

COTTONWOOD HEIGHTS

ORDINANCE NO. 216

AN ORDINANCE ADOPTING AN AMENDED BUDGET FOR THE PERIOD OF 1 JULY 2013 THROUGH 30 JUNE 2014

WHEREAS, the Uniform Fiscal Procedures Act for Utah Cities (the “*Act*”) provides, among other things, that prior to adoption by a city’s governing body of a municipal budget, the city’s mayor or other budget officer shall propose a tentative budget which shall be reviewed, considered and tentatively adopted by the governing body in open meeting, whereupon (a) the governing body shall establish the time and place of a public hearing to consider the adoption of the tentative budget; (b) the tentative budget shall be a public record in the office of the city’s recorder available for public inspection for a period of at least ten days prior to the adoption of a final budget; (c) notice of the public hearing shall be published in a newspaper of general circulation in the city, and on the Utah Public Notices Website, at least seven days prior to the public hearing; and (d) the public hearing shall be held; and

WHEREAS, the Act also provides that certain amendments to a city’s adopted budget require similar procedures for adoption, including approval of the amendment by resolution or ordinance following a public hearing; and

WHEREAS, pursuant to its Ordinance No. 205 (“*Ordinance 205*”) dated 18 June 2013, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a budget for the City’s 2013-14 fiscal year and set the real and personal property tax levy for realty and personalty within the City; and

WHEREAS, at a meeting of the Council on 21 January 2014, Steven Fawcett, the City’s budget officer, filed with the Council a proposed amended budget (the “*Amended Budget*”) for the City’s the current fiscal year and an accompanying budget message as required by the Act; and

WHEREAS, the Amended Budget was reviewed, considered and tentatively adopted by the Council on 28 January 2014 pursuant to its authority under UTAH CODE ANN. §10-6-118; and

WHEREAS, from and after 28 January 2014, a copy of the Amended Budget has been available for public inspection in the office of the City’s recorder; and

WHEREAS, the Council set 7:00 p.m. on 11 February 2014 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah as the time and place of a public hearing regarding adoption of the Amended Budget; and

WHEREAS, notice of the public hearing concerning the Amended Budget was timely published in the *Deseret News* and *Salt Lake Tribune* and on the Utah Public Notices Website established under UTAH CODE ANN. §63F-1-701 as required by statute; and

WHEREAS, the public hearing was held beginning at approximately 7:00 p.m. on 11 February 2014 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah to receive public comment on the Amended Budget as set forth in the published notice; and

WHEREAS, at the public hearing, all interested persons were given an opportunity to be heard; and

WHEREAS, on 11 February 2014, the Council met in regular session to consider, among other things, approving the Amended Budget as proposed; and

WHEREAS, it is the intent and desire of the Council to comply with all applicable laws regarding adoption of the Amended Budget and ratification of the property tax rate and the levying of property taxes as provided in Ordinance 205; and

WHEREAS, after careful consideration, the Council finds that it has satisfied all legal requirements to adopt the Amended Budget and to ratify the tax rate and levy property taxes as provided in Ordinance 205, and that it is in the best interests of the citizens of the City to adopt the Amended Budget presented at the 11 February 2014 public hearing as the amended final budget for the City for the period in question, and to ratify the rate of property tax and to levy taxes upon all real and personal property within the City as provided in Ordinance 205;

NOW, THEREFORE, BE IT ORDAINED by the Cottonwood Heights city council as follows:

Section 1. **Adoption of Amended Budget.**

A. The Amended Budget presented at the 11 February 2014 public hearing (as heretofore modified by the Budget Officer under Council direction, including the amendments specified on any exhibits that are attached to this Ordinance) be, and hereby is, appropriated for the corporate purposes and objects of the City for the fiscal year in question, and hereby is adopted as the City's final budget for the period of 1 July 2013 through 30 June 2014, subject to amendment.

B. A copy of the Amended Budget adopted hereby shall be certified and filed with the Utah State Auditor, as appropriate, and shall be available for public inspection during regular business hours at the City's business offices.

C. The City's manager and other officers are hereby directed to take any other necessary actions pertinent to the adoption of the Amended Budget, including, without limitation, such notification, reporting and publishing as may be required by applicable law.

D. Amounts in excess of the City's cash requirements shall be deposited in the investment fund maintained by the state treasurer under the State Money Management Act, UTAH CODE ANN. §51-7-1 *et seq.*

Section 2. **Property Tax Rate and Levy.** Section 2 of Ordinance 205 is hereby ratified, affirmed and incorporated herein by this reference.

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. ***Severability.*** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. ***Repealer.*** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. ***Effective Date.*** This Ordinance, assigned no. 216, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 11th day of February 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

DEPOSITED in the Recorder's office this 11th day of February 2014.

POSTED this ___ day of February 2014.

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-07

A RESOLUTION APPROVING A FEDERAL AID AGREEMENT
FOR LOCAL AGENCY PROJECT THROUGH
UTAH DEPARTMENT OF TRANSPORTATION
(FORT UNION BLVD. / HIGHLAND DRIVE INTERSECTION)

WHEREAS, Utah Department of Public Transportation (“*UDOT*”) administers grants of Federal funds for local transportation projects within the state of Utah; and

WHEREAS, UDOT is authorized to administer a grant of up to \$4,539,311 in Federal funds to the city of Cottonwood Heights (the “*City*”) for use in improving the intersection of Fort Union Blvd. and Highland Drive in the City, as contemplated by a “Federal Aid Agreement for Local Agency Project” (the “*Agreement*”) submitted by UDOT to the City for approval; and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 11 February 2014 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with UDOT is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-07, shall take effect immediately upon passage.

PASSED AND APPROVED this 11th day of February 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By: _____
Kory Solorio, Recorder

By _____
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 11^h day of February 2014.

RECORDED this ___ day of February 2014.

614022.1



**State of Utah
Department of Transportation**



Federal Aid Agreement for Local Agency Project CFDA No. 20.205	CITY OF COTTONWOOD HEIGHTS - Liane Stillman	Maximum Project Value Authorized \$4,539,311
PIN Number 8110 FINET Number 53084 FMIS Number F006566	Project Number F-LC35(202) Project Location FORT UNION BLVD & HIGHLAND DRIVE INTERSECTION	Agreement Number (Assigned By Comptrollers) Date Executed

The Utah Department of Transportation (UDOT) will authorize the Local Agency to proceed on the project upon execution of this agreement providing the Local Agency has complied, or hereby agreed to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87, and A-133, (4) Utah State Code, (5) Utah Department of Transportation Local Government and State Aid Project Guide, (6) the Federal Aid Project Agreement entered into between UDOT and the Federal Highway Administration (FHWA), relative to the above project. Federal funds which are to be obligated for the project may not exceed the amount shown herein, without written authority by UDOT, subject to the approval of FHWA. All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. The Local Agency is responsible for all increased costs to UDOT if the Local Agency decides not to proceed after signing this agreement. No costs are eligible for federal-aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

State Wide Transportation Improvement Program STIP 2012 - 2015

Fund*	Prior	2012	2013	2014	2015	Total	Fed Aid	State	Other	Pct
STP_URB_SL	\$0	\$10,726	\$536,308	\$1,459,831	\$2,532,446	\$4,539,311	\$4,232,000	\$0	\$307,311	6.77%
Total:	\$0	\$10,726	\$536,308	\$1,459,831	\$2,532,446	\$4,539,311	\$4,232,000	\$0	\$307,311	6.77%

*<http://www.udot.utah.gov/go/stipfundtable>

Upon signing this agreement the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$4,539,311 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to [Liane Stillman](mailto:LSTILLMAN@CH.UTAH.GOV) at LSTILLMAN@CH.UTAH.GOV the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

CITY OF COTTONWOOD HEIGHTS Official

Utah Department of Transportation

By _____ Date _____ By _____ Date _____
 Mayor Kelvyn Cullimore Region Director

By _____ Date _____
 Comptrollers Office

Provisions

I. Roles and Responsibilities:

In accordance with 23 U.S.C. 106© and 23 CFR 635.105 the Utah Department of Transportation is responsible for acting on behalf of the Federal Highway Administration in the determination of federal-aid eligibility on all Local Agency Federal-aid projects as described in Appendix C of the FHWA-UDOT Stewardship Oversight Agreement.

II. Project Authorization for Federal-aid:

The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any Federal-aid project. Federal funds shall not participate in costs incurred prior to the date of Authorization except as provided by 23 CFR 1.9(b).

III. Agreement provisions:

The Local Agency accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

IV. Liability:

Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent acts, errors or omissions in the performance of this project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

V. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.
- c. By UDOT for the convenience of the State upon written notice to the Local Agency.

- d. Upon satisfactory completion of the provisions of this agreement.
- e. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

VI. Single Audit Act:

The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. A sub-recipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

VII. Maintenance:

The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with State and Federal requirements. Future utility installations will be made according to UDOT's "Regulations for the Accommodation of Utilities on Federal-aid and Non Federal-aid Highway Right-of-Way."

VIII. Availability of Records:

For a period not less than three (3) years from the date of final project close out with Federal Government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the State and Federal Government, or furnished upon request.

IX. Payment and Reimbursement to UDOT:

UDOT shall not be ultimately responsible for any of the cost of the project. The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the Federal Government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project overruns in costs, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial close out of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

X. Reimbursement Claims by Local Agency:

The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

XI. Right of Way:

The Local Agency shall comply with 23 CFR 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html> (6) Property not incorporated into a project funded under title 23 of the United States Code.

For real property disposals the Local Agency shall comply with 23 CFR 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate Metropolitan Planning Organization or the Joint Highway Committee.

For UDOT right-of-way certifications required for advertising access the following:
<http://www.udot.utah.gov/main/f?p=100:pg:::::1:T,V:808,34728>

XII. Change in Scope and Schedule:

Local Agency recognizes that if a project scope changes from the original intent of the project

application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders.

At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency agrees they will be responsible for 100% of the costs of all change orders on the project not reimbursed by FHWA.

XIII. UDOT Service Costs:

UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XIV. H.B. 296 (UCA 72-6-108.5. Class B and C Roads – Federal-aid Highway Construction Contracts):

If the local authority desires to participate as provided in H.B. 296 (General Session 2011) to be an additional contracting party and included as an additional bondholder or obligee on the performance bond, a signed letter is to be included as an attachment to this Federal Aid Agreement. This letter must be on Local Agency letterhead and signed by the same individual that has signed the first page of this Federal Aid Agreement. This provision applies only to Federally Funded projects and only on B and C roads. *(Provision added November 7, 2011.)*

XV. Content Review

Language content was reviewed and approved by the Utah AG's office on November 7, 2011.

GENERAL (FHWA) PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions:** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.
2. **Modification:** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.
3. **Retention and Custodial for Records:**
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
4. **Equal Employment Opportunity:**
 - (a) The application/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
5. **Copeland Act:** All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Access to Records:** All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of and instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.
10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
12. **Government Rights (Unlimited):** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.
13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.
14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.
15. **Drug-Free Workplace:** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.
16. **Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000:** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 7/18/2012
PM REQUEST DATE 7/17/2012

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC35(202) **PIN No.:** 8110
Project Location: FORT UNION BLVD & HIGHLAND DRIVE INTERSECTION **FINET Prog Code No.:** 53084

UDOT Project Manager	UDOT Contract Administrator
Ritchie Taylor 2010 South 2760 West Salt Lake City, UT 84104 (801)887-3631 ritchietaylor@utah.gov	Michael R. Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

Local Government
CITY OF COTTONWOOD HEIGHTS 1265 E. FORT UNION BLVD STE.250 Cottonwood Heights, UT 84047 Liane Stillman, (801) 545-4154 LSTILLMAN@CH.UTAH.GOV

Project Value	\$4,539,311
Federal Match	\$4,232,000
Local Government Match	\$307,311
State Match	\$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

Routing Sequence	Date
1 Sent to Local Government	7/18/2012
2 Review/Approved Local Government	
3 Review/Approved UDOT Region Director (c/o UDOT PM)	
4 Consultant Services	
5 Sent to UDOT Comptroller	
6 Review/Approved UDOT Comptroller	