



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA SEPTEMBER 7, 2021

Work Session: 6:00 pm – Regular Session 7:00 pm

Posted September 2, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **SEPTEMBER 7, 2021** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Chambers followed by the regular session at 7:00 pm. Some members may participate electronically.

The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION –6:00 p.m.

1. Police Department Wage Proposal Discussion
2. Approval of City Council Minutes of August 17, 2021
3. Action Items
4. Council Reports
5. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Ryan Mumford
3. Citizen Comment
4. Public Hearing and Consideration of **Resolution 2021-29R**: A Resolution Amending the City of North Salt Lake 2021-2022 Fiscal Year Budgets
5. Consideration of **Resolution 2021-30R**: A Resolution Approving a Lease Agreement (**2021-27A**) with Highland Golf for 84 new Golf Carts to be used at Eaglewood Golf Course and Lease Agreement (**2021-28A**) with Vantage Tag Systems for GPS Equipment for Golf Carts
6. Consideration of **Resolution 2021-28R**: A Resolution Approving a CDBG Contract with Davis County for the Overland Road Sidewalk (**2021-26A**)
7. Consideration of **Amendment to Resolution 2021-23R**: A Resolution Authorizing the City Manager, or his Designee, to Submit an Application to the Federal Emergency Management Agency (FEMA) for the Hazard Mitigation Program for the Purchase and Installation of Well and Pump House Generators

8. Consideration of **Resolution 2021-32R**: a Resolution Supporting two Applications to the Governor’s Office of Planning and Budget for the COVID-19 Local Assistance Matching Grant for the Replacement of Water Lines on Lacey Way and at The Pointe at Northridge Apartments
9. Consideration of **Resolution 2021-31R**: A Resolution amending the Standards and Specification Manuals for Public Infrastructure Concerning Residential Street Lights
10. Mayor’s Report
11. City Attorney Report
12. City Manager Report
13. Adjourn

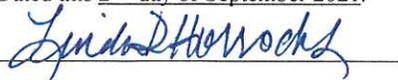
CLOSED SESSION

1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property. *Utah Code 52-4-205*

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 2nd day of September 2021.

Dated this 2nd day of September 2021.





1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 AUGUST 17, 2021

4
5 **DRAFT**

6
7 Mayor Arave called the meeting to order at 6:00 p.m.

8
9 PRESENT: Mayor Len Arave
10 Council Member Lisa Watts Baskin (arrived 6:15 p.m.)
11 Council Member Natalie Gordon
12 Council Member Brian Horrocks
13 Council Member Ryan Mumford
14 Council Member Stan Porter

15
16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
17 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Sherrie Pace,
18 Community Development Director; Todd Godfrey, City Attorney; Linda Horrocks, City
19 Recorder.

20
21 OTHERS PRESENT: Dee Lallis, (Dee's son), Tammy Clayton, Alisa VanLangeveld, Dave
22 Tolman, Steve McCutchan, Developers, Jeffrey Richardson, Kristine Robison, Land Form
23 Design Consultants.

24
25 1. PRESENTATION AND DISCUSSION OF PROPOSED RIVER RANCH (FORMERLY
26 MISTY RIVER) ANNEXATION

27
28 Dave Tolman and Steve McCutchan presented a slide presentation related to their proposed
29 River Ranch development (formerly Misty River). The project is proposed for land currently in
30 Salt Lake County.

31
32 They began by discussing the housing crisis in Utah and the need for affordable housing and then
33 specifically addressed the "workforce" demographic and stated that this group is often not
34 typically the target of government affordable housing programs. They said these were gainfully
35 employed individuals such as police officers, firemen, teachers, nurses, medical personnel and
36 service sector employees that most often required two incomes to qualify for financing in today's
37 market. Mr. McCutchan stated that they believed River Ranch was an opportunity to provide
38 workforce affordable housing in proximity to the Wasatch Front's five largest employment
39 centers and accessibility to public transit.

40
41 Council Member Gordon asked about the purchase price of these homes and what income level
42 would qualify. It was stated that the homes would start around \$350,000. Council Member
43 Gordon stated that she felt it was disingenuous to present something under the guise that it was

44 affordable housing when the proposed housing was still unaffordable to those in this workforce
45 demographic on a single income.

46

47 Mr. McCutchan continued and stated that North Salt Lake had an important role in promoting
48 workforce affordable housing as it was contiguous to Salt Lake County and close to regional
49 employment centers. He also added that the City had shown support for reasonable growth that
50 benefited the City's residents and fiscal base.

51

52 Mr. McCutchan said River Ranch would bring streets, potable water lines, secondary water lines
53 and sewer lines across the Jordan River that would service both Cross E Ranch and River Ranch.
54 Infrastructure improvements (roughly \$3.5 million) would be paid by the developer up-front and
55 then be reimbursed from development fees.

56

57 The developers presented slides showing the breakdown of housing units on the property totaling
58 1,396. Types of housing included single-family homes on 4,500 SF lots (71), single-family
59 homes on 3600 SF lots (193), single-family PUD homes (343), single-family (91), twin homes
60 (252) and townhomes (446). They said the development also included 37.34 acres of open space
61 consisting of parks and trails, tot lots, clubhouses, pools, loop road trail, the canal and Jordan
62 Riverbank area. Parking was discussed and the developers said this project's parking spaces were
63 in excess of the City's required amount. Mr. Tolman stated the 75% of the homes would have
64 rear-entry garages that improve street appearance and walkability (and that no garages would
65 have tandem parking).

66

67 Mr. McCutchan added that they had also secured space for a charter school on 6.93 acres that
68 would hold 1,000 students from grades K-8, built in three phases.

69

70 Council Member Gordon expressed concern over the issues relating to schools and the years
71 spent trying to get North Salt Lake to feel like a community due to the east and west being
72 divided by the industrial park. She reported that kids in the City attended many different schools
73 and it had always been a divisive issue. She stated that to further divide the kids between Granite
74 School District in Salt Lake County and the Davis School District in Davis County would only
75 make things worse.

76

77 The developers showed examples of their other projects in Bluffdale, UT to provide some details
78 of how River Ranch would look.

79

80 Mr. McCutchan showed a slide about offsite improvements and said they estimated about \$3.5 to
81 \$4.0 million in costs that would be fronted by the developer and reimbursed through fees. He
82 said these included improvements to Center Street and 2200 West, culinary and secondary water
83 lines, as well as sewer lift stations and a 12" line to the South Davis Sewer District treatment
84 plant.

85

86 Mayor Arave asked if the developers had been working with the Sewer District and other local
87 districts about servicing this area. Mr. McCutchan stated that they had met with Dal Wayment of
88 the South Davis Sewer District many times through this process and that there would not be an
89 issue with the south plant servicing this development. Council Member Gordon said she believed
90 the Sewer District had told the Council something different, and the Mayor also said that may
91 not be correct.

92
93 Jeffrey Richardson then addressed the Council as a consultant with Landform Design Group who
94 had been working with the developers on the open space design of the River Ranch development.
95 He showed design concepts of the primary entrance to the community on 2200 West with
96 monument signs, landscape, etc. and plans for improvements along the Jordan River including a
97 loop trail with trail markers, benches and trail entry monument. He said a large community park
98 would be included in the project and showed a concept with a community pool, playground area,
99 etc., and some smaller neighborhood/pocket parks with sport courts.

100
101 Mr. Richardson talked about revitalizing the area along the Jordan River with landscaping, active
102 recreation areas, trail connections, and nature appreciation areas. He stated that there was a huge
103 demand in communities these days for pet areas, and that dog parks would be included as well.

104
105 After the presentation, Mayor Arave stated that he believed this was a good project for the City
106 as it was well-designed and would help with the housing crisis. He also said this development
107 would help the newer businesses along Redwood Road, including Lee's Marketplace, on the
108 west side of the City.

109
110 Council Member Gordon stated that this would be a great project for Salt Lake County, rather
111 than North Salt Lake and reconfirmed that she did not like the division of North Salt Lake
112 children between different schools and school districts. She said the county line would need to be
113 moved for her to look at approving an annexation. She added that she had not found one resident
114 who wanted this development in the City. She also expressed concern about the developers
115 saying they were "working with the City on the annexation policy plan" as this would be a
116 conflict of interest.

117
118 Council Member Mumford said he was very concerned about any annexation proposal that did
119 not include moving the county line as well, and the issues of having the City in two different
120 counties. He mentioned a recent visit from the Davis County Clerk/Auditor and said that the
121 problems with elections and voting would also be a big problem. He said he had concerns where
122 the developers showed they would be paid back from fees and wondered how that would work
123 exactly. Council Member Mumford then stated that he believed the K-8 charter school was not
124 an adequate solution to the overcrowding of schools in the City.

125
126 Dave Tolman said he had contacted Foxboro Elementary and they still had room for about 43
127 more students this year, so he questioned whether the schools were beyond capacity.

128

129 Council Member Porter said he liked the project and the housing elements proposed. He
130 mentioned the history of Foxboro and how many residents did not want that development built in
131 the City, but what a great addition Foxboro and its residents and businesses were to North Salt
132 Lake.

133

134 Council Member Horrocks said he liked the design and especially incorporating the river
135 element and the proposed improvements along the Jordan River. He mentioned the previous
136 council members' comments and said he also had a real concern about the annexation not
137 involving a county annexation as well.

138

139 Council Member Baskin stated that she always viewed developers as having a community's best
140 interests in mind in providing homes and not just doing it for the money. She said she felt that
141 this project needed more review and discussion and expressed concern specifically about the
142 location to the Salt Lake International Airport, the silica dust and other air quality issues. She
143 said she did like the open space areas incorporated into their design.

144

145 Mr. McCutchan said they had reached an agreement with the airport and would be including
146 verbiage on every plat about the proximity to the airport, etc. Council Member Baskin asked that
147 a copy of this agreement be sent to the Council.

148

149 Council Member Gordon commented that she would like to see the proposed ownership of the
150 parks and open space so that the City could evaluate the benefits and costs to the current
151 residents.

152

153 2. ADJOURN

154

155 Mayor Arave adjourned the meeting at 7:40 p.m. to begin the regular session.

156

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
AUGUST 17, 2021

DRAFT

Mayor Arave called the meeting to order at 7:55 p.m. Council Member Baskin offered the invocation and led those present in the Pledge of Allegiance.

PRESENT: Mayor Len Arave
Council Member Lisa Watts Baskin
Council Member Natalie Gordon
Council Member Brian Horrocks
Council Member Ryan Mumford
Council Member Stan Porter

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Sherrie Pace, Community Development Director and Deputy City Recorder; Todd Godfrey, City Attorney; Linda Horrocks, City Recorder.

OTHERS PRESENT: Dee Lallis, (Dee's son), Tammy Clayton, Alisa VanLangeveld, residents.

1. CITIZEN COMMENTS

There were no citizen comments.

2. REVIEW AND APPROVE THE 2021 MUNICIPAL PRIMARY ELECTION
CANVASS INFORMATION PROVIDED BY DAVIS COUNTY AS THE BOARD OF
CANVASSERS

Sherrie Llewelyn, Deputy City Recorder, presented the 2021 Primary Municipal Election information received from Davis County, including vote totals, ballots cast, ballots not counted, and election equipment audit. She reported that the precinct report would be available from the County as soon as all other Davis County cities had completed their canvasses.

Council Member Mumford, representing the City Council as the Board of Canvassers, moved to accept the 2021 Primary Municipal Election Canvass as presented. Council Member Gordon seconded the motion. The motion was approved by Council Members Gordon, Mumford, Porter, Horrocks and Baskin.

199 3. CONSIDERATION OF RESOLUTION 2021-28R: A RESOLUTION APPROVING A
200 CDBG CONTRACT WITH DAVIS COUNTY FOR THE OVERLAND ROAD
201 SIDEWALK (2021-26A)
202

203 Ken Leetham said there were some engineering concerns that had arisen with this item that
204 warranted further review and that it would be postponed until the September 7, 2021 meeting.
205

206 4. CONSIDERATION OF RESOLUTION 2021-29R: A RESOLUTION APPROVING AN
207 INTER-LOCAL COOPERATION TRANSPORTATION PROJECT
208 REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY
209 OF NORTH SALT LAKE AUTHORIZING THE MAYOR, OR MAYOR PRO
210 TEMPORE, TO SIGN AND EXECUTE THE AGREEMENT (2021-27A)
211

212 Ken Leetham reported that with the authorized 3rd quarter cent sales tax for transportation
213 projects, Davis County was now collecting over \$11 million annually to fund local transportation
214 projects. In 2020, the City submitted an application to the County for its final engineering
215 feasibility study and design for the 1100 North bridge project. Mr. Leetham stated that
216 ultimately, the County Council of Governments recommended approval of that application and
217 the County Commission approved the City's request up to \$1,000,000 in reimbursement for
218 project-related costs. The resolution being considered approved an interlocal agreement to
219 facilitate the reimbursement to the City after the project is complete.
220

221 For further information, Ken Leetham reported that the City recently published an RFP (Request
222 for Proposals) for qualified engineering firms to perform the project study. He also stated that he,
223 along with Mayor Arave and Craig Peterson, met with UDOT on the project and learned that
224 UDOT had assigned a project manager to assist with the project review phases, consultant
225 selection and project oversight.
226

227 Council Member Horrocks stated that this was a project he felt strongly about and asked how the
228 City could actually get this project done and what the funding mechanism would be. Mr.
229 Leetham stated that the project had been placed as a higher priority by UDOT and that would
230 help.
231

232 Council Member Baskin asked if the City could bypass UDOT and seek funding from the
233 Federal Government and also questioned whether the City could use ARPA funds for this
234 project. Mr. Leetham said he would look into whether or not ARPA funds could be used for this
235 project.
236

237 Council Member Horrocks stated that Woods Cross will be benefiting from this project as well
238 and perhaps should be more involved in helping get this project done, rather than just offering a
239 letter of support.
240

241 Ken Leetham and Mayor Arave agreed that it may be time to discuss the project again with
242 Woods Cross.

243
244 **Council Member Horrocks moved to approve Resolution 2021-29 approving an interlocal**
245 **cooperation transportation project reimbursement agreement between Davis County and**
246 **the City authorizing the Mayor, or Mayor Pro Tempore, to sign and execute the agreement**
247 **(2021-27A). Council Member Mumford seconded the motion. The motion was approved by**
248 **Council Members Gordon, Mumford, Porter, Horrocks and Baskin.**

249
250 5. CONSIDERATION OF ORDINANCE 2021-07: AN ORDINANCE AMENDING
251 TITLE 8, SECTIONS 1-3 OF THE CITY CODE RELATED TO DELINQUENCIES
252 AND DISCONTINUANCE OF SERVICE

253
254 Ken Leetham stated that this item had been presented and passed as a resolution in a previous
255 meeting, but that it should have been adopted ordinance, as it was amending the City Code. No
256 other changes were made to the supporting document.

257
258 **Council Member Porter moved to approve Ordinance 2021-07 amending Title 8, Sections**
259 **1-3 of the City Code related to Delinquencies and Discontinuance of Service. Council**
260 **Member Mumford seconded the motion. The motion was approved by Council Members**
261 **Gordon, Mumford, Porter, Horrocks and Baskin.**

262
263 6. COUNCIL REPORTS

264
265 Council Member Gordon referred to the September 11th service day and stated that none of the
266 Youth City Council had been asked by their local congregations to be involved in that Day of
267 Service. She said they would like to be involved and will be participating as their own group.

268
269 Council Member Mumford asked when the City would be getting the Hatch Park redesign
270 concepts back from the consultants. Ken Leetham said the consultants were now increasing the
271 scope of their designs to incorporate possible South Davis Recreation District facilities, but that
272 they should be completed soon.

273
274 Council Member Porter mentioned that he was taking a group to Porter's Landing on September
275 11th for the service day to clean up that area. He also mentioned the "kayak courts" being held on
276 the Jordan River to help people in encampments clear their court cases. He said public defenders
277 paddle up to the banks and hold the court right there.

278
279 Council Member Horrocks stated that Representative Melissa Ballard told him that UDOT was
280 ready to do the interchange at the south end of the City. Ken Leetham said the apartment project
281 had not been built yet and that it was not too late. Mayor Arave said he and Ken Leetham were

282 meeting with UDOT the following week and would ask about their plans relating to an
283 interchange in the City.

284
285 Council Member Horrocks also asked about the status of the 2020 Census as he had seen some
286 posts about it. Sherrie Pace stated that portions of the results are being released at different times,
287 but the main part was not expected until next August.

288
289 Council Member Baskin mentioned the Day of Service on September 11. David Frandsen said he
290 was meeting with representatives from the Church in the next couple of days to firm up details.

291

292 7. MAYOR'S REPORT

293

294 Mayor Arave brought up the Hatch Park redesign and using part of the park for expansion of the
295 South Davis Recreation facilities. He stated that the bond for the project may not pass in the
296 upcoming election, but mentioned the District may still be able to consider the project if the City
297 assisted with providing the land, but that they are still looking at options. The Mayor added that a
298 decision would need to be made quickly if the City wanted to proceed working with the District
299 on this project.

300

301 Ken Leetham said he would follow-up with the consultant on the Hatch Park concept designs.

302

303 Mayor Arave also asked about the Action Item pertaining to revamping the current NSL Uniting
304 Neighbors charter to include more health aspects such as mental health, poverty, physical health
305 financial needs, etc. He asked Ken Leetham to make that a higher priority as he would like to see
306 that done before his term as Mayor ended.

307

308 Mayor Arave stated that the Golf Oversight Committee is short one member, as Ryan Curtis had
309 moved. He suggested advertising to assess interest in serving on the committee.

310

311 8. ATTORNEY'S REPORT

312

313 Todd Godfrey said he had nothing to report.

314

315 9. CITY MANAGER'S REPORT

316

317 Ken Leetham reported that the most recent report from Weber Basin Water showed that water
318 usage was at 75% compared to last year and that the City was below the water allotment from
319 Weber Basin. He noted that secondary water would now be shut off September 20th.

320

321 Mr. Leetham stated that Weber Basin Water District would be hosting a watershed tour August
322 31st if the Council was interested in attending.

323

324 10. ADJOURN

325

326 Mayor Arave adjourned the meeting at 9: 30 p.m.

327

328

329 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
330 *September 7, 2021 by unanimous vote of all members present.*

331

332

333 _____
Linda Horrocks, City Recorder

334

335

336

Action Items for September 7, 2021

Item	Staff	Description
New		
1	Sherrie	Send Council copy of agreement with SL Airport
2	Sherrie	River Ranch – send Council information about developers proposal for the ownership of the parks in the proposed development.
3	Linda	Advertise for new member of the Golf Oversight Committee – <i>In process</i>
4	Ken, Linda	Notify public of September 20 th water shut-off – <i>In process</i>
5	Ken, Paul	Discuss UDOT plans for interchange at south end of the City (<i>Rep. Ballard comment to CM Horrocks</i>) <i>Staff, Mayor and UDOT met on September 1 and discussed the City's needs related to the I-15 reconstruction</i>
6	Paul	Center Street overpass – only over the Big West Oil track. Paul to survey for elevations and see if it's even possible. <i>Paul to prepare a brief report to the City Council.</i>
Current		
1	Tyler	Staff to research changing the golf path or other means to help with the issue of homes being hit with golf balls near hole 7 at the golf course. <i>Tyler and his staff will review options for reducing potential damage from stray golf balls, including planting trees or adjusting fairway.</i>
2	Ken	Staff to review whether ARPA funds could be used for residents facing eviction or landlords who were not being paid.
3	Sherrie	Repair of several drinking fountains is needed in City Hall. <i>Sherrie's staff will work on this.</i>
4	Sherrie	Review Stericycle zoning and permitting to determine if Stericycle has a land use entitlement to operate a drop-off and sorting facility for medical waste at their current location. Basically, can they continue to operate their facility there after the incineration operations cease. <i>Sherrie has researched history and is preparing a report.</i>
5	Paul, David	Public Safety Committee to evaluate the need for a traffic light at the intersection of 1100 North and 400 West. <i>Ken has met with WX City Manager. Traffic does not warrant a traffic signal; however, Woods Cross will consider their official position and respond back.</i>
6	Linda	Staff to evaluate and propose a new solution for front facing monitors for the City Council chambers. <i>Linda is looking into options.</i>
7	Sherrie, Paul	Staff to evaluate current codes related to permissible improvements in public park strips. Staff to also perform a legal review of whether or not a land owner can replace the grass in the park strips adjacent to their property. <i>Staff to review and prepare report.</i>
8	Sherrie	Mayor Arave asked that staff check to see if there was an ordinance related to truck access/restrictions in the Village Station development. If not, then staff to look at formal restrictions that would be enforceable. <i>Staff has completed this review, met with Lakeview Rock Products and will be reviewing their proposal for access.</i>
9	David	Repair work to the trail leading to Tunnel Springs Park (off Eaglepointe) as well as the Bountiful Shoreline Trail. (a resident had contacted Natalie about it)
10	Ken	Staff to review whether power lines could be buried along Redwood Road. <i>Ken to report back to CC.</i>
11	Paul	Staff to research solutions for maintaining the commuter trail along the frontage road to Salt Lake.
12	Ken, Craig, Linda	Mayor Arave spoke on Uniting Neighbors, emergency preparedness, Communities That Care, and health. He suggested appointing residents to a board that would encompass these aspects (as well as poverty, mental and physical health, financial needs). <i>Working on a plan for a wellness and health committee to present to the City Council. Communities That Care is actively working in our county.</i>

13	Sherrie	Assignment to amend the Park and Recreation Element of the City's General Plan so that it includes Hatch Park, Tunnel Springs Expansion and Capital Projects and repairs. <i>An RFP is being prepared to complete the amendment.</i>
14	Paul, Tyler	With the re-routing of storm water near the 14 th hole on the golf course, Staff to look into using the storm water in a water feature at the Eaglewood Sign. <i>Paul met with contractor regarding a design for the storm drain and water feature (may need a budget adjustment). Possibly include in the golf course bond?</i>
15	Ken	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
16	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
17	Ken, Linda	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 7, 2021

SUBJECT: Consideration of Resolution 2021-29R: A Resolution Amending the City of North Salt Lake 2021-2022 Fiscal Year Budgets

RECOMMENDATION

I recommend approval of Resolution 2021-29R: A Resolution Amending the City of North Salt Lake 2021-2022 Fiscal Year Budgets.

BACKGROUND

You will see from the attached resolution and budget adjustment schedule that this budget amendment contains several projects and initiatives that we've discussed in the past including, but not limited to, inclusion of increased sales tax revenues, ARPA revenues, increases to police salaries and benefits, communications position, revenues and expenditures for the 1100 North Bridge Final Design and some additions to the Golf Fund.

The majority of these changes have been discussed with the City Council and the Golf Committee in past meetings. The most significant change that requires additional explanation is the increase in Police Department wages. The impact of this change on the City's General Fund for 85% of the fiscal year (remainder of the fiscal year) is \$574,500. This year, the City is able to make this change without a significant change in its operations or a large deficit in the General Fund balance. My intention in the Council work session is to present to you our justification for the salary adjustments and our analysis of the City's capability to make this change now and in future years. We have been using our forecasting tool Municast to evaluate various scenarios and we will show you those projections in the work meeting.

PROPOSED MOTION

I recommend approval of Resolution 2021-29R: A Resolution Amending the City of North Salt Lake 2021-2022 Fiscal Year Budgets.

RESOLUTION NO. 2021-29R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTH SALT LAKE ADOPTING AN AMENDMENT TO ADJUST
THE FISCAL YEAR 2021~2022 GENERAL FUND, ROAD
CAPITAL FUND, WATER FUND, STORM WATER FUND, AND
GOLF FUND BUDGETS**

WHEREAS, the City of North Salt Lake has considered the adoption of an amendment to increase the 2021~2022 budgets for General Fund, Road Capital Fund, Water Fund, Storm Water Fund, and Golf Fund and finds that it is in the best interest of the citizens and the City as a whole to adopt the aforesaid budget; and

WHEREAS, a public hearing was properly noticed and held on Tuesday September 7, 2021 for public comment concerning the adoption of said budgets; and

WHEREAS, such action is authorized by statute.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

A change in the General Fund budget is hereby adopted for the 2021~2022 fiscal year in the following amounts:

Increase revenues in the amount of (\$1,510,700)
Increase expenditures and transfers-out in the amount of \$1,879,700
Net change in use of fund balance in the amount of (\$369,000)

A change in the Road Capital Fund budget is hereby adopted for the 2021~2022 fiscal year in the following amounts:

Increase grant revenues in the amount of (\$4,000,000)
Increase expenditures in the amount of \$5,000,000
Increase in use of fund balance in the amount of (\$1,000,000)

A change in the Water Fund budget is hereby adopted for the 2021~2022 fiscal year in the following amounts:

Increase expenditures in the amount of \$55,000
Increase use of fund balance in the amount of (\$55,000)

A change in the Storm Water Fund budget is hereby adopted for the 2021~2022 fiscal year in the following amounts:

Increase expenditures in the amount of \$15,000
Increase use of fund balance in the amount of (\$15,000)

A change in the Golf Fund budget is hereby adopted for the 2021~2022 fiscal year in the following amounts:

Increase revenues in the amount of (\$142,100)

Increase expenditures in the amount of \$199,500

Net change increase in contribution to fund balance in the amount of (\$57,400)

Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake and shall take immediate effect.

APPROVED AND ADOPTED by the City Council of North Salt Lake this 7th day of September, 2021.

CITY OF NORTH SALT LAKE

By:

Len Arave, Mayor

Attest:

By:

Linda Horrocks, City Recorder

City Council Vote as Recorded

Council Member Baskin	_____
Council Member Gordon	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____

FISCAL YEAR 2021-2022 BUDGET ADJUSTMENT - SEPTEMBER 2021

FUND	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	NOTES
GENERAL FUND					
	SALES AND USE TAX	\$ (5,369,500)	\$ (276,000)	\$ (5,645,500)	SALES TAX ADJUSTMENT 3% INCREASE FROM FY 21 ACTUAL
	CAPITAL GRANTS - FEDERAL	-	(1,234,700)	(1,234,700)	ARPA GRANT REVENUE
	GRANT - CONTRACT PAYMENTS	-	76,000	76,000	ARPA PROJECT PAYMENT TO OTHER ENTITIES
	WAGE REGULAR EMPLOYEES	1,945,000	382,000	2,327,000	POLICE WAGE INCREASE (85% of FY 22 - 23% annual increase)
	EMPLOYEE BENEFITS	1,290,000	170,000	1,460,000	POLICE BENEFIT INCREASE (85% of FY 22 - 16% annual increase)
	OVERTIME	75,000	22,500	97,500	POLICE OVERTIME INCREASE
	WAGE REGULAR EMPLOYEES	282,000	83,000	365,000	COMMUNICATION POSITION - WAGE
	EMPLOYEE BENEFITS	113,000	58,000	171,000	COMMUNICATION POSITION - BENEFIT
	INDIRECT COST ALLOCATION	(78,900)	(70,500)	(149,400)	ALLOCATE 50% OF COMMUNICATIONS POSITION
	TRANSFER TO CAPITAL FUND	-	1,158,700	1,158,700	RESERVE ARPA FUNDS FOR FUTURE DESIGNATION
	NET CHANGE IN FUND BALANCE	(610,800)	(369,000)	(979,800)	INCREASE USE OF FUND BALANCE
ROADS CAPITAL FUND					
	CAPITAL GRANTS - LOCAL GVRNMT	\$ -	\$ (1,000,000)	\$ (1,000,000)	DAVIS COUNTY GRANT - FINAL DESIGN
	CAPITAL GRANTS - STATE GVRNMT	-	(3,000,000)	(3,000,000)	STATE OF UTAH GRANT - FINAL DESIGN
	1100 NORTH BRIDGE FINAL DESIGN	-	5,000,000	5,000,000	TOTAL COST OF FINAL DESIGN
	FUND BALANCE - USE OF	(683,700)	(1,000,000)	(1,683,700)	INCREASE USE OF FUND BALANCE - USE OF IMPACT FEE RESTRICTED CASH FOR CITY PORTION OF FINAL DESIGN
WATER FUND					
	INDIRECT COST ALLOCATION	\$ 285,200	\$ 55,500	\$ 340,700	ALLOCATE 39% OF COMMUNICATIONS POSITION
	FUND BALANCE - USE OF	(207,575)	(55,500)	(263,075)	INCREASE USE OF FUND BALANCE
STORM WATER FUND					
	INDIRECT COST ALLOCATION	\$ 45,400	\$ 15,000	\$ 60,400	ALLOCATE 11% OF COMMUNICATIONS POSITION
	FUND BALANCE - USE OF	(55,300)	(15,000)	(70,300)	INCREASE USE OF FUND BALANCE
GOLF FUND					
	GAIN ON DISPOSAL OF CAP ASSET	\$ -	\$ (142,100)	(142,100)	ESTIMATED GAIN \$236,000 LESS BOOK VALUE \$93,900
	LEASE PAYMENT	75,200	32,500	107,700	GPS/CART LEASE ANNUAL PAYMENT (84 Carts x \$32.15 x12)
	BUILDINGS	-	67,900	67,900	GOLF CLUB HOUSE ARCITECHTURAL FEES
	CONSTRUCTION	-	99,100	99,100	CART PATH PAVING (Path repair \$32,835, Seal coat & crack seal \$66,208)
	FUND BALANCE - CONTRIBUTION TO	34,600	(34,600)	-	REDUCE CONTRIBUTION TO FUND BALANCE
	FUND BALANCE - USE OF	-	(22,800)	(22,800)	INCREASE USE OF FUND BALANCE

**GENERAL FUND
REVENUE AND EXPENDITURES
ACTUAL, BUDGET, AND RECOMMENDED**

	Actual FY 2021	Budget FY 2022	Revised Projection FY 2022
Revenues			
Taxes:			
Property	\$ 2,974,800	\$ 2,983,000	\$ 2,983,000
Sales and use	5,480,800	5,370,000	5,645,500
Franchise	1,766,700	1,829,600	1,830,000
Licenses and permits	230,100	225,000	225,000
Intergovernmental revenues	3,147,500	1,205,700	2,440,300
Charges for services	1,010,000	833,600	833,600
Fines and forfeitures	243,100	300,000	300,000
Interest	15,000	60,000	60,000
Miscellaneous	38,200	48,000	48,000
Total Revenues	14,906,200	12,854,900	14,365,400
Expenditures			
General government:			
Legislative	648,100	262,700	338,700
Administrative	1,046,000	1,030,900	1,101,200
Buildings	97,100	79,400	79,400
Judicial	323,100	351,100	351,100
Total general government	<u>2,114,300</u>	<u>1,724,100</u>	<u>1,870,400</u>
Public safety:			
Police department	4,293,800	4,864,100	5,438,600
Fire department	1,400,900	1,542,900	1,542,900
Total public safety	<u>5,694,700</u>	<u>6,407,000</u>	<u>6,981,500</u>
Public works:			
Streets department	1,215,600	1,700,500	1,700,500
Engineering	193,100	249,100	249,100
Total public works	<u>1,408,700</u>	<u>1,949,600</u>	<u>1,949,600</u>
Community Development			
Planning and zoning	410,300	445,400	445,400
Building inspection	219,100	299,000	299,000
Total community development	<u>629,400</u>	<u>744,400</u>	<u>744,400</u>
Parks	827,500	1,044,600	1,044,600
Total Expenditures	\$ 10,674,600	\$ 11,869,700	\$ 12,590,500
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 4,231,600	\$ 985,200	\$ 1,774,900
Other Financing Sources (Uses)			
Transfer in - RDA	75,000	85,000	85,000
Transfer out - capital fund	(1,300,000)	-	(1,158,700)
Transfer out - park fund	-	-	-
Transfer out - road fund	(1,045,000)	(981,000)	(981,000)
Transfer out - road fund unrestricted cash	(1,700,000)	(705,000)	(705,000)
Sale of capital assets	-	5,000	5,000
Contributions	8,000	-	-
Total Other Financing Sources (Uses)	<u>(3,962,000)</u>	<u>(1,596,000)</u>	<u>(2,754,700)</u>
Net Change in Fund Balance	\$ 269,600	\$ (610,800)	\$ (979,800)
Fund Balance, Beginning	2,853,400	3,123,000	3,123,000
Fund Balance, Ending	\$ 3,123,000	\$ 2,512,200	\$ 2,143,200



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tyler Abegglen, Eaglewood Golf Course

DATE: 9/7/2021

SUBJECT: Golf Cart and GPS Lease – Resolution No. 2021-30R

Recommendation

Staff recommends the approval of the Eaglewood Golf Course Carts and GPS to Highland Golf for the price of \$764.45 and \$2,688 Per Month or the total of \$161,280 for a 5-year lease Carts and GPS.

Background

The current fleet of Yamaha carts is proposed to be traded in for the newer fleet that will be delivered in Spring 2022. The GPS units will be installed on each cart and will allow for a better customer experience as well as monitoring by golf staff. The current capital lease payment is \$55,426.76 and is the last payment in August of this year. The current trade offer for our current fleet is \$260,000 in 2021 and will reduce to \$176,000 in 2022.

The 2022 Yamaha Fleet will match the color scheme of the building remodel as well as offer premium features that this current fleet does not offer to our customers. The GPS system will allow the golf staff to better track and monitor the golf course, as well as offering the customers a feature that very few public golf courses offer. These newer features will allow us to more easily increase cart fees in 2022.

The attached resolution authorizes the City Manager to execute the agreement on behalf of the City Council in addition to authorizing the increased matching funds.

Possible Motion

I move the City Council approve Resolution No. 2021-30R the “Eaglewood Golf Course Carts and GPS” cart fleet to Highland Golf for the price of \$2,697.10 Per Month or in the total amount of \$162,044.45 (\$32,408.89 Lease Payment per Year)

Attachments:

1. Resolution No. 2021-30R
2. Highland Golf Cart Agreement
3. Vantage Systems GPS Agreement

RESOLUTION NO. 2021-30R

A RESOLUTION APPROVING THE PAYMENT LEASE AGREEMENT WITH HIGHLAND GOLF FOR THE ACQUISITION OF 84 GOLF CARTS (2021-27A) AND APPROVING THE LEASE-SERVICE AGREEMENT (2021-28A) WITH VANTAGE TAG SYSTEMS FOR GPS EQUIPMENT AND SERVICE FOR SAID GOLF CARTS AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

WHEREAS, the City Council, in the FY 2022 budget adjustment approved September 7, 2021, authorized the annual lease payment for 84 golf carts to be used by the Golf Course; and

WHEREAS, Highland Golf submitted the most responsive and competitive bid meeting the City's specifications for the lease of golf carts; and

WHEREAS, the City Council authorized that said golf carts could be equipped with GPS equipment for the benefit of the golf course, its management and customers; and

WHEREAS, Vantage Tag Systems submitted the most responsive and competitive bid meeting the City's specifications for the GPS equipment lease and service for the golf carts.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the attached agreements which include Payment Lease Agreement (2021-27A) with Highland Golf and the Lease-Service Agreement (2021-28A) with Vantage Tag Systems.

APPROVED and signed this 7th day of September, 2021.

CITY OF NORTH SALT LAKE

By _____
LEONARD K. ARAVE
Mayor

ATTEST:

By _____
LINDA D. HORROCKS
City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Watts Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

LEASE -SERVICE AGREEMENT

Customer Information																						
Full Legal Name (the "Customer") Eaglewood Golf Course and Event Center		Federal Tax ID: _____																				
Customer Name and Location (Shipping Address, City, State/Province, Zip/Postal Code, Country) Eaglewood Golf Course and Event Center 1110 E Eaglewood Dr, North Salt Lake, UT 84054																						
Billing Address (if different than above)																						
Contact Name: Tyler Abegglen, PGA	Title: General Manager	Phone: 801.299.0088	E-mail: tylera@nlsccity.org																			
Course Information																						
# of Holes 18	# of Monthly Payments During Season 12	Jan; Feb; Mar; Apr; May; Jun; Jul; Aug; Sep; Oct; Nov; Dec																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center; padding: 5px;">EQUIPMENT LEASE*</th> </tr> <tr> <th style="text-align: left; padding: 5px;"></th> <th style="text-align: center; padding: 5px;"><u>Quantity</u></th> <th style="text-align: center; padding: 5px;"><u>Hardware</u></th> <th style="text-align: center; padding: 5px;"><u>Service</u></th> <th style="text-align: right; padding: 5px;"><u>Monthly Payment</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">VANTAGE TAG 12" INFINITY SCM SYSTEM</td> <td style="text-align: center; padding: 5px;">84</td> <td style="text-align: center; padding: 5px;">\$32.00</td> <td style="text-align: center; padding: 5px;">INCL</td> <td style="text-align: right; padding: 5px;">\$2,688.00</td> </tr> <tr> <td colspan="4" style="padding: 5px;">TOTAL MONTHLY LEASE PAYMENT</td> <td style="text-align: right; padding: 5px;">\$2,688.00</td> </tr> </tbody> </table>				EQUIPMENT LEASE*					<u>Quantity</u>	<u>Hardware</u>	<u>Service</u>	<u>Monthly Payment</u>	VANTAGE TAG 12" INFINITY SCM SYSTEM	84	\$32.00	INCL	\$2,688.00	TOTAL MONTHLY LEASE PAYMENT				\$2,688.00
EQUIPMENT LEASE*																						
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VANTAGE TAG 12" INFINITY SCM SYSTEM	84	\$32.00	INCL	\$2,688.00																		
TOTAL MONTHLY LEASE PAYMENT				\$2,688.00																		
*Additional credit information to be provided if financing is required.																						
<p>Special Notes: YAMAHA GAS</p> <p>VANTAGE TAG SYSTEMS VTS Agrees to provide two (2) additional TAG Trackers to be used at course discretion at no charge for the life of the lease (\$1,600.00 value). VTS also agrees to provide one complete fleet swap (\$5,000.00 value) at no charge should the course upgrade the fleet during the term of this agreement.</p>																						
<p>THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY VTS. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED.</p>																						
VANTAGE TAG SYSTEMS INC. ("VTS")		Customer																				
<i>Authorized Signatory</i>		<i>Authorized Signatory</i>																				
X		X																				
<i>Print Name and Title</i>	<i>Effective Date</i>	<i>Print Name and Title</i>	<i>Effective Date</i>																			

LEASE -SERVICE AGREEMENT

TERMS AND CONDITIONS (Continued from page 1)

- 1. Term.** The Initial Term of this Agreement (including any extensions hereto, the "Term") shall commence on the Effective Date and run for a term of 5 Years from the Effective Date.
- 2. Payments.** Customer agrees that all payments due to the VTS are net of any taxes or withholding. All payments due to VTS for hardware purchases as well as monthly hardware lease, service, support and access fees shall be made when due. Customer acknowledges that all payments due are accurate and undisputed. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND. Further, Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the System or for its use or operation. VTS reserves the right to suspend service should the Customer fail to pay service fees by their due date. The fees are due monthly, in advance for every month of operation. If System is used outside the months of operation indicated above, VTS will charge additional fees for each month of extra usage at the rates indicated above for service fees. VTS will charge additional processing fees on credit card payments for amounts in excess of USD 5,000.00.
- 3. Software License.** Customer understands that VTS does not sell its software. For the Term, VTS grants Customer a non-transferable, non-exclusive license to use the software only in conjunction with the System and only as expressly authorized in this Agreement. "System Software" means standard system software included with the System provided to Customer. Customer shall (i) hold System Software in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the System and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer System Software, (iii) not remove any VTS copyright, trademark or other proprietary notice from System Software and shall reproduce all such notices on copies made by Customer, and (iv) not transfer System Software or assign any license or rights regarding the System Software.
- 4. Force Majeure.** VTS shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of VTS or the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or commercial carrier shortages.
- 5. Service.** To facilitate service, Customer agrees to provide (a) Access to all areas of the site where equipment is to be installed; (b) dedicated unrestricted broadband Internet connection for the duration of this Agreement for System installation, monitoring and maintenance service; and (c) battery power to the vehicle-mounted units at all times. Customer shall designate one employee to act as the liaison between VTS and Customer ("Customer Rep"). Customer Rep is responsible for facilitating all Customer obligations as required under this Agreement.

LEASE -SERVICE AGREEMENT

6. Product Warranty. Company warrants all Product to be free from defects in material or workmanship under normal use and service for the duration of this Agreement. The terms and conditions for warranty are detailed in the VANTAGE TAG Service Plan Terms and Conditions included as Exhibit "A" attached hereto and incorporated herein by reference.

7. Usage.

7.1. VTS shall allow Customer/Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System.

8. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:

9. General

9.1. Assignment. Customer acknowledges that VTS may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments provided such assignee assumes all obligations of VTS under this Agreement. In case of such assignment, Customer agrees to continue to perform all its obligations under this Agreement.

9.2. Events of Default and Remedies. In the event that the Customer violates any provision of this Agreement and VTS believes the System or any property or rights of VTS to be threatened, VTS may immediately disable the System. In addition, in the event that Customer violates any provision of this Agreement and such violation continues for a period of at least twenty (20) days after notice in writing of such default from VTS, Customer shall be deemed to be in default and VTS may (at its sole election) remove or disable the System, pursue such other and further remedies as it may have at law or in equity, or any combination of the foregoing.

9.3. Arbitration. The parties each hereby irrevocably consent to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), for the resolution of all disputes arising under or in connection with this Agreement. Any such arbitration shall be conducted by one arbitrator selected by the AAA. The parties waive any all rights to discovery, including without limitation the taking of depositions. The arbitrator shall not have subpoena power. The arbitrator shall use their best efforts to conclude such arbitration and issue a decision within 30 days after the selection of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties, and judgment in accordance with the decision may be entered in any court having jurisdiction thereof.

For Lease and Finance agreement only

Agreement. For business purposes only, Customer has requested financing and payment terms for the system and system software together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, all as described on this Agreement ("System") and the following pages. Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the System ("Agreement") and which supersedes any purchase order, product agreement, order, invoice, request for proposal, response, or other related document. The terms of this Agreement may be modified and supplemented only by a written instrument signed by Customer and VTS. This Agreement becomes valid upon

LEASE -SERVICE AGREEMENT

execution by VTS. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. Customer certifies all actions required to authorize the execution of this agreement, including Customer's authority have been fulfilled. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER THE AGREEMENT.

Ownership; Security Interest. VTS will own the System during the term of this Agreement. Customer grants VTS or its assignee a security interest in the System to secure all amounts Customer owes VTS or its assignee under the Agreement with Customer. Customer authorizes VTS or its assignee to file a financing statement (UCC-1). VTS may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to VTS or its assignees so that they may amend or file a new UCC-1. Customer will notify VTS or its assignee within 5 business days if Customer's state of organization revokes or terminates Customer's existence.

Insurance; Indemnity; Loss or Damage. Customer agrees to keep the System fully insured against risk and loss, with VTS or its assignee as lender's loss payee, in an amount not less than the original total Purchase Price until this Agreement has been paid in full. Customer agrees to provide VTS or its assignee certificates or other evidence of insurance acceptable to VTS or its assignee. VTS and its assignee are not responsible for, and Customer agrees to hold VTS and its assignee harmless and reimburse them for and to defend on VTS's or its assignee's behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the System. Customer is responsible for the risk of loss or for any destruction of or damage to the System. Customer agrees to promptly notify VTS and its assignee in writing of any loss or damage. If the System is destroyed and VTS or its assignee have not otherwise agreed in writing, Customer will pay to VTS or its assignee the unpaid balance of this Agreement. Any proceeds of insurance will be paid to VTS or its assignee and credited, at its option, against any loss or damage. All indemnities will survive the expiration or termination of this Agreement.

Use; Maintenance; Location of Product. Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System. VTS shall provide maintenance and support service based on the Service Terms and Conditions, set forth in Exhibit A, for a period beginning with the Date of Installation and ending at the conclusion of the Term. VTS agrees that so long as no Event of Default has occurred, and is occurring, under the Agreement, Customer may quietly possess the System subject to and in accordance with the rights and obligations of the Agreement. At its expense, Customer shall: (i) use the System in accordance with the terms of the Agreement, and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the System in retail re-saleable condition, full working order, and complete repair; (iii) not permit any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon the payments or the System; (iv) not assign any of its rights or obligations without the prior written consent of VTS or its assignee under the Agreement; (v) pay when due or reimburse VTS or its assignee on demand for all costs of collection of any of the payments and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by VTS or its assignee, including expenses incurred in any litigation or bankruptcy or insolvency proceedings; and (vi) keep the System at Customer's address shown on the Agreement, and Customer agrees not to move it unless VTS agrees in writing.

Renewal; Return of Product. Provided that no Event of Default under the Agreement has occurred and is continuing, Customer will have the option at the end of the initial term to extend or return equipment. Customer must send VTS

LEASE -SERVICE AGREEMENT

written notice between 62 and 90 days before the end of any term that Customer will return the System to VTS. If Customer does not give VTS such written notice, this Agreement will automatically renew for 1 (one) year terms until Customer provides written notice. VTS may require Customer deliver to VTS documentation executed by Customer's duly authorized officer certifying that Customer has complied with the above requirements, has ceased its use of the System, and has not retained the System in any form.

Inspections; Reports. VTS will have the right, at any reasonable time, to inspect the System and any documents relating to its use, maintenance and repair. With reasonable promptness, Customer shall furnish VTS or its assignee with such information, financial or otherwise, relating to Customer or the System.

Assignment. Customer agrees that VTS or its assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under this Agreement, including the payments and the right to collect the payments, without notice or consent of the Customer. Customer agrees that an assignee will have the same rights and benefits that VTS has now and will not have to perform any of VTS's obligations. Customer shall cooperate with VTS in executing any documentation reasonably required by VTS or an assignee to effectuate any such assignment. **CUSTOMER HAS NO RIGHT TO SELL, ASSIGN, TRANSFER, SUBLEASE, OR IN ANY WAY DISPOSE OF ALL OR ANY OF CUSTOMER'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.**

EXHIBIT A - Service Plan Terms and Conditions

1. Scope of Service.

1.1. **Defective Components.** VANTAGE TAG shall provide maintenance service as provided for in paragraph 2.3 and 2.4, to repair, modify or replace as necessary System components that are defective in workmanship during the first 24 months of System operation and for any period thereafter covered by an Extended Warranty Package. VANTAGE TAG does not warrant that the operation of the System shall be uninterrupted or completely error-free. DSG shall provide maintenance service as provided for in paragraph 2.3 and 2.4 contained in Exhibit A, to repair, modify or replace as necessary System components that are defective in workmanship during the first 12 months of System operation and for any period thereafter covered by an Extended Warranty Package. VTS does not warrant that the operation of the System shall be uninterrupted or completely error-free. **CUSTOMER ACKNOWLEDGES AND AGREES THAT DEFECTIVE COMPONENTS DO NOT RELIEVE IT OF ITS PAYMENT OBLIGATIONS AND EACH PAYMENT SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND.**

1.2. **Exclusions.** The Service Plan does not cover System damage due to external causes, including: accident, abuse, misuse, theft, vandalism, weather, acts of God, defects or failure of electrical power, intentional destruction of hardware, and any software damage caused by unauthorized use including the introduction of malicious programs, ad-ware or viruses.

2. Customer Responsibilities

2.1. **Problem Notification.** Customer agrees to promptly notify VANTAGE TAG Customer Support or DISTRIBUTOR in the event of any System or component failure and provide diagnostic assistance to support VANTAGE TAG's maintenance service efforts.

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- 2.2. To Contact Customer Support. Customer shall have reasonable access to VANTAGE TAG Customer Support and DISTRIBUTOR during business hours. VANTAGE TAG Customer Support and DISTRIBUTOR provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting VANTAGE TAG service.
- a. For all routine requests and status inquiries, contact Customer Support via email to support@VANTAGE-TAG.com. and DISTRIBUTOR contact info is _____
 - b. To report emergency or critical system issues contact Customer Support by calling VANTAGE TAG's toll-free Customer Support hotline at 1-877-589-8806. Or DISTRIBUTOR @ _____
- 2.3. Component Replacement. Customer agrees to perform the task of changing out replacement components provided by VANTAGE TAG. Customer will be billed for repair or replacement of returned components that have been damaged due to causes not covered by the Service Plan as described in paragraph 1.3.
- 2.4. Returning Defective Product. A Return Materials Authorization (RMA) number is required for the return of any defective component. To obtain an RMA, Customer must contact VANTAGE TAG's Customer Support at 1-877-589-8806. If Customer Support determines that the component needs to be returned for repair, the Customer Support representative will issue an RMA number. Customer is then responsible for properly following VANTAGE TAG's procedures for returning components as provided by Customer Support upon issuance of an RMA number. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. VANTAGE TAG will pay for return shipment to Customer and Customer agrees to pay for shipment of components returned to VANTAGE TAG. Normal turn-around time for factory repairs is 14 days but can vary depending upon seasonal workload.
- 2.5. Advance Replacement. Customer may request replacement of defective products before the defective products have been returned to VANTAGE TAG. In situations like this, VANTAGE TAG will send the replacement components and issue an invoice for the price of respective components. Should the Customer fail to return the defective products within 30 days, the invoice will become due and payable until the defective products are received by VANTAGE TAG. VANTAGE TAG reserves the right to refuse Advanced Replacement to any Customer that has outstanding service invoices.
3. Definition of Service Plan Elements
- 3.1. Remote Diagnostics. VANTAGE TAG and or DISTRIBUTOR accesses the course installed equipment via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
 - 3.2. On-line and Phone Support. VANTAGE TAG will provide free on-line training on the use of the System at the time of System installation and commissioning. Additionally, VANTAGE TAG and or DISTRIBUTOR will provide unlimited on-line and phone support for any issues arising from a malfunctioning or defect of the System.
 - 3.3. Software Upgrades and Enhancements. VANTAGE TAG shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, upgrades and enhancements as available. Software upgrades do not include new software features or hardware product offerings that are priced separately.

LEASE -SERVICE AGREEMENT

3.4. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, VANTAGE TAG or DISTRIBUTOR may dispatch a technician to Customer's site to address the problem; travel expenses associated with site visits are chargeable to Customer if the problem is not covered under the service agreement and shall be quoted on a case-by-case basis.

3.5. Fleet Change Out. A fleet change out may require on-site labor by a VANTAGE TAG representative. DISTRIBUTOR, additional cart mounting hardware or both and services and materials therefore are billable at \$5000 per 18 holes, plus the appropriate travel and expenses. Customer shall notify VANTAGE TAG or DISTRIBUTOR 90 days in advance of receiving a new cart fleet.

4. Pricing of Additional Services

- a. Phone and On-Line Support Included for the life of the lease
- b. On-site service for items not covered under Service (due to external causes, vandalism, or at customer's requests for additional services) Travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.
- c. Repair of the TAG unit for damage not covered under Service. Reasonable cost; plus, any applicable material charges.
- d. Changes in the System (such as mapping or graphics) required by changes in the buildings or customer facility at cost plus T&E.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: September 7, 2021

SUBJECT: Consideration of Resolution No. 2021-28R: A resolution approving a subrecipient agreement for the conduct of a community development project between Davis County and the City of North Salt Lake and authorizing the City Manager to sign and execute the agreement.

RECOMMENDATION

Staff recommends approval of Resolution No. 2021-28R: A resolution approving a subrecipient agreement for the conduct of a community development project between Davis County and the City of North Salt Lake and authorizing the City Manager to sign and execute the agreement.

BACKGROUND

In November 2020, the City Council authorized the submittal of an application to Davis County for Community Development Block Grant (CDBG) funds for the purpose of constructing a section of sidewalk on Overland Road directly adjacent to Colonial Woods Mobile Home Park. By the same resolution, the City Council authorized matching funds at 25% of the total project cost. In July 2021, the Davis County Commission awarded the grant to the City, but was unable to fund the entire amount. At this time, the County wishes to enter into an agreement regarding the terms and administration of the grant which requires City Council approval.

The total project cost is estimated at \$66,624. The original grant request was for \$49,968 (75%) and \$16,656 (25%) in matching funds. Davis County has awarded the City \$48,000. Therefore, in order to comply with the grant agreement, the City match will need to be increased to \$18,624 (28%).

The attached resolution authorizes the City Manager to execute the agreement on behalf of the City Council in addition to authorizing the increased matching funds.

POSSIBLE MOTION

I move that the City Council approve Resolution No. 2021-28R: A resolution approving a subrecipient agreement for the conduct of a community development project between Davis County and the City of North Salt Lake and authorizing the City Manager to sign and execute the agreement.

Attachments:

- 1) Resolution No. 2021-28R
- 2) Agreement No. 2021-26A

RESOLUTION NO. 2021-28R

A RESOLUTION APPROVING A SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT BETWEEN DAVIS COUNTY AND THE CITY OF NORTH SALT LAKE AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT

WHEREAS, the City of North Salt Lake applied for and has been awarded funds for the Community Development Block Grant administered by Davis County in order to construct a section of sidewalk on Overland Road immediately adjacent to Colonial Woods Mobile Home Park; and,

WHEREAS, the Governing Bodies of Davis County and the City of North Salt Lake have prepared an agreement which provides for the administration of the project; and,

WHEREAS, the Governing Body of the City of North Salt Lake finds that it is desirous to enter into this agreement and that it has the authority to enter into said agreement.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

1. The attached agreement entitled, SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT between Davis County and the City of North Salt Lake is hereby approved by the City Council.
2. The City Manager is hereby authorized to sign and otherwise execute this agreement on behalf of the City Council.
3. The cost estimate for the project is \$66,624. The total grant award is \$48,000. City Staff is hereby instructed to set aside \$18,624 in matching funds.
4. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 7th day of September, 2021.

Leonard K. Arave, Mayor

ATTEST:

Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT

This subrecipient agreement for the conduct of a community development project is between Davis County, a body corporate and politic of the state of Utah, ("County"), and North Salt Lake City, a municipal corporation and politic of the State of Utah, 10 East Center Street North Salt Lake City, Utah 84054, ("Subrecipient"), DUNS Number 62-531-4653.

RECITALS

A. County has entered into a grant agreement ("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") and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"); and

B. As provided in the Rules and Regulations regulating CDBG program funds, 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 Agreement the Subrecipient will be a subrecipient of CDBG program funds from County under 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:

GENERAL PROVISIONS

1. Content of this Agreement. This Agreement consists of this part "General Provisions," and the following listed attachments that are appended hereto and incorporated herein:

Attachment I - Statement of Work

Attachment II – Budget

Attachment III – Statistical Report and Gantt Chart

Attachment IV – Subrecipient Score Card

2. Project Responsibility. County, through its Community & Economic Development Office, is hereby designated as the representative of County regarding all CDBG Program matters. County is responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment I - Statement of Work. Substandard performance, as determined by County, will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

- 3. Project(s) or Activities.** The project(s) or activities to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 2021, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COSTS (\$)
211	Overland Street Sidewalk Project	\$66,624

- 4. Statement of Work/Scope of Service.** Subrecipient shall perform or cause to be performed all work required for the Project(s) described generally in paragraph 3 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 County 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). 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. Period of Performance.

- A.** The period of performance of this Agreement shall be 12 months which period shall begin on July 1, 2021, and end on June 30, 2022. The Agreement expiration date will be 60 days after the period of performance. 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 Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B.** This Agreement may be extended at County's sole option for two additional 12 month periods on the same terms and conditions and in such amount and budget as shall be attached to said written notice from County to Subrecipient; however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.
- C.** All performance of this Agreement shall be undertaken and completed by Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date specified in paragraph 5.A, unless the Parties elect to extend this Agreement as provided in paragraph 5.B. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of subparagraph 10.G.

6. Budget.

- A.** A budget ("Budget(s)") must be prepared for each of the Projects listed in paragraph 3 and submitted to County for review prior to the start of each of the Project(s). These Budgets

must be approved by County 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 County 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 Subrecipient for that Project, as provided in paragraph 3.

- B.** Subrecipient shall adhere to the requirements of the Budget(s) as approved by County 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 within the Budget(s), however, shall be reported to County 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., or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of subparagraph 10.G.

7. Funding Amount/Payment.

- A.** Subject to the requirements of this Agreement, County will fund 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 \$48,000, for all Projects undertaken by 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. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).
- B.** Subrecipient must make a concerted, good-faith effort to expend the total subgrant amount specified in paragraph 7.A. within the period of performance stated in paragraph 5. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse 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 subparagraph 10.G.
- C.** In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment II by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release, or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the period of performance or refunded, released, or transferred to County shall be reallocated by County. 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, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.
- E.** Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Notices. Notices required by this Agreement or other written communications between the parties must be in writing and delivered either personally or by United States mail. Notices delivered personally shall be effective upon delivery and notices sent by United States mail will be effective three business days after deposit in the United States mail. All notices and other written communications under this Agreement must be addressed as set forth below, unless otherwise modified by subsequent written notice.

<u>County</u>	<u>Subrecipient</u>
Davis County	North Salt Lake City
Community & Economic Development	Community Development
Attn: Stephen Lyon, Grants Administrator	Ali Avery, Senior Planner
61 South Main St, Suite 304	10 East Center Street
Farmington, UT 84025	North Salt Lake, Utah 84054

9. Special Conditions (Reserved).

10. General Conditions.

A. General Compliance.

- (1) Subrecipient agrees to comply with the requirements of the CDBG program regulations, found at 24 CFR Part 570, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, policies, and Davis County program directives governing the funds and services provided under this Agreement, including, but not limited to, 2 CFR Part 200. The following information is provided pursuant to 2 CFR § 200.331(a)(1):
 - (a) Subrecipient name: North Salt Lake City;
 - (b) Subrecipient’s unique entity identifier (EIN): 87-6000626/5D3K3;
 - (c) Federal Award Identification No. (FAIN): B-21-UC-49-0002;
 - (d) Federal award date: May 21, 2021;
 - (e) Subaward period of performance state and end date: July 1,2021-June 30,2022;
 - (f) Amount of federal funds obligation by this action: \$48,000;
 - (g) Total amount of federal funds obligation to Subrecipient by County: \$48,000;
 - (h) Total amount of federal award committed to Subrecipient by County: 48,000;
 - (i) Federal award project description: Public Facilities project sidewalk repair/replacement in an LMA area of NSL;
 - (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: U.S. Dept. of Housing and Urban Development; Davis County, Grants Administrator, 61 S. Main St. Ste. 304, Farmington, UT 84025;
 - (k) CFDA number and name; Dollar amount under federal award; and CFDA number at time of disbursement: 14.218,Community Development Block Grant (CDBG);
 - (l) Indirect cost rate for the Federal award: subrecipient shall refer to 2 CFR § 200.413.
- (2) Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

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 Annotated. 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 and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

D. Insurance for contracts over \$50,000 and all Facility Improvement Projects.

Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

(1) General insurance requirements for all policies.

- (a) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.
- (b) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.
- (c) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.
- (d) 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 County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
- (e) 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 subparagraph:
- (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 and employer's liability insurance for all of their employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
 - (b) Commercial general liability insurance, on an occurrence form, with the following minimum limits—\$1,000,000 per occurrence, \$10,000 medical expense (any one person), \$2,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations policy aggregate. The policy shall protect 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. Similar coverage through an indemnity pool or governmental trust may be accepted by County if presented by Subrecipient and approved by County.
 - (c) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 for combined single limit each occurrence.

E. Bond Requirements. If the Project(s) involves construction or rehabilitation costing \$25,000 or more, Subrecipient may require 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 County. If required, 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 County and 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 County prior to the commencement of any work. Subrecipient 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. 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, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

- (1) 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 and contract expiration date may be authorized and given by County as provided below.
- (2) 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.
- (3) All adjustments or extensions of time proposed for the performance of this Agreement and extension of contract expiration date shall be requested in writing by Subrecipient and be submitted to County for processing. All such requests must be received prior to the termination date set forth in paragraph 5 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by County, the parties shall each sign a written amendment to this Agreement.

H. Suspension and Termination.

- (1) Remedies for noncompliance. County and Subrecipient acknowledge and agree that if Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or County may impose additional conditions, as described in 2 C.F.R. §200.207 Specific conditions. County and Subrecipient further acknowledge and agree that if HUD or County determines that noncompliance cannot be remedied by imposing such additional conditions, HUD or County may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by HUD or County.
 - (b) Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance.
 - (c) Wholly or partly suspend or terminate the Federal award.
 - (d) For HUD, initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations; for County, recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
 - (e) Withhold further Federal awards for the project or program.
 - (f) Take other remedies that may be legally available.
- (2) Termination.
 - (a) County and Subrecipient acknowledge and agree that the Federal award may be terminated in whole or in part as follows:
 - (i) By HUD or County, if Subrecipient fails to comply with the terms and conditions of a Federal award;
 - (ii) By HUD or County for cause;

- (iii) By HUD or County with the consent of Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (iv) By Subrecipient upon sending to HUD or County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or County determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, HUD or County may terminate the Federal award in its entirety.
- (b) County and Subrecipient acknowledge and agree that when a Federal award is terminated or partially terminated, both HUD or County and Subrecipient remain responsible for compliance with the requirements of 2 C.F.R. § 200.343 Closeout and 2 C.F.R. § 200.344 Post-closeout adjustments and continuing responsibilities.
- (3) Notification of termination requirement.
- (a) County and Subrecipient acknowledge and agree that HUD or County must provide to Subrecipient a notice of termination.
 - (b) County and Subrecipient further acknowledge and agree that if the Federal award is terminated for Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that:
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether Subrecipient is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently (CPARS)).
 - (5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.
 - (c) County and Subrecipient also acknowledge that upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

- (4) Opportunities to object, hearings and appeals. County and Subrecipient acknowledge that upon taking any remedy for noncompliance, the Federal awarding agency must provide Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or County must comply with any requirements for hearings, appeals or other administrative proceedings to which Subrecipient is entitled under any statute or regulation applicable to the action involved.
 - (5) Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
 - (a) The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
 - (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- I. Licensing.** Subrecipient will obtain all licenses, permits, and/or certificates required by federal, state, and local government statutes, laws, ordinances, and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

11. Administrative Requirements.

- A. Uniform Requirements.** Subrecipient shall comply with 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133.
- B. Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR part 570, subpart K, except that Subrecipient does not assume County’s environmental responsibilities described at 24 CFR § 570.604, and Subrecipient does not assume County’s responsibility for initiating the review process under 24 CFR part 52.
- C. Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D 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.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- E. Allowable Costs.** Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;
Be necessary and reasonable for proper and efficient performance and administration of Federal awards. Be allocable to Federal awards under the provisions of the Uniform Guidance.

Be authorized or not prohibited under State or local laws or regulations. Conform to any limitations or exclusions set forth in this policy, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.

Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the County or subrecipient.

Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation. Be the net of all applicable credits (ex. Program Income).

Be adequately documented.

F. Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally funded. In determining reasonableness of a given cost, consideration shall be given to:

Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the subrecipient of the County for the performance of the Federal award.

The restraints or requirements imposed by such factors as: sound business practices; arms-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.

Market prices for comparable goods or services.

Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County or subrecipient of the County, its employees, the public at large, and the Federal Government.

Significant deviations from the established practices of the County which may unjustifiably increase the Federal award's cost.

G. Allocable Costs

A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. All activities which benefit from the County's indirect cost, including unallowable activities and services donated to the County by third parties, will receive an appropriate allocation of indirect costs.

Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.

H. Documentation and Record-Keeping.

(1) Records to be Maintained. 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. Such records include, but are not limited to, the following:

- (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (2) Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three 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.
- (3) Client Data. 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.
- (4) Disclosure. 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 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.
- (5) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.
- (6) Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, 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 County), and determining the custodianship of records.

- (7) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as 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 Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of 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 County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy or practice concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

I. Reporting and Payment Procedures.

- (1) Program Income. Subrecipient shall return all program income, as defined at 24 CFR § 570.500(a), to County immediately upon being earned. Program income in possession, custody, or control of Subrecipient at either the expiration or termination of this Agreement or after this Agreement expires or is terminated, shall be paid to County in accordance with the provisions of subparagraph 11.H, Reversion of Assets. At the end of the program year County may require remittance of all or part of any program income balances (including investments thereof) held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
- (2) Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.
- (3) Payment Procedures/Methods of Disbursement.
 - (a) Subrecipient may request disbursement from 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 Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, County will pay Subrecipient. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.
 - (c) Prepayment of the funds stated in paragraph 7 or a partial advance of funds to Subrecipient for a Project may be made by 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 Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

- (d) Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by 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 County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.G.
- (4) Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County 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.

J. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the procurement standards of 2 CFR Part 200, Subpart D, except when Subrecipient's procurement standards are more restrictive, in which case Subrecipient shall implement its procurement standards.

K. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall transfer to County any unexpended CDBG funds provided under this Agreement, all program income in its possession, custody, or control that Subrecipient has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property under Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds is subject to the following:

- (1) Real Property Acquired with CDBG Funds. All real property acquired by Subrecipient in whole or in part with CDBG funds in excess of \$25,000 must be used for a minimum of 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.
- (2) Real Property Improved with CDBG Funds. All real property improved in whole or in part with CDBG funds in excess of \$25,000 must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - (a) A minimum of five years following the expiration or termination of this Agreement for CDBG funds between \$25,001 and \$99,999;

- (b) A minimum of ten years following the expiration or termination of this Agreement for CDBG funds between \$100,000 and \$199,999; and
 - (c) A minimum of 15 years following the expiration or termination of this Agreement for CDBG funds of \$200,000 and above.
- (3) If Subrecipient desires to change the use of real property covered by this paragraph prior to the expiration of the applicable period listed above, it must comply with the following:
- (a) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - (b) Ensure that the new use meets a CDBG national objective; or
 - (c) Pay County an amount equal to the market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property. This payment by Subrecipient to County is program income to County.
- (4) The threshold amounts set forth in subparagraph 2 above are cumulative, based on the total CDBG funding provided to 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. However, the use periods set forth in subparagraph 2 do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.
- L. 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 (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6). In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

12. Displacement, Relocation, Acquisition, and Replacement of Housing. 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 Anti-displacement 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. (County may preempt the optional policies.) 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. 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.

13. Personnel & Participant Conditions.

A. Civil Rights.

- (1) Nondiscrimination and Equal Opportunity.
 - (a) 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).

- (b) 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. 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. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
 - (c) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (2) Excessive Force. 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.
 - (3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, 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 County and the United States are beneficiaries of and entitled to enforce such covenants. 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.
 - (4) Section 504. 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. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

- (1) Approved Plan. 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 Part 60.

- (2) **Women- and Minority-Owned Businesses.** 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 Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least 51% 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. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- (3) **Access to Records.** 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 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.
- (4) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (5) **Subcontract Provisions.** Subrecipient will include the provisions of subparagraphs 12.A., Civil Rights, and 12.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.

- (1) **Prohibited Activity.** Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (2) **Labor Standards.**
 - (a) **Davis-Bacon.**
 - (i) For all contracts and subcontracts for construction, alteration, or repair in excess of \$2,000, 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. § 276a1-276a7, as amended, including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards, and (a)(10) Certification of eligibility.
 - (ii) 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 Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this subparagraph.

- (b) Work Hours. Subrecipient agrees to comply with the requirements of 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. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- (3) "Section 3" Compliance. Subrecipient, and any of 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. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. 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. 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.

- (1) Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in subparagraph 11.G above and any applicable state laws and local government ordinances.
- (2) Subcontracts.
 - (a) Approvals. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
 - (b) Monitoring. 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. 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. 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 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.
- (3) Hatch Act. 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.
- (4) Citizen Participation. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- (5) Community Development Plan. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.
- (6) Conflict of Interest. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 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 County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.
- (7) 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 (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 County ordinances.
- (8) 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 County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Annotated, 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.
- (9) Lobbying. 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 contract, grant, loan, or cooperative agreement, it will complete and submit a 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, United States 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.
 - (e) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.
- (10) Copyright. If this Agreement results in any copyrightable material or inventions, 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.

- (11) Religious Organization. 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).
14. 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 Section 2429.
15. **Environmental Conditions.**
- A. Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- (1) Clean Air Act, 42 U.S.C., § 7401, *et. seq.*; and
- (2) 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, 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.** 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 properly 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.** 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.
16. **Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(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. Subrecipient is individually responsible for verifying the employment status of only new employees who work under 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. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

- 17. 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.
- 18. Waiver.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full-bargained-for benefit under this Agreement. A waiver of any of the provisions of this contract or of any breach thereof shall not constitute a waiver of any other provision or breach, whether or not similar, and any such waiver shall not constitute a continuing waiver.
- 19. Entire Agreement.** This Agreement, including all attachments, constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this contract supersedes and cancels all prior agreements, negotiations, and understandings between the parties regarding the subject matter herein, whether written or oral which are void, nullified, and of no legal effect if they are not recited or addressed in this contract.
- 20. Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
- 21. Rights and Remedies Cumulative.** The rights and remedies of the parties under this Agreement must be construed cumulatively, and none of the rights and/or remedies under this contract are exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
- 22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract.
- 23. Approval.** This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, Utah Code Annotated, as amended.

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:

DAVIS COUNTY

Bob J Stevenson, Chair
Board of Davis County Commissioners
Date:_____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
Date:_____

REVIEWED AS TO PROPER FORM:

Davis County Attorney's Office

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:

NORTH SALT LAKE CITY

Printed Name: _____
Title: _____
Date: _____

ATTEST:

Printed Name: _____
Title: _____
Date: _____

REVIEWED AS TO PROPER FORM:

North Salt Lake City Attorney

ATTACHMENT I

SUBRECIPIENT: North Salt Lake City
PROJECT: Overland Street Sidewalk Project
PROJECT NO: 211

PROJECT STATEMENT OF WORK

This attachment is a supplement to the general work statement contained in paragraph 4 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

Eligibility and Reference: Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in Sec. 570.207(a), carried out by the recipient or other public or private nonprofit entities; see **24 CFR 570.201(c)**

National Objective and Reference: LMA/Low/Mod Area Benefit; LMA; Activities providing benefits that are available to all the residents of a particular area.

IDIS Matrix Code: 03K/Street Improvements- Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs: Also use 03K:

- For improvements that include landscaping, street lighting, and/or street signs (commonly referred to as “streetscaping”);
- If sidewalk improvements (see code 03L) are part of more extensive street improvements. (see 24 CFR 570.201(c))

CPD Outcome Performance Measurement Information: The construction or installation of infrastructure improvements such as street improvements, or water and sewer lines;

- Number of persons assisted, that is the number of persons with new access to a facility or infrastructure benefit.
- Number of persons assisted with improved access to a facility or infrastructure benefit.

Priority: Public Facilities and improvements; Non-community Housing Development; create a suitable living environment.

County Outcome: Davis County’s goals is to improve and expand public facilities which may include, but not limited to ADA improvements and street improvements.

Program Activity: North Salt Lake City will utilize CDBG funds to repair/replace the installation of new ADA complaint sidewalk facilities for the residents of the Colonial Woods Mobile Home Park, 260 East 1100 North, for primarily LMI residents in the area.

NATURE AND SCOPE OF PROJECT:

Subrecipient Scorecard: Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard (Refer to Attachment III) and strive to achieve the score of “A” for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to the County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Performance Evaluation Plan:

In regard to the Subrecipient Scorecard:

- At the discretion of the County, if Subrecipient scores a “C” in any of the KPI categories, it may be considered as a monitoring “recommendation” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program staff.
- At the discretion of the County, if Subrecipient scores a “D” in any of the KPI categories, it may be considered as a monitoring “concern” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program and/or executive staff.
- At the discretion of the County, if Subrecipient scores an “F” in any of the KPI categories, it may be considered as a monitoring “finding” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency any such plan would be resolved with Subrecipient’s program and/or executive staff and may be sent to Subrecipient’s board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

Gantt Chart:

Subrecipient will adhere to the project milestones as specified in the Gantt Chart attachment and as referenced in the Agency Scorecard. Any requested changes to the milestones in the Gantt Chart must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

REPORTING: Subparagraph 11.F. of the Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarter report according to the timelines below.

	Dates of Service	Due Date	Period Ending	Fiscal Year	Calendar Year
Q1	July 1 – Sept. 30, 2021	Oct. 31, 2021	9/30	FY21-22	2021
Q2	Oct. 1 – Dec. 31, 2021	Jan. 31, 2022	12/31	FY21-22	2021
Q3	Jan. 1 – Mar. 31, 2022	Apr. 30, 2022	3/31	FY21-22	2021
Q4	Apr.1 – June 30, 2022	Jul. 20, 2022	6/30	FY21-22	2021

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. § 276a1-276a7, 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. County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub) contractors.

TIMETABLE: The project will be completed within the 12-month Agreement's period of performance beginning July 1, 2021- June 30, 2022.

Subrecipient shall not undertake any work nor incur any costs on the Project until it has been informed by County that all environmental protection procedures and requirements prescribed in 24 CFR Part 58 which are applicable to the Project have been accomplished or satisfied.

ATTACHMENT II

SUBRECIPIENT: North Salt Lake City
PROJECT: Overland Street Sidewalk Project
PROJECT NO.: 211

PROJECT BUDGET

I. Estimated Total Project Cost: **\$66,624**

II. Budgeted CDBG Expenditures:

Mobilization	Qty	Units	Unit Price	Amount
Mobilization	1	LS	\$10,000	\$10,000
Clear & Grub vegetation/Haul away excess soil	1	LS	\$10,000	\$10,000
Furnish & install 6" roadbase	163	Ton	\$40	\$6,250
Install 4" concrete sidewalk/6' in width	4500	SF	\$6	\$27,000
Adjust monitoring wells to sidewalk elevation	1	LS	\$2,000	\$2,000
Subtotal				\$55,020
Contingency	20%			\$11,104
Total				\$66,624

TOTAL CDBG EXPENDITURES: \$48,000

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources	\$18,624
------------------------------	-----------------

In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2022. A final invoice must be received with payment issued before the contract end date of July 15, 2022.

ATTACHMENT III

Gantt Chart

ATTACHMENT IV
Subrecipient Score Card

	Goal	Explanation	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
Program Management	Agency Submits Quarterly Reports On-time	Quarterly reporting is submitted to the on-time and correctly	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Adhering to Project Schedule on Gantt Chart	Updates to Gantt Chart timelines need to be communicated to and approved by County staff	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency Submits Quarterly Billing On-time	Billings are submitted to the County with all the necessary documentation	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency is Progressively Spending Down Allocated Funds	Agency is on-track to spend down funds in the Program Year	Spending is on track as anticipated	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend a majority of the award.	Factors have affected anticipated project implementation, and although a plan has been communicated to expend a majority of the award, Davis Co has concerns.	Factors have affected anticipated project implementation, and there are significant concerns about the ability of the agency to meet the original intent of the contract.		
Outcome Performance	Agency is Achieving Outcome Set in Application	Agency is meeting the outcomes identified in the application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the anticipated outcomes to-date, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Outcome Performance	Achieving Clients to be Served	Progress towards goals as stated in CDBG application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the number of clients anticipated to be served, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated number of people served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Compliance Monitoring	Outstanding Compliance Monitoring Issues	Financial Audits Findings, issues with policies & procedures, etc...	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current or future funding.	Number and/or Significance of Findings and/or concerns makes current future funding unlikely.		
Compliance Monitoring	Conformance with Labor Standards (i.e., Davis-Bacon)		Proactively Responsive		Somewhat responsive to Labor Standards Process		Makes no effort to conform		
Compliance Monitoring	Responsiveness to the request to monitor, monitoring report, and related requests		Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	Not Responsive		
Responsiveness	Submits any additional requested documents in a timely manner	(i.e., Contact, documents, etc...)	By the requested Date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	20+ business days after the due date		



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8708 Voice
(801) 335-8719 Fax
www.nslcity.org

LEONARD K. ARAVE
Mayor

KEN J. LEETHAM
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: September 7, 2021

SUBJECT: Amended Resolution authorizing the submittal of a FEMA grant for the purchase and installation of generators for the City's culinary water facilities

RECOMMENDATION

The Development Review Committee recommends approval of the attached resolution authorizing the submittal of a FEMA HMGP grant application seeking funds for the purchase and installation of generators for the City's culinary water facilities, and authorizing matching funds.

BACKGROUND

In November 2020, the City Council passed a resolution for matching funds and instructed City Staff to submit an application to FEMA for the Building Resilient Infrastructure and Communities Grant (BRIC). The project that was applied for was for the purchase and installation of generators for the City's culinary water facilities. The City received notification that the grant application met all the requirements but FEMA was unable to fund the project in that grant cycle, so the City Council directed staff to re-apply for the same project for the next year's funding cycle in July 2021. Since then, the Utah Division of Emergency Management reached out to the City to notify us of another grant opportunity that is competitive on a state rather than a federal level, for which the City is likely to be awarded funds for the generator project. That grant opportunity is called the FEMA Hazard Mitigation Grant Program (HMGP). The DRC is recommending that we now apply for the FEMA HMGP funds rather than the FEMA BRIC funds for the generator project.

On September 8, 2020, there was a windstorm that caused much of the Wasatch Front to lose power for several days. In order to provide uninterrupted culinary water service to the City's residents during that time, City crews had to transport a portable generator to each of the well and pump houses to ensure that they would continue to operate without power service. Prior to that event, City staff had identified that there was a need to have a permanent generator at each of those ten facilities in order to make the culinary water service more efficient and make the City's infrastructure more resilient to natural disasters that may cause a loss of power.

FEMA has a competitive grant program called "Hazard Mitigation Grant Program" (HMGP). The City has applied for this in the past, as this was the grant program that partially funded the Springhill Landslide

project. City staff has consulted with the State, who administers the program for FEMA, and have identified the purchase and installation of generators at our culinary water facilities to be a good project for this grant.

The grant application is for the purchase and installation of 10 permanent generators for every well and booster pump station North Salt Lake uses to provide culinary water. The City received an estimate from Hunt Electric for the work. Each site has a different cost due to varying conditions but the average cost for the purchase and installation of each generator is approximately \$170,000. The total project cost is \$1,626,650.00, the grant request is for \$1,219,987.50 (75%), and the City match is \$406,662.50 (25%). These funds would be expended in 2022.

The attached resolution is a requirement of submittal of our grant application for FEMA funding related to the purchase and installation of generators for the wells and pump houses that are a part of our culinary water facilities. You'll note that the resolution has three directive statements. First, it instructs the City staff to complete an application for the FEMA grant. Second, it instructs the City staff to set aside sufficient funds for the estimated 25% match required by the grant. Third, it authorizes the City Manager to sign and submit the grant application.

POSSIBLE MOTION

I move that the City Council approve Resolution 2021-23R Amended authorizing the submittal of a FEMA HMGP grant application seeking funds for the purchase and installation of generators for the City's culinary water facilities, and authorizing matching funds.

Attachments

- 1) Resolution 2021-23R Amended

RESOLUTION 2021-23R - Amended

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE ENDORSING AND SUPPORTING AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE PURCHASE AND INSTALLATION OF WELL AND PUMP HOUSE GENERATORS.

WHEREAS, the City does not have permanent generators for any of its culinary water facilities; and

WHEREAS, a windstorm occurred on September 8, 2020 during which power was lost across the Wasatch Front for 1-2 days; and

WHEREAS, City staff had to make use of one portable generator to power all the culinary water facilities; and

WHEREAS, it has been identified that permanent generators for the City's critical culinary water facilities would help to make the City more resilient against any future natural disasters that cause a loss of power; and

WHEREAS, the Utah Division of Emergency Management through the Federal Emergency Management Agency has a Hazard Mitigation Grant Program designed to support communities through proactive investment in community resilience by pre-disaster action.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake that:

1. City staff is hereby directed to complete a FEMA HMGP application;
2. City staff is hereby directed to set aside up to \$406,663.00 from the City's Water Fund for matching funds and whatever other funds needed to cover the cost of ineligible activities;
3. The City Manager, or his designee, is hereby authorized to sign the grant application on behalf of the City.

APPROVED and signed this 7th day of September, 2021.

CITY OF NORTH SALT LAKE

ATTEST:

By _____
Leonard K. Arave, Mayor

By _____
Linda Horrocks, City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Natalie Gordon	_____
Brian Horrocks	_____
Lisa Watts Baskin	_____
Ryan Mumford	_____
Stan Porter	_____



CITY OF NORTH SALT LAKE

10 East Center Street
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www.nslcity.org

LEONARD K. ARAVE
Mayor

KEN J. LEETHAM
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ali Avery, Long Range Planner

DATE: September 7, 2021

SUBJECT: Resolution authorizing the submittal of two applications to the Governor's Office of Planning & Budget for the COVID-19 Local Assistance Matching Grant program for the replacement of water lines on Lacey Way (Valley View to Gary Way) and at the west end of The Pointe at Northridge apartments.

RECOMMENDATION

City staff recommends approval of the attached resolution authorizing the submittal of two applications to the Governor's Office of Planning & Budget for the COVID-19 Local Assistance Matching Grant program for the replacement of water lines on Lacey Way (Valley View to Gary Way) and at the west end of The Pointe at Northridge apartments, and authorizing matching funds.

BACKGROUND

City staff recently was made aware of a grant opportunity through the Utah Governor's Office of Planning & Budget (GOPB) named the COVID-19 Local Assistance Matching Grant. The state legislature appropriated \$50 million of American Rescue Plan Act (ARPA) money to the GOPB this May, so this is the first grant of its kind. Eligible projects include: housing, broadband, water and sewer, public health impact, and economic opportunities and recovery.

The GOPB has given less than a month to submit project applications, so City staff determined that the most viable applications would be water line projects that are already on our Capital Facilities Plan. City staff found two projects that, based on the scoring criteria for the grant, would have the best chances for funding:

- Lacey Way (Valley View Dr to Gary Way) culinary water line replacement:
The water line was originally installed by the developer, likely in the 1970's. This water line is undersized and is not structurally sound, as it is constructed of mismatched materials that were improperly installed. Some of the materials used are too thin making them extremely fragile and prone to breaking. The cost estimate for the replacement of this water line is \$880,000.
- The Pointe at Northridge apartments culinary water line replacement:

The water line is a cast-iron pipe that has aged poorly and has exceeded its life span. The water line was installed underneath a storm drain line, so crews are unable to get to the culinary water line to repair it because the storm drain line is in the way. The cost estimate for the replacement of this water line is \$475,000.

The replacement of both of the water lines would help to make the City more resilient against natural disasters, improve the performance of the water lines, and protect the health of the residents utilizing said water lines.

There is no minimum matching requirement for this grant, but applications with higher match amounts are looked on more favorably when scoring. City staff is recommending that, because these projects have already been budgeted for and are on our Capital Facilities Plan, we submit both applications with a 50% match commitment. That would put the City match for the Lacey Way water line at \$440,000 and the Pointe at Northridge water line at \$237,500.

POSSIBLE MOTION

I move that the City Council approve Resolution 2021-32R authorizing the submittal of two applications to the Governor's Office of Planning & Budget for the COVID-19 Local Assistance Matching Grant program for the replacement of water lines on Lacey Way (Valley View to Gary Way) and at the west end of The Pointe at Northridge apartments, and authorizing matching funds.

Attachments

- 1) Resolution 2021-32R
- 2) Location Map

RESOLUTION 2021-32R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE ENDORSING AND SUPPORTING TWO APPLICATIONS TO THE GOVERNOR’S OFFICE OF PLANNING & BUDGET FOR THE COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM FOR THE REPLACEMENT OF WATER LINES ON LACEY WAY (VALLEY VIEW TO GARY WAY) AND AT THE WEST END OF THE POINTE AT NORTHRIDGE APARTMENTS.

WHEREAS, the City intends to replace all culinary water lines that are not constructed from quality PVC and that have consistent problems with leaking; and

WHEREAS, City staff has identified a need to replace two culinary water lines on Lacey Way (from Valley View to Gary Way) and at the west end of The Pointe at Northridge Apartments; and

WHEREAS, it has been identified that the replacement of these water lines would help to make the City more resilient against natural disasters, improve the performance of the water lines, and protect the health of the residents utilizing said water lines; and

WHEREAS, the Governor’s Office of Planning and Budget has grant funding for water line projects available through the COVID-19 Local Assistance Matching Grant.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake that:

1. City staff is hereby directed to complete two COVID-19 Local Assistance Matching Grant applications;
2. City staff is hereby directed to set aside up to \$440,000 for the Lacey Way water line and \$237,500 for the Pointe at Northridge water line from the city’s Water Fund for matching funds;
3. The City Manager, or his designee, is hereby authorized to sign the grant application on behalf of the City.

APPROVED and signed this 7th day of September, 2021.

CITY OF NORTH SALT LAKE

ATTEST:

By _____
Linda Horrocks, City Recorder

By _____
Leonard K. Arave, Mayor

City Council Vote as Recorded:

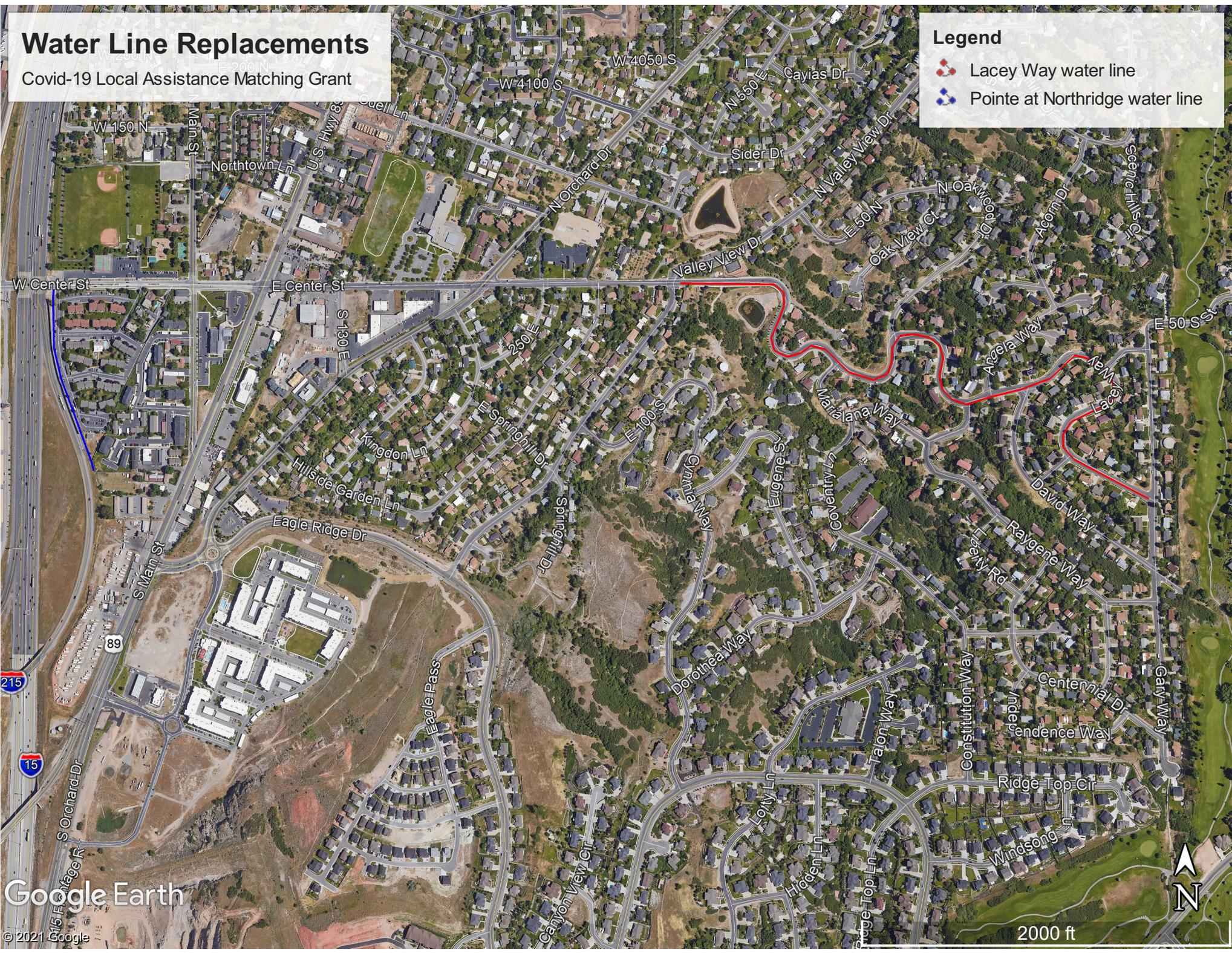
<u>Name</u>	<u>Vote</u>
Natalie Gordon	_____
Brian Horrocks	_____
Lisa Watts Baskin	_____
Ryan Mumford	_____
Stan Porter	_____

Water Line Replacements

Covid-19 Local Assistance Matching Grant

Legend

-  Lacey Way water line
-  Pointe at Northridge water line





CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: September 7, 2021
SUBJECT: Consideration of a Resolution 2021-031R, amending the adopted Standards and Specifications Manual for Streets for Residential Street Light Specifications

RECOMMENDATION

Staff recommends adoption of the proposed Resolution 2021-31R amending the City of North Salt Lake Standards and Specifications Manual for Streets.

REVIEW

The proposed amendment addresses an unforeseen circumstance related to the installation of street lights within The Ridge development and for future residential developments. The previous standard required a 14 foot tall street light, but the due to the Shepard hook design of the light, the fixture attached does not have a 14 foot clearance above the gutter and pavement height. Subsequently, construction and delivery vehicles have damaged several poles in the development. The City is working with the light manufacturer on a solution to raise the poles already installed.

The attached resolution and proposed residential standard, specifies a taller pole with a fixture clearance of 14'5" above the ground (park strip) and thus effectively provides a clearance above the gutter and pavement height of 14'11".

POSSIBLE MOTION

I move that the City Council approve Resolution 2021-31R amending the Standards and Specifications Manual for Streets as presented.

Attachments

- 1) Resolution 2021-31R

RESOLUTION NO. 2021-31R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AMENDING THE ADOPTED STANDARDS AND SPECIFICATION MANUALS FOR PUBLIC INFRASTRUCTURE FOR RESIDENTIAL STREET LIGHTS.

WHEREAS, the City desires to protect the public infrastructure with the adopted Standards and Specification Manual for Streets; and

WHEREAS, City staff from the Public Works, Engineering and Community Development Departments have determined that the standard for residential street lights should be amended to provide a specification for a taller residential street light to address potential damage to the street lights from certain construction equipment, delivery trucks and City snow plows ; and

WHEREAS, technical revisions and corrections may be completed from time to time, as needed, to maintain consistency with industry standards.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake that:

Section 1. The Standards and Specification Manuals for Streets is hereby amended with the attached specification for residential street lights and shall be used in the construction of said public infrastructure.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 7th day of September, 2021.

BY THE CITY COUNCIL:

Len Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

ATTEST:

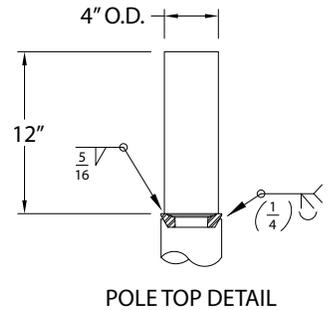
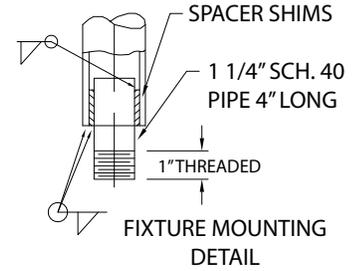
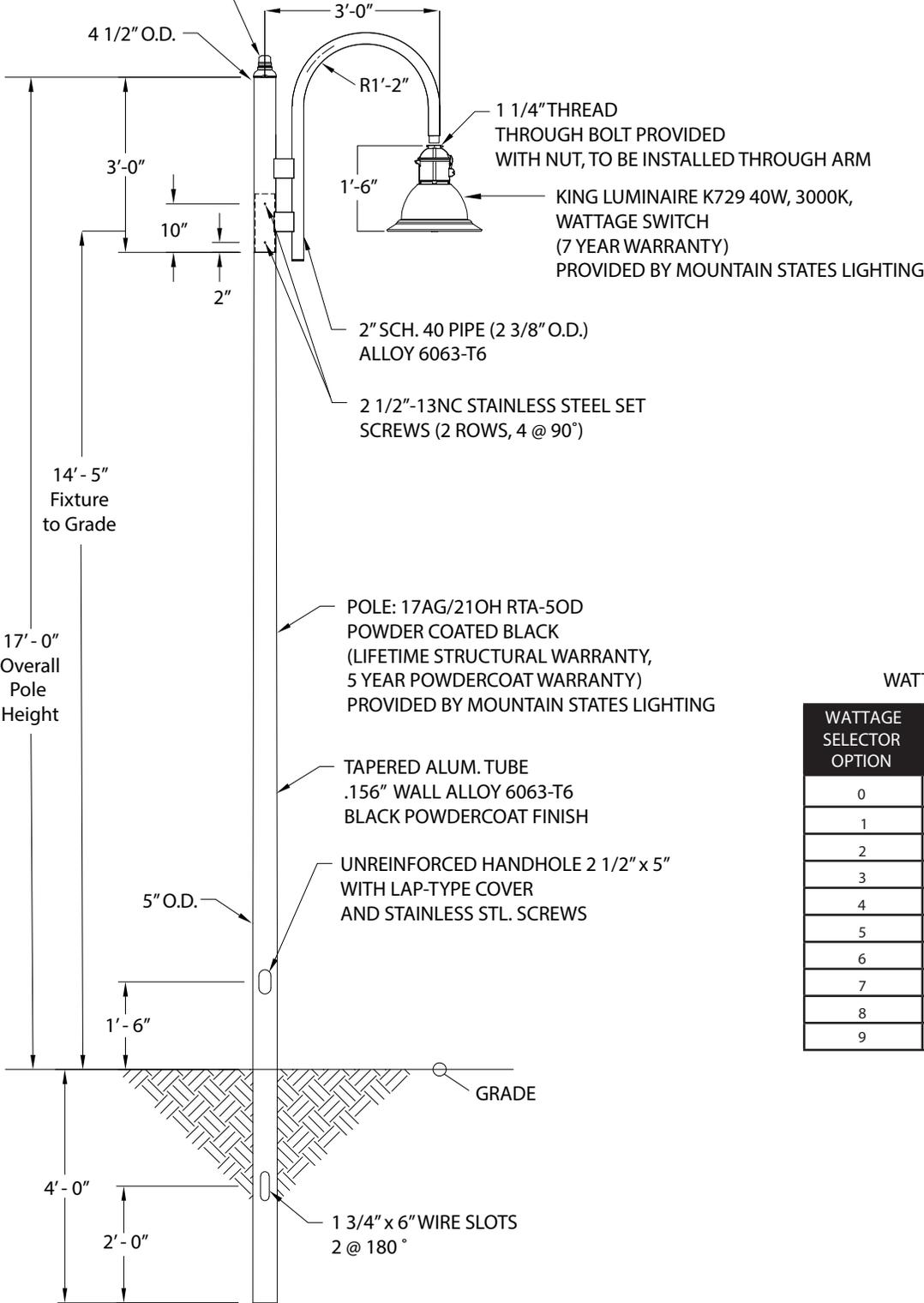
Linda Horrocks, City Recorder

RIPLEY RD8645 LED PHOTOCELL
 (10 YEAR WARRANTY, UDOT SPEC)
 (7 PIN RECEPTACLE)
 PROVIDED BY
 MOUNTAIN STATES LIGHTING

FIXTURE RATINGS

IP66

Weight: 19 lbs
 EPA: 0.63 FT²



WATTAGE SWITCH SETTINGS

WATTAGE SELECTOR OPTION	DIMMING PERCENTAGE	WATTAGE PERCENTAGE
0	0%	100%
1	10%	90%
2	20%	80%
3	30%	70%
4	40%	60%
5	50%	50%
6	60%	40%
7	70%	30%
8	80%	20%
9	90%	10%

RESIDENTIAL STREET LIGHT

DATE: APRIL 2020	REVISIONS			
DRAWING NAME: SL-01	REV	DATE	BY	COMMENTS
DRAWN BY: NSL				
CHECKED:	APPROVED:	CITY OF NORTH SALT LAKE		
		CITY OF NORTH SALT LAKE 10 E. CENTER ST. NORTH SALT LAKE, UT 84054 PH: (801)-335-8700 FX: (801)-335-8719		



STANDARD DETAILS

STREET LIGHTS

SL-01