

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2015-11

### A RESOLUTION APPROVING AND RATIFYING A GRANT AGREEMENT WITH SORENSON LEGACY FOUNDATION

**WHEREAS**, section 2.140.401 of the COTTONWOOD HEIGHTS CODE (the “Code”) establishes the “Cottonwood Heights Arts Council” (the “Arts Council”) for the city of Cottonwood Heights (the “City”); and

**WHEREAS**, following application (the “Application”) by the City on behalf of the Arts Council, Sorenson Legacy Foundation (the “Foundation”) awarded a \$3,000 grant (the “Grant”) to the City for use by the Arts Council in connection with Cottonwood Heights Community Orchestra as specified in the Application; and

**WHEREAS**, the City desires to approve and accept the Grant on behalf of the Arts Council; and

**WHEREAS**, the City’s municipal council (the “Council”) met in regular session on 24 February 2015 to consider, among other things, (a) approving and accepting the Grant as proposed, and (b) authorizing and ratifying the City’s execution and delivery of the grant agreement (the “Agreement”) required by the Foundation before releasing the Grant funds to the Arts Council; and

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

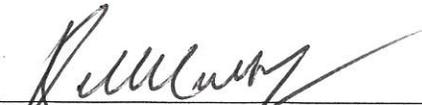
**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and accept the Grant and to authorize and ratify the City’s execution and delivery of the Agreement to the Foundation as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that (a) the Grant is hereby accepted and approved, (b) the City’s mayor and recorder, and (as necessary) any appropriate officer of the Arts Council, are authorized and directed to execute and deliver the Agreement and any related documents and instruments on behalf of the City and the Arts Council, and (c) any prior execution and delivery of the Agreement by or on behalf of the City is hereby ratified and confirmed.

This Resolution, assigned no. 2015-11, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of February 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By   
Kevlyn H. Cullimore, Jr., Mayor

ATTEST:



  
Kory Solorio, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael L. Shelton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
J. Scott Bracken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael J. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Tee W. Tyler	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of February 2015.

**RECORDED** this 25 day of February 2015.

**GRANT AGREEMENT BETWEEN  
CITY OF COTTONWOOD HEIGHTS  
CHARITABLE ORGANIZATION  
AND  
SORENSEN LEGACY FOUNDATION**

This Grant Agreement (this "Agreement") is entered into by and between the Sorenson Legacy Foundation (the "Foundation") and City of Cottonwood Heights (the "Recipient"). The Foundation has awarded the Recipient a grant in the amount of \$3,000. The purpose of the grant is: Cottonwood Heights Community Orchestra

As stated in the grant application attached hereto as Exhibit A (the "Grant Application").

In accepting the grant, the Recipient agrees to the following terms and conditions:

1. The Recipient will use the grant funds only for the purpose(s) detailed in the Grant Application or as described in this Agreement and as restricted by the terms of this Agreement.
2. The Recipient is recognized by the Internal Revenue Service as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a public charity under Section 509(a)(1) of the Code, by reason of normally receiving a substantial part of its support from governmental units or the general public. If there is a change in either the Recipient's status as a tax-exempt organization or as a public charity prior to the Recipient's expenditure of all of the grant funds in accordance with the terms of this Agreement, the Recipient shall notify the Foundation of such change in status.
3. The Recipient will provide reports on the use of the grant funds. Any such report shall be signed by an officer or trustee of the Recipient. The Recipient will maintain records of receipts and disbursements of grant funds for at least four years from the date of grant.
4. The Recipient will return all grant funds that are not used for the purpose of the grant by February 28, 2016 or within twelve (12) months of receipt of grant funds, whichever is later. In the event that the project for which the grant funds are requested is not complete by that date, the Recipient shall inform the Foundation in writing of this fact and request an extension of time. In analyzing the use of its grant funds, the Foundation considers its grant to be the last grant made, so that additional funds remaining at the end of the project will be considered the property of the Foundation. In the event that other foundations have made a similar request, the Foundation at a minimum requires that any grant funds remaining be divided on a pro rata basis based on the financial contributions to the project of other funding sources requesting prioritization.

5. No portion of the grant funds will be used for any purpose other than the purpose stated in the Grant Application or this Agreement. Further, no portion of the grant funds will be used to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of a public election, to carry on a voter registration drive, to make a grant that does not comply with Code Section 4945(d)(3) or (4), or to finance an activity for any purpose other than the charitable purposes stated in Code Section 170(c)(2)(B).

6. The Recipient represents and warrants that: (a) this grant does not satisfy or discharge in whole or part any obligation of any officer, director, trustee or other party associated with the Foundation; and (b) no gift, gratuity, financial payment or benefit has been or will be offered, promised, or given to any of the parties described in the foregoing provision (a) in connection with the grant.

This Agreement shall be effective when signed by all parties as of the latest of the dates below.

Sorenson Legacy Foundation

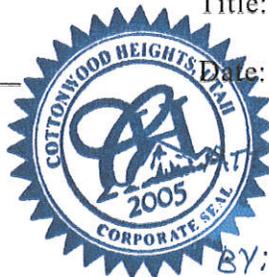
(Recipient) COTTONWOOD HEIGHTS

By: \_\_\_\_\_  
Printed Name: Lisa Meiling  
Title: Grants Manager

By: [Signature]  
Printed Name: RELYNN H. CULLINDRE, JR.  
Title: MAYOR

Date: \_\_\_\_\_

Date: 02-10-2015



EST: \_\_\_\_\_  
BY: [Signature]  
KORY SOLORIO, RECORDER