

NOV 15 2005

A. LOUIS ZUNGUZE  
DIRECTOR  
  
BRENT B. WILDE  
DEPUTY DIRECTOR

**SALT LAKE CITY CORPORATION**  
DEPT. OF COMMUNITY DEVELOPMENT  
OFFICE OF THE DIRECTOR

ROSS C. "ROCKY" ANDERSON  
MAYOR

**COUNCIL TRANSMITTAL**

**TO:** Rocky J. Fluhart, Chief Administrative Officer **DATE:** November 14, 2005

**FROM:** Louis Zunguze, Community Development Director

**SUBJECT:** US Department of Housing and Urban Development Grant

**STAFF CONTACT:** Sherrie Collins at 535-6150 or sherrie.collins@slc.gov

**ACTION REQUIRED:** Adoption of Resolution by City Council

**DOCUMENT TYPE:** Resolution

**BUDGET IMPACT:** \$496,000 of Grant Revenue

**DISCUSSION:** The Community Development Department received \$496,000 under an Economic Development Initiative (EDI) grant from the US Department of Urban Development. These funds will be used for hard construction costs for renovation and various improvements to Pioneer Park.

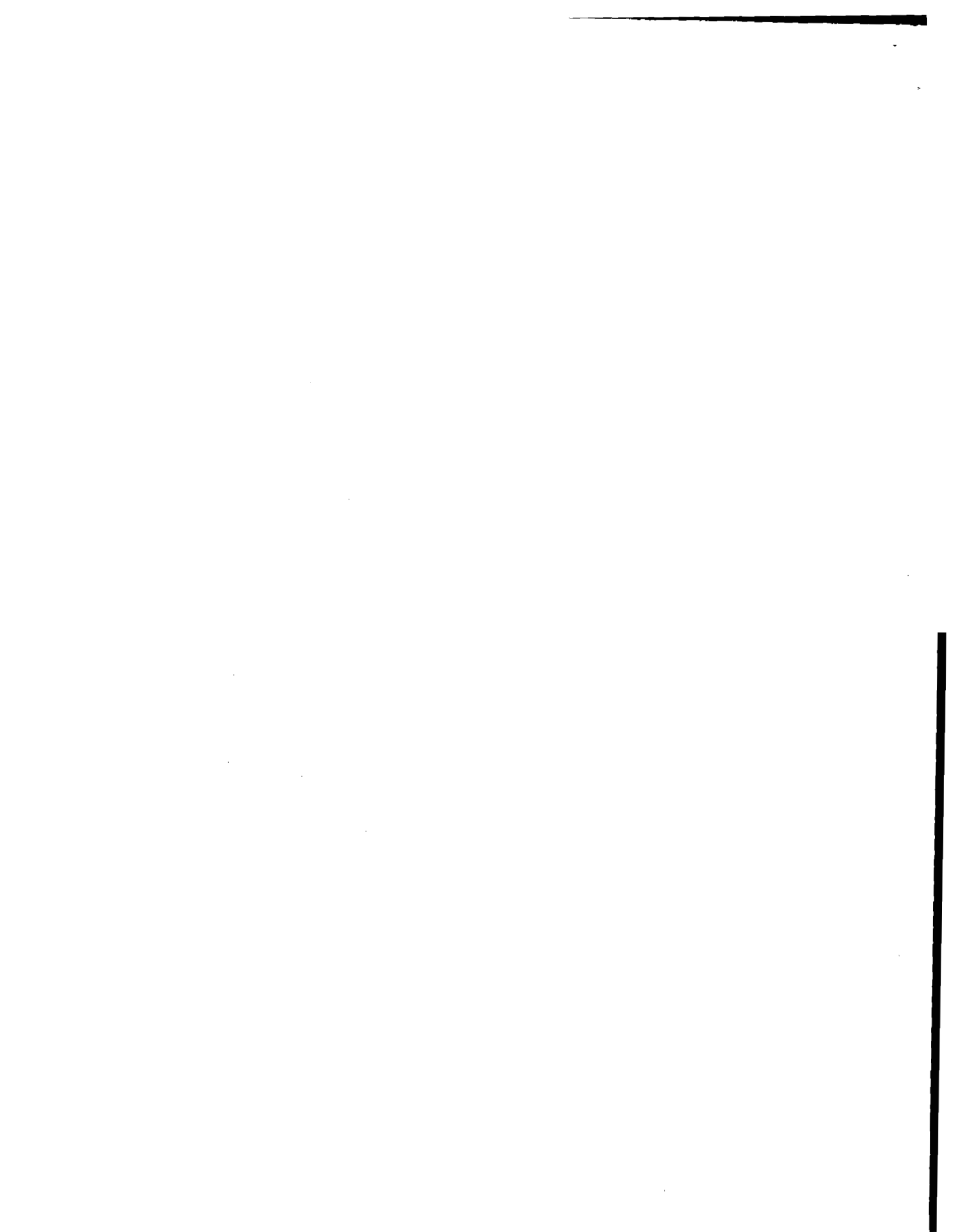
The City Council allocated \$600,000 of Capital Improvement Funds in FY 05-06 for the design and partial construction costs of improvements to Pioneer Park. The EDI funds will be used for additional construction improvements to include concrete sidewalks, decomposed gravel corridor, sprinkler irrigation upgrades, curb and gutter improvements, new tree plantings, bicycle racks, drinking fountains, and trash receptacles. It is anticipated that the design will be complete and be ready to bid in March or early April 2006.

**PUBLIC PROCESS:** This grant requires acceptance by the City Council through the adoption of a Resolution and Public Hearing pertaining to the budget opening.

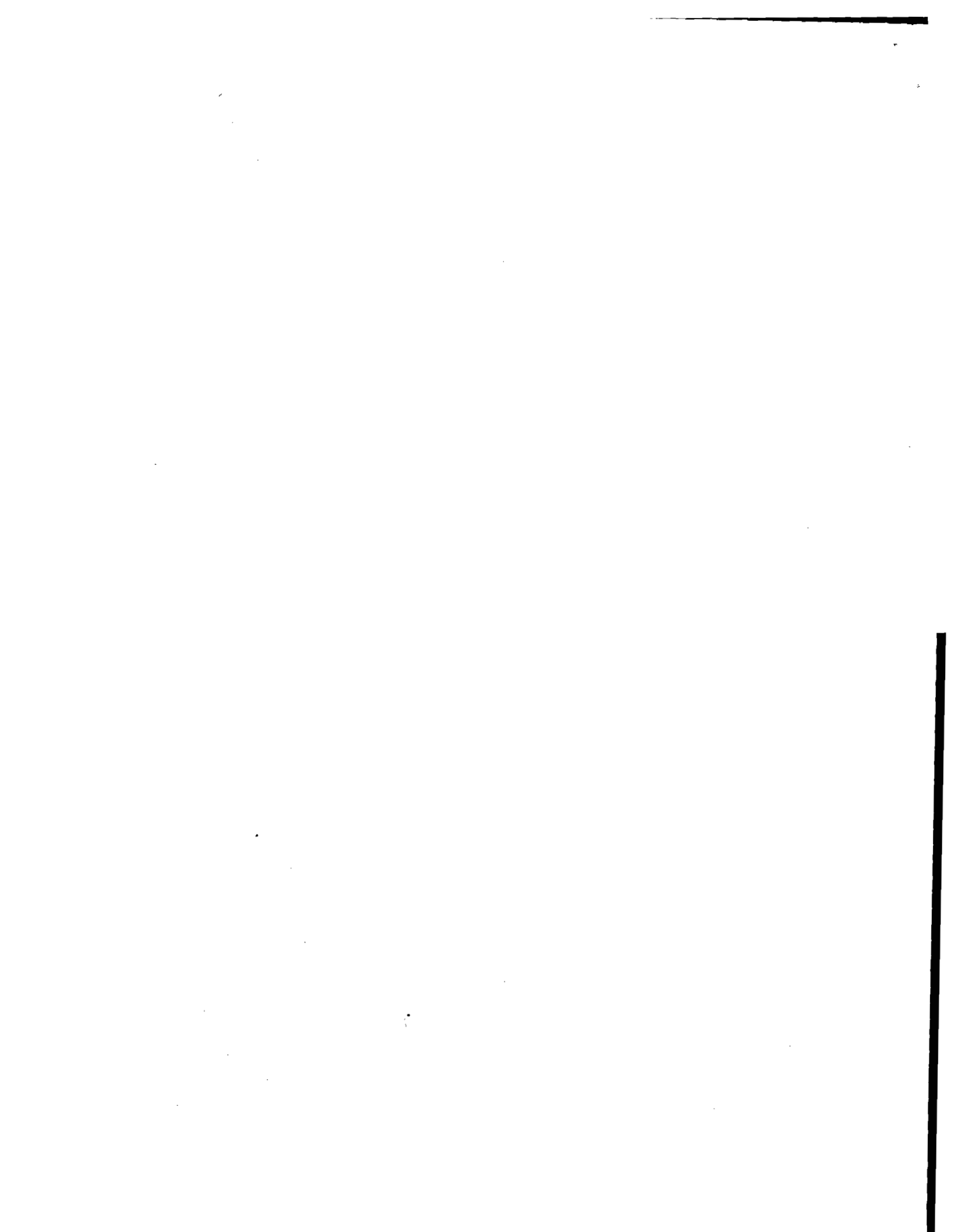
**RELEVANT ORDINANCES:** None

**ATTACHMENTS:** The following documents are attached for the City Council's review:

- A) Resolution
- B) Award Documents (4 copies)
- C) Copy of the Grant Application



**Attachment A**  
**Resolution**



RESOLUTION NO. \_\_\_\_\_ OF 2005

AUTHORIZING SALT LAKE CITY TO ACCEPT  
THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ECONOMIC  
DEVELOPMENT INITIATIVE GRANT

WHEREAS, Salt Lake City is eligible to receive a US Department of Housing and Urban Development Economic Development Initiative grant for the purpose of constructing improvements to Pioneer Park, as funded by Congress in the VA-HUD Independent Agencies Appropriations Act for FY2005 (PL 108-447) and as described in the Conference Report accompanying the ACT (HR 108-792); and

WHEREAS, the attached Agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah:

1. It does hereby authorize and approve of Salt Lake City Corporation accepting the \$496,000.00 US Department Housing and Urban Development Economic Development Initiative Grant for the purposes of:

Providing funding for constructing improvements which include concrete sidewalks, decomposed gravel corridor, sprinkler irrigation upgrades, curb and gutter improvements, new tree plantings, bicycle racks, drinking fountains and trash receptacles, at Pioneer Park.

2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively from the Agreement approved herein.

Passed by the City council of Salt Lake City, Utah, this day \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Salt Lake City Council

By \_\_\_\_\_  
Chairperson

ATTEST:

Approved as to Form  
Salt Lake City Attorney's Office

By: *W Spindler*  
Date: *11/14/2005*

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

**Salt Lake City Corporation**  
**CAMP DOCUMENT ROUTING FORM**  
**CITY SIGNATURE AND ACTIVATION PROCESS**

November 7, 2005

Contract Number: <b>06-5-06-1679</b>	Project:
Contractor: <b>09544 U S DEPT OF HSNG &amp; URBAN DEV</b>	
Contract Title: <b>PIONEER PARK RENOVATION-EDI SPECIAL PURPOSE GRANT</b>	
Monitor: <b>KAREN WILEY</b>	

*Please complete your Step and forward to the next Step.*

**STEP 1 ACCOUNTING DIVISION - Encumber Funds**

<p><i>No funds encumbered</i></p>	I certify that funds are available.
	<p><b>OR</b> Accounting Signature _____ Date _____</p>
	I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .
	<p>Accounting Signature <u><i>Leann Buf</i></u> Date <u><i>11/9/05</i></u></p>
	<p>Funding Source: _____                  Dept Cost Center Object Code \$ _____</p>
Attach additional paperwork if more funding sources are needed. Limit \$ _____	

**STEP 2 CITY ATTORNEY'S OFFICE - Final Approval**

<p>Leave Blank For Date Stamp</p>	<p>Attorney: <u><i>Larry Spendlove</i></u> Insurance Required: N</p>
	<p>Perf Bond Required: N</p>
	<p>Pm Bond Required: N</p>
	<p>This document has been approved as to form. <u><i>L Spendlove</i></u> <u><i>11/14/05</i></u>                  Attorney's Signature Date</p>

**STEP 3 MAYOR'S OFFICE - Sign Document**

<p>Leave Blank For Date Stamp</p>	<p><b>INSTRUCTIONS:</b>  <u>Sign ALL documents.</u></p>
	<p>Authorized Signer: <u><i>Mayor Anderson</i></u>                  Name Dept/Div</p>
	<p><b><u>Forward ALL Signed documents to the Recorder's Office</u></b></p>

**STEP 4 RECORDER'S OFFICE - Activate**

<p>Leave Blank For Date Stamp</p>	<p><b>INSTRUCTIONS:</b></p>
	<p>When activated, keep 1 signed document, send other signed document(s) to:</p>
	<p><u><i>Stacey Collins</i></u> <u><i>HAND</i></u> <u><i>6150</i></u>                  Name Department or Division Phone</p>

LuAnn



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-1000

OFFICE OF THE ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

OCT 19 2005

500276 19L2005

The Honorable Ross C. Anderson  
Mayor of Salt Lake City  
451 South State Street, Room 406  
Salt Lake City, UT 84111

REC'D OCT 28 2005

Dear Mayor Anderson:

The Department is pleased to announce approval of the following Special Project grant, as funded by the Congress in the VA-HUD-Independent Agencies Appropriations Act for FY 2005 (PL 108-447) and as described in the Conference Report accompanying the Act (HR108-792). Please note that the Amount shown below is 99.20% of the amount specified in the Conference Report because of a .80% rescission mandated in the Act.

Project No.: B-05-SP-UT-0318  
Project Funding: \$496,000  
Recipient: City of Salt Lake City

This letter transmits the following documents and guidance needed to activate your FY 2005 special project grant.

1. Grant Agreement. Enclosed are four copies. Please read the agreement carefully, noting any attachments which have modifications or special conditions on this grant. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
2. Assistance Award - Form 1044. Four copies are enclosed. Please sign and date three copies with original signatures and return them as noted below. The fourth copy is for your records pending receipt of a countersigned copy.
3. Forms and Instructions for Drawing Down Funds. HUD uses the Line of Credit Control System (LOCCS) for financial management of grant funds. Under this system, you identify the bank account into which you want HUD to deposit funds electronically. Then you request scheduled payments, using a voice response system.

You will be able to draw down funds once, 1) HUD processes the forms, 2) sends you a LOCCS ID Number and a LOCCS Voice Response Number, and 3) after the required certifications and environmental review (if needed) have been accepted by HUD.

Please ensure that all the following forms are complete and return them together as noted below:

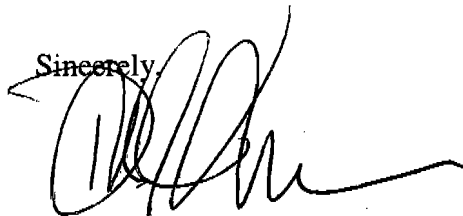
- a) the three signed originals of the Grant Agreement;
- b) the three signed originals of the Assistance Award (HUD Form 1044);
- c) the Direct Deposit Form (SF 1199) completed by you and your financial institution;
- d) evidence of the ABA number for your depository account, such as a VOIDED blank check, a deposit slip or similar documentation.

**The notarized LOCCS Access Authorization Form (HUD form 27054) should be sent directly to the address on the form.**

All of these items should be sent to the Government Technical Representative for this grant, Angela Dyer , Room 7146, U.S. Dept. of Housing and Urban Development, 451 Seventh Street, SW, Washington, DC 20410. If you or your staff have any questions about these documents and procedures, please contact Angela Dyer at (202) 708-3773, ext. 7111, fax (202)-708-7543, or Angela\_M.\_Dyer@hud.gov.

We look forward to working with you toward a successful completion of this project.

Sincerely,



Donald P. Mains  
Deputy Assistant Secretary  
for Economic Development

Enclosures



**Attachment B**  
**Award Documents**

**FY 2005 EDI-SPECIAL PROJECT NO. B-05-SP-UT-0318**

**GRANT AGREEMENT**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Salt Lake City (the Grantee) is made pursuant to the authority of Public Law 108-447 (the FY 2005 Appropriations Act for HUD and other agencies) and House Report 108-792 (the Conference Report on the Appropriations Act). The Amount shown below is 99.20% of the amount specified in the Conference Report because of a .80% rescission mandated in the Act. The Grantee's application package, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$496,000 available to the Grantee.

The Grantee agrees to abide by the following:

**ARTICLE I. HUD Requirements.**

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

- A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.
- B. **EQUAL OPPORTUNITY REQUIREMENTS**  
The grant funds must be made available in accordance with the following:
  - 1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
  - 2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
  - 3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e), which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

#### C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision-making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. Restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and at CFR 24 Part 5.105(c).
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.

#### ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying and by 24 CFR 24.510(b) regarding ineligibility, suspension and debarment.
- B. Any other conditions listed in Article VII ( C ) of this Grant Agreement.

#### ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.
- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).

- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant. Funds provided by this grant however, may not be used for reimbursement of expenses incurred prior to the enactment of The Act authorizing these funds on **December 08,2004**.

#### ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A.

HUD may require additional information or increased frequency of reporting as described in Article VII ( C ).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue progress reports.

#### ARTICLE V. Project Close-out.

- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

- C. The Grantee shall provide to HUD the following documentation:
1. A Certification of Project Completion.
  2. A Grant Close-out Agreement.
  3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of OMB Circular A-122, A-87 or A-21 as applicable, including the "necessary and reasonable" standard); a certification of the costs; and the amounts and sources of other project funds.
  4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
- D. The Grantee agrees that the grant funds are allowable only to the extent that the project costs, meeting the standard of OMB Circular A-122, A-87 or A-21 as applicable, equal the grant amount plus other sources of project funds provided.
- E. When HUD has determined that the grant funds are allowable, the activities were completed as described by the Grant Agreement, and all Federal requirements were satisfied, HUD and the Grantee will sign the Close-out Agreement and Close-out Certificate.
- E. The Close-out Agreement will include the Grantee's Agreement to abide by any continuing federal requirements.

#### ARTICLE VI. Default.

A default under this Grant Agreement shall consist of using grant funds for a purpose other than as authorized by this Agreement, any noncompliance with legislative, regulatory, or other requirements applicable to the Agreement, any other material breach of this Agreement, or any material misrepresentation in the application submissions.

#### ARTICLE VII. Additional Provisions.

- A. Project Description: The project is as described in the application with the following changes: NONE
- B. Changes or Clarification to the Application Related to Participating Parties:  
The Administrative Agent if any:
- C. Special Conditions:  
NONE

U.S. Department of Housing  
and Urban Development

City of Salt Lake City  
The Honorable Ross C. Anderson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Donald P. Mains  
\_\_\_\_\_  
Deputy Assistant Secretary  
for Economic Development

Ross C. Anderson  
\_\_\_\_\_  
Title Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Salt Lake City Attorney's Office

Date 11/14/2005

By T. Spaulding





**Assistance Award/Amendment**

**U.S. Department of Housing  
and Urban Development**  
Office of Administration

1. Assistance Instrument  
 Cooperative Agreement     Grant

2. Type of Action  
 Award     Amendment

3. Instrument Number  
B-05-SP-UT-0318

4. Amendment Number

5. Effective Date of this Action

6. Control Number

7. Name and Address of Recipient  
 City of Salt Lake City  
 451 South State Street, Room 406  
 Salt Lake City, UT 84111  
 EIN: 87-6000279

8. HUD Administering Office  
 CPD, EDI Special Project Division  
 451 7th Street, SW, Rm 7146  
 Washington, DC 20410-7000

8a. Name of Administrator

8b. Telephone Number

10. Recipient Project Manager  
 Ross C. Anderson

9. HUD Government Technical Representative  
 Angela Dyer    202-708-3773, Extensi 7111

11. Assistance Arrangement  
 Cost Reimbursement  
 Cost Sharing  
 Fixed Price

12. Payment Method  
 Treasury Check Reimburseme  
 Advance Check  
 Automated Clearinghouse

13. HUD Payment Office  
 Chief Financial Officer

14. Assistance Amount

Previous HUD Amount	
HUD Amount this Action	\$496,000.00
Total HUD Amount	\$496,000.00
Recipient Amount	
Total Instrument Amount	\$496,000.00

15. HUD Accounting and Apropriation Data

15a. Appropriation Number	15b. Reservation Number EID 05
Amount Previously Obligated	
Obligation by this Action	\$496,000.00
Total Obligation	\$496,000.00

16. Description  
 by Salt Lake City, Utah for renovation of Historic Pioneer Park

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044  
 (B) Grant Agreement

**Special Condition**

**Please contact Howard Kutzer - HUD Area Environmental Officer at 303-672-5285, concerning environmental review. NO FUNDS may be drawn down prior to environmental release of funds approval.**

17.  Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.

18.  Recipient is not required to sign this document.

19. Recipient (By Name):  
 The Honorable Ross C. Anderson

20. HUD (By Name):  
 Donald P. Mains

Signature & Title:    Date:    Signature and Title:    Date:

Mayor of Salt Lake City       DAS for Economic Development

## FY 2005 EDI-SPECIAL PROJECT NO. B-05-SP-UT-0318

### GRANT AGREEMENT

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- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant. Funds provided by this grant however, may not be used for reimbursement of expenses incurred prior to the enactment of The Act authorizing these funds on **December 08,2004**.

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HUD may require additional information or increased frequency of reporting as described in Article VII ( C ).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
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HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

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- A. Project Description. The project is as described in the application with the following changes: NONE
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The Administrative Agent if any:
- C. Special Conditions:  
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U.S. Department of Housing  
and Urban Development

City of Salt Lake City  
The Honorable Ross C. Anderson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Donald P. Mains  
Deputy Assistant Secretary  
for Economic Development

Ross C. Anderson  
Title Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Salt Lake City Attorneys Office  
Date 11/14/2005  
By T. Spindler







**FY 2005 EDI-SPECIAL PROJECT NO. B-05-SP-UT-0318**

**GRANT AGREEMENT**

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Salt Lake City (the Grantee) is made pursuant to the authority of Public Law 108-447 (the FY 2005 Appropriations Act for HUD and other agencies) and House Report 108-792 (the Conference Report on the Appropriations Act). The Amount shown below is 99.20% of the amount specified in the Conference Report because of a .80% rescission mandated in the Act. The Grantee's application package, as may be amended by the provisions of this Grant Agreement, is hereby incorporated into this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$496,000 available to the Grantee.

The Grantee agrees to abide by the following:

**ARTICLE I. HUD Requirements.**

The Grantee agrees to comply with the following requirements for which HUD has enforcement responsibility.

- A. The grant funds will only be used for activities described in the application, which is incorporated by reference and made part of this Agreement as may be modified by Article VII (A) of this Grant Agreement.
- B. **EQUAL OPPORTUNITY REQUIREMENTS**  
The grant funds must be made available in accordance with the following:
  - 1. For projects involving housing, the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
  - 2. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
  - 3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

4. The requirements of 24 CFR 5.105(a) regarding equal opportunity as well as the requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
5. For those grants funding construction covered by 24 CFR 135, the requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701u) which requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and to businesses that provide economic opportunities for these persons.
6. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with grant funded activities. See 24 CFR Part 85.36(e) , which describes actions to be taken by the Grantee to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
7. Where applicable, Grantee shall maintain records of its efforts to comply with the requirements cited in Paragraphs 5 and 6 above.

C. ENVIRONMENTAL REVIEW REQUIREMENTS.

1. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee agrees to assume all of the responsibilities for environmental review and decision- making and actions, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.
2. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital, or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe, or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to assume all of the responsibilities for environmental review and decision-making as specified in paragraph C.1 above, and the Grantee shall carry out all of the responsibilities of a recipient under 24 CFR Part 58.

- D. Administrative requirements of OMB Circular A-133 "Audits of States, Local governments and Non-Profit Organizations."
- E. For State and Local Governments, the Administrative requirements of 24 CFR Part 85, including the procurement requirements of 24 CFR Part 85.36, and the requirements of OMB Circular A-87 regarding Cost Principles for State and Local Governments. For Non-Profits, the Administrative requirements of 24 CFR Part 84, including the procurement requirements of 24 CFR Part 84.40, and OMB Circular A-122 regarding Cost Principles for Non-Profit Institutions. For Institutions of Higher Education the applicable OMB Circular regarding Cost Principles is A-21.
- F. The regulations at 24 CFR Part 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
- G. Restrictions on participation by ineligible, debarred or suspended persons or entities as described in Executive Order 12549 and at CFR 24 Part 5.105(c).
- H. The Uniform Relocation Act as implemented by regulations at 49 CFR Part 24.
- I. The Grantee will comply with all accessibility requirements under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, where applicable.

#### ARTICLE II. Conditions Precedent to Draw Down.

The Grantee may not draw down grant funds until the following actions have taken place:

- A. The Grantee has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying and by 24 CFR 24.510(b) regarding ineligibility, suspension and debarment.
- B. Any other conditions listed in Article VII ( C ) of this Grant Agreement.

#### ARTICLE III. Draw Downs.

- A. A request by the Grantee to draw down grant funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are complying with the terms of this Grant Agreement.
- B. The Grantee will be paid on an advance basis provided that the Grantee minimizes the time elapsing between transfer of the grant funds and disbursement for project purposes and otherwise follows the requirements of 24 CFR Part 85 or Part 84 and Treasury Circular 1075 (31 CFR Part 205).

- C. Before the Grant Agreement is signed, the Grantee may incur cost for activities which are exempt from environmental review under 24 CFR Part 58 and may charge the costs to the grant. Funds provided by this grant however, may not be used for reimbursement of expenses incurred prior to the enactment of The Act authorizing these funds on **December 08,2004**.

ARTICLE IV. Progress Reports.

- A. The Grantee shall submit to the Grant Officer a progress report every six months after the effective date of the Grant Agreement. Progress reports shall consist of (1) a narrative of work accomplished during the reporting period and (2) a completed Financial Status Report - Form 269 A.

HUD may require additional information or increased frequency of reporting as described in Article VII ( C ).

- B. The performance reports must contain the information required under 24 CFR Part 85.40(b) (2) or 24 CFR Part 84.51(a), as applicable including a comparison of actual accomplishment to the objectives indicated in the approved application, the reasons for slippage if established objectives were not met, and additional pertinent information including explanation of significant cost overruns.
- C. No grant drawdowns will be approved for projects with overdue progress reports.

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- A. The grantee shall submit to the Grant Officer a written request to close-out the grant 30 days after the grantee has drawn down all funds and completed the activities described in the application, as may be amended. The final report shall consist of (1) a narrative of all work accomplished during the project period and (2) a completed Financial Status Report - Form 269 A covering the entire project period.

HUD will then send the Close-out Agreement and Close-out Certification to the Grantee. At HUD's option, the Grantee may delay initiation of project close-out until the resolution of any HUD monitoring findings. If HUD exercises this option the Grantee must promptly resolve the findings.

- B. The Grantee recognizes that the close-out process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any review in any way possible, including making available records requested by HUD and the project for on-site HUD inspection.

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The Administrative Agent if any:
- C. Special Conditions:  
NONE

U.S. Department of Housing  
and Urban Development

City of Salt Lake City  
The Honorable Ross C. Anderson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Donald P. Mains  
Deputy Assistant Secretary  
for Economic Development

Ross C. Anderson  
Title Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 11/14/2005  
By J. Spindler





**Assistance Award/Amendment**

**U.S. Department of Housing and Urban Development**  
Office of Administration

1. Assistance Instrument  Cooperative Agreement  Grant  
 2. Type of Action  Award  Amendment

3. Instrument Number 8-05-SP-UT-0318  
 4. Amendment Number  
 5. Effective Date of this Action  
 6. Control Number

7. Name and Address of Recipient  
 City of Salt Lake City  
 451 South State Street, Room 406  
 Salt Lake City, UT 84111  
 EIN: 87-6000279

8. HUD Administering Office  
 CPD, EDI Special Project Division  
 451 7th Street, SW, Rm 7146  
 Washington, DC 20410-7000

8a. Name of Administrator  
 8b. Telephone Number

10. Recipient Project Manager  
 Ross C. Anderson

9. HUD Government Technical Representative  
 Angela Dyer 202-708-3773, Extensi 7111

11. Assistance Arrangement  Cost Reimbursement  Cost Sharing  Fixed Price  
 12. Payment Method  Treasury Check Reimburseme  Advance Check  Automated Clearinghouse  
 13. HUD Payment Office  
 Chief Financial Officer

14. Assistance Amount

Previous HUD Amount	
HUD Amount this Action	\$496,000.00
Total HUD Amount	\$496,000.00
Recipient Amount	
Total Instrument Amount	\$496,000.00

15. HUD Accounting and Apropriation Data

15a. Appropriation Number	15b. Reservation Number EID 05
Amount Previously Obligated	
Obligation by this Action	\$496,000.00
Total Obligation	\$496,000.00

16. Description  
 by Salt Lake City, Utah for renovation of Historic Pioneer Park

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044  
 (B) Grant Agreement

**Special Condition**

**Please contact Howard Kutzer - HUD Area Environmental Officer at 303-672-5285, concerning environmental review. NO FUNDS may be drawn down prior to environmental release of funds approval.**

17.  Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.  
 18.  Recipient is not required to sign this document.

19. Recipient (By Name):  
 The Honorable Ross C. Anderson

20. HUD (By Name):  
 Donald P. Mains

Signature & Title: Mayor of Salt Lake City  
 Date:

Signature and Title: DAS for Economic Development  
 Date:

**FY 2005 EDI-SPECIAL PROJECT NO. B-05-SP-UT-0318**

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The Administrative Agent if any:
- C. Special Conditions:  
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U.S. Department of Housing  
and Urban Development

City of Salt Lake City  
The Honorable Ross C. Anderson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Donald P. Mains  
Deputy Assistant Secretary  
for Economic Development

Ross C. Anderson  
Title Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Salt Lake City Attorneys Office  
Date 11/14/2005  
By [Signature]





**Assistance Award/Amendment**

**U.S. Department of Housing and Urban Development**  
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment																					
3. Instrument Number B-05-SP-UT-0318	4. Amendment Number	5. Effective Date of this Action	6. Control Number																				
7. Name and Address of Recipient City of Salt Lake City 451 South State Street, Room 406 Salt Lake City, UT 84111 EIN: 87-6000279		8. HUD Administering Office CPD, EDI Special Project Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																					
		8a. Name of Administrator	8b. Telephone Number																				
10. Recipient Project Manager Ross C. Anderson		9. HUD Government Technical Representative Angela Dyer 202-708-3773, Extensi 7111																					
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimburseme <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																					
14. Assistance Amount		15. HUD Accounting and Apropriation Data																					
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Signature & Title: Mayor of Salt Lake City		Date:	Signature and Title: DAS for Economic Development																				
		Date:																					



**Attachment C**  
**Grant Application**

**APPLICATION FOR FEDERAL ASSISTANCE**

Version 7/03

<b>1. TYPE OF SUBMISSION:</b> Application		<b>2. DATE SUBMITTED</b> August
<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	<b>3. DATE RECEIVED BY STA</b>
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction	<b>4. DATE RECEIVED BY FEI</b>
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	

*Original  
Signature  
for  
Recorder*

**5. APPLICANT INFORMATION**

Legal Name: Salt Lake City Corporation	Organizational Unit: Department: Community Development Department
Organizational DUNS: 07-295-7822	Division: Housing and Neighborhood Development Division
Address: Street: 451 South State Street, Room 406	Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Ms. First Name: LuAnn
City: Salt Lake City	Middle Name
County: Salt Lake County	Last Name Clark
State: Utah	Zip Code 84111
Country: United States of America	Email: luann.clark@slcgov.com

**6. EMPLOYER IDENTIFICATION NUMBER (EIN):**  
87-6000279

Phone Number (give area code) (801) 535-6136	Fax Number (give area code) (801) 535-6131
---	---

**8. TYPE OF APPLICATION:**  
 New  Continuation  Revision  
If Revision, enter appropriate letter(s) in box(es)  
(See back of form for description of letters.)  
Other (specify)

**7. TYPE OF APPLICANT:** (See back of form for Application Types)  
C. Municipal  
Other (specify)

**9. NAME OF FEDERAL AGENCY:**  
U.S. Department of Housing and Urban Development

**10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:**  
TITLE (Name of Program):  
FY2005 Economic Development Initiative - Special Project

**11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:**  
Renovation of Historic Pioneer Park in Salt Lake City, Utah

**12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):**  
Salt Lake City

**13. PROPOSED PROJECT**  
Start Date: October 1, 2005  
Ending Date: September 30, 2007

**14. CONGRESSIONAL DISTRICTS OF:**  
a. Applicant UT01, UT02  
b. Project UT01

**15. ESTIMATED FUNDING:**

a. Federal	\$	496,000 <sup>00</sup>
b. Applicant	\$	0 <sup>00</sup>
c. State	\$	0 <sup>00</sup>
d. Local	\$	0 <sup>00</sup>
e. Other	\$	0 <sup>00</sup>
f. Program Income	\$	0 <sup>00</sup>
g. TOTAL	\$	496,000 <sup>00</sup>

**16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?**  
a. Yes.  THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON  
DATE:  
b. No.  PROGRAM IS NOT COVERED BY E. O. 12372  
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

**17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?**  
 Yes If "Yes" attach an explanation.  No

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.**

**a. Authorized Representative**

Prefix Honorable	First Name Ross	Middle Name C.
Last Name Anderson	Suffix	
b. Title Mayor	c. Telephone Number (give area code) (801) 535-7743	
d. Signature of Authorized Representative	e. Date Signed August 23, 2005	

Previous Edition Usable  
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APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date: 8/17/2005  
By: *[Signature]*

Standard Form 424 (Rev.9-2003)  
Prescribed by OMB Circular A-102

# Applicant Assurances and Certifications

# U.S. Department of Housing and Urban Development

OMB Approval No. 2501-0017  
(expires 03/31/2005)

## Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual must provide the following assurances and certifications. By submitting this form, you are stating that to the best of your knowledge and belief, all assertions are true and correct.

As the duly authorized representative of the applicant, I certify that the applicant [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

Name: Ross C. Anderson, Title: Mayor  
Organization: Salt Lake City Corp., Date: 08/23/2005

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the applicant to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR Part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR Part 8, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR Part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR Part 24 and 24 CFR 42, Subpart A.

6. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR parts 50 or 58.

7. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all sub awards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

These certifications and assurances are material representations of the fact upon which HUD can rely when awarding a grant. If it is later determined that, I the applicant, knowingly made an erroneous certification or assurance, I may be subject to criminal prosecution. HUD may also terminate the grant and take other available remedies.

## **LEGAL REQUIREMENTS:**

### **A. REQUIREMENTS UNDER THE CONSOLIDATED APPROPRIATIONS ACT OF 2005 (PL 108-447) (THE ACT)**

#### **Limitations on Administrative and Operational Expenses**

There are several key provisions of the Act of which you should be aware. First, the Act contains the following language with regard to administrative costs payable with the grant funds:

“That unless explicitly provided for under this heading, ...not to exceed 20 percent of any grant made with funds appropriated under this heading...shall be expended for planning and management development and administration.”

The 20 percent limitation is applicable to the EDI Grant Amount specified above and encompasses general management expenses associated with administration of the grant as well as direct project delivery costs, including, but not limited to:

- Project financing fees, expenses, taxes and insurance;
- Development and construction management fees and costs;
- Professional services necessary to implement the project (e.g., architectural, engineering, surveying, appraisal, legal, accounting, etc.); and
- On-site services during construction (e.g., security, temporary utilities, etc.)

Second, in describing the use of EDI funds the Act states that: “none of the [EDI] funds provided under this paragraph may be used for program operations.” The intent of Congress expressed by this language is to ensure that EDI grant recipients use the EDI funds solely for construction, rehabilitation and other “hard cost” activities as authorized in the specific appropriation of the grant funds.

You must prepare a simple project budget statement identifying the use of the EDI funds. Please keep the administrative and operational cost limitations in mind as you prepare your project budget.

#### **Limitation on Reimbursement of Incurred Costs**

The Act requires that funds provided for projects shall not be used for reimbursement of expenses incurred prior to enactment of the Act on December 8, 2004.

## **B. REGULATIONS THAT APPLY TO YOUR GRANT:**

1. 24 CFR Part 85 and OMB Circulars A-87 and A-133 apply to State and Local Governments and Indian Tribal Governments.
2. 24 CFR Part 84 and OMB Circulars A-122 and A-133 apply to Academic Institutions, Hospitals, and Non-Profit Organizations.
3. 24 CFR Part 58 concerning environmental review of your project applies to all Congressional Grant Recipients.
4. Davis-Bacon requirements apply only when your project is supported with other funds that require adherence to the Davis-Bacon Act.

## **C. REGULATIONS THAT DO NOT APPLY TO YOUR GRANT:**

1. HUD regulations for the competitive Economic Development Initiative and the Community Development Block Grant programs.
2. Davis-Bacon requirements, *unless* your project is also supported by other funds which do require adherence to the Davis-Bacon Act.

## **D. ENVIRONMENTAL REVIEW REQUIREMENTS:**

HUD reminds all applicants that no EDI grant funds may be committed to a project and no EDI grant funds can be drawn down for the project until an environmental review has been completed.

This environmental review must be done by a "responsible entity" [(24 CFR 58.2 (7))], which is normally the unit of general local government within which the project is located that exercises land use responsibility, or the Indian Tribe or Alaskan Native Village jurisdiction within which the project is located that exercised land use responsibility.

If you plan to use your EDI-Special Project funds for such work as architectural and engineering or technical assistance, then the environmental review by a responsible entity may be as simple as documenting that these activities are excluded from any further review.

If, however, your EDI-Special Project involves, for example acquisition or disposition of real property, change in land use or physical change of land or buildings, HUD's release of funds to your bank account **may not** occur until HUD has received and approved an environmental certification by a unit of general local government, an Indian Tribe or an Alaskan Native Village with jurisdiction over the project, or in some instances the county or state, if HUD so determines.

**Additional information about the mandatory environmental review is provided in Attachment II of this Application Kit, along with a listing of the local HUD Field Environmental Officer in your jurisdiction.**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <p style="text-align: center;"><b>***NOT APPLICABLE***</b></p>
Congressional District, if known: <sup>4c</sup>		Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
<small>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## Renovation of Historic Pioneer Park

**Project Goals.** The goal of the renovation is to design and construct a multi-use public promenade and an informal event area within the 10-acre historic Pioneer Park. These construction elements represent Phase I of three phases of the complete renovation of Pioneer Park. Pioneer Park is an urban green space in downtown Salt Lake City with a tennis court, a basketball court, three volleyball courts, a bocce ball court, playground, and restrooms. In addition, the Downtown Farmers Market utilizes the northeast quadrant of the park in the summer for vendor space. The renovations follow the concepts identified by the Final Use Plan for the park that the City prepared in collaboration with a citizen stakeholder group in 2003. The restoration of the park will benefit the community by introducing design elements that preserve the park landscape, preserve the historical character, tell a history story, make the park accessible and safe for public use and enliven the park by introducing activity centers.

**Historic Significance.** Mormon pioneers established a fort at this location a week after their arrival in 1847. The early settlers expanded the fort to meet the needs of the growing settlement, and eventually the fort covered 30 acres with 450 log cabins enclosed by an adobe wall. No physical evidence of the fort survives although there are many written accounts of the layout of the fort in diaries and pioneer histories. After 1890, the fort site was used as a playground area. The site was designated formally as a city park on July 24, 1898. Pioneer Park was listed on the National Register in 1972 and became a city landmark site when the Historic Landmarks Commission Ordinance was passed by the City in 1976. Currently, the park serves the community most dominantly as an urban green space.

**Community Needs.** Pioneer Park is located in the Central City Community. The Central City Community is a complex mixture of old and new residential areas and is a center for business and industry. The character and use of Pioneer Park changed over the years as the neighborhood transitioned into a predominantly industrial and commercial area. The neighborhood has experienced a burgeoning growth of residential development and other commercial revitalization since the early 1990's. Three new condominium developments are under construction across from Pioneer Park. The Gateway, a pedestrian-oriented, mixed-use, urban neighborhood development, is located within two city-blocks from the park and was completed in 2001. The City has upgraded the lighting for the park and has made enhancements to the public restroom facilities, tree plantings, and infrastructure to attract patrons back to Pioneer Park. However, the park remains an underutilized green space in a community undergoing revitalization.

**Scope of Work.** The scope of work for Phase I (see attached map) of the renovation of historic Pioneer Park includes:

- Construction of a multi-use walkway along the perimeter of the park. A concrete skate oval is planned for the outer track of the walkway. A decomposed gravel corridor is designated along the inner portion of the walkway for use by pedestrians, joggers, and as vendor space for the Downtown Farmers Market (\$300,000);
- Upgrades to sprinkler irrigation to correspond to the new foot print of the multi-use walkway (\$120,000);
- Installation of bicycle racks throughout the Phase I work area (\$10,000);
- Installation of trash receptacles throughout the Phase I work area (\$4,000);
- Planting trees throughout the Phase I work area (\$28,000); and

## Renovation of Historic Pioneer Park

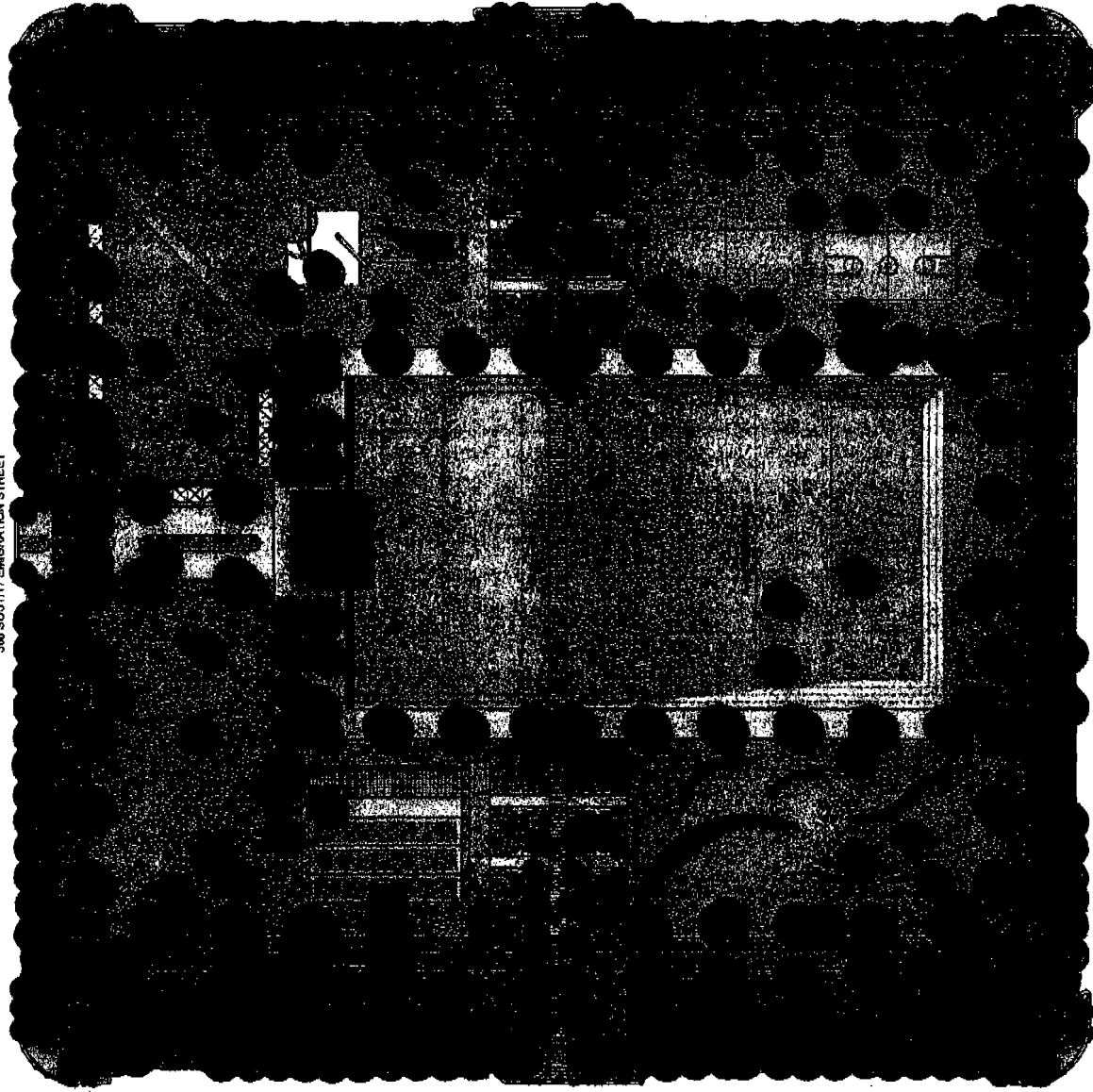
- Installation of drinking fountains throughout the Phase I work area (\$10,000); and
- Upgrades to curb and gutter to improve pedestrian accessibility to the multi-use walkways and activity centers (\$24,000).

*Project Budget Statement.* The total estimated cost of Phase I is \$1,096,000. The U.S. Department of Housing and Urban Development Economic Development Initiative funds, totaling \$496,000, will be used for hard construction costs of Phase I of the renovation of historic Pioneer Park as outlined in the Scope of Work. The balance of the Phase I project budget (\$600,000) will be funded by the Salt Lake City Capital Improvement Program. The Capital Improvement Program funds will be used for design, bidding, surveying, historical research/monitoring, landscaping, lighting and power upgrades, benches, dog park and fence, construction management, and project administration.

### Budget for HUD/Economic Development Initiative Funds

<u>Line Item</u>	<u>Description of Work</u>	<u>Cost</u>
Construction		
	Concrete sidewalks	\$150,000
	Decomposed gravel corridor	\$150,000
	Sprinkler irrigation upgrades	\$120,000
	Curb and gutter improvements	\$24,000
	New tree plantings	\$28,000
	Bicycle racks	\$10,000
	Drinking foundations	\$10,000
	Trash receptacles	\$4,000
	<b><u>TOTAL</u></b>	<b><u>\$496,000</u></b>

300 SOUTH / EMIGRATION STREET



300 WEST  
PIONEER GATE

400 SOUTH

400 WEST

**[Shaded Area]** = PHASE 1 WORK AREA & SCOPE

# SALT LAKE CITY CORPORATION

A. LOUIS ZUNGUZE  
PLANNING DIRECTOR

ROSS C. ANDERSON  
MAYOR

CHERI COFFEY, AICP  
DEPUTY PLANNING DIRECTOR

COMMUNITY DEVELOPMENT  
PLANNING AND ZONING DIVISION

DOUGLAS L. WHEELWRIGHT, AICP  
DEPUTY PLANNING DIRECTOR

## MEMORANDUM

**To:** Elizabeth Myers, Grants Acquisition and Project Coordinator

**From:** Marilyn Lewis, Environmental Planner *ML*

**Date:** August 12, 2005

**Subject:** Renovation of Historic Pioneer Park in Salt Lake City, Utah.  
Grant Number # B-05-SP-UT-0318

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The environmental review process has begun on the aforementioned project. However, additional physical information, as well as identification of other required review processes for this project has been requested in order to complete the environmental review. Once the environmental review has been completed all appropriate noticing, and a request that funds be released will occur according to Housing and Urban Development's prescribed time frames. As is the typical practice, all information will then be forwarded to Mr. Howard S. Kutzer, the Regional Environmental Officer in Denver, Colorado.

If the scope or project description changes, please notify me before completion of the Environmental Review Process. If you have any questions, please call me at 535-6409.

cc: LuAnn Clark, Director HAND  
Karen Wiley, Grant Financial Administrator

**Acknowledgment of Receipt  
of Application for A  
FY 2005 EDI – SPECIAL PROJECT Grant**

U.S. Department of Housing  
and Urban Development  
Washington, DC 20410

Type or clearly print your name and return address in the space below.

Ms. LuAnn Clark, Director, H.A.N.D.

Salt Lake City Corporation

451 South State Street, Room 406

Salt Lake City, Utah 84111

---

fold line

**To Be Signed/Dated Below by HUD Processing and Control Branch, Room 7251, 451  
Seventh Street, SW, Washington, DC 20410:**

We have received your application for a FY 2005 grant. The Congressional Grants Division will review your application and contact you if any more information is needed. Otherwise, you should receive an approval package in the near future.

Processor's Name: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_

