



CITY COUNCIL AGENDA

Notice is hereby given that the Draper City Council will hold a **Business Meeting** beginning at **5:30 p.m.** on **Tuesday, July 2, 2013** in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

(Timings listed for each item on the agenda are approximate and may be accelerated or delayed)

The Agenda will be as follows:

STUDY MEETING

- 5:30 p.m. 1.0** Dinner
- 5:30 p.m. 2.0** **Discussion Item:** Crossing Guards. Staff Presentation by Glade Robbins.
- 6:00 p.m. 3.0** **Adjourn to Closed Meeting** to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual.

BUSINESS MEETING

- 7:00 p.m. 1.0** **Call to Order:** Mayor Darrell Smith
- 7:00 p.m. 2.0** **Comment/Prayer and Flag Ceremony:** to be announced
- 7:10 p.m. 3.0** **Citizen Comments:** *To be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be restricted to items not listed on the agenda and limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting. Comments pertaining to an item on the agenda should not be given at this time but should be held until that item is called.*
- 7:30 p.m. 4.0** **Consent Items:**
- a. Approval of Minutes of June 18, 2013
 - b. Agreement #13-186 with Salt Lake County Regarding Community Development Block Grant Allocations

- c. Agreement #13-188, Inter-local Agreement with Salt Lake County for Homeless Services
- d. Agreement #13-181 with Scott P. Evans Architect and Associates, PC for Public Works Substation
- e. **Ordinance #1053**, Amending Draper City Municipal Code Title 3-1 regarding Creation of a Finance Department and Appointment of a Finance Director
- f. **Resolution #13-35**, Appointing Robert Wylie as Finance Director.
- g. **Resolution #13-33**, Appointing Andrew Adams as a Member of the Planning Commission
- h. **Resolution #13-36**, Appointing Traci Gunderson and Craig Hawker as Alternate Members of the Planning Commission
- i. **Resolution #13-37**- Appointment of Ryan Summerhays to the Parks, Trails and Recreation Committee

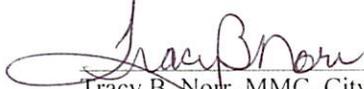
7:35 p.m. 5.0 Council/Manager Reports

- 6.0 Adjourn** to Closed Meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual. (If needed)

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, certify that copies of the agenda for the **Draper City Council** meeting to be held the **2nd day of July, 2013**, were posted on the Draper City Bulletin Board, Draper City website www.draper.ut.us, the Utah Public Meeting Notice website at www.utah.gov/pmn, and sent by facsimile to The Salt Lake Tribune, and The Deseret News.

Date Posted: 06/28/2013
City Seal


Tracy B. Norr, MMC, City Recorder
Draper City, State of Utah



PUBLIC HEARING PROCEDURE AND ORDER OF BUSINESS

In compliance with the American with Disabilities Act, any individuals needing special accommodations including auxiliary communicative aides and services during this meeting shall notify Tracy Norr, CMC, City Recorder, 576-6502 or tracy.norr@draper.ut.us, at least 24 hours prior to the meeting. Meetings of the Draper City Council may be conducted by electronic means pursuant to Utah Code Annotated Section 52-4-207. In such circumstances, contact will be established and maintained by telephone and the meeting will be conducted pursuant to Draper City Municipal Code 2-1-040(e) regarding electronic meetings.

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CONSENT

ITEM #A

DRAFT MINUTES

MINUTES OF THE DRAPER CITY COUNCIL MEETING HELD ON TUESDAY, JUNE 18, 2013, IN THE DRAPER CITY COUNCIL CHAMBERS 1020 EAST PIONEER ROAD, DRAPER, UTAH.

“This document, along with the digital recording, shall constitute the complete meeting minutes for this City Council meeting.”

PRESENT: Mayor Darrell Smith, Councilmembers Bill Rappleye, Troy Walker, Jeff Stenquist, and Bill Colbert. Councilmember Summerhays was excused.

STAFF PRESENT: David Dobbins, Tracy Norr, Bryan Roberts, Troy Wolverton, Rhett Ogden, Garth Smith, Joe Bryant, Glade Robbins, Danyce Steck

Study Meeting

1.0 Budget Study Session

5:30 p.m.

1.1 The council met in a study meeting and reviewed the changes to the budget since the adoption of the tentative budget. The changes included funding for school resource officers, crossing guards, and reimbursement for electronic equipment for elected officials. Travel budgets were also discussed.

2.0 Adjourn to Closed Meeting to discuss litigation, property acquisition, and the character and professional competence or physical or mental health of an individual.

2.1 A quorum was not present so a closed meeting was not held. The two councilmembers in attendance and staff members met with a candidate for the finance director position.

Business Meeting

1.0 Call to Order

7:02:56 PM

1.1 Mayor Pro Tem Stenquist called the meeting to order and welcomed those in attendance. He said Mayor Smith was attending a school board meeting. Councilmember Summerhays was excused, and Councilmember Walker would be joining the meeting later.

2.0 Comment/Prayer and Flag Ceremony

7:03:42 PM

2.1 Raef Erickson offered the prayer. Troop 1159 led the flag ceremony.

3.0 Presentation

3.1 Michael Wilde, Photographer, Presenting Photo to Draper City

7:05:26 PM

3.2 Ken Murdock presented a framed photograph of the Draper City Amphitheater's grand opening. The photo was taken by Michael Wilde and has been widely used by the city. Mr. Murdock presented the photo to the city as a gift in recognition of the support that was given for the amphitheater. He said Mr. Wilde owns a business in Draper. Mr. Wilde explained that the image was created with five shots that were composited together to create the image that shows the different lights. Councilmember Colbert suggested using the photo as a fundraiser for the amphitheater. Mr. Wilde said Mr. Murdock could coordinate getting copies of the photo.

4.0 Citizen Comments

7:09:36 PM

4.1 Steve Maddox, owner of Edge Homes, said he would like to develop in Draper City. He is working with Dave Mast on acquiring property and is aware of storm drain improvements to be done. Mr. Maddox asked what the city plans to do in terms of providing water. He asked if could be provided in 2014. Mayor Pro Tem Stenquist suggested getting details from the city staff, but said the city is not going to pay for additional water delivery up the mountain. With the change in dynamics and possibly fewer units to be developed, some new options may become available. Councilmember Colbert said there is not a time table. Staff knows what can be done to improve capacity.

7:15:02 PM

4.2 Venna Rice, ReMax agent, said her client is purchasing the old Draper Senior Citizen center for an autism center. She discussed the occurrence of autism and talked about the center. She said several families are moving to Draper because they have heard the clinic is coming here. The center will also create jobs. She asked for the council help in getting property zone changed from RA2 to commercial. Mayor Pro Tem Stenquist said the city must follow the legal process but the council would support getting the zone change done timely. David Dobbins said no application has been submitted. Councilmember Rappleye said he has an autistic grandson, so he is excited about the center.

7:23:05 PM

4.3 Gary Vaughan, 2126 Falcon Ridge Drive, spoke as chairman of the emergency preparedness committee. He expressed concern about the fire hazard due to the lack of rainfall and water. He asked the council to continue to remind the citizens about the danger of fire and fireworks. He said there are fire safety meetings scheduled in Suncrest and in the Draper City Park. Discussion was held about

getting people to attend those meetings. Councilmember Rappleye asked if the district representatives would distribute a flyer if the city furnished the flyer. Mr. Vaughan said the district leaders could facilitate the distribution. Councilmember Stenquist suggested putting out the electronic message signs about the meeting as well as about the fire danger.

7:28:50 PM

4.4 Councilmember Walker arrived at the meeting.

7:31:21 PM

4.5 There were no more citizen comments.

5.0 Consent Items

- a. **Approval of Minutes of June 4, 2013, and June 11, 2013 City Council Meetings**
- b. **Agreement #13-112, Appointing an Appeals and Variance Hearing Officer**
- c. **Real Estate Purchase and Sale Agreement with ReNae P. Ballard Trust and Real Estate Purchase Contract for 1514 East Pioneer Road and Accompanying Addenda**
- d. **Resolution #13-31, Amending the Consolidated Fee Schedule regarding Police Fees**
- e. **Resolution #13-32, Amending the Consolidated Fee Schedule regarding Rental Fees for the Day Barn**
- f. **Ordinance #1050, Amending Draper City Municipal Code Title 5-10 Regarding Rental of City Hall and Use of City Facilities.**

7:31:31 PM

5.1 A motion to approve the consent items was made by Councilmember Walker and seconded by Councilmember Rappleye.

7:32:34 PM

5.2 A roll call vote was taken with Councilmembers Walker, Colbert, Rappleye and Stenquist voting in favor. The motion carried.

***Items 8, 9, 10 and 11 were heard out of order. ***

9.0 Public Hearing: Ordinance #1048, Amending the Draper City Zoning Map to Change the Zoning of Approximately .82 Acre of Property Located at Approximately 12825 South Fort Street from RA1 to RA2, Otherwise Known as the Greenwood Phase 3 Zone Change.

7:34:44 PM

9.1 Mayor Pro Tem Stenquist said the applicant asked that this item be continued until the next meeting. Mr. Stenquist suggested holding the public hearing at this time.

7:35:17 PM

9.2 Dennis Workman said a request was made several years ago to change the zoning, but the parcel was not entirely rezoned at that time. He pointed out the area that is currently zoned RA2 and the area which is included in this zone change request. Mr. Workman said the Planning Commission forwarded a favorable recommendation. The zoning will allow four additional lots. The land use plan shows low/medium residential density. Mr. Workman pointed out access that has been identified for the planned future development. Traffic issues across the trail will be addressed in the site plan process.

7:38:55 PM

9.3 The public hearing was opened. There were no comments and the hearing was closed.

7:39:25 PM

9.4 **A motion to suspend the rules was made by Councilmember Colbert and seconded by Councilmember Rappleye.**

7:39:34 PM

9.5 **The motion carried by unanimous vote.**

7:39:37 PM

9.6 **A motion to adopt Ordinance #1048, amending the Draper City Zoning Map to change the zoning of approximately .82 acres of property located at approximately 12825 South Fort Street from RA1 to RA2, otherwise known as the Greenwood Phase 3 Zone Change, based on the findings in the staff report and the recommendation of the Planning Commission was made by Councilmember Colbert and seconded by Councilmember Rappleye.**

7:40:13 PM

9.7 Councilmember Rappleye commented that he is glad the Planning Commission was quite thorough and he feels RA2 is appropriate for this area which is in transition. Councilmember Walker said he didn't see any negative votes from the Planning Commission. Councilmember Rappleye said there was a thing about the gate. Councilmember Colbert said those issues can be resolved. He said this is infill development which he feels is good. He noted it is consistent with the adjacent zoning.

7:41:15 PM

9.8 **A roll call vote was taken with Councilmembers Colbert, Rappleye, Walker and Stenquist voting in favor. The motion carried.**

10.0 Public Hearing: Ordinance #1051, Amending the Draper City Zoning Map to Change the Zoning of Approximately 2.62 Acres of Property Located at approximately 12955 South Boulter Street from RA1 to RA2, Otherwise Known as the Pedersen Zone Change.

7:41:45 PM

10.1 Dan Boles said the request is to change the zoning which allows 20,000 square foot lots. He said about a month ago another similar request was approved on Boulter Street. He showed the location of the property. He said a portion of the lots in the area have split zoning but this particular piece is zoned RA1. It complies with the land use plan for low/medium density residential. He noted animal rights are still allowed in RA2 zones. He said the rezone would allow 4-5 lots. He said a question came up with the recent nearby zone change about drainage. The engineering department feels there is sufficient capacity with the storm drain. The Planning Commission has recommended approval. Councilmember Colbert said the developer would have to install curb, gutter, and sidewalk for this area.

7:46:25 PM

10.2 Orla Pedersen, the property owner, said some of the neighbors had concerns about sewer. He said the elevation of the sewer at the end of Salz Way is 9 feet. The property slopes to the north. He said he hoped the planning commission would look at that carefully. He said he hopes there will be curb and gutter on both sides and a private lane would not be allowed.

7:49:32 PM

10.3 The public hearing was opened.

7:49:40 PM

10.4 David Wheatley said he shares a border with Mr. Pedersen. He has no objections with the rezoning other than the concern about the drainage. He discussed the runoff from the mountain and said there is a drainage ditch through the property. At one time, kids floated down that ditch. The ditch does not go into the drainage system. There has not been drainage in the ditch since the city rerouted the water in the park. There is a detention pond that breached once. He said he wants to make sure the city looks at the drainage very carefully.

7:52:10 PM

10.5 David Dobbins noted the applicant is not present.

7:52:19 PM

10.6 Kent Mortenson said he owns property just to the south. He said he does not object to the zoning but is concerned about the number and size of lots. Councilmember Colbert said the development must still meet minimum lot sizes.

7:54:10 PM

10.7 There were no further comments and the hearing was closed.

7:54:23 PM

10.8 Councilmember Rappleye asked what happens on the drainage issue. Mr. Boles said the next step is an application for a subdivision. That requires grading and drainage plans. The sewer district will need to sign off on the plat. He said the developer must make sure they do not create runoff problems for the neighbors. These concerns are addressed during the plat process. Councilmember Stenquist said he has not heard concerns about the zoning.

7:56:59 PM

10.9 The applicant, Boyd Bradshaw, said the request is consistent with the area. Councilmember Colbert said there was concern about the number of lots. He pointed out there is no guarantee of the number of lots and the number will be determined by the plat.

7:58:09 PM

10.10 A motion to suspend the rules was made by Councilmember Walker and seconded by Councilmember Rappleye.

7:58:20 PM

10.11 The motion carried by unanimous vote.

7:58:30 PM

10.12 A motion to adopt Ordinance #1051, amending the Draper City Zoning Map to change the zoning of approximately 2.62 acres of property located at approximately 12955 South Boulter Street from RA1 to RA2, otherwise known as the Pedersen Zone Change, based upon the staff recommendations and the planning commission recommendation was made by Councilmember Walker and seconded by Councilmember Rappleye.

7:59:24 PM

10.13 Councilmember Walker said he thinks this change makes sense and is within the character of the neighborhood. The number of lots will have to conform to the code, but there is no reason why they should not be able to make this subdivision work. Councilmember Rappleye added that there is an opportunity to solve some problems such as the drainage.

7:59:48 PM

10.14 A roll call vote was taken with Councilmembers Walker, Rappleye, Colbert, and Stenquist voting in favor. The motion carried.

8:00:09 PM

10.15 David Dobbins said additional notices will be given when the subdivision application is being considered.

8.0 Public Hearing: Ordinance #1049, Vacating 11.25 Feet of the Public Right of Way on 900 East and 11.25 Feet of Public Right of Way on 12200 South, at the Southwest Corner of 900 East and 12200 South, Otherwise Known as the Quilter's Lodge Street Vacation.

8:01:27 PM

8.1 Dennis Workman said the property owner would like to expand her business and create Quilter's Lodge across the street from her existing business. The problem with site plan approval is that the property does not accommodate the planned business. The street wide of way is 11.25 feet wider than needed for city standards, so the applicant has asked to purchase 3,226 square feet of right of way. Mr. Workman showed photos of the property. Staff recommends approval. He said the applicant is not ready to make an offer at this meeting but would like to know if the city is willing to vacate the property. If the property is vacated, the next step is to declare the property as surplus and consider the sale of the property. Mr. Dobbins said any future road cross section would approve the street improvements. Mr. Workman said WaterPro does have some utilities in the right of way and would like to ensure an easement is maintained. That will be addressed at the site plan phase.

8:06:38 PM

8.2 The applicant, Leesa Clark-Millerberg, offered to answer questions.

8:06:48 PM

8.3 The public hearing was opened. There were no comments and the hearing was closed.

8:06:58 PM

8.4 **A motion to suspend the rules was made by Councilmember Rappleye and seconded by Councilmember Colbert.**

8:07:10 PM

8.5 **The motion carried by unanimous vote.**

8:07:22 PM

8.6 **A motion to adopt Ordinance #1049, vacating 11.25 feet of the public right of way on 900 East and 11.25 feet of public right of way on 12200 South, at the southwest corner of 900 East and 12200 South, otherwise known as the Quilter's Lodge Street Vacation, was made by Councilmember Rappleye and seconded by Councilmember Colbert.**

8:07:46 PM

8.7 Councilmember Rappleye said the engineering department has determined this is appropriate for this area and the action clears the way to make use of the property.

[8:08:14 PM](#)

8.8 A roll call vote was taken with Councilmembers Rappleye, Colbert, Walker, and Stenquist voting in favor. The motion carried.

11.0 Public Hearing: Local Consent for WingNutz, Located at 12300 South 121 East, for a Full Service Restaurant Alcoholic Beverage License.

[8:08:46 PM](#)

11.1 David Dobbins said WingNutz currently holds a limited service liquor license. They would like a full service license which allows them to serve beer, wine, and liquor. They will need to get state approval for the license. It complies with all of our ordinances. Councilmember Colbert asked if there are licenses available. Councilmember Rappleye asked if they must change the menu. Mr. Dobbins said they must still meet the ratios but are able to sell additional beverages. He does not know if there are state licenses available.

[8:10:04 PM](#)

11.2 The public hearing was opened. There were no comments and the hearing was closed.

[8:10:13 PM](#)

11.3 A motion to suspend the rules was made by Councilmember Colbert and seconded by Councilmember Walker.

[8:10:19 PM](#)

11.4 The motion carried by unanimous vote.

[8:10:28 PM](#)

11.5 A motion to approve the local consent for a full-service restaurant alcoholic beverage license for WingNutz, located at 12300 South 121 East, was made by Councilmember Colbert and seconded by Councilmember Walker.

[8:10:45 PM](#)

11.6 Councilmember Colbert said they have been a good business and have had no alcohol violations.

[8:11:09 PM](#)

11.7 The motion carried unanimously.

6.0 Public Hearing: Resolution #13-30, Amending the 2012-2013 Fiscal Budget.

[8:11:31 PM](#)

6.1 Danyce Steck reviewed the budget amendment. She said the amendment is to adjust the budget close to the year-end estimates and allocated additional funds to the addition to city hall instead of the CIP funds. She said the impact fee funds need to be dedicated to the project and have the project fully funded. She said the year will end with the

maximum fund balance of 25% as allowed by law. She said there are some budget issues that need to be addressed in the future, but this budget amendment puts the city in a strong position for this year and next year. She then reviewed the revenue adjustments which included increases in Salt Lake County personal property taxes, property tax collection in Utah County, sales taxes and energy sales taxes, license and permit fees, passports, and recreation fees. These increases total about \$1.9 million, which will be applied to the \$2 million for the police facility. The other adjustments include \$560,000 reductions in wages and benefits because of the vacancies in some of the executive positions, \$1.45 million savings in operations, \$625,000 savings in rollback taxes in Utah County, reductions in park projects. There was also an allocation of \$15,000 for Salt Lake County for homeless shelters. She said the Class B & C road funds has one year's worth of revenue. The only over and under has to do with a change in insurance coverage for an employee. Capital improvement projects funds increased due to state funding of Suncrest Drove rehabilitation for \$5 million and the allocation of that project. State money of \$500,000 was also provided for Lone Peak Business Park roads. The city will match 20% but this will incentivize some economic development for that area. The city hall addition for the police will include a transfer of \$2 million from the general fund and \$626,687 from the police impact fee fund. The total funding for the project is almost \$3.3 million. This should fully fund the project. The emergency operations center funding will be reduced to \$175,000 this year and \$150,000 in the next budget year. The fund balance for the CIP fund, with the changes listed, will be \$2.8 million. The storm water fund will be increased \$1.9 million for contributions from developers from the Zions Bank settlement and that will be allocated to a project. The drainage improvements to reduce the impact of storm water on Lynn Cutler's property have been allocated. Funds for the Coyote Hollow and Traverse Ridge Road project have been allocated for the detention basin portion of the project. She said the city has a dam permit that will expire in October, so this funding will begin the work. The police impact fee fund has increased revenue and the allocation of the city hall addition.

8:29:33 PM

6.2 The public hearing was opened.

8:29:52 PM

6.3 Shawn Benjamin, 360 West 13165 South, asked how some of the additional funds might affect the budget long term.

8:30:24 PM

6.4 Mrs. Steck said the property tax increases have been carried forward into the next year. The only increase that won't is license and permits as those tend to be one-time money. All of the future revenues have been accounted for and one-time sources are set for one-time expenses.

8:31:27 PM

6.5 There were no further comments and the hearing was closed.

8:31:32 PM

6.6 Councilmember Walker thanked Mrs. Steck. He said the city has been good at keeping staff costs down. He said he feels that money should be set aside for the town center area into some design concepts for something historic around the Park School property. Councilmember Rappleye agreed that there is a window of opportunity. Housing, attractions, and walk-able areas need to be considered. David Dobbins said the RDA Sand Hills budget includes \$50,000 to start. Historic streets signs have been discussed. Councilmember Rappleye said he would like to use the historic logo. Mr. Dobbins said the city still has the street elevation drawings.

8:39:40 PM

6.7 **A motion to suspend the rules was made by Councilmember Walker and seconded by Councilmember Colbert.**

8:39:58 PM

6.8 **The motion carried by unanimous vote.**

8:40:00 PM

6.9 **A motion to adopt Resolution #13-30, amending the 2012-2013 fiscal budget, with the idea to allocate money from the RDA for town center improvements was made by Councilmember Walker and seconded by Councilmember Colbert.**

8:42:32 PM

6.10 Mayor Pro Tem Stenquist thanked Danyce Steck for her work on the budget. He said he was pleased that we can fully fund the police addition. Councilmember Rappleye said he has learned that these things do not happen overnight. It takes a lot of work and the city is doing fine. Mayor Pro Tem Stenquist added his thanks to David Dobbins and the staff. Councilmember Walker noted that other cities are increasing taxes.

8:44:59 PM

6.10 **A roll call vote was taken with Councilmembers Walker, Rappleye, Colbert and Stenquist voting in favor. The motion carried.**

Items 12 and 13 were heard out of order.

12.0 **Ordinance #1052, Amending Draper City Municipal Code Title 6-6 Regarding Fireworks.**

8:46:09 PM

12.1 Don Buckley, UFA Fire Marshal, discussed the upcoming fireworks season and some proposed amendments to the fireworks ordinance. He gave an overview of the state legislative action relating to fireworks. The change to Draper City's ordinance is to add a ban for "sky lanterns" or other unmanned fires.

8:50:51 PM

12.2 City Attorney Doug Ahlstrom recommended making the ordinance effective immediately upon adoption.

8:51:08 PM

12.3 **A motion to approve Ordinance #1052, amending Draper City Municipal Code Title 6-6 regarding fireworks, effective immediately, was made by Councilmember Rappleye and seconded by Councilmember Colbert.**

8:54:17 PM

12.4 **A roll call vote was taken with Councilmembers Rappleye, Colbert, Walker, and Stenquist voting in favor. The motion carried.**

8:54:42 PM

12.5 Councilmember Colbert said the firework signs need to go up this week and Maridene Hancock needs to get information out about the new ordinance.

13.0 **Agreement #13-183 with Think Architecture, Inc. for Construction of an Addition to City Hall.**

8:55:06 PM

13.1 David Dobbins said an RFP was solicited for a new police facility adjacent to city hall. Because of the cost, that was not an option. He met with Tim Soffe, who originally built city hall, who determined that an addition could be added to city hall. Due to the urgent need to get the contract in place before June 30, Mr. Dobbins recommended contracting with Mr. Soffe, who is part of Think Architecture. He suggested amending the agreement in the packet to change the fee to 6% and include an option for construction management. He noted we do not need a bid process for the professional services.

8:58:22 PM

13.2 **A motion was made by Councilmember Colbert to approve agreement #13-183 with Think Architecture, Inc. for the construction of an addition to City Hall, with the changes as discussed. The motion was seconded by Councilmember Rappleye.**

8:58:48 PM

13.3 Councilmember Colbert said we have had good experience with the principals of the company and hope for continued success. Mr. Dobbins thanked Mr. Soffe and his firm for their quick response. He said there are options for the construction to meet the financing available.

8:59:08 PM

13.4 **The motion carried unanimously.**

9:01:21 PM

13.5 A short recess was called.

7.0 Public Hearing: Resolution #13-29, Adopting the 2013-2014 Fiscal Budget.

9:14:19 PM

7.1 Danyce Steck said the resolution adopts the budget and the certified tax rate. She said the equalized tax rate is lower than last year. She said the collection rate for Utah County has gone up. She reviewed where the city's rates compare to other cities and said some of those cities are considering tax rate increases and some cities raise their tax rates on an inflationary basis. She said she feels that the TRSSD rate can be lowered next year. Mrs. Steck then reviewed the general fund changes since the tentative budget. The Salt Lake Country property tax revenue increases by \$49,468 based on the certified tax rate and the Utah County revenue reduces by \$47,520. Sales tax increase will be carried forward from this year. Other tax revenues increase, particularly the hotel tax. License and permit fees have been increased, and charges for services will increase. Fines decrease by \$40,000. Changes to expenditures related to wages and benefits for the city manager, additional staffing in the police department, contract services for police overtime, weapons procurement, funding for expending the state liquor tax. A transfer to the CIP will increase to \$935,040. Funding for Drug-Free Draper (\$10,000), a council allowance for personal equipment and vehicles (\$7,200), an increase in the contract with Jeff Hartley for PRADA work, and funding for another five crossing guards will be added to the general fund. The rest of the funds did not change. A cost of living adjustment for staff was included. David Dobbins thanked Danyce Steck for her work. He said the budget is balanced and there is flexibility in the budget for the next year. He added that the options for the additional crossing guards will be discussed before the school year begins.

9:30:33 PM

7.2 The public hearing was opened. There were no comments and the hearing was closed.

9:30:56 PM

7.3 David Dobbins said the only CIP projects that were added are those added by the state. A lot of projects are five years old so it didn't make sense to add more projects. We need to start looking at impact fees that we have collected as well as future impact fee charges. Councilmember Colbert said impact fees need to be raised in Suncrest. Councilmember Walker said he would like a discussion in the future with the school district regarding funding of school resource officers. Mr. Dobbins said we have told them the cost is disproportional and needs to be reviewed. Councilmember Colbert suggested having a discussion with the council of governments. Mr. Dobbins said we are also pursuing grant funding for the positions. Mayor Pro Tem Stenquist said the budget reflects positively on the city.

[9:35:46 PM](#)

7.4 A motion to suspend the rules was made by Councilmember Walker and seconded by Councilmember Rappleye.

[9:36:16 PM](#)

7.5 The motion carried by unanimous vote.

[9:36:21 PM](#)

7.6 A motion to adopt Resolution #13-29, adopting the 2013-2014 fiscal budget, including the amendments as discussed, was made by Councilmember Walker and seconded by Councilmember Rappleye.

[9:36:57 PM](#)

7.7 A roll call vote was taken with Councilmembers Walker, Rappleye, Colbert, and Stenquist voting in favor. The motion carried.

15.0 Adjourn to Redevelopment Agency Meeting, Municipal Building Authority Meeting, and Traverse Ridge Special Service District Meeting

[9:37:25 PM](#)

15.1 The meeting adjourned to meetings of the Redevelopment Agency, Municipal Building Authority, and Traverse Ridge Special Service District.

14.0 Council Manager Reports

[9:50:36 PM](#)

14.1 The meeting reconvened.

[9:50:46 PM](#)

14.2 Mayor Smith reported that the new middle school will be named Draper Park Middle School.

[9:52:38 PM](#)

14.3 Councilmember Rappleye asked that the council reconsider the fence along the school. He suggested a process to help the homeowners replace or repair their fences with an amount of about \$4,200. He said he would like the council to look at the swales, maintenance, and encroachments of property in Suncrest. Councilmember Stenquist agreed that we should look at our current policy. Discussion was held about a trampoline which is on the property the city bought.

[9:58:33 PM](#)

14.4 Councilmember Colbert said the fireworks signs need to go up quickly. He said there is a meeting tomorrow for several of the councilmembers.

9:59:37 PM

14.5 Glade Robbins said “no parking” signs have been posted on the north side of 12650 South between Pony Express and 125 West.

10:01:40 PM

14.6 Mayor Smith said he suggested Velora Whitman as grand marshal for Draper Days. The council expressed their support.

16.0 Adjournment

10:01:22 PM

16.1 A motion to adjourn was made by Councilmember Walker and seconded by Councilmember Rappleye. The motion carried unanimously. The meeting adjourned at 10:02:36 PM.

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CONSENT

ITEM #B

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Joe Bryant
Date:	June 19, 2013
Subject:	Salt Lake County CDBG Funding Agreement
Applicant Presentation:	
Staff Presentation:	Joe Bryant
RECOMMENDATION: Recommendation to approve contract for Community Development Block Grant Project(s) CDBG funding for ADA Curb Cuts.	
BACKGROUND AND FINDINGS: On April 2, 2013 the Draper City Council held a public hearing to obtain public comments on the CDBG- eligible funding for the 2013-2014 fiscal year. In that meeting the Council approved the transfer of 100% of the approved funding back to the County and designated the allocation of \$ 10,000.00 to Valley Services and \$5,000.00 to Assist, Inc to help relieve some of their hard cost activities. This agreement memorializes the allocation and terms associated with that funding.	
PREVIOUS LEGISLATIVE ACTION: Resolution 13-19 approving transfer of Hard Cost funding	
FISCAL IMPACT: Finance Review: 	
No fiscal impact	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Contract 13-186	

GOVERNMENTAL/PUBLIC ENTITIES
**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A
COMMUNITY DEVELOPMENT PROJECT (OR PROJECTS)**

between
SALT LAKE COUNTY
and
DRAPER CITY

GENERAL PROVISIONS

THIS SUBRECIPIENT AGREEMENT is entered into and shall be effective as of the 1st day of July, 2013, by and between Salt Lake County, a body corporate and politic of the State of Utah, (the "COUNTY"), and DRAPER CITY, a municipal corporation and politic of the State of Utah, 1020 East Pioneer Road, Draper, Utah, 84020, (the "SUBRECIPIENT"), DUNS Number: 158834507.

RECITALS:

- A. Salt Lake County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");
- B. As provided in the Rules and Regulations, the COUNTY is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and
- C. Under this subgrant agreement the SUBRECIPIENT will be a subrecipient of CDBG program funds from the COUNTY under the County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the COUNTY and the SUBRECIPIENT agree as follows:

1. **Content of this Agreement.** This agreement consists of this Part "General Provisions," and the following listed Agreement Parts and Exhibits that are appended hereto:

Attachment I - Statement of Work

Attachment II - Budget

2. **Project Responsibility.** The COUNTY's Division of Community Resources and Development ("CRD") is hereby designated as the representative of the COUNTY regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required in Attachment I - Statement of Work. Substandard performance as determined by the COUNTY will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.
3. **Project(s) or Activities.** The activities or projects to be conducted hereunder are listed in the COUNTY's "Consolidated Plan" as submitted to HUD for CDBG Program Year 39 (2013-14), and are generally described as follows and referred to hereinafter as the "Project":

<u>PROJECT NUMBER</u>	<u>PROJECT TITLE</u>	<u>PROJECT TOTAL COSTS (\$)</u>
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DRAPER CITY WILL NOT ADMINISTER ANY DIRECT ACTIVITIES THROUGH THIS CONTRACT.

The following activities will be administered by Salt Lake County on behalf of Draper City. Funds for these activities are not included in the total funding amount specified in Paragraph 7(A) and the work statements are detailed in the respective contracts.

<u>01.02CNTY38</u>	<u>ASSIST, INC.</u>	<u>\$5,000.00</u>
<u>01.03CNTY38</u>	<u>VALLEY SERVICES</u>	<u>\$10,000.00</u>

4. **Statement of Work.** The SUBRECIPIENT shall perform or cause to be performed all work required for the Project(s) described generally in Paragraph 3 above and, in that performance, SUBRECIPIENT shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to CRD and in accordance with the provisions of this paragraph and with Attachment I appended to this agreement. Attachment I contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work (see Attachment I and any Sub-attachments thereto). The SUBRECIPIENT certifies that the activities carried out with funds provided under this agreement will meet one of the CDBG program's National Objectives — (1), benefit low/moderate income persons, (2), aid in the prevention or elimination of slums or blight, or (3), meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.
5. **Project Budget.**

- A. A budget must be prepared for each of the Projects listed in Paragraph 3 above and submitted to CRD for review prior to the start of each of the Project(s). These budgets must be approved by CRD and be attached to this agreement when executed. The Project(s) shall be identified as Attachment II, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to CRD and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to the SUBRECIPIENT for that Project, as provided in Paragraph 3 above.
- B. The SUBRECIPIENT shall adhere to the requirements of the Budget(s) as approved by CRD but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s) shall be reported to CRD in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this agreement that would increase or decrease the total amount of funding specified in Paragraph 7.A below, or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to CRD for **prior approval** and must be formally authorized by a written amendment to this agreement in accordance with the provisions of Paragraph 9 below.

6. Period of Performance.

- A. The period of performance of this agreement shall be 24 months which period shall begin on July 1, 2013, and end on June 30, 2015. In the event the date on which this agreement is fully signed is more recent than the above beginning date, then this agreement shall be considered to be retroactive and to have taken effect on the above beginning date. However, in no event shall this agreement be considered valid or binding if not signed prior to the termination date set forth above. All costs which are incurred on any of the Project(s) by the SUBRECIPIENT after the effective date of this agreement and which have been determined by CRD to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B. Performance of this agreement shall be undertaken and completed by the SUBRECIPIENT in an expeditious manner and shall not extend beyond the end of the Period of Performance specified in Paragraph 6.A above unless this agreement is amended to authorize an extension of that period. All amendments of this agreement, including extensions of time, shall be accomplished in writing and in accordance with all requirements of Paragraph 9 below.

7. Funding Amount.

- A. Subject to the requirements of this agreement the COUNTY will fund to the SUBRECIPIENT for the full performance of this agreement and the actual conduct of the Project(s) specified herein a total sub-grant amount of Zero (\$0.00) dollars for all Projects undertaken by the SUBRECIPIENT. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-

plus” sum, price or amount. Also, as used in this agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by the SUBRECIPIENT by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

- B. The SUBRECIPIENT must make a concerted, good-faith effort to expend the total subgrant amount specified in Paragraph 7.A above within the Period of Performance stated in Paragraph 6. SUBRECIPIENT's costs and expenditures, however, shall not exceed the total funding amount. The COUNTY shall not be liable for or reimburse the SUBRECIPIENT for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated above without prior written amendment of the agreement in accordance with Paragraph 9 below.
- C. In the event the full funding amount to be paid or reimbursed hereunder by the COUNTY is not expended by the SUBRECIPIENT for project costs as specified in Attachment II by the end of the Period of Performance, as that period may have been extended or otherwise changed, the SUBRECIPIENT shall refund, release or transfer any unexpended amount back to the COUNTY within 30 days. Any project funds held by the COUNTY at the end of the Period of Performance or refunded, released or transferred to the COUNTY shall be reallocated by the COUNTY. The SUBRECIPIENT shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this agreement, the SUBRECIPIENT shall, upon notice from the COUNTY, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, the COUNTY or other lawful directive.
- E. The SUBRECIPIENT further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

- A. The SUBRECIPIENT may request disbursement from the COUNTY of that part of the funding amount stated in Paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- B. A request by the SUBRECIPIENT for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by CRD and shall be submitted to CRD for review and for a determination of eligibility for payment. Upon approval by CRD, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by CRD on the basis of costs actually

incurred by the SUBRECIPIENT on a Project during the period for which payment is requested.

- C. Prepayment of the funds stated in Paragraph 7 above or a partial advance of funds to the SUBRECIPIENT for a Project may be made by the COUNTY if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by the SUBRECIPIENT and must be pre-approved and authorized by CRD. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, the COUNTY reserves the right to liquidate funds available under this agreement for costs incurred by the COUNTY on behalf of the SUBRECIPIENT.**
- D. Expenditures under this agreement, whether or not prepaid, determined by the COUNTY or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to the COUNTY by the SUBRECIPIENT.**
- E. No requests for reimbursement or other payments under this agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed or paid by the COUNTY unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 9.**

9. Amendments.

- A. Either of the parties may request amendments to any of the provisions of this agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance may be authorized and given by the COUNTY as provided below.**
- B. The COUNTY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and SUBRECIPIENT.**
- C. All adjustments or extensions of time proposed for the performance of this agreement shall be requested in writing by the SUBRECIPIENT and be submitted to CRD for processing. All such requests must be received prior to the termination date set forth in Paragraph 6 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by the COUNTY Mayor or designee,**

CRD shall add the signed, written endorsement to the SUBRECIPIENT's letter of request granting the adjustment or extension and that letter shall be numbered and identified as a duly authorized written amendment of this agreement.

10. General Conditions.

A. General Compliance. The SUBRECIPIENT agrees to comply with the requirements the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement.

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

The parties agree that SUBRECIPIENT's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

C. Indemnification. Both parties are governmental entities under the Governmental Immunity Act, § 63G-7-101 *et seq.*, Utah Code Ann. (2008), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

D. Insurance. During the term of this agreement, including all renewal or additional terms, SUBRECIPIENT shall, at its sole cost and expense, maintain either:

A self-insurance program pursuant to § 63G-7-801 of the Governmental Immunity Act, Utah Code Ann. (2008), with coverage up to the limits stated at § 63G-7-604;

—OR—

Must secure and maintain the following minimum insurance coverage:

1. General Insurance Requirements for All Policies.

(A) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

(B) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(C) SUBRECIPIENT shall furnish certificates of insurance, acceptable to the County, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(D) In the event any work is subcontracted, SUBRECIPIENT shall require its subcontractor, at no cost to the County, to secure and maintain all minimum insurance coverages required of the SUBRECIPIENT hereunder.

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

(F) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the County in a manner approved by the Salt Lake County District Attorney.

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

2. Required Insurance Policies. SUBRECIPIENT agrees to secure and maintain the following required policies of insurance in accordance with the general insurance

requirements set forth in the preceding subsection:

(A) Workers' compensation and employer's liability insurance sufficient to cover all of SUBRECIPIENT's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, SUBRECIPIENT shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (The County is not to be an additional insured under the SUBRECIPIENT's worker's compensation insurance.)

(B) Commercial general liability insurance with the County as an additional insured, in the minimum amount of \$500,000/\$1,000,000 per occurrence with a \$1,000,000/\$2,000,000 general policy aggregate and \$1,000,000/\$2,000,000 products completed operations policy aggregate. The policy shall protect the County, SUBRECIPIENT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from SUBRECIPIENT's operations under this Agreement, whether performed by SUBRECIPIENT itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

(C) If SUBRECIPIENT shall operate a motor vehicle in connection with any services funded by this agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County as an additional insured, in the minimum amount of \$1,000,000 per occurrence.

(D) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$100,000/500,000 per person, \$300,000/1,000,000 per accident, \$50,000/250,000 property damage or a single combined limit of \$500,000/1,000,000.

E. Bond Requirements. If the Project(s) involves construction or rehabilitation costing \$25,000 or more, the SUBRECIPIENT shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by the COUNTY. The bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to the COUNTY and the SUBRECIPIENT. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to the COUNTY prior to the commencement of any work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized

pursuant to a duly executed change order or amendment to this agreement.

- F. Grantor Recognition.** The SUBRECIPIENT shall insure recognition of the role of HUD in providing services through this agreement. All activities, facilities and items funded under this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.
- G. Suspension or Termination.** Either party may terminate this agreement for convenience at any time, as set forth at 24 CFR § 85.44, by giving thirty-(30)-days written notice to the other party of such termination. Partial terminations of the Project(s) in Paragraph 3 above may only be undertaken with the prior approval of the COUNTY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination.

The COUNTY may also suspend or terminate this agreement, in whole or in part, in accordance with the provisions of 24 CFR § 85.43, if the SUBRECIPIENT materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the COUNTY may declare the SUBRECIPIENT ineligible for any further participation in the COUNTY's contracts, in addition to other remedies as provided by law.

11. Administrative Requirements.

- A. Uniform Administrative Requirements.** The SUBRECIPIENT and its agencies or instrumentalities, and subrecipients shall comply with the applicable uniform administrative requirements set forth at 24 CFR § 570.502(a), and with the policies, guidelines, and requirements of OMB Circular A-87, A-112, and A-133.
- B. Other Requirements.** The SUBRECIPIENT shall comply with the program requirements set forth at 24 CFR §§ 570.600 - .603 and §§ 570.605 - .614. The SUBRECIPIENT shall not be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.
- C. Financial Management.** The SUBRECIPIENT agrees to comply with the financial and program management standards set forth at 24 CFR Part 85 and specified in 24 CFR § 570.502(a) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- D. Cost Principles.** The SUBRECIPIENT, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with OMB Circular A-87, "Cost Principles for State, Local, or Indian Tribal Governments." These principles shall be applied for all

costs incurred whether charged on a direct or indirect basis.

12. Documentation and Record-Keeping.

A. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this agreement.

B. Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(16) and 24 CFR § 85.42. The retention period for individual CDBG activities shall be four (4) years starting from the date of the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by the COUNTY. Records for non-expendable property acquired with funds under this agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

C. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.

D. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Property Records. The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

13. Close-Outs. The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements, which are set forth at 24 CFR § 570.509, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

14. Audits & Inspections. All SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the COUNTY, grantor agency, their designees or the federal government, at any time during normal business hours, as

often as the COUNTY or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within a time period as agreed upon by the COUNTY and the SUBRECIPIENT after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments or refunding of payments to the COUNTY. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133.

15. Program Income.

- A.** All program income, as defined at 24 CFR § 570.500(a), will be returned to the COUNTY immediately upon being earned. Program income is defined in Paragraph 570.500(a) of the Rules and Regulations as gross income received by the SUBRECIPIENT which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).
- B.** Any program income in possession of the SUBRECIPIENT that has not been returned to the COUNTY when this agreement expires or is terminated, or is received by the SUBRECIPIENT after this agreement expires or is terminated, shall be transferred or paid to the County in accordance with the provisions of Paragraph 18 below, entitled Reversion of Assets.

16. Indirect Costs. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

17. Progress Reports. The SUBRECIPIENT shall prepare and submit to CRD every three months or as otherwise specifically requested by CRD during the actual conduct of the Project a detailed project status report on the Project. The report format shall be as approved by CRD but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

18. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this agreement, the SUBRECIPIENT shall release to the COUNTY any unexpended CDBG funds provided under this agreement, all program income in its possession which it has not returned to the COUNTY, and any accounts receivable attributable to the use of CDBG funds provided under this agreement. Any real property in the control of SUBRECIPIENT that was acquired or improved with CDBG funds provided under this agreement shall be managed in compliance with COUNTY's

policy regarding the use of CDBG-assisted real property, as follows:

- A. Acquired with CDBG Funds.** All property acquired by the SUBRECIPIENT in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

- B. Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by the SUBRECIPIENT to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - i. All properties receiving improvement funds between \$12,500 and \$99,999 must be used for eligible activities for five (5) years;
 - ii. All properties receiving improvement funds between \$100,000 and \$199,999 must be used for eligible activities for ten (10) years;
 - iii. All properties receiving improvement funds of \$200,000 or more must be used for eligible activities for fifteen (15) years;

- C.** If the SUBRECIPIENT desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:
 - i. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - ii. Ensure that the new use meets a CDBG national objective, or reimburse the COUNTY's CDBG program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CBG funds for acquisition of, and improvements to, the property.

- D.** The threshold amounts set forth in Subparagraph B above are cumulative, based on the total CDBG funding provided to the SUBRECIPIENT in this agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by COUNTY to acquire or improve said real property. If SUBRECIPIENT is a Participating City within the Urban County Program, the five-year period begins after the City has ended its participation in the program or is no longer considered by HUD to be part of the Urban County; otherwise, the use periods set forth in Subparagraph B do not commence until closeout of the final agreement under which SUBRECIPIENT receives such acquisition or improvement funds.

- 19. Procurement.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the Procurement Standards set forth at 24 CFR § 85.36. In

the event the procurement standards of the SUBRECIPIENT are more restrictive than the above cited regulations, the more restrictive standards and requirements will apply.

20. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The SUBRECIPIENT shall comply with 24CFR § 570.502(b)(3)(vi) and CRD policy regarding the use, maintenance and disposition of equipment. In the event the policies of the SUBRECIPIENT are more restrictive than those in 24 CFR Part 85.32 the more restrictive standards and requirements will apply.

21. Personnel & Participant Conditions.

A. Civil Rights.

i. **Nondiscrimination and Equal Opportunity.** This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations in 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs); and the requirements of the Fair Housing Act (42. U.S.C. 3601-3620); The SUBRECIPIENT, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s). The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

ii. **Land Covenants.** The SUBRECIPIENT agrees to comply with the requirements of 24 CFR § 570.505, Use of real property and the requirements of Title VI of the Civil Rights Act of 1964 as implemented in 24 CFR Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to

carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- iii. **Section 504.** The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 794), and implementing regulations at 24 CFR Part 8, which prohibits discrimination against the disabled in any federally assisted program. The COUNTY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

B. Affirmative Action.

- i. **Approved Plan.** The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Chapter 60.
- ii. **W/MBE.** The SUBRECIPIENT will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement in keeping with the principles as provided in President's Executive Order 11625 as amended by Exec. Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development) and Executive Order 12138 , as amended by Exec. Order 12608 (Women's Business Enterprise). As used in this agreement, the term "minority and Women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- iii. **Access to Records.** The SUBRECIPIENT shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by COUNTY and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- iv. **EEO/AA Statement.** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

- v. **Subcontract Provisions.** The SUBRECIPIENT will include the provisions of Paragraphs 21.A, Civil Rights, and 21.B, Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Employment Restrictions.

- i. **Prohibited Activity.** The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; or lobbying, political patronage, and nepotism activities.

- ii. **Labor Standards.**

- (a) The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a-276a-5, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the COUNTY for review upon request.

- (b) The SUBRECIPIENT agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- iii. **"Section 3" Compliance.** The SUBRECIPIENT, and any of the SUBRECIPIENT's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will

not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

- i. **Assignments and Contracting.** The responsibility for the performance of this agreement shall not be assigned, transferred or contracted out by the SUBRECIPIENT without the prior, written consent of the COUNTY. Contracts or purchase orders by the SUBRECIPIENT for the acquisition of equipment, materials, supplies or services for the Project do not require the consent of the COUNTY but shall be done in accordance with the competitive bidding requirements described in Paragraph 19 above and any applicable state laws and local government ordinances.
- ii. **Subcontracts.**
 - (a) **Approvals.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the consent of the COUNTY prior to the execution of such agreement.
 - (b) **Monitoring.** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) **Content.** The SUBRECIPIENT shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.
 - (d) **Selection Process.** The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.
 - (e) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR part 24.
- iii. **Hatch Act.** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States

Code.

- iv. **Conflict of Interest.** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR § 570.611 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, or of any designated public agency or SUBRECIPIENT receiving funds under the CDBG Entitlement program.
- v. **Ethical Standards.** SUBRECIPIENT represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, 2001); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.
- vi. **Campaign Contributions.** SUBRECIPIENT acknowledges the limits on campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances (2001). SUBRECIPIENT further acknowledges that violating campaign contribution limitations may result in criminal sanctions as well as termination of this Agreement. SUBRECIPIENT represents, by executing this Agreement, that SUBRECIPIENT has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.
- vii. **Public Funds and Public Monies.**
 - (a) **Definitions:** "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in SUBRECIPIENT's possession.

- (b) **SUBRECIPIENT's Obligation:** SUBRECIPIENT, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Salt Lake County. SUBRECIPIENT understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Ann. (2006) for misuse of public funds or monies. SUBRECIPIENT expressly understands that County may monitor the expenditure of public funds by SUBRECIPIENT. SUBRECIPIENT expressly understands that County may withhold funds or require repayment of funds from SUBRECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

viii.Lobbying. The SUBRECIPIENT hereby certifies that:

- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
- (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- ix. **Copyright.** If this agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- x. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).
- xi. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, SUBRECIPIENT certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR part 2429.
- xii. **Excessive Force.** The SUBRECIPIENT agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

22. Environmental Conditions

A. Air and Water. The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*
- ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification

shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation. The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

- 23. Displacement, Relocation, Acquisition and Replacement of Housing.** The SUBRECIPIENT agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (The COUNTY may preempt the optional policies.) The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- 24. Survival of Provisions.** The parties to this agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.
- 25. Employee Status Verification System.** The SUBRECIPIENT shall register and participate in the Status Verification System before entering into a contract with the County as required by Utah Code Section 63G-11-103(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. The SUBRECIPIENT is individually responsible for verifying the employment status of only new employees who work under the SUBRECIPIENT's supervision or direction and not

those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The SUBRECIPIENT shall comply in all respects with the provisions of Utah Code Section 63G-11-103(3). SUBRECIPIENTs' failure to so comply may result in the immediate termination of its contract with Salt Lake County.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be approved by its governing body or board and to be duly executed on the following dates:

SALT LAKE COUNTY: Dated this ____ day of _____, 20__.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

SUBRECIPIENT: Dated this ____ day of _____, 20__.

SUBRECIPIENT:
DRAPER CITY

By _____

(Printed name of signer)

(Title)

ADMINISTRATIVE APPROVAL:
Community Resources and Development

By Michael R. Gallegos
Michael R. Gallegos, Director
Date 6/14/13

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan – It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____ , _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws – It will comply with applicable laws.

Signature/Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

DRAPER CITY

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

[Return to Agenda](#)

CONSENT

ITEM #C

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

DRAPER CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“COUNTY”), and Draper City, a Utah municipal corporation of the State of Utah (the “CITY”). COUNTY and CITY may collectively be referred to as the “Parties”.

RECITALS

- 1) WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and
- 2) WHEREAS, the COUNTY and the CITY are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and
- 3) WHEREAS, the COUNTY and the CITY are desirous to take part in a multi-jurisdictional effort proposed by the Salt Lake Council of Governments (COG) to create and fund an ongoing, regional program for homeless services in the greater Salt Lake County metropolitan area; and

- 4) WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the Parties cooperate in accomplishing the foregoing;
- 5) NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the Parties hereby agree as follows:

AGREEMENT

I. Scope of Services

a. COUNTY Agrees:

- i. Participate in the “Salt Lake Valley Council of Governments Homeless Services Fund” program (hereinafter “Fund”).
- ii. Establish and administer a special revenue account for the Fund.
- iii. Follow COG recommendations in expending monies contributed to the Fund.
- iv. Expend all monies received from the CITY under this Agreement as agreed to herein, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
- v. Consult with representatives of the CITY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

b. CITY Agrees:

- i. Participate in the Fund.
- ii. Make an annual contribution to COUNTY of \$0.35 per each resident of

the City residing there on January 1 of each year of this Agreement to the special revenue account described in this section.

- iii. Consult with representatives of the COUNTY and other participating local jurisdictions through the Council of Governments in making decisions concerning the administration of the Fund.

c. The Parties Mutually Agree:

- i. The Fund will serve program goals and as developed through the COG and its Human Services Subcommittee. The COG will make recommendations to the COUNTY for the expenditure of Fund monies.
- ii. The Fund will not supplant any existing COUNTY programs or funding for homelessness, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
- iii. A citizen review board shall be established by the COG in order to make recommendations concerning how monies contributed to the Fund are spent.
- iv. Funding will be allocated by the parties as a part of their respective annual budgeting processes, and will be available July 1, 2013, and on again on July 1 of any succeeding year of this Agreement.
- v. Outcomes from the Fund programs will be reported at least annually to the COG and the parties.
- vi. Pursuant to section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of either party to continue funding or

participation in the Fund.

II. Term and Termination

The term of this Agreement shall commence on July 1, 2013, and shall continue until June 30, 2018. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment.

The parties each reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any Subsequent Terms whenever either party determines, in its sole discretion, that it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

III. No Agency

No agent, employee, or servant of COUNTY or CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. COUNTY and CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

IV. Severability

If any term or provision of the Agreement shall to any extent be determined to be invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

V. Liability and Indemnification.

Both Parties are governmental entities under the Governmental Immunity Act of Utah, (the “Act”), Utah Code Ann. § 63(G)-7-101, *et. seq.* Therefore, consistent with the terms of the Act, the Parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Act or any other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

VI. Non-funding

The parties intend to request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity’s respective fiscal year of any effective fiscal year of this Agreement, either party’s obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no

right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other Party.

VIII. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

IX. Governing Law, No Third Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of Draper City, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convince, and in no way define, limit, augment or describe the scope or intent of this Agreement not affect its terms and provisions.

X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Cooperation Act (the "ICA"), Utah Code

Ann. §11-13-202, *et. seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party's legislative body pursuant to § 11-13-202.5 of the ICA;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to §11-13-202.5 of the ICA;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to §11-13-209 of the ICA;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement; and
- f. The Mayor of Salt Lake County and the Mayor of Draper City, or their designees, are designated as the joint administrators of this Agreement for all purposes of the ICA, pursuant to §11-13-207(1) of the ICA.
- g. COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

XI. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this Agreement on this _____, day of _____, 2013.

SALT LAKE COUNTY

By _____
Mayor or Designee

DRAPER CITY

By: _____
Mayor or Designee

[Return to Agenda](#)

CONSENT

ITEM #D

REQUEST FOR COUNCIL ACTION

To:	<u>Mayor & City Council</u>
From:	<u>Joe Bryant</u>
Date:	<u>June 25, 2013</u>
Subject:	<u>Salt Lake County CDBG Funding Agreement</u>
Applicant Presentation:	
Staff Presentation:	<u>Joe Bryant</u>
RECOMMENDATION: Recommendation to approve contract for Professional Consulting, Engineering and Design Services needed for the New SunCrest Public Works Substation.	
BACKGROUND AND FINDINGS: Pursuant to Draper City Administrative code 3-3-070(c)(iii) (a),(b) contracting is allowed for specialty professional services when a competitive process which by their nature are not reasonably adapted to award by a competitive bid process. Previously at the City's request, Scott P. Evans Architect and Associates P.C. were engaged in the initial conceptual design and programming of a new public works substation in which money was paid for services rendered. As a result, it would not be cost effective to bid and pay for services that have already been paid for.	
PREVIOUS LEGISLATIVE ACTION:	
FISCAL IMPACT: Finance Review: <u>JTB</u>	
\$1,600,000.00 available in CIP 41-46-2882	
SUPPORTING DOCUMENTS: <ul style="list-style-type: none">• Contract 13-181• Fee Proposal	



"Our Success Is
Measured by the Level
of Our Client's Success"

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Special Projects

WHITE EVANS - ARCHITECT
ASSOCIATES P.C.
108 W. CENTER ST
SALT LAKE CITY, UT 84010
Q: 801-298-1368
F: 801-298-2192

www.wei-architect.com
www.wei-architect.com

June 3 ,2013

Mr. Joe Bryant
Draper City Treasurer/Purchasing Agent
1020 East Pioneer Road
Draper, Utah 84020

Re: **Draper City
Public Works Building
A/E Fee Proposal**

Dear Joe,

We appreciate this opportunity to be of service to you for this project. We promise our best professional efforts.

PROJECT

For the purpose of this proposal we are assuming the project will include:

- The site is on Traverse Ridge Road at the top of the south mountain. From our investigation the site appears to be over the county line in Utah County. It is unknown, at this time, whether Utah County will have any jurisdiction.
- The floor plan and overall appearance shall be as indicated in the previous study accomplished in 2008 (copy attached).
- A site improvement plan has, at this time, not been developed, however we feel that this site is sized adequate for the development of your Public Works Building. According to your statement, the southern portion of the site is not buildable due to geotechnical concerns.
- A geotechnical report will be provided by Draper City.
- A topographical/utility survey shall be furnished by Draper City. We can provide this if you wish. See "Contingent Additional Services" below.
- It is noted that the site has a great deal of "fill" including debris from other projects. This may be required to be removed or mitigated in some manner that may add cost to the project.
- We recommend that a "project development team" (PDT) be established as soon as possible. Regular meetings with this team will be helpful in assuring a successful project. This team could include all stake holders in the mission, your project manager and our design group.

SCOPE OF WORK

The scope of the design work is to include standard work as outlined in the Draper City A/E Agreement and in the Attachments as negotiated.

FEE PROPOSAL

Programming Services

No Charge*

* It is assumed that programming occurred in the previous study done in 2008. If the project changes appreciably, we reserve the right to renegotiate this.

Basic Services

Estimated Construction Cost

To Be Determined

Proposed A/E Fee

6.95% of construction costs
less \$4,000 credit for previous
schematic design**

** If major changes are required to the current schematic design this credit may be renegotiated.

Our consultants shall be:

Structural	BHB
Mechanical	SMD
Electrical	Spectrum
Landscape	JZ Landscape (\$6,200)***
Civil	Hill Argyle (\$4,600)***

*** These cost were requested by you to be divulged to see if you wanted to provide these services "in-house". If so, these will be deducted from the "Basic Services" fee above.

Contingent Additional Services

Survey/Topographic/Utility (Boundary is not included)
North portion of site - approximate 5 acre portion only. \$1,800

Reimbursables

The cost of final reproduction of bidding documents shall be reimbursed.

Schedule

Depending on your PDT's schedule, we feel that we can have the project ready to bid within 3 months.

If you have any questions please call our office.

Yours truly,



Scott P. Evans - AIA
President

Enclosures: Previous study floor plan and renderings

Project Name: Programming, Design and Construction Administration of Public Works
Substation Facility

**AN AGREEMENT FOR PROFESSIONAL CONSULTING, ENGINEERING and DESIGN SERVICES
BETWEEN DRAPER CITY AND SCOTT P. EVANS ARCHITECT and ASSOCIATES P.C.**

THIS AGREEMENT made and entered into this 2nd day of July 2013, by and between DRAPER CITY, a municipal corporation (hereinafter referred to as "City" and SPE Architect, Inc., a Utah corporation (hereinafter referred to as "Consultant").

The City and Consultant agree as follows:

1. **RETENTION AS CONSULTANT**

City is authorized to purchase goods or services as a single source and standardization of service pursuant to Draper City Municipal Code 3-3-070(c),(1)(ii),(iii)(a).

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2. Consultant warrants it has the qualifications, experience and facilities to properly perform said services.

This agreement is not intended and shall not be construed to create any right or impose any duty, expressly or by implication, in favor of any person or entity who is not a direct party to this agreement. All services and extra services to be performed by Consultant hereunder will be performed for the exclusive use and benefit of City, and no other person or entity may or is entitled to use or rely upon any such services or the information or reports generated by Consultant as a result of such services.

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Provide professional architectural services by licensed Architects and Engineers:

Programming

Task 1 – Programming

Task 2 – Schematic Design

Design, construction administration

Task 3 – Construction Documents

Task 4 – Bid Packages and Award Process

Task 5 – Construction

Task 6 – As-Built Documents

Task 7– Project Closeout

Consultant has the right to decline to perform any services or extra services requested by the City without liability. Professional services provided by the Consultant under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's same profession currently practicing in the same locality under similar conditions.



No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement, or in any report, opinion or document.

3. **COMPENSATION AND PAYMENT**

Except for authorized extra services (pursuant to Paragraph 4), the total compensation payable to Consultant by City for the services described in Paragraph 2 shall be earned on a Lump Sum Fee of zero \$ 0.00 for programming services provided that the scope of work does not change appreciably, and six and twenty one hundredths percent (6.21%) for Design and Construction Administration based upon the following formula: Total Project Construction Cost x *6.21% = \$ Design Fee. Cost for final printing shall be considered a reimbursable expense. Additional pre-approved services if any shall be negotiated.

*Fee based percentage includes credits for part of the programming and schematic design previously completed *and other service originally contemplated and proposed in consultants proposal.

City shall provide complete site civil and landscape design for implementation into the final Project Plan set. City shall provide site topography, Horizontal & Vertical Control Plan, Civil Site Details, Grading, Drainage and Erosion Control Plan, Utility Plan and Landscape Plan to comply with the requirements of the Draper City Municipal Code. Landscape Plan shall provide a planting details plan and schematic irrigation plan. Contractor shall provide final irrigation plan for review and approval by Draper City prior to construction landscape set development. The construction cost as a result of the Civil Engineering shall be considered part of the "Total Project Construction Costs". It is understood that Draper City will be providing both the civil engineering as well as the site development construction. The "project construction cost" for the site development construction shall be established as follows. The Consultant will break out this cost in the estimate provided at the end of the schematic design phase as if it were to be bid. This cost will be added to the final bid from the contractor to establish the "total project construction cost", from which the Consultant fee will be established.

This same approach can be applied to landscaping if Draper City so desires, otherwise, the Consultant shall bear no responsibility for the design of the Landscape or irrigation elements.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and should describe the work performed, including a list of man-hours by personnel classification, if billing is on a per hour basis. The City agrees to pay a finance charge of 1 1/2% per month on past due accounts, or the maximum allowed by law if such maximum is less than 1 1/2% per month.

4. **EXTRA SERVICES**

City shall pay Consultant for those extra services authorized or requested in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

If requested, Survey/Topographic/Utility (Boundary excluded) North portion of site- approximate 5 acre portion only. \$1,800.00



5. **SERVICES BY THE CITY**

City will make available for Consultant's review all available information regarding project conditions or requirements that may be relevant to or affect the services to be performed under this Agreement, including, but not limited to, information City knows, assumes or may suspect with respect to hazardous or potentially hazardous substances or wastes. City will immediately transmit to Consultant any new information concerning the project that becomes available to it, either directly or indirectly, during the performance of this Agreement. City agrees to render reasonable assistance as requested by Consultant so the performance of the services under this Agreement may proceed without delay or interference. Consultant will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by City, and the Consultant shall not be required to investigate or evaluate the accuracy or completeness of any information furnished by City.

+City shall provide the Consultant with the following professional and technical services:

- Civil Engineering
- Landscape Design Services
- Geotechnical Report.

6. **PROGRESS AND COMPLETION**

Consultant shall commence work on the discreet tasks to be performed within a reasonable period of time after receiving a request from the City. Upon receipt of a request for services from the City, Consultant shall promptly notify the City of expected time to complete the task. Consultant shall then work diligently to complete the task in the expected time frame.

It is understood that time is of the essence in the performance of requested tasks.

7. **OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon completion of the discreet tasks or termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant, but may be used only in conformance with all terms of this agreement.

8. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the City. The following person is deemed to be a key member or employee of the Consultants firm, and shall be directly involved in performing or assisting in the performance of this work:

Scott P. Evans – President

Consultant Teams as listed in proposal



Should this individual be removed from assisting in this contracted work for any reason, the consultant will provide qualifications of a suitable replacement and a work plan detailing how tasks will be reassigned. If the City finds the replacement unacceptable the City may terminate this Agreement.

This Agreement is not assignable by Consultant or City.

9. **HOLD HARMLESS**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this agreement.

The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the City's sole negligent acts, errors or omissions and for anyone for whom the City is legally liable, arising from the professional services under this agreement.

The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

City hereby agrees, to the fullest extent permitted by law, that Consultant's total liability to City for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to any services or this Agreement, from any cause or causes, including but not limited to Consultant's negligence, errors, omissions, strict liability, breach of contract, or otherwise, will not exceed \$1,000,000.00, per claim and in the aggregate. In no event shall Consultant be liable for exemplary or punitive damages.

10. **INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts, and
- (2) Professional errors and omissions insurance in the amount of \$1,000,000, per claim and in the aggregate.

Understanding that the Consultant uses personal vehicles in the performance of professional services under this agreement, the Consultant agrees to maintain reasonable automobile insurance on the vehicle.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies with an endorsement that they are not subject to cancellation without thirty (30) calendar day's prior written notice to City.



The City, its officers and employees, shall be named as additional insured on Consultants, general liability, auto liability policies.

11. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

12. **TERMINATION**

The City, by notifying Consultant in writing, may upon ten (10) calendar days notice, terminate any portion, or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to assemble, in a reasonable time, work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

The Consultant, by notifying City in writing, may upon ten (10) calendar days notice, terminate any portion, or all of the services agreed to be performed under this Agreement. In the event of such termination, Consultant shall have the right and obligation to assemble, in a reasonable time, work in progress for the purpose of winding up the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within thirty (30) calendar days following submission of final statement by Consultant.

13. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within thirty (30) calendar days of the receipt of that check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.



14. **WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15. **ATTORNEYS FEES**

Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney's fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and reasonable attorney's fees, unless otherwise agreed. Any obligation set forth in this Agreement requiring one party to defend, indemnify and hold the other party harmless shall include payment by the indemnifying party of the indemnitee's reasonable attorneys fees when and as incurred. Notwithstanding anything to the contrary, the City shall be fully liable for all collection fees or expenses incurred by the Consultant to collect any outstanding invoices.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.



19. **CAPTIONS**

The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

20. **AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

21. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant=s proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

22. **PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. **TERM OF AGREEMENT**

Unless sooner terminated as provided for herein, this agreement shall be effective from July 2, 2013, and shall run for a reasonable period of time needed (including warranty period) to complete the project as defined in scope of work.

24. **TERMINATION FOR CONVENIENCE**

City reserves the right to terminate this contract, 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 the vendor at least thirty (30) days prior to the date of termination. Upon such termination, the vendor shall be paid for all services up to the date of termination.

Vendor agrees that the City's termination for convenience will not be deemed a termination for default nor will it entitle the vendor to any rights or remedies provided by law or this contract for breach of contract by the City or any other claim or cause of action.



25. **TERMINATION FOR CAUSE**

The City reserves the right to cancel the contract upon written notice to the vendor for unauthorized substitution of product, excessive delays poor quality or failure to perform as outlined in the specifications of this solicitation for material breach of any term or condition of this contract, or other event of default. Termination for cause may be immediate; or alternatively, the City may provide written notice of the default with a period in which the vendor may cure the default.

26. **NON-AVAILABILITY OF FUNDS**

It is understood that if the department fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the contract or the lawful order issued in or for any fiscal year during the Term of this contract, the contract and all lawful orders issued shall terminate on the date said funds are no longer available without any termination charges or liability incurring to the City. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to the department in the immediately preceding fiscal year.

27. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, and addressed as follows:

TO CITY: DRAPER CITY
Attn: David Dobbins, City Manager
1020 East Pioneer Road
Draper, Utah 84020

TO CONSULTANT: Scott P. Evans - Architect and Associates P.C.
Attn: Scott P. Evans, President
108 West Center Street
Bountiful, Utah 84010



In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

DRAPER CITY

Darrell H. Smith, Mayor or designee

ATTEST:

Tracy Norr, City Recorder

CONSULTANT

By: Scott P. Evans

Its: Scott P. Evans, President

Scott P. Evans

CONSULTANT ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 25 day of June, 2013, personally appeared before me Scott P. Evans who being by me duly sworn did say that (s)he is the President of Scott P. Evans Architect, P.C., a professional corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

Wendy J. Newman

Notary Public
Residing at:

Centerville, Utah

My Commission Expires:

09-03-2016



[Return to Agenda](#)

CONSENT ITEM #E

REQUEST FOR COUNCIL ACTION

To:	Mayor & City Council
From:	Garth Smith
Date:	July 2, 2013
Subject:	Add Section 3-1-068 (Finance Department) and Section 3-1-069 (Finance Director) to the Draper City Municipal Code
Applicant Presentation:	N/A
Staff Presentation:	Garth Smith, Human Resources & Emergency Svcs. Director
RECOMMENDATION:	
Adopt Ordinance No. 1053, which adds Section 3-1-068 (Finance Department) and Section 3-1-069 (Finance Director) to the Draper City Municipal Code.	
BACKGROUND AND FINDINGS:	
The City has had a functioning Finance Department and Finance Director for several years. However, the functions and duties associated with the Finance Department and Finance Director have not been called out in the Draper City Municipal Code. Adopting Ordinance No. 1053, will correct this oversight and reflect the current organizational structure.	
PREVIOUS LEGISLATIVE ACTION:	
N/A	
FISCAL IMPACT: Finance Review: _____	
<ul style="list-style-type: none">• None	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Proposed Ordinance No. 1053.	

ORDINANCE NO. 1053

A DRAPER CITY ORDINANCE ENACTING DRAPER CITY MUNICIPAL CODE 3-1-068 AND 3-1-069 TO REFLECT THE ADDITION OF A FINANCE DEPARTMENT AND FINANCE DIRECTOR TO THE CITY'S ORGANIZATIONAL STRUCTURE

WHEREAS, the City Council deems it necessary and appropriate to add sections to the Draper City Municipal Code to create the Finance Department and the Finance Director position; and

WHEREAS, the City Council finds it is in the best interest of Draper City and the general health, safety and welfare of the public that these changes to Chapter 3 of the Municipal Code should be made;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

SECTION I. Enactment. Draper City Municipal Code Section 3-1-068 is hereby enacted to read:

Section 3-1-068 Finance Department. There is hereby created and established a Finance Department. The Finance Department shall be responsible for the budgeting, payroll, financial compliance, utility billing, treasury functions, purchasing functions and other functions as deemed appropriate by the City Council and City Manager.

SECTION II. Enactment. Draper City Municipal Code Section 3-1-069 is hereby added to read:

Section 3-1-069 Finance Director. There is hereby created the position of Finance Director who shall act as the Department Head of the Finance Department. The Finance Director shall have such powers and duties as designated by state laws, ordinances and the City Manager. The Finance Director shall be selected by the City Manager and appointed by the Mayor with the consent of the City Council.

SECTION III. Repealer. Ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION IV. Effective Date. This Ordinance shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 2nd DAY OF JULY, 2013.

ATTEST:

DRAPER CITY

City Recorder

Darrell H. Smith, Mayor

[Return to Agenda](#)

CONSENT

ITEM #F

RESOLUTION NO. 13-35

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF DRAPER TO APPOINT ROBERT B. WYLIE AS FINANCE DIRECTOR FOR THE CITY OF DRAPER.

WHEREAS, the Mayor desires to appoint Robert B. Wylie as Finance Director of the City of Draper in accordance with the appointment procedures provided by law and City Ordinance; and

WHEREAS, Draper City Municipal Code 3-1-030 requires the advice and consent of the City Council in order for the Mayor to appoint the Finance Director; and

WHEREAS, Robert B. Wylie has the credentials, experience and professionalism necessary to be the Finance Director.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Appointment. The Mayor is hereby authorized to appoint Robert B. Wylie as Finance Director, in accordance with appointment procedures provided by law and City Code.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all provisions, clauses and words of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 2nd DAY OF JULY, 2013.

Mayor, Darrell Smith

ATTEST:

City Recorder

CONSENT
ITEM #G

RESOLUTION NO. 13-33

A RESOLUTION APPOINTING ANDREW ADAMS TO THE DRAPER CITY PLANNING COMMISSION

WHEREAS, the Draper City Council has adopted Ordinances which provide for the appointment of members to the Draper City Planning Commission; and

WHEREAS, members of the Planning Commission have been appointed by the City Council; and

WHEREAS, the resignation of a regular member of the Planning Commission has left a vacancy to be filled; and

WHEREAS, Andrew Adams has expressed a willingness to serve as a regular member of the Draper City Planning Commission and to participate in its deliberations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Appointment. Andrew Adams is hereby appointed to fill the term listed below as a member of the Draper City Planning Commission according to the laws, ordinances and regulations governing the Planning Commission and its members for the term specified herein.

Andrew Adams

July 1, 2013 through June 30, 2017

Section 2. Severability. If any section, part of provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 2nd DAY OF JULY 2013.

ATTEST:

DRAPER CITY

City Recorder

Mayor

[Return to Agenda](#)

CONSENT

ITEM #H

RESOLUTION NO. 13-36

A RESOLUTION APPOINTING TRACI GUNDERSON AND CRAIG HAWKER AS ALTERNATES TO THE DRAPER CITY PLANNING COMMISSION

WHEREAS, the Draper City Council has adopted Ordinances which provide for the appointment of members and alternates to the Draper City Planning Commission and;

WHEREAS, the Planning Commission is responsible to oversee the proper development of the City in accordance with pertinent City ordinances and provisions of Chapter 9, Title 10, of the Utah Code Annotated, as amended; and

WHEREAS, Traci Gunderson and Craig Hawker have expressed a willingness to serve as alternate members of the Draper City Planning Commission and to regularly participate in its deliberations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH AS FOLLOWS:

Section 1. Appointment. Traci Gunderson and Craig Hawker are hereby appointed as alternate members of the Draper City Planning Commission according to the laws, ordinances and regulations governing the Planning Commission and its members for terms beginning July 1, 2013 and ending June 30, 2014.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 2nd DAY OF JULY 2013.

DRAPER CITY

Mayor

ATTEST:

City Recorder

[Return to Agenda](#)

CONSENT

ITEM #1

RESOLUTION NO. 13-37

A RESOLUTION APPOINTING RYAN SUMMERHAYS AS A MEMBER OF THE DRAPER CITY PARKS, TRAILS AND RECREATION COMMITTEE

WHEREAS, the City is authorized to establish boards, commissions and committees within the City as deemed appropriate by the City Council; and

WHEREAS, the City has created a Parks, Trails and Recreation Committee within the City for the purpose of providing a framework for the management of City parks, trails and recreation assets; and

WHEREAS, the duties of this Committee are to recommend and monitor the establishment of facilities, programs and policies to meet the recreational and aesthetic needs of the citizens and Draper City; and

WHEREAS, there is a vacancy on the Parks, Trails and Recreation Committee; and

WHEREAS, Ryan Summerhays has expressed his desire to serve as a board member;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Appointment. Ryan Summerhays is hereby appointed to serve as a member of the Draper City Parks, Trails and Recreation Committee according to the laws, ordinances and regulations governing the Committee and its member for the term of July 1, 2013 through July 31, 2017.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS THE 2nd DAY OF JULY, 2013.

ATTEST:

DRAPER CITY

City Recorder

Mayor