes" appears to have assisted; 8-K, Item 4.02 disclosure	1
• Incoming Auditor's "fresh eyes" appears to have assisted; no Item 4.02	0
• "SEC eyes" initiated (comment letter or investigation)	3
• Misstatement discovered after "Loud Exit" <sup>2</sup>	2
• Audit Committee inquiry prior to new auditor engagement	1
• Auditor restates due to stock option backdating	1
2) Restatements that adjust work during prior auditor's engagement and work during present auditor's engagement and thus "fresh eyes" appear to have assisted; 8-K, Item 4.02 disclosure filed.	1
Restatements that adjust work during prior auditor's engagement and work during present auditor's engagement and thus "fresh eyes" appear to have assisted; no Item 4.02.	2
3) Restatements that adjust only work during current auditor's engagement and thus No "fresh eyes."	
• Auditor restates own work (possibly due to <u>lack of familiarity</u> ) <sup>3</sup>	1
• Auditor restates own work (possibly <u>lack of familiarity</u> /no Item 4.02)	4
• Auditor restates own work (no lack of familiarity/over 2.5 years engaged)	2
• Auditor restates due to stock option backdating	1

**Notes:**

- 1) Research based on a database download of October 28, 2011.
- 2) A "Loud Exit" describes an auditor engagement where the incoming auditor was fully warned of outstanding issues that greatly heightened the likelihood that undetected financial misstatements existed. For a full description of this type of restatement, see footnote 4 in the text of the report.
- 3) By lack of familiarity, we refer to a "new client's businesses, operations, and systems." (Myers, J., L. Myers, Z-V. Palmrose, and S. Scholz. 2004. Mandatory auditor rotation: Evidence from restatements. Working paper, University of Illinois: p. 2.)
- 4) The EXCO restatement (key 13949) is counted as a restatement but not an annual restatement because it addressed an unaudited footnote.

## Detector Breakdown of Step 7 Table Results



7) Categorizing the 53 Annual Restatements Filed since Jan. 1, 2006 by the 41 Companies that also Experienced an Auditor Departure Since Jan. 1, 2005.		Predecessor Auditor	Company or Regulator	New Auditor	"Fresh Eyes"
Restatements that Occurred <u>Before</u> Auditor Departure and thus misstatement discovered <u>without</u> "fresh eyes"	34	34			
Restatements that Occurred <u>After</u> an Auditor Departure <b>AND</b>					
1) Auditor at the Restatement Disclosure Date is NOT an Auditor listed as Auditor for the Opinion Period End During the Restated Period.					
• Incoming Auditor's " <u>fresh eyes</u> " appears to have assisted; 8-K, Item 4.02 disclosure	1				1
• Incoming Auditor's " <u>fresh eyes</u> " appears to have assisted; no Item 4.02	0				0
• " <b>SEC eyes</b> " initiated (comment letter or investigation)	3		3		
• Misstatement discovered after "Loud Exit" <sup>2</sup>	2		2		
• Audit Committee inquiry prior to new auditor engagement	1		1		
• Auditor restates due to stock option backdating	1		1		
2) Restatements that adjust work during prior auditor's engagement and work during present auditor's engagement and thus " <u>fresh eyes</u> " appear to have assisted; 8-K, Item 4.02 disclosure filed.	1				1
Restatements that adjust work during prior auditor's engagement and work during present auditor's engagement and thus " <u>fresh eyes</u> " appear to have assisted; no Item 4.02.	2				2
3) Restatements that adjust only work during current auditor's engagement and thus No "fresh eyes."					
• Auditor restates own work (possibly due to <u>lack of familiarity</u> ) <sup>3</sup>	1			1	
• Auditor restates own work (possibly <u>lack of familiarity</u> /no Item 4.02)	4			4	
• Auditor restates own work (no lack of familiarity/over 2.5 years engaged)	2			2	
• Auditor restates due to stock option backdating	1		1		
		<b>34 = 64.2%</b>	<b>8 = 15.1%</b>	<b>7 = 13.2%</b>	<b>4 = 7.5%</b>

**AUDIT ANALYTICS - AUDIT, REGULATORY AND DISCLOSURE INTELLIGENCE**

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**Audit Analytics** delivers comprehensive intelligence on public companies, broker dealers, Registered Investment Advisors, Single Audit Non Profits and over 1,500 accounting firms. Our data includes detailed categorizations of audit and compliance issues and is considered by many professionals to be the best primary data source for tracking and analysis of the following public company disclosures:

- ✚ **Sarbanes-Oxley Disclosures**
  - Track Section 404 internal control disclosures and Section 302 disclosure controls.
- ✚ **Auditor Information**
  - Know who is auditing whom, their fees, auditor changes, auditor opinions and more.
- ✚ **Financial Restatements**
  - Identify company restatements by type, auditor and peer group. Analyze by date, period and specific issue.
- ✚ **Legal Disclosures**
  - Search all federal litigation by auditor, company and litigation type. Know who is representing whom.
- ✚ **Corporate Governance**
  - Track director & officer changes, audit committee members, C-level executives and their biographies.
- ✚ **SEC Comment Letters**
  - An extensive collection of analyzed SEC Comment Letters back to 2004 and indexed according to a taxonomy of over 2,800 issues, rules, and regulations.

**Detailed reports** are easily created by issue, company, industry, auditor, fees and more. These reports are downloadable into Excel. Daily notifications via email are available for auditor changes, financial restatements, adverse Internal controls & disclosure controls, late filings, going concerns and director & officer changes.

**Access** to Audit Analytics is available via on-line subscription, enterprise data-feeds, daily email notifications and custom research reports.

**CONTACT**

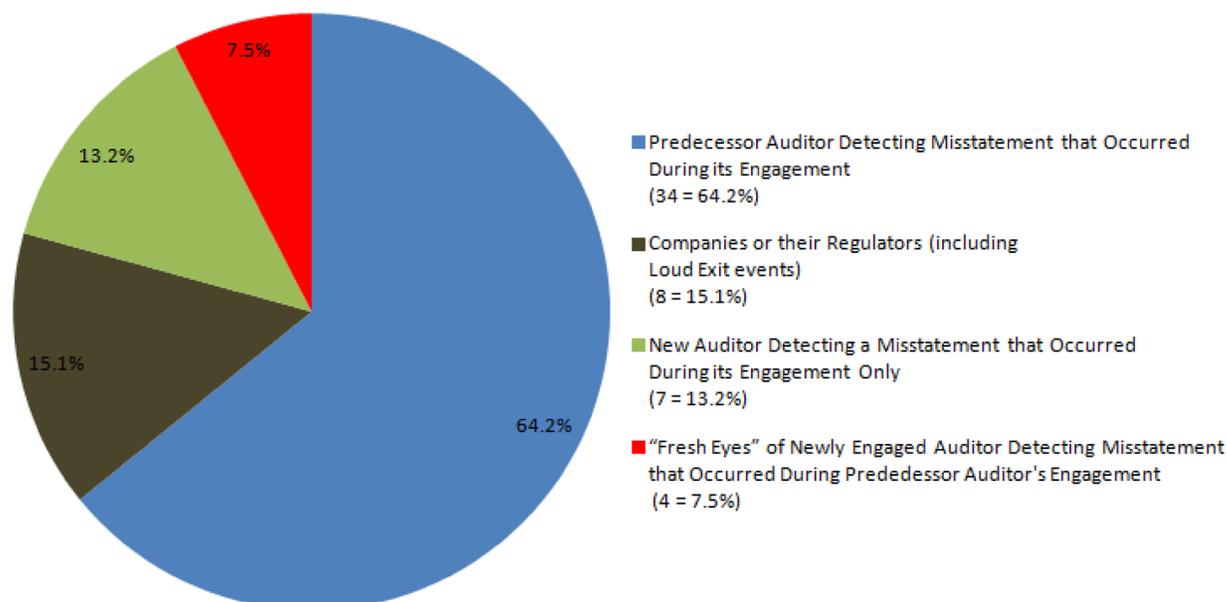
For more information on subscriptions, data feeds, custom reports or to schedule an on-line demonstration, please contact:

Audit Analytics Sales  
(508) 476-7007  
Info@AuditAnalytics.com

**Audit Analytics** (research company)

Audit Analytics performed an extensive analysis of six years of restatements by Russell 1000 companies that changed auditors (a restatement-auditor departure event). We sought to determine the extent to which a “fresh look” by newly engaged auditors led to the restatements (“fresh eyes” restatements). 53 restatements related to Auditor changes.

**Detector of Financial Misstatement**  
(53 Annual Restatements Disclosed by Company with an Auditor Departure)



**Restatements of Companies that had Auditors Leave**

7.5% (4 of 53) of the Annual Restatements linked to an auditor departure were detected, in part, by the “fresh eyes” of the newly engaged auditor.

64% (34 of 53) of the Annual Restatements linked to an auditor departure were detected prior to the auditor’s departure.

15% (8 of 53) of the Annual Restatements linked to an auditor departure were detected by the companies themselves or their regulators.

13% (7 of 53) of the Annual Restatements linked to an auditor departure were restatements that corrected misstatements that occurred after the new auditor’s engagement. Auditor restated their own work....most like due to “lack of familiarity”.

**Total Population Observations (total of 291 restatements):**

82% of the Annual Restatements disclosed by the Russell 1000 were disclosed by companies that did not experience an auditor departure. (238 of 291 companies that did a restatement)

3% The total auditor changes experienced by the Russell 1000 since January 1, 2005 had a “fresh eyes” restatement discovery rate of no more than about 3.0%. Of the 291 Annual Restatements, four were

discovered, to some extent, by the assistance of the “fresh eyes” of a newly engaged auditor. Therefore, four “fresh eyes” restatements resulted from 173 auditor changes (less than one per year).

- 4 of 173 – due to “fresh eyes” restatements
- 2 of 4 – had auditors for more than 10 years
- 2 of 4 has less than 10 years

### **AICPA letter to PCAOB...Dec 2011 (AICPA 370,000 members)**

Research indicates that mandatory firm rotation may have an adverse impact on audit quality; however, we are not aware of any such credible research that exists demonstrating that firm rotation would significantly improve audit quality.

In fact, numerous academic studies indicate that audit quality actually increases with audit firm tenure. Experience and knowledge of the company’s operations and industry are crucial to a high quality audit and such knowledge and experience increases with audit tenure.

Academic research has demonstrated that audit quality “tends to improve rather than worsen with tenure, providing support to the expectation that there is a significant learning process for the auditor, i.e., an auditor needs time to get to know sufficiently well the business of the client and, consequently, audit quality tends to increase over time.”<sup>3</sup>

Such studies have further concluded that audit quality suffers when the auditor lacks a solid base of experience and understanding of a public company’s business.

Mandatory firm rotation may also result in a greater risk of fraud and therefore, adversely impact audit quality. Specifically, academic research indicates that fraudulent financial reporting is more likely to occur in the first three years of the auditor-client relationship. Furthermore, such research concludes that there is no evidence that the risk of fraudulent financial reporting is greater with long audit tenure.

*Accordingly, extensive research has been conducted that suggests mandatory firm rotation would not achieve the Board’s objective of enhancing audit quality but rather, may serve to impair it.*

**Audit Committees...**mandatory rotation could prevent the audit committee from selecting and retaining the most qualified audit firm to perform the company’s audit.

**Conclusion...**In closing, we would like to reiterate that we do not believe the PCAOB should proceed with a mandatory firm rotation requirement without evidence that links audit firm tenure to the audit failures noted in the PCAOB inspection findings.

### **LETTER FROM THE CENTER FOR CAPITAL MARKETS**

**GAO...**in 2003, the General Accounting Office (“GAO”) studied the issue and decided that audit firm rotation was not necessary and would drive up both audit fees and financial reporting costs for companies.

**Congress...**in 2012 again rejected mandatory audit firm rotation through passage and enactment of the Jumpstart Our Businesses Startup Act (“JOBS Act”), which includes a provision banning mandatory audit firm rotation for emerging growth companies.

**Academic Studies...**From the standpoint of evidence on the implications of auditor tenure, it is also important to recognize that the weight of the evidence from academic research does **not** support the implementation of mandatory audit firm rotation.

**PROPOSAL TO PROVIDE  
AUDIT SERVICES  
FOR THE  
CITY OF SOUTH WEBER, UTAH  
FOR THE YEAR ENDED  
JUNE 30, 2020**



**Keddington & Christensen, LLC**  
Certified Public Accountants

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**Keddington & Christensen, LLC**

Certified Public Accountants

Gary K. Keddington, CPA

Phyl R. Warnock, CPA

Marcus K. Arbuckle, CPA

May 12, 2020

Members of the City Council and Mayor of the  
City of South Weber, Utah

We are thrilled to provide this proposal for your consideration! We believe we have the necessary skills and experience to provide South Weber City with the financial audit services it requires. As you will see later on in this proposal, we have extensive experience in governmental auditing, in fact, approximately 80% of our clients are governmental entities of one type or another, whether they be cities, special districts, or interlocal entities. Our firm is dedicated to providing quality audit services at a fair and reasonable price.

Some benefits of working with our firm are: partners and managers over the engagement are in the field with the staff, our staff are highly cross-trained, and we don't charge for phone calls.

With the partner and managers in the field overseeing the audit, any significant decisions, questions, issues, or concerns related to the audit are usually handled right there at the client's office as they arise. This ensures that the audit work continues as seamless as possible and any questions or concerns from the client can be resolved as quickly as possible.

Another aspect that we pride ourselves in is having our staff highly cross-trained. Part of our practice consists of providing CFO and consulting services to several cities and districts throughout the state of Utah. These services consist of continual reviews of financial information, budget preparation, audit preparation services, and many others. Even our newest staff participate in the reconciliation and reporting services that we provide to these consulting entities. Also, our training and continuing education programs exceed the minimum requirements for auditors of governmental entities, and CPA licensure requirements.

The third benefit we mentioned was not charging for phone calls. This concept may seem simple and "common sense", however, we noticed that many of our clients were hesitant to contact their former auditors because they were always charged for every minute of every phone call. We believe that type of practice to be a disservice to our clients. We prefer to have open communication with our clients so that issues, concerns, or questions can be resolved throughout the year as they arise, instead of becoming potentially bigger issues after year end when reporting deadlines are looming.

Those are just some of the benefits you can expect from working with Keddington & Christensen. Again, we are excited for this opportunity and look forward to hearing from you.

Sincerely,

*Keddington & Christensen, LLC*

Keddington & Christensen, LLC

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## **A: PROFILE OF THE INDEPENDENT AUDITOR**

### **1. Organization and size**

KCHM, LLC, dba Keddington & Christensen is a limited liability company, with seven CPA's and seven professional and support staff. We are a local certified public accounting firm specializing in providing audits and other assurance services.

### **2. Location, Size, and Staff by Level of Keddington & Christensen**

Keddington & Christensen operates primarily in the Utah area. Our offices are located at 1455 West 2200 South, Suite 201, in Salt Lake City, Utah. We currently have four partners, two managers, and eight professional and support staff. All of our partners and professionals have experience in performing governmental audits. We currently have six licensed CPAs. Our partners, managers and staff have always emphasized the need for prompt responses to our clients' needs in achieving their goals and objectives. We have structured our firm in a way that allows our clients easy access to the partner or manager responsible for their engagement.

We understand the need for our clients to contact us throughout the year regarding various accounting issues. It is our policy to not charge for short phone calls and questions that arise between audits.

### **3. Statement Regarding Proposer's Staff Capability to Audit Computerized Systems**

The Partners and staff of Keddington & Christensen routinely audit through and with various computerized accounting systems. Our experience ranges from inexpensive small business accounting software, to governmental and non-profit accounting systems, to large complex systems. We use many of our clients' accounting systems to produce reports and provide information for audit and consulting purposes. We have the capability from our office and our notebook computers to access, obtain, and download accounting information from our clients' computerized systems and use this information to more effectively perform the audit. Due to our experience with many governmental entities, we have a broad experience with various governmental related software programs including Caselle, Pelorus, Tyler Technology's Munis, and QuickBooks.

### **4. Affirmative Statements**

- a) We affirm that we are properly licensed to practice as certified public accountants in the State of Utah (firm license #8199214-2603).
- b) We affirm that we are independent of the City as defined by the AICPA's Rule 101 and *Government Auditing Standards*.
- c) We affirm that we meet the continuing professional education and external quality control review requirements contained in the *Government Auditing Standards*.

## **B: PROPOSER'S QUALIFICATIONS**

### **1. Resumes and Qualifications**

Gary Keddington, CPA will be the partner with final responsibility of the audit. In addition to Gary, Marcus Arbuckle, CPA, will be the concurring partner. Steven Rowley, CPA, will be the manager on this engagement. Other staff members that we anticipate playing a significant role in your engagement will include Steve Rowley, and Dean Austin. The resumes for those partners and staff are included below.

#### **Gary Keddington, CPA – Partner**

Mr. Keddington has received his degree in Accounting from the University of Utah in 1983. Prior to joining Keddington & Christensen (formerly Jensen & Keddington) in January of 1985, Mr. Keddington worked for a Utah based regional certified public accounting firm. Mr. Keddington became a partner in the firm in January 1989. Mr. Keddington has over 29 years of providing auditing and consulting services to governmental entities.

Mr. Keddington is a member of the UGFOA, AICPA and the UACPA. Currently Mr. Keddington is the outside consulting Finance Director for Manti City, Gunnison City, Moroni City, and Centerfield City; and serves on the Board of Directors for the Bountiful Irrigation District. Mr. Keddington has attended continuing education related to Government Auditing including courses and conferences offered by the Utah State Auditor's office, UGFOA, GFOA, and UACPA.

#### ***Certificate of Educational Achievement***

Mr. Keddington has also received the Certificate of Educational Achievement for Governmental Accounting and Auditing issued by the American Institute of Certified Public Accountants (AICPA). This certificate represents that the recipient has taken an extensive course sponsored by the AICPA regarding governmental accounting and auditing. The recipient must also take and pass four different examinations regarding governmental accounting and auditing.

The following is a list of some of the governmental and related engagements for which Mr. Keddington was the primary partner, all of which are current or recent clients within the last two years:

- South Weber City
- Washington Terrace City
- Bountiful City
- Lindon City
- Manti City
- Gunnison City
- Moroni City
- Centerfield City
- Grantsville City
- Utah Transit Authority
- UTOPIA
- UIA
- Timberlakes Special Service District
- South Valley Water Reclamation Facility
- South Valley Sewer District
- Carbon Water Conservancy District
- North Sanpete Ambulance Service District

## **B: PROPOSER'S QUALIFICATIONS (Continued)**

### **1. Resumes and Qualifications (Continued)**

#### **Steve Rowley, CPA – Concurring Audit Partner**

Mr. Rowley graduated with a bachelor's degree in Accounting (Magna Cum Laude) in 2008 from Southern Utah University. Mr. Rowley then went on to earn a Masters of Accounting in April 2010 and a Masters of Business Administration in December 2010 from Southern Utah University. Mr. Rowley joined Keddington & Christensen (formerly Jensen & Keddington) in December 2010. In 2014, Mr. Rowley was promoted to audit manager and in January 2017 Mr. Rowley was promoted to Audit Partner. Mr. Rowley is licensed as a CPA in Utah.

The following is a list of some of the governmental audits for which Mr. Rowley manages the entire audit process, or has worked on the audit in the last two years:

- South Weber City
- Syracuse City
- Logan City
- Highland City
- Cedar Hills City
- Utah Transit Authority
- Weber Basin Water Conservancy District
- Central Valley Water Reclamation Facility
- Taylorsville-Bennion Imp. District
- Midvalley Improvement District
- Lone Peak Public Safety District
- South Davis Recreation District
- Uintah Recreation District
- Wasatch Integrated Waste Management
- Timberlakes Water Special Service District

#### **Dean Austin – Staff Auditor**

Before his University education, Mr. Austin retired from the Air Force after serving our country for 13 years. Mr. Austin graduated with a bachelor's degree in Accounting (Summa Cum Laude) in 2017 from Weber State University. Mr. Austin went on to earn a Master of Accounting degree from the University of Utah in 2018. Mr. Austin joined Keddington & Christensen in May 2018. He is currently studying for the CPA exam.

The following is a list of some of the more recent governmental audit and related engagements for which Mr. Austin has worked on:

- South Weber City
- Ely City, Nevada
- Magna Water District
- North Pointe Solid Waste
- South Ogden City
- Syracuse City
- Uintah Recreation District
- Utah Infrastructure Agency
- Utah Telecommunication Open Infrastructure Agency
- Utah Transit Authority
- Wasatch Integrated Waste Management District
- Weber Basin Water Conservancy District
- Grantsville City (Consulting)

## **B: PROPOSER'S QUALIFICATIONS (Continued)**

### **1. Recent Relevant Audit Experience**

As you may be aware, the personnel of Keddington & Christensen have performed services for over 29 years for cities, special districts and other governmental entities. Our more recent experience (within the last two years) related to governmental entities with similar operations to your City includes:

#### **Audits/Assurance Recent Experience**

- **South Weber City**
- **South Ogden City** – RDA, MBA, Water
- **Syracuse City** – CAFR, MBA, Water
- **Washington Terrace City** – CAFR, Water
- **Wasatch Integrated Waste Management** – Landfill
- **Bountiful City** – CAFR, RDA, MBA, Water, Electric, Landfill, Golf Course
- **West Valley City** – CAFR, Single Audit, RDA, MBA, Golf Course
- **West Jordan City** – CAFR, Single Audit, RDA, MBA
- **Murray City** – CAFR, Single Audit, RDA, MBA, Water, Electric, Golf Course
- **Lindon City** – CAFR, RDA, Water
- **Cedar Hills City** – CAFR, Water, Golf Course
- **Highland City** – Water
- **Woods Cross City** – Water
- **Toquerville City**
- **Magna Water District** – Water
- **Timberlakes Special Service District** – Water
- **South Valley Sewer District**
- **South Valley Water Reclamation Facility**
- **Wasatch Front Waste and Recycling**
- **Metropolitan Water City of Salt Lake and Sandy** – Water
- **Midvalley Improvement District**
- **Granger Hunter Improvement District** – Water
- **UTOPIA** – Single Audit
- **UIA**
- **Utah Transit Authority**
- **South Salt Lake Valley Mosquito Abatement District**
- **Uintah Recreation District**
- **Stansbury Service Agency**
- **Lone Peak Public Safety District**
- **North Sanpete Ambulance Service**
- **Washington State Office of Superintendent of Public Instruction** – program specific audits, Single Audit
- **Idaho State Department of Education** – program specific audits

## **B: PROPOSER'S QUALIFICATIONS (Continued)**

### **2. Recent Relevant Audit Experience (Continued)**

#### **Consulting or Finance Director Recent Experience**

- **Centerville City**
- **Manti City** – MBA, Water, Electric
- **Moroni City** – MBA, Water
- **Gunnison City** – MBA, Water
- **Centerfield City** – MBA, Water
- **Grantsville City** – MBA, Water
- **Somerton City, Arizona** – MBA, Water
- **South Sanpete School District**
- **Morgan County School District**

### **3. Other Auditors**

As can be seen in this proposal, we have enough qualified and trained personnel in our office to accomplish the requested audit in a timely manner. We will not use any sub-contractors, specialists, students, or interns, or staff from other firms for the performance of this audit.

## **C: PROPOSER'S APPROACH TO THE EXAMINATION**

### **Scope and Objective**

We will audit the basic financial statements of the City as of June 30, 2020. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such an opinion.

We will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

We will also complete the audit in accordance with the Single Audit Act (if necessary) under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), the new guidance which supersedes OMB Circular A-133, for audits beginning Fiscal Year 2016. We will also perform audit procedures as outlined by the Utah State Auditor's Office State of Utah Compliance Audit Guide and issue the appropriate reports and opinions.

**C: PROPOSER’S APPROACH TO THE EXAMINATION (Continued)**

**Audit Procedures**

Our audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions.

A successful audit provides the highest level of assurance on the reliability of the financial statements. Our audit approach also takes a businessperson’s perspective to the examination of the financial statements. We pride ourselves on being available to our clients throughout the year so we can make helpful and profitable observations and suggestions to improve operating efficiencies and control structures.

**Communications**

During our audit, if we become aware of significant deficiencies or material weaknesses in the design or operation of the internal control structure, and ways that we believe management practices can be improved, we will communicate them to you in the form of a comprehensive written management letter at the conclusion of our audit. If, during the course of our audit, we suspect illegal acts or observe indications of illegal acts, we will report these to you immediately.

**Estimated Hours and Single Audit Hours and Fee**

See section E, below.

**D: TIME REQUIREMENTS**

The following is a detail of how we anticipate accomplishing the audit and meeting the reporting deadlines requirements for 2020. In order to complete the project in a timely manner the City must have the records ready for audit in a timely manner, and as indicated below.

<i>City records ready for audit</i>	October 19, 2020
<i>Field Work – Performance of audit</i>	October 19, 2020
<i>Final Report – issued and ready</i>	November 30, 2020
<i>Exit Conference with the Council</i>	December 2020

**D: TIME REQUIREMENTS (Continued)**

The following is a detail of how we anticipate accomplishing the audit and meeting the reporting deadlines requirements for year 2017 and after. In order to complete the project in a timely manner the City must have the records ready for audit in a timely manner, and as indicated below.

<i>Entrance Conference</i>	June
<i>Interim Work</i> General file procedures Documentation and testing of internal control and compliance required by <i>Government Auditing Standards</i> . Testing of Utah State Compliance Other non-accounting related audit procedures	June or July
<i>City records ready for audit</i>	2 <sup>nd</sup> Week of September
<i>Field Work</i> – Performance of audit	2 <sup>nd</sup> Week of September
<i>Final Report</i> – issued and ready	Late October but no later than November 30
<i>Exit Conference with the Council</i>	November

**E: FEES**

Our fees for the proposed services for South Weber City will be 10,000 for the fiscal year ended June 30, 2020. Included in our audit fee amount is all travel, per diem, and all other out-of-pocket expenses. Our fee amount is based on the current Finance Director, current key accounting personnel, the number of funds, the current auditing standards, the time requirements detailed in this proposal, and the accounting records being available to be audited prior to the audit field work each year.

**Single Audit**

No additional fee will be charged for a Single Audit, if required, in any year. Estimated hours for a Single Audit varies based on the complexity of the grant and number of federal programs that need to be tested. On average, a Single Audit for one moderately complex grant requires 8-10 hours to plan, test, and prepare reports.

**Additional Services**

If the City requests additional services, the fee for those services will be negotiated at the time of service.

**F: NON-DISCRIMINATION CLAUSE**

Keddington & Christensen is an equal opportunity employer. Keddington & Christensen does not discriminate on the basis of race, religion, sex, color, age, handicap or national origin, and these are not factors in consideration for employment, selection for training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion or separation. We always seek to retain the most qualified personnel for our client base.



## **Report on the Firm's System of Quality Control**

October 7, 2019

To the Partners of Keddington & Christensen  
and the Peer Review Committee of the Nevada Society  
of Certified Public Accountants.

We have reviewed the system of quality control for the accounting and auditing practice of Keddington & Christensen (the firm) in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Keddington & Christensen in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Keddington & Christensen has received a peer review rating of pass.

A handwritten signature in cursive script that reads "Deaton & Company". The signature is written in black ink and is positioned above the printed name of the firm.

Deaton & Company, Chartered

## RESOLUTION 2020-22

### A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL EXTENDING AUDITING CONTRACT WITH KEDDINGTON & CHRISTENSEN, CPAS

**WHEREAS**, the City Council is responsible to hire independent auditors to assess South Weber City's financial statements annually; and

**WHEREAS**, in 2016 after a request for bids, Keddington & Christensen, CPAs was chosen to provide auditing services through the year 2019; and

**WHEREAS**, industry standard is five-year contracts which would include the current year; and

**WHEREAS**, substantial evidence points to the advantage of continuing with the same auditors who understand the City's record keeping and policies; and

**WHEREAS**, Keddington & Christensen, CPAs specialize in governmental auditing and have provided superior service to the City; and

**WHEREAS**, Keddington & Christensen, CPAs have offered to extend the contract for an additional year at the same rate;

**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Extension:** A one-year extension for auditor services is approved for Keddington & Christensen CPAs.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 26<sup>th</sup> day of May 2020.

Roll call vote is as follows:

Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

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**Jo Sjoblom, Mayor**

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**Attest:** Lisa Smith, Recorder