

SALT LAKE CITY COUNCIL STAFF REPORT

BUDGET AMENDMENT #5 – FISCAL YEAR 2004-05

DATE: February 11, 2005

SUBJECT: Fiscal Year 2004-2005 Budget Amendment #5

STAFF REPORT BY: Sylvia Jones and Gary Mumford

CC: Cindy Gust-Jenson, Rocky Fluhart, Sam Guevara, Steve Fawcett, Chief Dinse, Chief Querry, David Dobbins, Jerry Burton, John Vuyk, Gordon Hoskins, Elwin Heilmann, Luann Clark, Tim Harpst, Krista Dunn, Shannon Ashby, Sherrie Collins, Laurie Donnell, Susi Kontgis, and Kay Christensen, Marge Harvey, Jan Aramaki and Lehua Weaver

The briefing and discussion of the fifth budget amendment for fiscal year 2004-2005 is scheduled for February 15, 2005. The proposed amendment includes **several state and national grants relating to public safety, youth programs, and street improvements.**

On March 1, 2005, the Council may wish to set the date of March 8, 2005 for a public hearing.

In December of 2003, the City Council passed a resolution requesting that the Administration provide a revenue forecast at least four times each fiscal year with one revenue forecast report in conjunction with each quarterly budget amendment request. The Administration has prepared a brief response. Please see attached Council staff memo and the Administration's transmittal.

In an effort to make the review of the budget openings more expedient, Council staff has attempted to categorize budget opening items as follows where possible:

- “New” – those items that are new issues that the Council may have discussed but now need budget appropriation to be carried out.
- “Housekeeping” -- those items that are strictly accounting actions and do not have policy implications. These include transfers internal to the City.
- “Donation” -- those items that are donations that require Council appropriation to be used, are consistent with previous Council discussions, or do not have policy implications.
- “Grant providing additional staff resources” – those grants that provide additional staff positions and require a City match. These generally have policy implications because they may add a new service or create an expectation that the City will fund the position after the grant has expired.
- “Grant requiring existing staff resources” -- those grants that will require the City's existing staff to complete a specific project. (Some of these could have policy implications, since employees involved with these projects have less time to focus on other projects within the scope of their work.)

MATTERS AT ISSUE

Issue #A-1: One-time Contribution to the Housing Authority of Salt Lake (\$30,000 – General Fund) (“New Item”)

In December of 2004, the Housing Authority of Salt Lake (HASLC) received notification that the US Dept. of Housing and Urban Development (HUD) that the funding for the Section 8 Housing Choice Voucher Program would be significantly reduced in 2005 as compared to the previous year. At a briefing on January 6, 2005, the Housing Authority director suggested that Salt Lake City contribute \$30,000 to assist with this emergency. During the briefing, the Council requested that the Administration prepare the necessary budget amendment to fund \$30,000 from fund balance of the general fund. A study was completed as required by state law (10-8-2), and a separate public hearing will be held for this issue.

The Administration recommends that the Council appropriate the funds to facilitate this request and adopt a resolution authorizing the Mayor to execute the grant agreement.

Issue #A-2: Special Improvement District, 900 South 900 East – Create Budget for Property Owner Portion (\$350,000 – CIP Fund) (“Housekeeping”)

During the FY 04-05 CIP process, \$500,000 of CIP funding was awarded for the 900 South 900 East Streetscape Enhancement project. The Special Improvement District (SID) component was not included in the budget approval. **This action will establish the budget for the property owners’ portion.**

The Administration recommends that the Council adopt the budget to receive the property owners’ portion of the SID.

Issue #A-3: Request for funds for Underground Streetlighting Conduit -- Utahna Street Improvement Project Phase 2, Emery Street, California to Utahna – (\$25,000 – CIP Contingency Fund) (“New Item”)

During the FY 04-05 CDBG process, \$355,000 of CDBG funding was awarded for the reconstruction of Utahna Drive Phase 2, Emery Street. A request for underground streetlighting conduit funding was not included in this Phase 2 request. The Council previously approved \$70,000 of CIP for costs associated with the installation of underground streetlighting conduit for Utahna Phase I, and there are associated cost savings if the City installs the conduit for Phase 2 during construction. **Approval of this request would maintain the consistency of the entire Utahna Street Improvement project by providing underground conduit for Phase 2, Emery Street, California Ave. to the south leg of Utahna Drive.**

The Administration recommends that the Council appropriate the funds to facilitate this project.

Issue #A-4: 1300 South Viaduct Rehabilitation Project (\$160,000 – CIP Class “C” Fund) (“New Item”)

This project is included in the FY 05-06 Class “C” Fund requests. **Expedited budget approval is being proposed now to allow for emergency repairs to the bridge.** Significant structure deterioration was identified recently in the bridge rehabilitation study. The work includes repairs to the bridge expansion joints, drainage system, bridge deck, as well as additional testing. The City will work with the Utah Department of Transportation to develop a plan for financing, which may include federal highway funding.

The Administration recommends that the Council appropriate the funds to facilitate this project.

Issue #A-5: Asphalt Overlay on Various City Streets (\$1,500,000 – CIP Class “C” Fund) (“New Item”)

This request is included in the FY 05-06 requests for Class C funding. As in prior years, expedited budget approval of this project is being proposed to allow the work to begin in the spring of 2005 and be completed during the 05-06 construction season. The asphalt overlay will be performed on various City streets. (Please see the Administration’s transmittal for a listing of street locations.) The work will increase pavement life, provide smoother street surfaces and enhance streetscape appearance. ADA ramps will be constructed and deteriorated curb and gutter will be replaced. This request also includes \$100,000 to design the FY 06-07 Overlay Project.

The Council has previously requested information on the Administration’s approach to prioritizing street and ADA work. The Council may wish to ask about the timing of the response and status of the report.

The Administration recommends that the Council appropriate the FY 05-06 Asphalt Overlay Class “C” budget to facilitate this project.

Issue #A-6: Fremont Avenue Bridge Replacement Project (\$8,000 – Class “C” Cost Overrun) (“New Item”)

The Fremont Avenue Bridge Replacement project was funded through the Federal Bridge Replacement funding, requiring a match from the City of 20%. Additional work orders and cost increases were incurred requiring the City to increase its match. The extra costs include keystone wall installation, sidewalk and fence modifications, heating of lower deck/web walls and an increase in construction inspection fees. The project is complete, and the City will pay UDOT, since federal highway funded projects are administered through UDOT. **The Council may wish to request clarification of the timing of this request since this project has already been completed.**

The Administration recommends that the Council appropriate the necessary funding from the Class “C” Overrun account and increase the budget to facilitate the City’s match for this project.

Issue #A-7: Gladiola Street Improvements, 900 South to California Avenue (\$500,000 – CIP Fund Impact Fees and CIP Fund Class “C” Funding) (“New Item”)

This project is included in the FY 05-06 Class “C” funding and Westside Roadway Impact Fee funding requests. **Expedited budget approval of this project is proposed to allow coordination of street improvements on Gladiola Street, 900 South to California Avenue in conjunction with two private development projects located adjacent to the Gladiola and 900 South intersection.** Widening and improvement of these two streets will be accomplished in conjunction with curb, gutter and pavement installation by Ace Disposal and Geneva Pipe.

The Council has approved advance Class “C” budget appropriation in the past, and this request is consistent with the Council’s policy of making funds available so that the City can receive favorable construction bids. The Administration recommends that the Council appropriate the necessary funding to facilitate this project.

Issue #A-8: Private Donation for Unity Center Land Purchase (\$320,000 – Private Donation) (“New Item”)

The City used a portion of the Unity Center Trust funds to purchase property adjacent to the LDS Church building. The purchase was made with the understanding that a private donor would reimburse the City for the full cost of the property. The total cost is \$320,000 including closing costs.

The Administration recommends that the Council accept the donation so that the funds can be placed in the trust account.

Issue #A-9: Purchase of Preservation Easement – Airport Wetlands (\$12,344 – CIP Open Space Fund Balance) (“New Item”)

The Airport is acquiring approximately 116 acres of property located north of Runway 17/35 at approximately 2200 North and 3200 West to reduce the possibility of future non-compatible land uses. The property will be acquired through a property exchange on a value-for-value basis with 620 acres of surplus land at the Airport’s wetlands mitigation site and a cash differential payment. A permanent deed of conservation easement is to be placed on the 620 acres, and also a 30-foot public access easement for a possible future trail. Federal airport regulations require the City’s governmental funds to compensate the Airport for the trail easement. The difference will be funded from the CIP Open Space Fund.

The Administration recommends that the Council appropriate the funds to facilitate the project. The Council will be receiving a briefing on the land acquisition in the near future.

Issue #A-10: Purchase of Property at 200 East 600 South (\$440,000 – CIP Surplus Land Account) (“New Item”)

In 1995, and approximately every two years thereafter, the City purchased property at the southeast corner of 600 South and 200 East for assemblage purposes in order to build a City-owned facility. The two remaining properties under private ownership have become available to the City. The Administration recommends that the City pursue acquisition of the remaining properties in order to hold the entire corner for future development or potential resale.

The Administration recommends that the Council appropriate the necessary funds to facilitate the purchase of the property.

Issue #A-11: Street Lighting Power Cost Increase (\$255,000 – General Fund) (“New Item”)

Utah Power and Light has adjusted its monthly billings to the City for street light power to accurately reflect the City’s street light inventory and the rate charged for each type of light. The increase in cost to the City is approximately \$25,000 a month or \$300,000 annually. This issue was discussed during the FY 04-05 budget process; however, no changes to the maintenance and power accounts were budgeted because of Utah Power’s inability to change their billings. The corrections to the billings have now been made.

The Administration recommends that the Council increase the budget and appropriate the funds to facilitate the increase in monthly billings.

Issue #A-12: Relamping of Light Fixtures at Plaza 349 (\$67,500 – Fund Balance) (“New Item”)

The Administration recommends replacing the light fixtures at Plaza 49 with new energy-efficient ballasts and parabolic lamp fixtures. This project corresponds with the City’s energy saving initiatives. According to the Administration, Utah Power has studied the

project and concluded that the replacement costs would be recovered within 3.2 years. Utah Power has agreed to reimburse the City for \$20,900 (approximately 30%) of the project cost. According to Utah Power, the City will have an annual savings of \$14,250 once the project is completed.

The Administration recommends that the Council appropriate the necessary funds to facilitate this request from fund balance of the general fund. The reimbursement for Utah Power will not be received until fiscal year 2005-06.

Issue #A-13: Request from Salt Lake County for Reimbursement of Salt Palace Expansion Permit Fees (\$47,840.50 – General Fund) (“New Item”)

Salt Lake County has requested a reimbursement for fees paid to the City for Phase I of the Salt Palace Expansion. The County’s request includes a refund of \$46,588.50 in building permit fees, \$30,382.53 in plan review fees, and \$42,648.12 in impact fees, for a total refund of \$119,619.15.

The Administration recommends reimbursing Salt Lake County for building permit fees of \$47,840.50 (the actual amount paid to the City) per the Building Permit Fee Refund Protocol. The Administration is not recommending a refund of plan review or impact fees, as there is no provision for this in City ordinance.

The Administration recommends that the City Council approve the budget adjustment to facilitate the reimbursement to Salt Lake County.

Issue #A-14: Assistant to the Mayor – Policy, Writing and Special Projects (\$10,130 – General Fund) (“New Item”)

The Mayor’s Office is requesting to hire 1 FTE to perform and coordinate analytical work and research on policy issues and initiatives for the Mayor’s Office. Among other duties, this individual would coordinate with organizations to form a refugee program for Salt Lake City, research and coordinate writing grant proposals, work as a liaison between the Salt Lake City Mayor’s Office, the Salt Lake County Mayor’s Office, and Salt Lake County officials to research and resolve community issues and concerns. This individual would also assist SLCTV in the production and scheduling of City department updates, events and informational material to aid in the communication between Salt Lake City and the community. Details are included in the Administration’s transmittal.

Funding requirements through the end of FY 04-05 will be approximately \$10,130. The FY 05-06 funding requirements will be approximately \$50,665. *The Council may wish to ask the Administration whether the duties of the FTE are duplicated in other City departments.* The Administration recommends that the Council appropriate the funds. One FTE is associated with this request.

The following is the adopted budget for the Mayor's Office for each fiscal year from 1999 to 2005: Changes in positions in this table do not include all reclassifications or title changes. Some of the changes may have been made in mid-year budget amendments, but are reflected below in the next annual budget. Total FTEs do not include the Mayor's position.)

Mayor's Office Adopted Budgets and Changes in Authorized Positions				
Fiscal Year	Adopted Budget	Percent Change	FTEs	Positions Added, Eliminated, or Transferred
1998-99	\$1,337,137		18	
1999-00	\$1,348,739	0.9%	18	New position – Director of Community Action Teams Eliminated (.5 FTE) – Special Assistant to the Mayor Eliminated (.5 FTE) – Constituent Services Specialist
2000-01	\$1,487,182	10.3%	19	New position – Office Facilitator New position – Director of Youth Programs New position – Office Admin. Asst – Youth Programs Eliminated – Director of Community Action Teams Eliminated – Neighborhood Services Coordinator
2001-02	\$1,558,507	4.8%	20	New position – Office Staff Assistant New position – Minority Affairs Liaison New position – YouthCity Program Coordinator New position – Youth Employee Program Coordinator Eliminated – Office Facilitator Eliminated – Constituent Services Eliminated – Executive Office Assistant
2002-03	\$1,582,831	1.6%	20	
2003-04	\$1,379,531	(12.8%)	18	Transferred out – Director of Youth Programs Transferred out – Youth Program Coordinator
2004-05	\$1,495,039	8.4%	16	New position – Economic Development Manager Transferred in – Senior Advisor for Economic Dev Transferred out – YouthCity Program Coordinator Transferred out – Youth Employee Program Coordinator Eliminated – Policy and Research Analyst Eliminated – Minority Affairs Liaison

The positions transferred out in 2003-2004 / 2004-2005 (Director of Youth Programs, Youth Program Coordinator, YouthCity Program Coordinator, and Youth Employee Program Coordinator) still exist within the City's workforce. They are housed in the Department of Public Services.

Issue #B-1: Grant from the U.S. Department of Education – YouthCity Program (\$52,500 -- Misc. Grant) ("Grant Requiring Existing Staff Resources")

In FY 03-04, Public Services' YouthCity Program received a grant from the U.S. Department of Education for a five year period from 2003-2008 to continue and expand the current YouthCity programs. In December of 2004, the Council adopted the budget for the first year of the 5-year appropriation. This request is to adopt the second year of the 5-year appropriation.

\$37,500 of the appropriation will continue to fund salary and benefits for the Administrative Assistant, and hourly teacher positions. In addition, \$5,000 has been awarded for operations and maintenance, and \$10,000 for the YouthCity programs provided at Fairmont, Liberty, Central City, Sorenson Multi-Cultural Center and Glendale Middle School.

No additional FTE's are associated with this grant. The Council previously adopted a resolution that authorized the Mayor to accept the grant and sign all additional agreements and awards pertaining to this particular grant. The Administration recommends that the Council appropriate the necessary budget to facilitate the grant.

Issue #B-2: Grant from the State of Utah, Office of Victims Reparations Violence Against Women Grant (VAWA) (\$18,133.14 – Misc. Grant) (“Grant Requiring Existing Staff Resources”)

The Salt Lake City Police Department receives this grant annually from the State of Utah, Office of Crime Victims Reparations to fund partial costs of one part-time victim advocate position. The Police Department matches this grant with \$6,459 from their General Fund. The victim advocate responds nightly and on weekends to calls for service on behalf of victims of violent crime. Additionally, the position provides resources, referrals, support, education, court advocacy, case history research, and information to prosecutors and court staff.

No additional FTE's are associated with this grant; grant funding is paying for the benefits and wages for an existing FTE.

The Council previously adopted a resolution authorizing the Mayor to accept the grant and sign all additional agreements pertaining to this particular grant. The Administration recommends that the City Council accept the grant and appropriate the necessary budget to facilitate the grant.

Issue #B-3: Grant for Emergency Manager's Services (\$24,000 – Misc. Grant) (“Grant Requiring Existing Staff Resources”)

The Administration is requesting that the City Council appropriate \$24,000 in grant funds from the State of Utah, Division of Emergency Services and Homeland Security to help fund the Emergency Manager's position salary and benefits. The remaining costs of this position are funded within the Management Services General Fund budget. This is a continuation grant.

No additional FTE's are associated with this grant; grant funding is paying for the benefits and wages for an existing FTE.

The Council previously adopted a resolution authorizing the Mayor to accept the grant and sign all additional agreements pertaining to this particular grant. The Administration recommends further that the City Council appropriate the necessary budget to facilitate the grant.

Issue #B-4: Grant for Metro Fire Investigation Task Force (\$15,000 – Misc. Grant Fund) (“Grant Requiring Existing Staff Resources”)

The Fire Department receives this grant annually from the U.S. Department of Justice to assist the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) by participating in the Metro Fire Investigations Task Force. The task force coordinates the efforts of various fire and law enforcement agencies as they investigate valley-wide fires to determine cause and origin. The grant funds reimburse the Salt Lake City Fire Department for overtime expenses incurred while providing resources to assist ATF in the task force operations.

No additional FTE's are associated with this grant.

The Council previously adopted a resolution authorizing the Mayor to accept the grant and sign all additional agreements pertaining to this particular grant. The Administration recommends that the City Council accept the grant and appropriate the necessary budget to facilitate the grant.

Issue #D-1: Transfer of Copy Center Funds to the IMS Fund (\$49,072 – Internal Service Fund) (“Housekeeping”)

Prior to July 1, 2004, the City operated a copy center internal service fund. This fund was managed by the City’s Information Management Services Fund. The fiscal year 2004-05 budget included an operating transfer to the General Fund of \$81,540. Actual surplus funds in the copy center fund equaled \$130,612, or \$49,072 more than the budgeted transfer.

The Administration recommends that the City Council appropriate the necessary budget to transfer the surplus funds to the Information Management Services Fund. **The Council may wish to ask the Administration regarding the intended use of the surplus funds.** The Council may wish to appropriate the surplus funds for other Council priorities.

Issue #D-2: Guardsman Way Surplus (\$314,414.65 – CIP Fund) (“Housekeeping”)

Each year the City Council “recaptures” remaining appropriations from completed or closed capital improvement projects. The January 2005 budget amendment recaptured remaining appropriations from five CIP projects. The recapture for one of the projects was in error because even though there was a remaining budget, there wasn’t any cash. The Finance Division proposes reversing the January 2005 budget amendment for this item and closing out the project. The CIP fund balance is \$585,767. This transaction doesn’t impact CIP fund balance since a transfer of cash is not necessary to correct the error.

Issue #D-3: 500 West (200 South to 400 South) Project Closure and Use of Surplus CIP funds on Local Street Projects (\$994,548 – CIP Fund) (“New Item”)

Surplus funds of \$994,548 are available from closed out street projects. Because portions of this request have been a source of confusion in the past, the Council staff has asked the Administration to be prepared to address this issue during Tuesday night’s briefing.

Issue #D-4: CIP & CDBG Recapture (\$81,299.93 – CIP and CDBG Funds) (“Housekeeping”)

Each year the City Council “recaptures” remaining appropriations from completed or closed projects. Five CIP projects have remaining appropriations of \$79,182.84. One Class “C” street project has a remaining appropriation of \$844.51. The Community Development Block Grant (CDBG) fund had two completed projects with remaining funds of \$1,272.58.

In addition, this request reduces the remaining budgets in various old completed or closed CIP projects, which were constructed on a reimbursement basis (e.g., Landfill projects, SID projects, RDA projects, projects funded by grants). The City received reimbursements for only the amount of the actual construction. Remaining appropriations need to be eliminated. No cash is involved. The reduction is \$1,454,718.06.

Issue #D-5: Housing and Urban Development (HUD) Programs) (\$968,624.53 – Revolving Loan Fund) (“Housekeeping”)

Several Housing and Urban Development programs have received program income from repayment of loans. This action establishes a budget for those funds and allows the program income to be reallocated into the individual programs for continued programming. HUD Federal Guidelines require program income to be reallocated to programs that have the same eligible activity.

Issue #E-1: Interlocal Agreement between Salt Lake City and Salt Lake County – Utah Alcohol Foundation (\$62,348 – CDBG Fund) (“Grant Requiring Existing Staff Resources”)

The Utah Alcoholism Foundation was awarded \$33,091 in CDBG funds from the City and \$62,348 in CDBG funds from Salt Lake County. The funding will be used for building improvements to three facilities; the Women and Children’s Center, the House of Hope, and the Children’s Treatment Center. The interlocal agreement between the County and the City establishes that the City will take the lead in administering the contract for rehab construction for the building improvements. The improvements include windows, door replacement and bathroom ventilation at the Women and Children’s Center; bathroom rehab, driveway repair and HVAC upgrade at the House of Hope; and windows at the Children’s Treatment Center.

The Council previously adopted a resolution authorizing the Mayor to accept the grant and sign all additional agreements pertaining to this particular grant. The Administration recommends that the City Council accept the grant and appropriate the necessary budget to facilitate the grant.

Issue #E-2 Grant from the State of Utah, Dept. of Environmental Quality (\$10,000 – Misc. Grant Fund) (“Grant Requiring Existing Staff Resources”)

Management Services received a grant from the State of Utah, Department of Environmental Quality (DEQ) to assist the Salt Lake City School District to establish and implement an Environmental Management Systems (EMS) plan. According to the Administration, the City will hire a contractor to research and write the plan, including ‘best practices’ for schools. ***Council Members may wish to ask the Administration why City resources are being used to oversee the development of a plan for the School District.***

The Administration recommends that the Council adopt a resolution authorizing the Mayor to accept the grant and sign all additional agreements pertaining to this particular grant. The Administration further recommends that the Council appropriate the necessary budget to facilitate the grant.

Issue #E-3: Grant from the U.S. Department of Housing and Urban Development, Economic Development Initiative (EDI) – 900 South 900 East Streetscapes (\$99,410 – Misc. Grant Fund) (“Grant Requiring Existing Staff Resources”)

Community Development received a grant from the U.S. Dept. of Housing and Urban Development (HUD) for streetscape improvements to the intersection at 900 South and 900 East. The funds will be used for sidewalk repair, installation of ADA corner ramps, updated traffic signals, pedestrian scale streetlights and countdown signals, replacement of bus benches and new landscaping. These improvements will be made in conjunction with the other work planned for the 9th and 9th area.

The agreement for this grant has not yet been finalized. The Administration anticipates that the paperwork will be finalized and received in time for the upcoming public hearing on March 8, 2005. If the documentation is unavailable at the time of the public hearing, this item will be pulled from the agenda.

The Administration recommends that the Council appropriate the funds to facilitate this request and adopt a resolution authorizing the Mayor to execute the grant agreement.

Issue #E-4: Grant from UDOT for Street Improvements – North Temple Viaduct at 600 West (\$40,000 – CIP Fund) (“Grant requiring no staff resources”)

As a reminder, this item was originally included in the transmittal for Budget Amendment #4; however, at the time of the budget amendment public hearing, the Administration had not received the paperwork from UDOT, and the item was pulled from the agenda.

The Utah Department of Transportation (UDOT) and the Salt Lake City Redevelopment Agency (RDA) agreed to provide improvements to the North Temple Viaduct at 600 West. The improvements include new safety lighting, ADA sidewalk replacement, asphalt, concrete curb and gutter and other drainage improvements. The RDA budgeted \$60,000 and UDOT agreed to provide an additional \$13,320. Construction plans have been finalized and Engineering’s construction estimate indicates that additional funds are necessary. UDOT has agreed to provide an additional \$40,000 for this project.

The Administration recommends that the Council appropriate the funds to facilitate this request and adopt a resolution authorizing the Mayor to execute the grant agreement.

The Administration anticipates that the paperwork will be received in time for the upcoming public hearing on March 8, 2005. If not, this item will be pulled from the agenda.

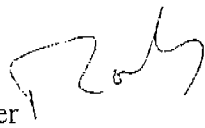
ROCKY J. FLUHART
CHIEF ADMINISTRATIVE OFFICER

SALT LAKE CITY CORPORATION

FEB 08 2005
ROSS C. ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Dale Lambert, Chair
Salt Lake City Council

FROM: Rocky J. Fluhart, Chief Administrative Officer 

DATE: February 4, 2005

SUBJECT: Budget Amendment No. 5

Recommendation: We recommend that on March 1, 2005, the City Council set a date to hold a public hearing on March 15, 2005, to discuss Budget Amendment No. 5.

Discussion and Background: The attached amendment packet is transmitted to the City Council Office for the briefing on February 15, 2005.

Legislative Action: The attached ordinance to amend this budget has been approved by the City Attorney.

cc: Dan Mulé, City Treasurer
Shannon Ashby

SALT LAKE CITY ORDINANCE
No. _____ of 2005
(Amending Salt Lake City Ordinance No. 63 of 2004
which adopted the Final Budget of Salt Lake City,
including the employment staffing document,
for Fiscal Year 2004-2005)

AN ORDINANCE AMENDING SALT LAKE CITY ORDINANCE NO. 63 OF
2004 WHICH APPROVED, RATIFIED AND FINALIZED THE BUDGET OF SALT
LAKE CITY, UTAH, INCLUDING THE EMPLOYMENT STAFFING DOCUMENT,
FOR THE FISCAL YEAR BEGINNING JULY 1, 2004 AND ENDING JUNE 30, 2005.

PREAMBLE

On August 24, 2004, the Salt Lake City Council approved, ratified and finalized the budget of Salt Lake City, Utah, including the employment staffing document, for the fiscal year beginning July 1, 2004 and ending June 30, 2005, in accordance with the requirements of Section 118, Chapter 6, Title 10 of the Utah Code Annotated, and said budget, including the employment staffing document, was approved by the Mayor of Salt Lake City, Utah.

The City's Policy and Budget Director, acting as the City's Budget Officer, prepared and filed with the City Recorder proposed amendments to said duly adopted budget, including the amendments to the employment staffing document, copies of which are attached hereto, for consideration by the City Council and inspection by the public.

All conditions precedent to amend said budget, including the employment staffing document, have been accomplished.

Be it ordained by the City Council of Salt Lake City, Utah:

SECTION 1. Purpose. The purpose of this Ordinance is to amend the budget of Salt Lake City, including the employment staffing document, as approved, ratified and finalized by Salt Lake City Ordinance No. 63 of 2004.

SECTION 2. Adoption of Amendments. The budget amendments, including amendments to the employment staffing document, attached hereto and made a part of this Ordinance shall be, and the same hereby are adopted and incorporated into the budget of Salt Lake City, Utah, including the employment staffing document, for the fiscal year beginning July 1, 2004 and ending June 30, 2005, in accordance with the requirements of Section 128, Chapter 6, Title 10, of the Utah Code Annotated.

SECTION 3. Certification to Utah State Auditor. The City's Policy and Budget Director, acting as the City's Budget Officer, is authorized and directed to certify and file a copy of said budget amendments, including amendments to the employment staffing document, with the Utah State Auditor.

SECTION 4. Filing of copies of the Budget Amendments. The said Budget Officer is authorized and directed to certify and file a copy of said budget amendments, including amendments to the employment staffing document, in the office of said Budget Officer and in the office of the City Recorder which amendments shall be available for public inspection.

SECTION 5. Effective Date. This Ordinance shall take effect on its first publication.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2005.

CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

Transmitted to the Mayor on _____

Mayor's Action: _____ Approved _____ Vetoed

MAYOR

ATTEST:

CHIEF DEPUTY CITY RECORDER

(SEAL)

Bill No. _____ of 2005.

Published: _____

APPROVED BY CITY CLERK
Salt Lake City Attorney's Office
Date 2-7-05
By [Signature]

g:\ordinance 04\budget amendment #5 2004-2005

FY 2005 Initiatives in Budget Amendment #5 – March

Initiative Name	Initiative Amount	FY 2005		FY 2005 Gen. Fund Fund Balance Impact
		Gen. Fund Impact	FTE	
Section A	New Items			
1. Housing Authority Rental Assistance Program (TBRA)	\$30,000.00	\$30,000.00		\$30,000.00
2. SID 900 E and 900 S. Streetscape	\$350,000.00			
3. Utahna Drive Emery St to California Ave.	\$25,000.00			
4. 1300 S. Viaduct Rehabilitation	\$160,000.00			
5. Asphalt Overlay Class "C" 2005-06 Funding	1,500,000.00			
6. Fremont Ave. Bridge Replacement - Class "C"	\$8,000.00			
7. Gladiola St 900 S. to California Ave. – Class "C"	\$250,000.00			
8. Private Donation Land Purchase Unity Center	\$320,000.00			
9. Purchase of Preservation Easement Airport Wetlands	\$12,344.00			
10. Purchase of Property at 200 E. 600 S.	\$440,000.00			
11. Street Lighting Power Cost Increase	\$255,000.00	\$255,000.00		\$255,000.00
12. Energy Reduction at Plaza 349	\$67,500.00	\$67,500.00		\$67,500.00
13. County Permit Fee Refund on Salt Palace	\$47,840.50	\$47,840.50		
14. Assistant to the Mayor	\$10,130.00	\$10,130.00	1.0	\$10,130.00
Section B	Grants For Existing Staff Resources			
1. US Department of Education Supp Appropriation	\$52,500.00			
2. Office of Crime Victims Reparation Violence Against Women (VAWA)	\$18,133.14			
3. Emergency Managers Performance Grant	\$24,000.00			
4. Metro Fire Investigation Task Force	\$15,000.00			

FY 2005 Initiatives in Budget Amendment #5 – March

Initiative Name	Initiative Amount	FY 2005		FY 2005
		Gen. Fund Impact	FTE	Gen. Fund Fund Balance Impact
Section C	Grants For New Staff Resources			
Section D	Housekeeping			
1. Copy Center Transfer to IMS	\$49,237			
2. Guardsman Way Motor Fuel Bond Surplus	\$(314,414.65)			
3. 500 West Project Closure and Motor Fuel Bond	\$994,547.99			
4. CIP and CDBG Recapture CIP Budget Reduction Only	\$(81,299.93) \$(1,454,718.00)			
5. Program Income	\$968,624.53			
Section E	Grants Requiring No New Staff Resources			
1. County CDBG Utah Alcoholism Foundation	\$62,348.00			
2. Environmental Management System	\$10,000.00			
3. Economic Develop Initiative 900 E 900 S Streetscape	\$99,410.00			
4. No. Temple & 600 West UDOT Grant	\$40,000.00			

Initiative Name:

Housing Authority of Salt Lake City Tenant Based Rental Assistance Program (TBRA)

Initiative Number:

BA#5 FY2005 Initiative #A-1

Initiative Type:

New Item

Initiative Discussion:

On December 20, 2004, the Housing Authority of Salt Lake City (HASLC) was notified by the US Department of Housing and Urban Development (HUD) that their Section 8 program budget would decrease by \$740,810 beginning January 5, 2005. This cut will affect the HASLC's ability to provide housing subsidies for approximately 119 families during the month of January. The HASLC Board met and agreed to use \$60,000 from their reserve funds to enable continued subsidizing of their existing clientele through January. Additional reductions are not feasible and therefore, they are looking at other sources of funding to continue programming in the months following January.

The HASLC has requested a one-time contribution of \$30,000 from Salt Lake City to help alleviate this shortfall and the displacement of the 119 families that currently receive housing subsidies. It is anticipated that following January, the immediate need for additional funding will be met through attrition as those receiving Section 8 vouchers leave the Program. This contribution will be used as leverage for other funding sources, voucher contributions from the Salt Lake County Housing Authority and will provide needed funds for the month of March 2005 subsidies.

This action reduces the Fund Balance of the General Fund by \$30,000 and creates a new cost center/project in the Non-departmental to facilitate awarding the HASLC emergency funding for their Tenant Based Rental Assistance Program. The Doug Short analysis was required to prove that quid pro quo existed. This analysis has been done and a separate public hearing is being held for that issue.

It is recommended that the City Council adopt the necessary resolution authorizing the Salt Lake City Mayor to execute the grant agreement between the Housing Authority of Salt Lake City and Salt Lake City Corporation and to appropriate the funds to facilitate this project.

[illegible]

Initiative Name:

Special Improvement District - Property Owner Funds
900 So. And 900 East Streetscape Enhancement
Job No. 106018

Initiative Number:

BA#5 FY2005 Initiative #A-2

Initiative Type:

New Item

Initiative Discussion:

The 900 So. and 900 East Streetscape Enhancement project was awarded \$500,000 of CIP Funding in the 04-05 CIP Process. However, the Special Improvement District (SID) component was not included in the budget approval. This request would establish the budget for the property owners portion of the SID in the amount of \$350,000. Funds to be received by the abutting property owners.

It is recommended that the City Council adopt the necessary budget to receive the property owners funds for the 900 So. and 900 East SID and to facilitate the project.

BA#5 Fy2005 Initiative #A-2 SID 900 So 900 E1/25/2005:16 PM

Initiative Name:

Utahna Drive Phase 2, Emery Street -California to Utahna Job No. 102110

Initiative Number:

BA#5 FY2005 Initiative #A-3

Initiative Type:

New Item

Initiative Discussion:

Utahna Drive Phase 2, Emery Street was awarded \$355,000 of CDBG funding in FY-04-05. However, the request did not include funding for underground streetlighting conduit. During the 04-05 CIP Process, the City Council approved an additional \$70,000 of CIP to cover the costs associated with installation of underground streetlighting conduit for Utahna Phase I.

Approval of this \$25,000 request would maintain the consistency of the entire Utahna Street Improvement project by providing the underground conduit for Phase 2, Emery Street, California Ave. to the South leg of Utahna Drive. In addition, to add it during the course of the construction would provide a cost savings to future City funds.

It is recommended that the City Council adopt the necessary budget to facilitate the Utahna Phase 2, underground streetlighting conduit project.

5

Initiative Name:

1300 So. Viaduct Rehabilitation
Utah State Highway User Funds Class "C" 05-06
Job No. 107009

Initiative Number:

BA#5 FY2005 Initiative #A-4

Initiative Type:

New Item

Initiative Discussion:

This project is included in the 2005-2006 FY request for funding within the Class "C" Fund. Expedited budget approval of this project is being proposed to allow needed emergency repairs to the structure. Work includes repairs to bridge expansion joints, drainage system and bridge deck and to perform additional testing of the structure's deterioration. Significant deterioration was identified in the recently completed condition assessment and bridge rehabilitation study. The City will be working with UDOT to develop a plan for financing this rehabilitation hopefully involving Federal Highway Funding.

It is recommended that the City Council appropriate the 2005-2006 1300 South Viaduct Rehabilitation Class "C" budget to facilitate this project.

**1300 S. Viaduct Rehabilitation Utah
State Highway User Funds Class "C"**

2005-06 Job No. 107009

Initiative Name

BA#5 FY2005 Initiative #A-4

Initiative Number

Community Development

Department

ax Peterson/LuAnn Clark/Sherrie Collins

Prepared By

2004-05

Fiscal Year

New Item

Type of Initiative

535-6136/535-6150

Contact Number

General Fund (Fund Balance) Impact

Revenue Impact By Fund:

**1st Year
FY 2004-05**

**2nd Year
FY 2005-06**

General Fund

Total

\$0

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund

Total

\$0

\$0

Other Fund

83 CIP Class "C" Fund 2005-06
FY Funding

160,000.00

Total

160,000.00

\$0

Staffing Impact:

New Number of FTE's

0

0

Existing Number of FTE's

0

0

Total

0

0

Description

BA#5 FY2005 Initiative #A-4 CIP 1300 So Viaduct Class C1/26/20058:50 AM

Initiative Name:**Asphalt Overlay Utah State Highway User Funds Class "C" 2005-06 Funding****Initiative Number:****BA#5 FY2005 Initiative #A-5****Initiative Type:****New Item****Initiative Discussion:**

This project is included in the 2005-2006 FY request for funding within the Class "C" Fund. As in prior years, expedited budget approval of this project is being proposed to allow the work to begin in the spring of 2005 and be completed during the 05/06 construction season. The overlay will increase pavement life, provide smoother street surfaces and enhance the streetscape appearance. In addition, ADA ramps will be constructed and deteriorated curb and gutter replaced. This request also includes \$100,000 to design the fiscal year 2006/2007 Overlay Project.

Priority streets include 17 locations as follows: 10th Ave., B to D Street; 200 North, 400 West to West Terminus; 200 West, No. Temple to 600 No.; 300 North, 400 to 700 West; 3200 West, California Ave. to Directors Row; 400 North, Quince to 300 West; Directors Row, 3200 West to Swaner Rd.; Edgecomb Dr, Dorchester Dr. to East Capitol Blvd.; Girard Ave., West Capitol to Darwin St.; Hillside Ave., Main to State St.; K Street, 11th to 13th Ave.; Quince St., 300 to 500 North; Rio Grand St., 200 to 400 So.; South Sandrun Rd., Dorchester to East Capitol Blvd.; Sunnyside Ave., Foothill to 2300 East; Swaner Rd., California Ave. to Directors Row; Wall Street, Hillside Ave., to 300 North.

It is recommended that the City Council appropriate the 2005-2006 Asphalt Overlay Class "C" budget to facilitate this project.

BA#5 FY2005 Initiative #A-5 CIP Asphalt Overlay Class C1/26/20059:10 AM

[illegible]

Initiative Name:

Fremont Ave. Bridge Replacement Job NO. 107006

Initiative Number:

BA#5 FY2005 Initiative #A-6

Initiative Type:

New Item

Initiative Discussion:

This \$900,000 bridge replacement project was funded through the Federal Bridge Replacement funding which requires a local match of 20%. Although the City previously budgeted for the 20% match, additional work order and cost increases were incurred requiring the City to increase the amount of it's 20% match. Those cost increases include keystone wall installation, embossed lettering, sidewalk and fence modifications, heating of lower deck/web walls and increase construction inspection fees.

Federal Highway funded projects are administered through the Utah Department of Transportation (UDOT), therefore the City pay's UDOT the 20% match. The project is complete and the City expects to receive final billing shortly.

It is recommended that the City Council adopt the necessary increase to this budget to facilitate the 20% matching funds to the Federal Highway Funds for the Fremont Ave. Bridge replacement project.

[illegible]

Initiative Name:
Gladiola Street, 900 So. To California Ave. Utah State Highway User Funds Class "C" 2005-06/ Impact Fees
Initiative Number:
BA#5 FY2005 Initiative #A-7
Initiative Type:
New Item
Initiative Discussion:
<p>This project is included in the 2005-2006 FY request for funding within the Class "C" and Westside Roadway Impact Fee funds. Expedited budget approval of this project is being proposed to allow the coordination of street improvements on Gladiola Street, 900 So. to California Ave. in conjunction with two private development projects located adjacent to the Gladiola and 900 South intersection. Widening and improvement of these two west side arterials will be accomplished in conjunction with curb, gutter, and pavement installation which is required of the two private developers, Ace Disposal and Geneva Pipe.</p> <p>It is recommended that the City Council appropriate the 2005-06 Gladiola Street and 900 South Class "C" and Westside Roadway Impact Fee budgets to facilitate this project.</p>

Gladiola Stree 900 S. to California Ave. Utah
State Highway User Funds Class "C" 2005-06

Funding and Impact Fees

Initiative Name

BA#5 FY2005 Initiative #A-7

Initiative Number

Community Development

Department

Max Peterson/LuAnn Clark/Sherrie Collins

Prepared By

2004-05

Fiscal Year

New Item

Type of Initiative

535-6136/535-6150

Contact Number

General Fund (Fund Balance) Impact

Revenue Impact By Fund:

1st Year
FY 2004-05

2nd Year
FY 2005-06

General Fund

Total

\$0

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund

Total

\$0

\$0

Other Fund

83 CIP Fund 2005-06 Class "C" Funding

250,000.00

83 CIP Fund Impact Fees (Fund
Balance)

250,000.00

Total

500,000.00

\$0

Staffing Impact:

New Number of FTE's

0

0

Existing Number of FTE's

0

0

Total

0

0

Description

[illegible]

Initiative Name:**Private Donation for Land Purchase for Unity Center****Initiative Number:****BA#5 Fy2005 Initiative #A-8****Initiative Type:****New Item****Initiative Discussion:**

The City used a portion of the funds from the Plaza/Glendale Community Center Trust to purchase .92 acres of property (in two .46 acre parcels). This property became available adjacent to the LDS Church-donated property which will be the site of the Unity Center. The City purchased the additional land with the firm understanding that a private donor would reimburse of the City for the full cost of obtaining the property. The purchase price is \$315,000, with closing costs totaling \$5,000, for a total price of \$320,000. This initiative will allow the City to accept the donation and place it back in the same trust (within the Special Revenue Fund).

[illegible]

Initiative Name:**Purchase of Preservation Easement - Airport Wetlands****Initiative Number:****BA#5 FY2005 Initiative #A-9****Initiative Type:****New Item****Initiative Discussion:**

The Airport is acquiring approximately 116 acres of real property located immediately north of Runway 17/35 at approximately 2200 North & 3200 West to reduce the possibility of future non-compatible land uses. The property will be acquired by means of a property exchange on a value-for-value basis with 620 acres of surplus land at the Airport's wetlands mitigation site and a cash differential payment. The cash difference will be funded with proceeds from the sale of property in the Buena Vista subdivision.

The appraisal reports concluded a value for the 620 of wetlands property owned by the Airport at \$1,423,000 and value for the proposed 116 acres at \$2,100,000. Airport staff negotiated a permanent Deed of Conservation Easement across the 620 acres which reduced its value from \$1,423,000 to \$498,000.

The City has reserved the right to use the 30-foot easement for a future trail preserved by the Deed of Conservation Easement on the 620 acres. This easement will not be used or improved until such time as the City acquires the additional property rights necessary to connect this segment with the future open-space trail corridor. Based on Federal regulation and government accounting principles, the City's General Fund must compensate the Department of Airports Enterprise Fund \$2,461, which is the appraised value of the reserved easement consisting of 1.07 acres.

Additionally, the City will also execute and record a "Notice of Preservation of Public Access Easement Interest" reserving a 30-foot wide public access easement located on the Airport's remaining wetlands mitigation site. This easement will consist of 4.29 acres and is valued at \$9,883. The City's CIP Open Space Fund will compensate the Department of Airports Enterprise Fund for the preservation of this easement, which is contiguous to the easement on the 620 acres. The combined amount for these two easements to be transferred to the Airport Enterprise Fund from the CIP Open Space Fund is \$12,344. The combined acreage for the public access easements will consist of 5.36 acres.

[illegible]

Initiative Name:**Purchase of Property at 200 East 600 South****Initiative Number:****BA#5 FY2005 Initiative #A-10****Initiative Type:****New Item****Initiative Discussion:**

In 1995 and approximately every two years thereafter, the City acquired property at the southeast corner of 200 East and 600 South for assemblage purposes to build a City-owned facility because of its proximity to the City & County Building. The assemblage of parcels creates a greater utility, therefore greater value for potential resale. Currently, there are still two properties under private ownership, which have recently become available to the City. It is recommended by the Administration that the City pursue acquisition of the remaining properties to hold the entire corner under the ownership of the City for future development or potential resale.

Funding to purchase the two parcels would come from the CIP Surplus Land Account.

[illegible]

Initiative Name:
Street Lighting Power Cost Increase
Initiative Number:
BA#5 FY2005 Initiative #A-11
Initiative Type:
New Item
Initiative Discussion:
<p>Utah Power & Light has adjusted its monthly billings to the City for street light power to accurately reflect the number of street lights the city has in its inventory and the rate charged for each type of light. The increased monthly cost to the city is approximately \$25,000, or \$300,000 annually.</p> <p>Three years ago, both UP&L and the City conducted independent inventories of the City's public street lighting system. The inventories were reconciled and showed that UP&L's billings did not accurately reflect the updated inventory for its non-SID street lights. UP&L did not modify their billing practice until September 2004. This matter was discussed during the City's recent annual budgeting processes since the inventories were conducted because eventually the billings would need to be updated, but no change in the power and maintenance account was budgeted because of UP&L's inability to change their billings. The monthly power and maintenance billings have now been corrected from approximately \$75,000 per month to approximately \$100,000 per month.</p>

Street Lighting Power Cost Increase			
Initiative Name			
BA#5 FY2005 Initiative #A-11		2004-05	
Initiative Number		Fiscal Year	
Community Development		New Item	
Department		Type of Initiative	
Tim Harpst/David Dobbins		535-7236	
Prepared By		Contact Number	
General Fund (Fund Balance) Impact		(\$255,000)	
Revenue Impact By Fund:			
	1st Year	2nd Year	
	FY 2004-05	FY 2005-06	
General Fund			
Total	\$0	\$0	
Internal Service Fund			
Total	\$0	\$0	
Enterprise Fund			
Total	\$0	\$0	
Other Fund			
Total	0	\$0	
Staffing Impact:			
New Number of FTE's	0	0	
Existing Number of FTE's	0	0	
Total	0	0	
Description			

[illegible]

Energy Reduction at Plaza 349			
Initiative Name			
BA#5 FY2005 Initiative #A-12		2004-05	
Initiative Number		Fiscal Year	
Public Services		New Item	
Department		Type of Initiative	
Greg Davis / Steve Oliver		535-6397	
Prepared By		Contact Number	
General Fund (Fund Balance) Impact		(\$67,500)	
Revenue Impact By Fund:			
	1st Year	2nd Year	
	FY 2004-05	FY 2005-06	
General Fund			
Reimbursement From Utah Power			20,900.00
Total	\$0		20,900.00
Internal Service Fund			
Total	\$0		\$0
Enterprise Fund			
Total	\$0		\$0
Other Fund			
Total	\$0		\$0
Staffing Impact:			
New Number of FTE's	0		0
Existing Number of FTE's	0		0
Total	0		0
Description			

[illegible]

Initiative Name:

Reimbursement to Salt Lake County for Salt Palace Expansion Permit Fees

Initiative Number:

BA#5 FY2005 Initiative #A-13

Initiative Type:

New Item

Initiative Discussion:

The City received a request from Salt Lake County to reimburse fees paid to the City for Phase I of the Salt Palace Expansion. The request was for a refund of \$46,588.50 in building permit fees, \$30,382.53 in plan review fees, and \$42,648.12 in impact fees.

The Administration is recommending that the building permit fee be refunded in the amount of \$47,840.50 (which is the actual amount paid to the City) as provided for in the Protocol Agreement that governs such refunds/waivers. The Administration is not recommending a refund of the plan review or the impact fees as there is no provision for this in city ordinance.

It is recommended that the City Council approve the necessary budget adjustment to facilitate reimbursement of Permit Fees to Salt Lake County for Phase I of the Salt Palace Expansion project.

Initiative Name

2004-05

Initiative Number

Fiscal Year

Community Development

New Item:

Department

Type of Initiative

David Dobbins/Sherrie Collins

535-7236/535-6150

Prepared By

Telephone Contact

General Fund	(Fund Balance)	Impact
1000000	1000000	1000000
2000000	2000000	2000000
3000000	3000000	3000000
4000000	4000000	4000000
5000000	5000000	5000000
6000000	6000000	6000000
7000000	7000000	7000000
8000000	8000000	8000000
9000000	9000000	9000000
10000000	10000000	10000000
11000000	11000000	11000000
12000000	12000000	12000000
13000000	13000000	13000000
14000000	14000000	14000000
15000000	15000000	15000000
16000000	16000000	16000000
17000000	17000000	17000000
18000000	18000000	18000000
19000000	19000000	19000000
20000000	20000000	20000000
21000000	21000000	21000000
22000000	22000000	22000000
23000000	23000000	23000000
24000000	24000000	24000000
25000000	25000000	25000000
26000000	26000000	26000000
27000000	27000000	27000000
28000000	28000000	28000000
29000000	29000000	29000000
30000000	30000000	30000000
31000000	31000000	31000000
32000000	32000000	32000000
33000000	33000000	33000000
34000000	34000000	34000000
35000000	35000000	35000000
36000000	36000000	36000000
37000000	37000000	37000000
38000000	38000000	38000000
39000000	39000000	39000000
40000000	40000000	40000000
41000000	41000000	41000000
42000000	42000000	42000000
43000000	43000000	43000000
44000000	44000000	44000000
45000000	45000000	45000000
46000000	46000000	46000000
47000000	47000000	47000000
48000000	48000000	48000000
49000000	49000000	49000000
50000000	50000000	50000000
51000000	51000000	51000000
52000000	52000000	52000000
53000000	53000000	53000000
54000000	54000000	54000000
55000000	55000000	55000000
56000000	56000000	56000000
57000000	57000000	57000000
58000000	58000000	58000000
59000000	59000000	59000000
60000000	60000000	60000000
61000000	61000000	61000000
62000000	62000000	62000000
63000000	63000000	63000000
64000000	64000000	64000000
65000000	65000000	65000000
66000000	66000000	66000000
67000000	67000000	67000000
68000000	68000000	68000000
69000000	69000000	69000000
70000000	70000000	70000000
71000000	71000000	71000000
72000000	72000000	72000000
73000000	73000000	73000000
74000000	74000000	74000000
75000000	75000000	75000000
76000000	76000000	76000000
77000000	77000000	77000000
78000000	78000000	78000000
79000000	79000000	79000000
80000000	80000000	80000000
81000000	81000000	81000000
82000000	82000000	82000000
83000000	83000000	83000000
84000		

Revenue Impact By Fund:

1st Year
FY 2004-05

2nd Year
FY 2005-06

General Fund

Permit Fees
<p>1. Permit Fee: \$100.00 (one-time fee)</p> <p>2. Annual Fee: \$50.00 (annual fee)</p> <p>3. Inspection Fee: \$25.00 (per inspection)</p> <p>4. Training Fee: \$150.00 (one-time fee)</p> <p>5. Equipment Fee: \$100.00 (one-time fee)</p> <p>6. Insurance Fee: \$100.00 (one-time fee)</p> <p>7. Other Fees: \$50.00 (one-time fee)</p>

47,840.50

Total

47,840.50

\$0 |

Internal Service Fund	
-----------------------	--

Total

\$0

\$0|

Enterprise Fund

Total

\$0

\$0

Other Fund

Total

\$0

Staffing Impact:

New	Number of FTE's
-----	-----------------

0

0

Existing	Number of FTE's
----------	-----------------

0

0

	Total
--	-------

0

0

Description	Amount	Account	Balance
...

[illegible]

Initiative Name:**Assistant to the Mayor for Policy, Writing and Special Projects****Initiative Number:****BA#5 FY2005 Initiative #A-14****Initiative Type:****New Item****Initiative Discussion:**

Performs and coordinates analytical work and research on policy issues and initiatives for the Mayor's Office.

Designing and organizing a Salt Lake City Volunteer Program.

Volunteers could assist in the following areas:

Searching for missing persons

Cleaning snow from the walks of seniors and disabled

Raking leaves for seniors and disabled

Home repair (painting, fix-up)

Neighborhood Clean up

Planting flowers in the spring

Natural disaster (earthquake, flood, Etc.)

Information/messages to residents (calling)

Special events

Computer data entry

City/Building Tours

Welcoming Visitors

Work as the facilitator during the start-up phase and research and coordinate writing grant proposals for funding projects.

Coordinate with organizations to form a Refugee Program for Salt Lake City. Research and coordinate writing grant proposals for funding project.

Work as the liaison between the Salt Lake City Mayor's Office and Salt Lake County Mayor's Office, Salt Lake County Council's Office and Salt Lake County officials to research and resolve community issues and concerns. Research Salt Lake County's goals and policies to insure the initiatives work for both the city and the county.

Work with SLCTV to expand it to Salt Lake City residents. Assist SLCTV in production and scheduling of City department updates, events and informational material to aid in the communication between Salt Lake City and the Salt Lake City community.

Coordination and implementation of broadcasting the Mayor's reports, City Council reports, Community Council reports, City Department reports, City meetings and City updates. Mayor's speeches, and City Council Meetings and other city department messages and announcements. This would open a new method of communication for Salt Lake City residents on television and Salt Lake Valley residents could access website online to be informed of changes in Salt Lake City that are of concern and interest.

Work closely with the communications director to assist with writing critical press releases, letters and speeches for the Mayor's office. Assist with preparation for press conferences and other public access gatherings in conjunction with our SLCTV broadcasting of events.

Funding requirements through the end of the 2004-2005 fiscal year will be approximately \$10,130.00. The 2005-2006 funding requirements will be approximately \$50,665.00.

This position requires an additional FTE on the Mayor's office staffing document.

We are requesting the budget amendment for 2004-05 and future from the general fund

Assistant to the Mayor for Policy, Writing
and Special Projects

Initiative Name

BA#5 FY2005 Initiative #A-14

Initiative Number

Mayor's Office

Department

Sam Guevara, Charleen Sylvester

Prepared By

2004-05

Fiscal Year

New Item

Type of Initiative

535-7732/535-7705

Telephone Contact

General Fund (Fund Balance) Impact	(\$10,130.00)	(\$50,665.00)
--	---------------	---------------

Revenue Impact By Fund:

1st Year

FY 2004-05

2nd Year

FY 2005-06

General Fund			
Fund Balance		(10,130.00)	(50,665.00)

Total		(10,130.00)	(50,665.00)
--------------	--	-------------	-------------

Internal Service Fund

Total		\$0	\$0
--------------	--	-----	-----

Enterprise Fund

Total		\$0	\$0
--------------	--	-----	-----

Other Fund

Total			\$0
--------------	--	--	-----

Staffing Impact:

New	Number of FTE's	1	1
------------	------------------------	---	---

Existing	Number of FTE's	0	0
-----------------	------------------------	---	---

Total		0	0
--------------	--	---	---

Description

BA#5 FY2005 Initiative #A-14 Assistant to the Mayor2/4/200510:20 AM

Initiative Name:

**US Department of Education
Supplemental Congressional Appropriation - Year 2**

Initiative Number:

BA#5 FY2005 Initiative #B-1

Initiative Type:

Grants for Existing Staff Resources

Initiative Discussion:

Public Services, YouthCity Program was awarded an additional Congressional Appropriation in the amount of \$894,150 from the US Department of Education in FY 2003-2004. This award was for a five year period from 2003 to 2008. The funding was allocated for continuation and expansion of the current programs YouthCity provides.

The City adopted the budget for the 1st year of the 5 year appropriation in the December 2004 budget opening. This budget request is for year 2 of the 5 year award.

\$37,500 of these funds will continue to fund the salary & benefits of the Administrative Assistant, and hourly PTE teacher positions. No new positions are required. In addition, \$5,000 has been awarded for Operating & Maintenance and \$10,000 for the contractual components that provide various programs to youth at YouthCity sites which include, Fairmont, Liberty, Central City, Sorenson Multi-Cultural Center and Glendale Middle School.

The City Council previously adopted the necessary Resolution authorizing the Mayor to sign and accept the US Department of Education appropriation and to sign any additional contracts and awards related to the grant. It is recommended that the City Council appropriate the necessary budgets for the continuation of this grant.

US Department of Education Supplemental Congressional Appropriation Year - 2			
Initiative Name			
BA#5 FY2005 Initiative #B-1		2004-05	
Initiative Number		Fiscal Year	
Public Services Youth City Program		Grant for Existing Staff	
Department		Type of Initiative	
Janet Wolf/Sherrie Collins		535-7712/535-6150	
Prepared By		Telephone Contact	
General Fund (Fund Balance) Impact			
Revenue Impact By Fund:			
		1st Year FY 2004-05	2nd Year FY 2005-06
General Fund			
Total		\$0	\$0
Internal Service Fund			
Total		\$0	\$0
Enterprise Fund			
Total		\$0	\$0
Other Fund			
Total		\$0	\$0
Staffing Impact:			
New	Number of FTE's	0	0
Existing	Number of FTE's	1	0
Total		1	0
Description			
This amount includes salary & benefits of 1 FTE, the YouthCity Administrative Assistant, & several PTE hourly teacher positions. No new positions are required.		37,500.00	

BA#5 FY2005 Initiative #B-1 Dept of Education1/25/20053:03 PM

Initiative Name:

State of Utah, Office of Crime Victims Reparations Violence Against Women Grant
Award VAWA

Initiative Number:

BA#5 FY2005 Initiative #B-2

Initiative Type:

Grant for Existing Staff Resources

Initiative Discussion:

The Salt Lake City Police Department receives this grant annually from the State of Utah, Office of Crime Victims Reparations, for partial costs associated with one Victim Advocate position. The required match is \$6,459.00 which is budgeted for within the PD's General Fund Budget.

These funds will be used to continue funding 50% of one-PTE victim advocate position to respond nightly and on weekends to calls for service on behalf of victims of violent crime. Services include resources, referrals, information support, community education, court advocacy and crisis intervention. In addition, position will research selected case histories of on-going violence cases, providing information to day advocates who will relay appropriate information to prosecutors, court staff, the Domestic Violence Judge, and Probation Services regarding compliance of court orders. \$450, of these funds will be used to register and attend the Utah Victim Assistance Academy and a Rape and Sexual Assault Response Training.

A Resolution was previously adopted by the City Council, authorizing the Mayor to accept and receive this grant and to sign and accept any additional agreements related to this grant. It is recommended that the City Council adopt the necessary budget to accept and facilitate this grant.

<p align="center">State of Utah, Office of Crime Victims Reparations Violence Against Women Grant Award VAWA Initiative Name</p>																																	
BA#5 FY2005 Initiative #B-2 Initiative Number Police Department Department Alana Kindness/Sherrie Collins Prepared By		2004-05 Fiscal Year Grant For Existing Staff Type of Initiative 799-3729/535-6150 Telephone Contact																															
General Fund (Fund Balance) Impact																																	
<table border="1"> <thead> <tr> <th>Revenue Impact By Fund:</th> <th>1st Year FY 2004-05</th> <th>2nd Year FY 2005-06</th> </tr> </thead> <tbody> <tr> <td>General Fund</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Internal Service Fund</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Enterprise Fund</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Other Fund</td> <td></td> <td></td> </tr> <tr> <td>72 Grant Fund</td> <td>18,133.14</td> <td></td> </tr> <tr> <td>Total</td> <td>18,133.14</td> <td>\$0</td> </tr> </tbody> </table>				Revenue Impact By Fund:	1st Year FY 2004-05	2nd Year FY 2005-06	General Fund			Total	\$0	\$0	Internal Service Fund			Total	\$0	\$0	Enterprise Fund			Total	\$0	\$0	Other Fund			72 Grant Fund	18,133.14		Total	18,133.14	\$0
Revenue Impact By Fund:	1st Year FY 2004-05	2nd Year FY 2005-06																															
General Fund																																	
Total	\$0	\$0																															
Internal Service Fund																																	
Total	\$0	\$0																															
Enterprise Fund																																	
Total	\$0	\$0																															
Other Fund																																	
72 Grant Fund	18,133.14																																
Total	18,133.14	\$0																															
Staffing Impact:																																	
New Number of FTE's	0	0																															
Existing Number of FTE's	1	0																															
Total	1	0																															
Description																																	
50% of 1 PTE or 1040 hrs @ 16.76 per hr.	17,430.40																																
1.45 benefits	252.74																																
	17,683.14																																

[illegible]

Initiative Name:

Emergency Managers Performance Grant
State of Utah Department of Public Services
US Department of Homeland Security Office of Domestic Preparedness

Initiative Number:

BA#5 FY2005 Initiative #B-3

Initiative Type:

Grant For Existing Staff Resources

Initiative Discussion:

Emergency Management Services receives this grant annually from the State of Utah, Department of Public Services. This grant is awarded to Salt Lake City to defray partial costs associated with the Emergency Managers Position, specifically salary and benefits. The remaining costs of this position are funded within the Management Services General Fund budget.

This position is responsible to design, implement and apply the City's Emergency Operating Procedure manual and to educate Salt Lake City Corporation, Community Groups, and local businesses of emergency procedures and policies in the event of a natural disaster, hazardous material management and threats, bomb and terrorist attacks.

A Resolution was previously adopted by the City Council, authorizing the Mayor to accept and receive this grant and to sign and accept any additional agreements related to this grant. It is recommended that the City Council adopt the necessary budget to accept and facilitate this grant.

Emergency Managers Performance Grant
State of Utah Department of Public Service
US Department of Homeland Security Office
of Domestic Preparedness

Initiative Name

BA#5 FY2005 Initiative #B-3

Initiative Number

Management Services

Department

Mike Stever/Sherrie Collins

Prepared By

2004-05

Fiscal Year

Grant For Existing Staff

Type of Initiative

535-6030/535-6150

Contact Number

General Fund (Fund Balance) Impact**Revenue Impact By Fund:****1st Year
FY 2004-05****2nd Year
FY 2005-06****General Fund**

Total

\$0

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund

Total

\$0

\$0

Other Fund**72 Fund Misc. Grants (State)**

Total

24,000.00

24,000.00

\$0

Staffing Impact:**New Number of FTE's**

0

0

Existing Number of FTE's

1

0

Total

1

0

DescriptionParital Funding for Emergency Program
Directors Salary & Benefits

2

Initiative Name:
Metro Fire Investigations Task Force US Department of Justice
Initiative Number:
BA#5 FY2005 Initiative #B-4
Initiative Type:
Grant For Existing Staff Resources
<p>Initiative Discussion:</p> <p>The Fire Department receives this grant annually from the US Department of Justice for assisting the Bureau of Alcohol, Tobacco Firearms and Explosives (ATF) by participating in the Metro Fire Investigations Task Force.</p> <p>The purpose of the task force is to conduct a collaborative effort of Fire agencies, federal and local law enforcement in the investigation of valley wide fires to determine cause and origin.</p> <p>Funds are awarded for the reimbursement of the SLC Fire Department for overtime expenses incurred while providing resources to assist ATF in the task force operations.</p> <p>It is recommended that that City Council adopt the necessary budget to facilitate this grant.</p>

BA#5 FY2005 Initiative #B-4 Fire Depart Metro Fire ATF1/26/200510:33 AM

BA#5 FY2005 Initiative #B-4 Fire Depart Metro Fire ATF1/26/200510:33 AM

Initiative Name:**Copy Center Cash and Assets Transfer to IMS Fund****Initiative Number:****BA#5 FY2005 Initiative #D-1****Initiative Type:****Housekeeping****Initiative Discussion:**

Fiscal year 2004 was the Copy Center's (an internal service fund) last year of operation. For fiscal year 2005 an operating transfer to the General Fund was budgeted at \$81,540. At June 30, 2004, net assets equaled \$130,777, or \$49,237 more than the budgeted transfer to the General Fund.

The \$49,237 budget request will allow for a small expense of \$165.00 that was a carryover from the prior year and the final distribution of assets to the Information Management Services Fund.

BA#5 FY2005 Initiative #D-1 Copy center1/25/200511:45 AM

Initiative Name:	Guardsman Way Motor Fuel Bond Surplus
Initiative Number:	BA#5 FY2005 Initiative #D-2
Initiative Type:	Housekeeping
Initiative Discussion:	<p>On the January 2005 budget opening the Guardsman Way surplus was placed in the CIP Fund Balance in error. The funds were surplus from the motor fuel bond series 1999. We need to reserve the January 2005 budget opening amount.</p>

Initiative Name

2004-05

Initiative Number

Fiscal Year

Management Services

Housekeeping

Department

Type of Initiative

Gordon Hoskins

535-6394

Prepared By

Telephone Contact

General Fund	(Fund Balance)	Impact
--------------	-----------------	--------

Revenue Impact By Fund:

1st Year

2nd Year

FY 2004-05**FY 2005-06**

General Fund

Total

\$0

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund	
-----------------	--

Total

\$0

\$01

Other Fund	
------------	--

CIP Fund 83-04099 Fund Balance

(314,424.65)

Total

(314,424.65)

\$0

Staffing Impact:

New	Number of FTE's
-----	-----------------

0

0

Existing	Number of FTE's
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

0

0

Total		
-------	--	--

0

0

Description

[illegible]

Initiative Name:

500 West 200 S to 400 S Project Closure and Use of Surplus of Motor Fuel Bond on Local Street Project

Initiative Number:

BA#5 FY2005 Initiative #D-3

Initiative Type:

Housekeeping

Initiative Discussion:

Originally the 500 West 200 S. to 400 S. project was schedule to be partially funded by selling two parcels of land to the RDA for \$500,000. The sale is still pending and being debated. The 500 West project costs are over the revenue without the land sale of \$187,000. We need to transfer part of the motor fuel bond surplus to cover that revenue shortfall. That will close the 500 West project and free up the land sale.

The remaining bond surplus will be used on the local street repairs in the CIP. That will free up the CIP general fund money from the local street repairs and can be placed in the CIP fund balance for future appropriations.

All of these transfers will close out the series 1999 motor fuel bond proceeds.

Accounting Detail		Grant # and CFDA # If Applicable:	
Revenue:			
Cost Center Number	Object Code Number	Amount	
83-02049	1980	187,717.75	
83-03018	1974-01	(806,830.24)	
83-04099	1974-01	806,830.24	
83-03118	1980	806,830.24	
Expenditure:			
Cost Center Number	Object Code Number	Amount	
83-02049	2700	187,717.75	
83-03018	2700	(806,830.24)	
83-04099	2700	806,830.24	
83-03118	2700	806,830.24	
Additional Accounting Details:			
Grant Information:			
Grant funds employee positions?		N/A	
Is there a potential for grant to continue?		N/A	
If grant is funding a position is it expected the position will be eliminated at the end of the grant?		N/A	
Will grant program be complete in grant funding time frame?		N/A	
Will grant impact the community once the grant funds are eliminated?		N/A	
Does grant duplicate services provided by private or Non-profit sector?		N/A	

Initiative Name:

Recapture General Fund CIP, CIP CDBG and other Mics. CIP Funds

Initiative Number:

BA#5 FY2005 Initiative #D-4

Initiative Type:

Housekeeping

Initiative Discussion:

This action will decrease the remaining budgets and/or cash balances of completed and or closed CIP Funded Projects and increase the cash and budget of CIP Fund Balance in year 2004 for CIP project cost over-runs. This action involves closing five (5) projects totaling \$79,182.84

This request will also decrease the remaining budget and/or cash of twoe (2) completed Community Development Block Grant (CDBG) Fund Projects, totaling \$1,272.58 from various years and increase the cash and budget of the same years CDBG Fund Balance for project cost over-runs.

In addition, this request reduces the remaining budgets in various completed or closed CIP projects. No cash is involved. The amount of deduction is \$1,454,718.06.

It is recommended that the City Council adopt the appropriate action to decrease the remaining budgets and/or cash of completed CIP Fund Projects and increase the 04 CIP Fund Balance account; and decrease the remaining budgets and/or cash in the completed CDBG projects and increase the budgets and/or cash of the same years CDBG Fund Balance Accounts.

BA#5 FY2005 Initiative #D-4 CIP Recaptures1/26/20052:15 PM

Grant funds employee positions?				NA	
Is there a potential for grant to continue?				NA	
If grant is funding a position is it expected the position will be eliminated at the end of the grant?				NA	
Will grant program be complete in grant funding time frame?				NA	
Will grant impact the community once the grant funds are eliminated?				NA	
Does grant duplicate services provided by private or Non-profit sector?				NA	

Initiative Name:**Program Income****Initiative Number:****BA#5 FY2005 Initiative #D-5****Initiative Type:****Housekeeping****Initiative Discussion:**

These Housing and Urban Development (HUD) funded programs, have received program income from re-payment of loans. This action establishes a budget for those funds and allows the program income to be reallocated back into the individual program for continued programming.

It is a HUD Federal Guideline that Program Income be reallocated to programs that have the same eligible activity.

It is recommended that the City Council adopt the necessary adjustment for these budgets.

BA#5 FY2005 Initiative #D-5 HUD Program Income1/26/20052:50 PM

Initiative Name:

County CDBG-Utah Alcoholism Foundation Interlocal Agreement Between Salt Lake City & County

Initiative Number:

BA#5 FY2005 Initiative #E-1

Initiative Type: CDBG Interlocal

Grant With No New Staff Resources

Initiative Discussion:

The Utah Alcohol Foundation was awarded Community Development Block Grant (CDBG) funding from both Salt Lake City and Salt Lake County for building improvements to three (3) of their facilities; The Women and Children's Center, the House of Hope and the Children's Treatment Center. The City awarded \$33,091.00 and the County awarded \$62,348.

The purpose of the interlocal between the County and the City is to establish that the City will be the lead agency and administer the contract for the rehab construction as described in the interlocal. Improvements include windows, door replacement and bathroom ventilation at the Women and Children's Center; bathroom rehab, basement drain repair, driveway repairs and HVAC upgrade at the House of Hope; and, windows at the Children's Treatment Center. The Resolution was previously adopted during the City's process of the 30th Year CDBG Program authorizing the Mayor to sign the award documents and any other agreements that stem from the CDBG Program. It is recommended that that City Council adopt the necessary budget to facilitate this project.

<u>County CDDC Staff Allocation</u>			
<u>Foundation Interlocal Agreement</u>			
<u>Between Salt Lake City & Salt Lake</u>			
		Initiative Name	
<u>BA#5 FY2005 Initiative #E-1</u>		<u>2004-05</u>	
Initiative Number		Fiscal Year	
<u>Community Development</u>		<u>Grant With No New Staff</u>	
Department		Type of Initiative	
<u>LuAnn Clark/Sherrie Collins</u>		<u>535-6135/535-6150</u>	
Prepared By		Contact Number	
General Fund (Fund Balance) Impact			
<u>Revenue Impact By Fund:</u>	<u>1st Year</u>	<u>2nd Year</u>	
	<u>FY 2004-05</u>	<u>FY 2005-06</u>	
General Fund			
Total	\$0	\$0	
Internal Service Fund			
Total	\$0	\$0	
Enterprise Fund			
Total	\$0	\$0	
Other Fund			
71-Fund Grant	62,348.00		
Total	0	\$0	
<u>Staffing Impact:</u>			
New Number of FTE's	0	0	
Existing Number of FTE's	0	0	
Total	0	0	
Description			

BA#5 FY2005 Initiative #E-1 County Alcohol Foundation 1/25/2005 5:41 PM

Initiative Name:

Development and Application of Environmental Management System
State of Utah Department of Environmental Quality

Initiative Number:

BA#5 FY2005 Initiative #E-2

Initiative Type:

Grant With No New Staff Resources

Initiative Discussion:

Management Services applied for and received this grant from the State of Utah, Department of Environmental Quality (DEQ) to assist the Salt Lake City School District in developing and implementing an Environmental Management Systems (EMS) Plan.

The EMS Plan will create a process by which the School District can identify the environmental impacts that they have and take steps to minimize or eliminate those impacts. Typical items identified include waste reduction, use of less hazardous materials, and energy and water use reductions. These improvements translate to greater efficiencies, and usually cost savings.

The City will hire a contractor to complete the research and written EMS Plan. Meetings will be held with the SLC School District to identify their specific needs and current environmental management status. A complete review will be completed to establish state-of-the-art best practices for schools. Plan will include detailed information based on needs identified and distributed to DEQ, SLC Corp. and the School District. Comments will be incorporated and a completed document will be made available as well as published on the internet by DEQ.

It is recommended that the City Council sign the necessary Resolution authorizing the Mayor to sign and accept the State of Utah, Department of Environmental Quality Agreement and to sign any additional agreements or awards as a result of this grant, and to appropriate the necessary budget to facilitate the project.

BA#5 FY2005 Initiative #E-2

Initiative Number

Management Services

Department

Vickie Bennett/Sherrie Collins

Prepared By

2004-05

Fiscal Year

Grant With No New Staff

Type of Initiative

535-6540/53-6150

Contact Number

General Fund	(Fund Balance)	Impact
--------------	-----------------	--------

Revenue Impact By Fund:

1st Year
FY 2004-05

2nd Year
FY 2005-06

General Fund

Total

\$01

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund

Total

\$0

\$0

Other Fund

72 Fund Misc Grants (State)

10.000,00

Total

10,000.00

\$0

Staffing Impact:

New	Number of FTE's
-----	-----------------

of

0

Existing	Number of FTE's
----------	-----------------

0

0

Total	
-------	--

0.

0

Description	Quantity	Unit	Amount	Total
1.000	1.000	1.000	1.000	1.000

[illegible]

Initiative Name:

US Department of Housing and Urban Development (HUD)
Economic Development Initiative (EDI) - Special Project 9th & 9th Streetscapes

Initiative Number:

BA#5 FY2005 Initiative #E-3

Initiative Type:

Grant With No New Staff Resources

Initiative Discussion:

Salt Lake City applied for and received an Economic Development Initiative (EDI) grant from the US Department of Housing and Urban Development (HUD), for streetscape improvements to the intersection at 900 South and 900 East.

The goals of the 9th & 9th streetscape improvements are to create a distinct small neighborhood business district with enhancements to support merchants, increase vitality to the area, create a model walkable community and improve the infrastructure in an aging section of the City.

The EDI funds will be used for sidewalk repairs, installation of ADA corner ramps, update traffic signals, additional pedestrian scale street lights and countdown signals, replacement of bus benches and new landscaping. Construction of these improvements will be performed in conjunction with the other work planned for the 9th & 9th area.

It is recommended that the City Council pass the necessary Resolution authorizing the Mayor to accept this grant, and to adopt the necessary budget to facilitate expenditures of this grant.

**US Department of Housing and Urban
Development (HUD) Economic Development
Initiative (EDI) 9th & 9th Streetscape**

Initiative Name

BA#5 FY2005 Initiative #E-3

Initiative Number

Community Development

Department

LuAnn Clark/Sherrie Collins

Prepared By

2004-05

Fiscal Year

Grant With No New Staff

Type of Initiative

535-6136/535-6150

Contact Number

General Fund (Fund Balance) Impact

Revenue Impact By Fund:**1st Year
FY 2004-05****2nd Year
FY 2005-06**

General Fund

Total

\$0

\$0

Internal Service Fund

Total

\$0

\$0

Enterprise Fund

Total

\$0

\$0

Other Fund

72 Fund Misc. Grants (Federal)

99,410.00

Total

99,410.00

\$0

Staffing Impact:

New Number of FTE's

0

0

Existing Number of FTE's

0

0

Total

0

0

Description

Initiative Name:**North Temple Improvements No. Temple and 600 West - UDOT Grant****Initiative Number:****BA#5 FY2005 Initiative #E-4****Initiative Type:****Grant With No New Staff Resources****Initiative Discussion:**

The Utah Department of Transportation (UDOT) agreed to provide funding in conjunction with the Salt Lake City Redevelopment Agency (RDA) in 2004, for improvements to include new safety lighting, ADA sidewalk replacement, asphalt, and concrete curb and gutter and other drainage improvements under the west end of the North Temple viaduct at 600 West.

The RDA budgeted \$60,000 for this project and UDOT agreed to provide an additional \$13,320. As the construction plans were finalized, engineering's construction estimate clearly indicated that additional funds would be needed. The City approached UDOT who agreed to provide \$40,000 for this project.

It is recommended that the City Council adopt the necessary budget to facilitate this project and to pass the Resolution authorizing the Mayor to sign and accept the funding and any additional agreements that stem from the original.

BA#5 FY2005 Initiative #E-4 No Temple - 600 W. UDOT Grant2/2/200510:21 AM

[illegible]

SALT LAKE CITY COUNCIL MEMORANDUM

DATE: February 11, 2005

SUBJECT: REVENUE FORECAST

AFFECTED COUNCIL DISTRICTS: Citywide

STAFF REPORT BY: Gary Mumford

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Management Services
Gordon Hoskins

CC: Rocky Fluhart, Steve Fawcett, Gordon Hoskins, DJ Baxter

Current Year Revenue Forecast

The Council received a revenue forecast for the general fund from the Finance Division of the Department of Management Services. The forecast was based on six months of actual receipts through December 31, 2004. The Finance Division is predicting that actual revenues will be approximately \$600,000 greater than budget at the end of the fiscal year.

Sales tax revenue is higher than the three-year average, which should result in a favorable variance of about \$230,000 over the adopted budget. Permit fee revenue has increased due to increased building activity, which is projected to result in a favorable variance of about \$1,090,000. Interfund revenue is projected to be positive by about \$56,000 relating to administrative fees charged to enterprise funds and engineering fees charged to capital projects. (Note: The Council's audit committee has requested an independent review the Engineering Division including charges for engineering services.)

The Finance Division is forecasting unfavorable variances for other revenue categories. (See attached memorandum from the Department of Management Services.)

Multi-Year Forecasting Model - revenue and expenditures

In June 2004, the Council adopted a legislative intent statement regarding multi-year projections of revenue and expenditures:

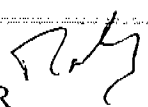
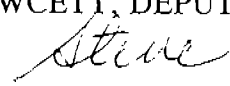
It is the intent of the City Council that the Administration work with Council staff to develop a three-year baseline projection of revenues and expenditures for fiscal years 2006 to 2008, for presentation to the Council not later than January 4, 2005.

Council staff and Administrative staff are working together on this project and recently met with the County's budget director to review the County's forecasting model. The next meeting of the project team is set for February 17.

FEB 09 2005

FEB 09 2005

MEMORANDUM

TO: ROCKY FLUHART, CHIEF ADMINISTRATIVE OFFICER 
FROM: STEVE FAWCETT, DEPUTY DIRECTOR OF MANAGEMENT SERVICES 
DATE: 2/3/2005
RE: DECEMBER (6 MONTH) REVENUE REPORT AND FORECAST

Accounting has prepared the revenue report and year-end forecast for the period ended December 31, 2004. Their predictions are based on their established methods of estimating. They forecast that, even though the current fiscal year to date revenue collections are tracking below budget on many categories, overall the budget will end the year with a positive variance of approximately \$613,000.

The areas where the trend shows positive changes occurring since November are in sales taxes, franchise taxes, fines and forfeitures, and Interfund. The areas where the trend shows negative changes occurring since November are in parking meter and charges for services and these are small dollar changes. We remain optimistic that these positive changes will continue or hold and we will indeed end the fiscal year positive. If you have questions, I and Gordon Hoskins will be happy to address them.

Revenue	FY 04/05 Annual Budget	FY 04/05 Revised Forecast	FY04/05 Variance Favorable (Unfavorable)
Total General Fund	167,477,667	167,901,007	612,845
Total Property Taxes <i>Discussion:</i> Motor Vehicles registration fee revenues are trending below budget.	62,457,887	62,361,876	(96,011)
Total Sales and Use Tax <i>Discussion:</i> Sales tax is slightly higher than the three year average at this time, resulting in a slight increase in projections.	40,088,200	40,318,019	229,819
Total Franchise Tax <i>Discussion:</i> Franchise revenue is still trending negative due to a slow implementation of the liner foot charge, but is showing improvement.	22,583,972	22,505,427	(78,545)
License and Permits: <i>Discussion:</i> Plan Check fees and building permits have increased in revenue due to increased building activity. Change in trend is due to appropriation of additional revenue on last budget amendment.	9,762,000	10,851,002	1,089,002
Interest income <i>Discussion:</i> Anticipated interest income is down due to rates remaining down. Long-term notes are maturing and reinvestment is at lower interest rates.	2,241,250	1,713,353	(338,392)
Total Fines & Forfeiture <i>Discussion:</i> Fines and Forfeitures continues to have a negative trend due to a combination of the number of traffic tickets slightly decreasing and collection becoming more difficult due to the criminalization of traffic tickets, but there is slight improvement.	9,424,104	9,161,590	(262,514)
Parking Meters <i>Discussion:</i> Actual receipts are trending slightly less than budget projection. The City expanded the holiday "free" parking zone from just downtown to citywide.	1,200,360	1,167,864	(32,496)
Charges and Services <i>Discussion:</i> Charges and Services have a deficit due to timing issues on bills sent out verse payments received and receipts are trending slightly less than budget projection.	3,320,840	3,277,784	(43,056)
Total Interfund <i>Discussion:</i> An increase in engineering's production as well as Public Services billing for their Administration Fees to their Enterprise Funds and Internal Service Funds results in an Interfund revenue projection better than budget.	8,586,200	8,642,341	56,141


DAVID DOBBINS
DIRECTOR

SALT LAKE CITY CORPORATION
COMMUNITY DEVELOPMENT

ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

TO: Rocky Fluhart, Chief Administrative Officer **DATE:** January 26, 2005

FROM: David Dobbins 

RE: Resolution authorizing Salt Lake City to accept a grant from the State of Utah, Department of Environmental Quality.

STAFF CONTACT: Sherrie Collins, 535-6150

DOCUMENT TYPE: Resolution

BUDGET IMPACT: \$10,000 state grant

DISCUSSION: Management Services' Environmental Planner applied for and received a grant from the State of Utah, Department of Environmental Quality (DEQ) to assist the Salt Lake City School District in developing and implementing an Environmental Management System (EMS) Plan. The EMS Plan will create and provide a process by which the school district can identify environmental impacts that they have, and take steps to minimize or eliminate those impacts. Typical items identified in the plan would include waste reduction, use of less hazardous materials, and energy and water use reductions. The plan will also include detailed information based on the needs identified by the school and distributed to DEQ, Salt Lake City Corporation, and the school district.

The City will hire a contractor to complete the research and provide a written EMS Plan. Meetings will be held with the school district to identify its specific needs and current environmental management status. A complete review will be completed to establish a state-of-the-art best practices for schools. Comments will be incorporated and a completed document will be made available as well as published on the internet by DEQ.

RESOLUTION NO. _____ OF 2005

AUTHORIZING SALT LAKE CITY TO ACCEPT
THE STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT

WHEREAS, Title 11, Chapter 13 Utah Code Ann., as amended, allows public entities to enter into cooperative agreements to provide joint undertakings and services; 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 \$10,000.00 State of Utah, Department of Environmental Quality grant for the purposes of:

Assisting the Salt Lake City School District in developing and implementing an Environmental Management Systems (EMS) Plan, that will create a process by which the School District can identify the environmental impacts that they have and take steps to minimize or eliminate those steps. The City will hire a contractor to complete the research and written plan. Typical environmental impacts identified include waste reduction, use of less hazardous materials, and energy and water reductions.

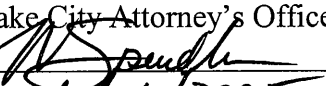
2. Ross C. Anderson, Mayor of Salt Lake City, Utah, is hereby authorized to receive said award and execute any and all subsequent agreements between the City and other entities resulting from the said Award on behalf of Salt Lake City Corporation, so long as such subsequent agreements do not depart substantively 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: 
Date: 1/26/2005

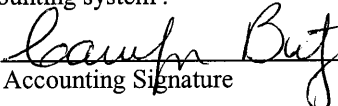
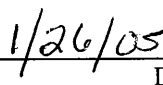
CHIEF DEPUTY CITY RECORDER

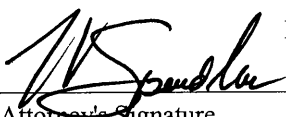
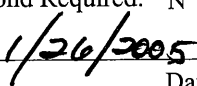
Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

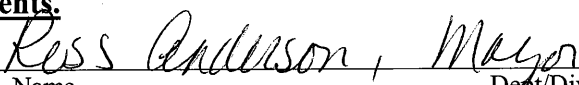
January 25, 2005

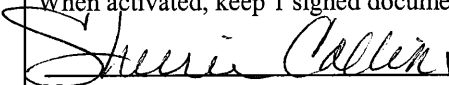
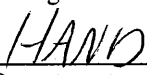
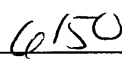
Contract Number:	06-5-05-1167	Project:	
Contractor:	13521	UTAH STATE DEPT OF ENVIROMENTAL QUALITY	
Contract Title:	ENVIRONMENTAL MGT. SYSTEMS PLAN - STATE FUNDS		
Monitor:	SHERRIE COLLINS		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p style="font-size: 1.2em; transform: rotate(-45deg); opacity: 0.5;">no encumbrance at this time</p>	<p>I certify that funds are available. _____</p> <p>OR Accounting Signature _____ Date _____</p> <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> <p style="text-align: center;">  Accounting Signature  Date </p> <p>Funding Source: _____</p> <p style="text-align: center;">Dept Cost Center Object Code \$ _____</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p style="font-size: 1.2em;">Leave Blank</p> <p style="font-size: 1.2em;">For</p> <p style="font-size: 1.2em;">Date Stamp</p>	<p>Attorney: _____ Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form.  </p> <p style="text-align: center;">Attorney's Signature Date</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p style="font-size: 1.2em;">Leave Blank</p> <p style="font-size: 1.2em;">For</p> <p style="font-size: 1.2em;">Date Stamp</p>	<p><u>INSTRUCTIONS:</u></p> <p><u>Sign ALL documents.</u></p> <p>Authorized Signer:  Mayor</p> <p style="text-align: center;">Name Dept/Div</p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
<p style="font-size: 1.2em;">Leave Blank</p> <p style="font-size: 1.2em;">For</p> <p style="font-size: 1.2em;">Date Stamp</p>	<p><u>INSTRUCTIONS:</u></p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p style="text-align: center;">    </p> <p style="text-align: center;">Name Department or Division Phone</p>



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation
Name
451 South State Street, Room 145
Address
Salt Lake City Utah 84111
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@slc.ut.us
Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature

Date

Agency's Signature

Date

Ross C. Anderson
Type or Print Name and Title

Director, Division of Purchasing

Date

Director, Division of Finance

<u>Sonja F. Wallace</u> Agency Contact Person	<u>536-4477</u> Telephone Number	<u>536-4457</u> Fax Number	<u>swallace@utah.gov</u> Email
--	-------------------------------------	-------------------------------	-----------------------------------

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/26/2005
By [Signature]

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance. revision date: June 20, 1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
 Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation

 Name
451 South State Street, Room 145

 Address
Salt Lake City Utah 84111

 City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.us
 Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR**STATE**

Contractor's Signature _____

Date _____

Agency's Signature _____

Date _____

Ross C. Anderson

Type or Print Name and Title

Director, Division of Purchasing _____

Date _____

Director, Division of Finance _____

Sonja F. Wallace

Agency Contact Person

536-4477

Telephone Number

536-4457

Fax Number

swallace@utah.gov

Email

(Revision 09/30/2003)

APPROVED AS TO FORM
 Salt Lake City Attorney's Office
 Date 1/26/2005
 By W. Spurdin

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,

1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation
Name
451 South State Street, Room 145
Address
Salt Lake City Utah 84111
City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.us
Federal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature _____

Date _____

Agency's Signature _____

Date _____

Ross C. Anderson

Type or Print Name and Title

Director, Division of Purchasing _____

Date _____

Director, Division of Finance _____

<u>Sonja F. Wallace</u>	<u>536-4477</u>	<u>536-4457</u>	<u>swallace@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/26/2005
By W. Spindler

ATTACHMENT A
Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "**year 2000 compatibility and fitness**" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,
1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation



Contract # _____

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department: DEQ Agency Code: 480 Division: PPA, referred to as (STATE), and the following CONTRACTOR:

Salt Lake City Corporation

Name

451 South State Street, Room 145

Address

Salt Lake City

Utah

84111

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☒ Government Agency

Contact Person Vicki Bennett Phone #535-6540 Email Vicki.Bennett@si.slc.ut.usFederal Tax ID# 87-6000279 Vendor # _____ Commodity Code # _____

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Development and application of an EMS
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY5, Bid# _____ or a pre-approved sole source authorization (from the Division of Purchasing) #: SSN/A.
4. CONTRACT PERIOD: Effective date: 01/05/05 Termination date: 10/30/05 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract. Additional information regarding costs: 100% federal funds
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Not Applicable
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid # _____ dated _____.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Contractor's Signature

Date

Agency's Signature

Date

Ross C. Anderson

Type or Print Name and Title

Director, Division of Purchasing

Date

Director, Division of FinanceSonja F. Wallace

Agency Contact Person

536-4477

Telephone Number

536-4457

Fax Number

swallace@utah.gov

Email

(Revision 09/30/2003)

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 1/36/2005
By W Speed

ATTACHMENT A

Standard Terms and Conditions

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY (including Year 2000):**

The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of Utah under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract.

In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, **especially to ensure year 2000 compatibility and fitness**, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned.

In general, "year 2000 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2000, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations.

If problems arise, the contractor will repair or replace (at no charge to the State) the product whose noncompliance is discovered and made known to the contractor in writing. If there is a Year 2000 problem, the contractor agrees to immediately assign senior engineering staff to work continuously until the product problem is corrected, time being of the essence.

Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract with respect to defects other than Year 2000 performance.

revision date: June 20,
1997

Attachement B

SALT LAKE CITY CORPORATION

January 5, 2005

Sonja Wallace
Department of Environmental Quality
168 N 1950 W
Salt Lake City, UT 84116

RE: EMS in Schools Work Plan

Dear Sonja:

Here is the work plan for the EMS in Schools project.

Purpose: The purpose of this project is to assist the Salt Lake City School District to implement Environmental Management Systems (EMS), resulting in improved environmental stewardship and cost savings, at district offices and individual schools. Environmental Management Systems create process by which organizations can identify the environmental impacts that they have, and take steps to minimize or eliminate these impacts. Most often, the items identified include waste reduction, the use of less hazardous materials, and energy and water use reductions. All of these improvements translate to greater efficiencies, and usually cost savings to the organization.

The main deliverable for this project will be a document that can be used by the school district to implement EMSs at both the district level and within the schools. The document will include instructions and examples of successful EMS models implemented in schools, and will include forms, checklists and details on the steps for EMS implementation.

Timeline: The project will be completed in three phases –

Phase 1: March – May, 2005

- a. Salt Lake City to hire contractor
- a. Identify Utah K-12 EMS objectives, targets and deliverables
- b. Internet based literature and program research

Salt Lake City Corporation will hire a contractor to complete the research and written portion of this project. Meetings will then be held with the Salt Lake City School district to identify their specific needs and current environmental management status. A complete review of existing

information will be completed to establish state-of-the-art best practices for schools. EMSs that have been implemented in other schools will be reviewed for their successes.

Phase 2: May – July, 2005

- a. Prepare draft Utah K-12 EMS framework document based on Phase I results
- b. Distribute document for comments

The draft document will include detail and information based on the needs identified in Phase I. It will be distributed to the DEQ, Salt Lake City, and the Salt Lake City School District for review. Environmental review checklists that the Salt Lake City District Offices may have will be requested at this time.

Phase 3: August – October, 2005

- a. Integrate document review results into the draft Utah K-12 EMS
- b. Complete final document

Comments will be incorporated and a final EMS will be produced. This document will be made available to all Utah schools, and published on the internet by the DEQ.

Please let me know if you need any additional information.

Sincerely,



Vicki Bennett
Environmental Programs Manager
Salt Lake City Corporation