

REDEVELOPMENT AGENCY

Notice is hereby given that the Draper City Redevelopment Agency will hold a Meeting on **March 25, 2014**, in the City Council Chambers at 1020 East Pioneer Road, Draper, Utah.

The agenda shall be as follows:

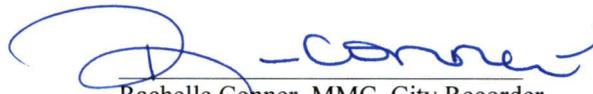
- 1.0 Call to Order – Chairman Vawdrey
- 2.0 Approval of Minutes – March 18, 2014
- 3.0 **Action Item: Agreement #RDA 14-01**, Approving an Agreement with Lewis Young Robertson and Burningham for Consulting Services for Redevelopment Areas. Staff report by Bob Wylie.
- 4.0 **Public Hearing: Resolution #RDA 14-01**, Approving Budget Amendments. Staff report by Bob Wylie.
- 5.0 Adjournment

SALT LAKE COUNTY/UTAH COUNTY, STATE OF UTAH

I, the City Recorder of Draper City, certify that copies of the agenda for the Redevelopment Agency meeting to be held the **25th day of March, 2014**, 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:
RDA Seal




Rachelle Conner, 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 Rachelle Conner, MMC, City Recorder at (801) 576-6502 or rachelle.conner@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.

**RDA
AGENDA
ITEM #2**

MINUTES OF THE REDEVELOPMENT AGENCY MEETING HELD ON TUESDAY, MARCH 18, 2014, IN THE DRAPER CITY COUNCIL CHAMBERS, 1020 EAST PIONEER ROAD, DRAPER, UTAH.

PRESENT: Chairman Marsha Vawdrey, Boardmembers Bill Colbert, Bill Rappleye, Jeff Stenquist, Alan Summerhays, and Troy Walker.

STAFF PRESENT: David Dobbins, Russ Fox, Doug Ahlstrom, Rachelle Conner, Keith Morey, Glade Robbins, Bryan Roberts, Garth Smith, and Bob Wylie

1.0 Call to order.

6:12:03 PM

1.1 The meeting was called to order at 6:12 p.m.

6:12:12 PM

2.0 Public Hearing: Resolution #RDA 14-01, Approving Budget Amendments.

6:12:16 PM

2.1 Councilmember Summerhays moved to continue the public hearing to March 25, 2014. Councilmember Rappleye seconded the motion.

6:12:32 PM

2.2 A roll call vote was taken with Boardmembers Colbert, Rappleye, Stenquist, Summerhays, Walker, and Vawdrey voting yes. The motion passed unanimously.

3.0 Adjournment

6:12:53 PM

3.1 A motion to adjourn was made by Boardmember Walker and seconded by Boardmember Rappleye.

6:12:59 PM

3.2 A roll call vote was taken with Boardmembers Colbert, Rappleye, Stenquist, Summerhays, Walker, and Vawdrey voting yes. The motion passed unanimously.

**RDA
AGENDA
ITEM #3**

REQUEST FOR COUNCIL ACTION

To:	Chairperson & Board Members
From:	Bob Wylie, Finance Director
Date:	March 18, 2014
Subject:	Professional Service Agreement with Lewis Young Robertson & Burningham to prepare CDRA Governance Report
Applicant Presentation:	None
Staff Presentation:	Bob Wylie, Finance Director
RECOMMENDATION:	
<p>Authorize Draper City Redevelopment Agency Chairperson to sign Agreement # RDA 14-01 with the firm of Lewis Young Robertson & Burningham (LYRB) to prepare CDRA Governance Report: Comprehensive Review and Strategic Planning Analysis for Draper City Redevelopment Agency.</p>	
BACKGROUND AND FINDINGS:	
<p>Staff has recognized the need to have a comprehensive review and analysis completed for the five redevelopment areas within the city. These designated redevelopment areas are – West Freeway, Sandhills, Crescent, East Bangerter and Gateway. The consulting services include conducting a comprehensive review of each project area and performing strategic planning for each project area and for the Redevelopment Agency as a whole.</p>	
PREVIOUS LEGISLATIVE ACTION:	
None	
FISCAL IMPACT: Finance Review: <u>BW</u>	
<ul style="list-style-type: none">• Fiscal Year Budget for the RDA will need to be amended for the amount of these services for \$18,460.00	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• Agreement #RDA 14-01	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this the _____ day of March, 2014, by and between LEWIS YOUNG ROBERTSON & BURNINGHAM, INC. (LYRB) and the DRAPER CITY REDEVELOPMENT AGENCY (the "Client"), for the purposes of certain Professional Services as described under paragraph 2 of this Agreement.

Client:	Draper City Redevelopment Agency	Phone Number:	(801) 576-6318
Address:	1020 East Pioneer Road Draper, Utah 84020	Fax Number:	
		Contact Person:	Bob Wylie, Finance Director

Description of Services: RDA GOVERNANCE REPORT AND ANALYSIS:
Comprehensive Review and Strategic Planning Analysis

Section 1. Description of the Engagement. The Client desires to retain a qualified consultant to prepare a CDRA Governance Report: Comprehensive Review and Strategic Planning Analysis. The consulting services identified in this Agreement include: i) conducting a comprehensive review of each project area and ii) performing strategic planning for each project area and for the Redevelopment Agency as a whole.

Section 2. Scope of Services. LYRB will provide services to the Client related to this Agreement based on the specific tasks outlined in EXHIBIT A, attached hereto and included in this Agreement by this reference.

Section 3. Compensation to be Paid to LYRB. The Client retains LYRB for services defined herein, including the detail provided in EXHIBIT A. LYRB will provide the services described in EXHIBIT A for the amount not-to-exceed Eighteen Thousand Four-Hundred and Sixty dollars (\$18,460.00). To the extent the Client determines that additional services and scope are necessary to complete or enhance this project, LYRB will provide said scope and fee that will be considered and both parties will be required to agree through written amendment to this Agreement. This may be accomplished through either an addendum or amendment to this Agreement.

Section 4. LYRB an Independent Contractor. For purposes of this Agreement and the services to be performed hereunder, LYRB, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of the Client. LYRB is and shall be considered to be an independent contractor in all respects.

As an independent contractor, LYRB shall be fully responsible for the payment of all of its employees, agents, servants and contractors and assumes full responsibility for the payment of all Workmen's Compensation payments which may be due or assessed against LYRB.

LYRB warrants it is and will remain in compliance with Utah Code Ann. § 13-47-201 (2012) and that it will also require compliance for any of its subcontractors by participating in the Status Verification System as required by state law in order to enter into a contract with a political subdivision of the State of Utah.

Section 5. Representation of LYRB. LYRB represents that if a situation occurs whereby an interest of the Client is in conflict with the interests of another Client of the Consultant, the Consultant shall notify the Client promptly and disclose the conflict.

Section 6. Commencement of Work. Work will begin March 2014.

Section 7. Amendments. This Agreement may be modified or amended only in writing signed by both LYRB and Client. Any change in this Agreement shall be mutually agreed upon by Client and LYRB and shall be set forth only in written amendments to this Agreement.

Section 8. Representations and Notices. The following are designated as representatives of parties to this Agreement:

(a) LYRB designates Jason Burningham as its representative in all matters under this Agreement and all notices given to LYRB shall be by regular U.S. mail to:

LYRB:

Jason Burningham
LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
41 North Rio Grande St., Ste. 101
Salt Lake City, UT 84101

(b) Client designates as its representative in all matters under this Agreement and all notices given to Client shall be by regular U.S. mail to:

Client:

DRAPER CITY REDEVELOPMENT AGENCY
1020 East Pioneer Road
Draper, Utah 84020

Section 9. Indemnification. LYRB agrees and covenants to hold harmless and indemnify Client from any actionable claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct of LYRB or omissions on the part of LYRB or its agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

Client agrees and covenants to hold harmless and indemnify LYRB from any claims, losses, injury, expenses and attorneys' fees proximately caused by any negligent conduct or omissions on the part of Client, its officers, employees, or agents in the execution of the work performed in accordance with this Agreement, or which constitutes a breach of this Agreement.

Section 10. Successors. LYRB and Client agree that the provisions of this Agreement shall be binding on heirs, successors and agents.

Section 11. Termination. It is agreed that either party may terminate this Agreement at any time and for any reason. Any such termination shall be accomplished by one party giving the other party prior written notice thereof, at least thirty (30) calendar days in advance of the desired termination date. Neither party shall have any liability to the other for damages or other losses because of a termination of this Agreement; provided, however, if a termination should occur, the Client agrees to pay LYRB all amounts due for work actually performed that falls within the scope of services of this Agreement, as outlined in **EXHIBIT A** through and including the termination date and LYRB shall deliver to the Client all data, reports and information Client paid for or that would be due on the termination date.

Section 12. Entire Agreement. This Agreement contains the complete agreement and understanding of the parties and supersedes any previous understandings, commitments, proposals or agreements whether oral or written, and may only be modified or amended in writing or executed by authorized individuals of Client and LYRB.

Section 13. Jurisdiction. This Agreement shall be governed by the laws of the State of Utah.

Section 14. Attorney Fees. In the event that either party is required to engage the services of an attorney to enforce any of the provisions of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

Section 15. Non-assignability. This Agreement is not assignable by either party without the express written permission of the other party.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth in this Agreement.

DRAPER REDEVELOPMENT AGENCY

Title: _____

Attested By:

Title: _____

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Title: _____

Attested By:

Title: _____

EXHIBIT A

Provided below is a schedule of tasks, work assignments, and agreed upon fee for services related to this Agreement. LYRB will provide all services identified in this **EXHIBIT A** in an amount not-to-exceed Eighteen Thousand Four-Hundred and Sixty dollars (\$18,460.00).

DRAPER CITY REDEVELOPMENT AGENCY

RDA Governance Report and Analysis: Comprehensive Review and Strategic Planning Analysis

Detailed Scope of Work and Fee Schedule

	Principal	Senior Analyst	Support Analyst	Clerical	Total
<i>Billable rates/hour</i>	\$ 200.00	\$ 150.00	\$ 100.00	\$ 40.00	
Task 1: Thorough analysis of each RDA Project Area					
Collect and determine sufficiency in plans, budgets, reports and development agreements	3.00	5.00	4.00	2.00	14.00
Compilation of statutory provision/requirements/documentation related to each initial creation	3.00	6.00	2.00	1.00	12.00
Compilation of statutory provision/requirements/documentation necessary to manage current project areas (if different)	3.00	10.00	2.00	0.50	15.50
Development of a comprehensive tax increment cash flow analysis and pro forma (include the impact of 2013 or 2014 legislative changes, etc.)	3.00	12.00	1.00	1.00	17.00
Review and advise regarding modifications to existing project areas, including: timing, extensions, documentation and other pertinent clarifications	2.00	2.00	1.00	-	5.00
Task 1: Sub-total Consulting Hours	14.00	35.00	10.00	4.50	63.50
Task 1: Sub-total Estimated Fee	2,800.00	5,250.00	1,000.00	180.00	9,230.00
Task 2: Review of Current Governance Practices related to RDA					
Determine compliance with: use of tax increment, filing and complying with reporting requirements, budget documentation, and general record keeping	4.00	7.00	3.00	2.00	16.00
Provide recommendations and remedies for compliance	1.00	1.00	-	-	2.00
Provide sample recommended policies, procedures and best practices	3.00	5.00	2.00	2.00	12.00
Task 2: Sub-total Consulting Hours	8.00	13.00	5.00	4.00	30.00
Task 2: Sub-total Estimated Fee	1,600.00	1,950.00	500.00	160.00	4,210.00
Task 3: Deliverables					
Draft written report and analysis: documenting Task 1 and Task 2	6.00	12.00	5.00	3.00	26.00
Final report and presentation to the CDRA Board of Directors	3.50	4.00	1.00	-	8.50
Task 3: Sub-total Consulting Hours	9.50	16.00	6.00	3.00	34.50
Task 3: Sub-total Estimated Fee	1,900.00	2,400.00	600.00	120.00	5,020.00
Total Estimated Fee for Services	6,300.00	9,600.00	2,100.00	460.00	\$ 18,460.00

**RDA
AGENDA
ITEM #4**

REQUEST FOR COUNCIL ACTION

To:	RDA Chairperson & Committee Members
From:	Bob Wylie, Finance Director
Date:	March 25, 2014
Subject:	Draper City RDA 3rd Quarter Budget Amendment for FY 2013-2014
Applicant Presentation:	None
Staff Presentation:	Bob Wylie, Finance Director
RECOMMENDATION:	
Approve RDA Resolution 14-01 amending the Draper City Redevelopment Agency (RDA) budget for fiscal year ending June 30, 2014 as proposed.	
BACKGROUND AND FINDINGS:	
See attached staff report.	
PREVIOUS LEGISLATIVE ACTION:	
Resolution #RDA 13-11 adopting Draper City Redevelopment Agency budget for fiscal year ending June 30, 2014.	
FISCAL IMPACT: Finance Review: <u>BW</u>	
<ul style="list-style-type: none">• See attached staff report	
SUPPORTING DOCUMENTS:	
<ul style="list-style-type: none">• RDA Resolution 14-01• Staff report with supporting documentation	

RESOLUTION NO. RDA 14-01

A RESOLUTION AMENDING THE ADOPTED BUDGET OF THE REDEVELOPMENT AGENCY OF DRAPER CITY FOR FISCAL YEAR 2013-2014.

WHEREAS, the Agency has adopted Resolution No. RDA 13-11 which adopted the final budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated; and

WHEREAS, the Agency wishes to amend the fiscal year 2013-2014 budget; and

WHEREAS, a public hearing to consider the appropriations has been noticed and held and all interested persons were heard, for or against the appropriations; and

WHEREAS, the Agency hereby finds this action in the best interest of the public's health, safety and general welfare.

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

Section 1. Purpose. The purpose of this Resolution is to amend the budget of the Redevelopment Agency of Draper City, as approved and finalized by Redevelopment Agency Resolution No. RDA 13-11.

Section 2. Adoption of Amendments. The budget amendments attached hereto and made a part of this Resolution shall be, and the same hereby are adopted and incorporated into the budget of the Redevelopment Agency of Draper City, Utah for the fiscal year beginning July 1, 2013 and ending June 30, 2014, in accordance with the requirements of the Utah Code Annotated.

Section 3. Filing of copies of the Budget Amendments. The Budget Officer is authorized and directed to certify and file a copy of said budget amendments in the office of the City Recorder which amendments shall be available for public inspection.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF DRAPER CITY, STATE OF UTAH, ON THIS 25th DAY OF MARCH, 2014.

REDEVELOPMENT AGENCY

ATTEST:

City Recorder

Chairperson

FY 2013-2014 RDA 3rd QUARTER BUDGET AMENDMENT, MARCH 25, 2014

DRAPER CITY CDRA

FY2014-038 Draper RDA

Governance Report and Analysis

\$18,460.00

81-39-9900 81-40-2401

Draper CDRA is in need to have a comprehensive review and analysis completed for the five redevelopment areas within the city. The money to cover this expenditure will come from the CDRA Fund Balance.