

Redevelopment Agency of Sandy City



Zach Robinson	Chair
Marci Houseman	Vice-Chair
Brooke Christensen	Board Member
Cyndi Sharkey	Board Member
Alison Stroud	Board Member
Monica Zoltanski	Board Member
Kristin Coleman-Nicholl	Board Member

Tuesday, August 25, 2020

Sandy City Hall
10000 Centennial Parkway, Sandy, Utah

Agenda

Meeting time: Approximately 5:15 p.m.

1. Motion to convene Redevelopment Agency meeting
2. Resolution RD 20-03. A Resolution approving a consulting agreement with Lewis Young Robertson & Burningham, Inc. relating to the provision of financial consulting and advisory services.
3. Approval of Minutes:
June 23, 2020
June 25, 2020
4. Motion to adjourn Redevelopment Agency meeting.

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REDEVELOPMENT AGENCY OF SANDY CITY

Resolution No. RD 20-03

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH LEWIS YOUNG ROBERTSON & BURNINGHAM, INC. RELATING TO THE PROVISION OF FINANCIAL CONSULTING AND ADVISORY SERVICES.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agencies Act” (the “Act”); and

WHEREAS, in furtherance of its objectives and purposes as authorized under the Act, the Agency desires to engage the firm of Lewis Young Robertson & Burningham, Inc. to provide certain financial consulting and advisory services to the Agency and/or Sandy City.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The Consulting Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and Executive Director is authorized and directed to execute the same, with any minor modifications, additions or revisions as may be in the Agency’s best interest and in harmony with the intent and purpose of the Consulting Agreement. The Executive Director’s signature upon the Consulting Agreement will constitute the Agency’s approval of any such minor modifications or revisions, if any.
2. This resolution takes effect upon adoption.

APPROVED AND ADOPTED the 25th day of August, 2020.

Chair

Attest:

Secretary

Exhibit A
Consulting Agreement (Lewis Young)

[attached]

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into by and between Lewis Young Robertson & Burningham, Inc. (“Consultant”) and the Redevelopment Agency of Sandy City (“Agency”), effective as of August 25, 2020 (the “Effective Date”).

RECITALS

A. The Consultant is a financial consulting firm with significant and extensive experience providing financial consulting services to community reinvestment agencies (aka redevelopment agencies or community development and renewal agencies) within the State of Utah.

B. The Agency desires to engage Consultant to provide, at the Agency’s specific direction from time to time, certain financial consulting and advisory services relating to various community reinvestment, community development, economic development, and/or urban renewal project areas to be created, extended, and/or amended by the Agency pursuant to Title 17C of the Utah Code Ann., and financial advisory services relating to the structuring, placement, etc. of debt financing by Sandy City and/or the Agency (the “Services”).

C. The Consultant, in response to a Request for Proposals provided by the Agency (the “RFP”), submitted to the Agency a consulting proposal dated July 22, 2020 (the “Proposal”) relating to the provision of the Services to the Agency and for the benefit of Sandy City and the Agency; the terms of the RFP and the Proposal are hereby incorporated into and made a part of this Agreement, except to the extent that the express terms of this Agreement may be interpreted to conflict with the RFP or Proposal, in which case the terms of this Agreement supersede any conflicting terms of the RFP or Proposal.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals/Exhibits. The above recitals, and the attached exhibits, are hereby incorporated and made an integral and binding part of this Agreement.

2. Services. Consultant will provide the Services to the Agency at the exclusive direction and oversight of the Agency acting through the Executive Director or Redevelopment Director or their designees.

3. Commercially Reasonable Efforts. Consultant will perform all Services in a diligent, timely, professional and ethical manner on a “commercially reasonable efforts” basis, consistent with the Agency’s various guidelines and policies. Likewise, the Agency will use its commercially reasonable efforts and full cooperation to assist Consultant in providing the Services. Consultant will make available to Agency such of Consultant's business time, resources, employees, and attention as may be commercially reasonable to perform the Services. Consultant shall provide the Agency with reports, oral or written, on an "as needed" basis or upon the

reasonable request of the Executive Director and/or the Redevelopment Director and/or their designees.

4. Compensation. Consultant's compensation for providing the Services shall be as set forth under the attached **Exhibit B**. The Consultant will tabulate and compile all fees for Services on a monthly basis and will provide an invoice to the Agency by or before the 15th day of the following month. Consultant will include in its invoice any reimbursable expenses, as described in the following paragraph, incurred in the applicable billing month. The invoices must detail the work completed, and the corresponding time billed, by each of Consultant's employees and staff. The Agency will pay all complete and proper invoices within 60 days after receipt of the same.

5. Expenses. Consultant will be responsible for its own expenses and shall not be entitled to seek reimbursement from the Agency without either the Executive Director or Redevelopment Director's prior written approval for a given expense. Notwithstanding the foregoing, however, the Agency will pay expenses, in addition to the fees for professional services set forth in **Exhibit B**, that are reasonably necessary for Consultant's provision of the Services. Such authorized expenses may include, but are not necessarily limited to, travel, printing and presentation graphics, and other materials costs reasonable and necessarily incurred by Consultant in the provision of its Services, and will be billed by Consultant at Consultant's actual cost without any markup.

6. Additional Services. Consultant will not, without the advance written approval of either the Executive Director or the Redevelopment Director, be paid for performing any work other than for the Services as specifically requested by Executive Director or the Redevelopment Director from time to time.

7. Ownership of Service Materials. The Agency is and shall at all times be the owner of all project deliverables produced by the Consultant or provided to the Agency in connection with the performance of the Services, including but not limited to reports, analyses, studies, presentations, plans, software files and other electronic data, etc.

8. Indemnification. The Agency and Consultant will indemnify, defend and hold harmless the other, and their respective directors, officers, employees, agents, consultants and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the Agency and the Consultant, they shall be borne by each party in proportion to each party's contribution to the claim, loss, damage or expense.

9. Term and Termination. This Agreement will terminate automatically three years after the Effective Date. During the term of this Agreement, either party may terminate this Agreement by providing at least sixty days' advance written notice to the other party. The Agency will pay all outstanding and legitimate invoices, and the Consultant will complete all pending projects, if any, prior to the termination of this Agreement.

10. Independent Contractor. Consultant is not an employee of Agency, but is engaged as an independent contractor within the meaning of common law, worker's compensation statutes, unemployment and insurance statutes, Social Security Acts, the United States Internal Revenue Code with respect to income tax withholding requirements and all other laws governing employers and employees. The methods and day-to-day activities of Consultant's provision of the Services shall be left substantially to Consultant's discretion; however, the Agency retains authority over all final decisions relating to the matters on which the Consultant provides any Services. The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph. This Agreement shall not preclude Consultant from engaging in any other consulting or project work for Sandy, the Agency, or any affiliated entities. Likewise, the Agency shall not be required to work exclusively with the Consultant regarding activities relating in any way to the Services.

11. Agency a Distinct Political Subdivision. The Consultant acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from Sandy City, for the purpose of, among other things, promoting the urban renewal, economic development, community reinvestment and community development of Sandy City. The Consultant acknowledges that although the Consultant may provide services that benefit Sandy City, Sandy City is not a party to this Agreement and Sandy City will not have any duties or obligations under this Agreement.

12. Entire Agreement. The terms contained in this Agreement constitute the entire Agreement between the Parties concerning the subject matter of this Agreement.

13. No Oral Modification. No provision of this Agreement can be modified, amended, or supplemented except in a writing signed by an authorized representative of each party to be bound.

14. Governing Law and Venue. The laws of the State of Utah govern the interpretation and enforcement of this Agreement, and any action brought to enforce any of the terms of this Agreement must be brought in the state or federal courts, as applicable, in Salt Lake County, Utah.

15. Waiver. The Parties agree that no waiver of any of the rights granted under this Agreement will be effective unless made in writing. Any written waiver will not affect other rights not specifically waived.

16. No Assignment. This Agreement may not be assigned by either party.

17. Insurance. Consultant agrees at all times during the term of this Agreement to maintain insurance in the minimum levels as required in **Exhibit A**, and to otherwise comply with the terms outlined in **Exhibit A**.

[End of terms - signature page to follow]

SIGNATURE PAGE TO CONSULTING AGREEMENT.

CONSULTANT

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Signature: _____
Name: _____
Title: _____

REDEVELOPMENT AGENCY OF SANDY CITY

Kurt Bradburn, *Executive Director*

Attest:

Vickey Barrett, *Secretary*

[Exhibit A attached]

Exhibit A

[attached]

EXHIBIT A

Insurance Requirements for Professional Consultants to the Redevelopment Agency of Sandy City

The Redevelopment Agency of Sandy City ("Agency") requires that professional consultants have an approved Certificate of Insurance on file with the Agency. The Certificate must be approved by the Agency's attorney as to meeting all of the following requirements:

General Liability:

- Policy Limit: Minimum of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury, personal injury, and property damage including operations and products, as applicable.
- Deductible: No more than \$5,000.00.
- The Agency and its officers, officials, employees, agents and volunteers shall be covered, as primary insurance, as named additional insureds.

Automobile Liability:

- Policy Limit: Minimum of \$300,000.00 per accident for bodily injury and property damage.
- Deductible: No more than \$1,000.00.
- The Agency and its officers, officials, employees, agents and volunteers shall be covered, as primary insurance, as named additional insureds.

Professional Liability/Errors and Omissions:

- Policy Limit: Minimum \$1,000,000.00 per occurrence.
- Deductible: No more than \$10,000.00.

Worker's Compensation and Employer's Liability:

- Policy Limit: Minimum required by the State of Utah.
- The contracting party shall agree to waive all rights of subrogation against the Agency and its officers, officials, employees, agents and volunteers, for losses arising from work performed by the contracting party.

The contracting party must promptly disclose, in writing, to the Redevelopment Director of the Agency all incidents or occurrences of accident, injury and/or property damage covered or potentially covered by any of the above insurance policies.

All policies must contain an endorsement providing that coverage will not be suspended, voided, altered, reduced, or canceled except after at least thirty days prior written notice has been received by the Agency.

Policies are to be provided by insurers admitted in the State of Utah with a Best's rating of no less than A-, IX, unless the Redevelopment Director of the Agency grants a waiver.

All subcontractors of the contracting party must be covered, as primary insurance, as named additional insureds under all policies, or such subcontractor(s) must provide separate proof of coverage meeting the above requirements.

The contracting party shall indemnify, defend and hold harmless the Agency and its officers, officials, employees, agents and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property, bodily injury, or personal injury received by reason of or in connection with the provision of the goods and services provided to the Agency by the contracting party or its officers, officials, employees, agents or volunteers.

The Agency reserves the right to amend these requirements from time to time and in its sole and absolute discretion.

Exhibit B

LYRB PERSONNEL	BILLABLE RATE
Principal/Lead	\$250.00/hr.
Vice President	\$180.00/hr.
Senior Analyst	\$150.00/hr.
Analyst	\$100.00/hr.
GIS Technical Support	\$115.00/hr.
Clerical	\$50.00/hr.

Meeting of the Redevelopment Agency of Sandy City

June 23, 2020 - Online Meeting
City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah
MINUTES

Present: Present: Chairwoman Kristin Coleman-Nicholl, Zach Robinson, Brooke Christensen, Alison Stroud, Marci Houseman, Cyndi Sharkey, Monica Zoltanski.

Mayor: Kurt Bradburn

Others in Attendance: CAO Matthew Huish, Deputy Mayor Evelyn Everton, Economic Development Director Nick Duerksen, City Attorney Bob Thompson, City Attorney Jeff Robinson, Administrative Services Director Brian Kelley, Fire Chief Bruce Cline, Fire Marshall Robert DeKorver, Police Chief Greg Severson, Executive Director Mike Applegarth, Council Office Analyst Dustin Fratto, Council Attorney Tracy Cowdell.

1. Motion was made by Mr. Robinson to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Ms. Houseman seconded the motion with all voting "yes".

The Redevelopment Agency Meeting commenced at 10:00 p.m.

2. Public Hearing to receive comment on Fiscal year 2020-21 tentative RDA budget.

Ms. Nicholl opened the meeting to public comment.

Steve VanMaren asked if there was a presentation for the Redevelopment Agency budget. Nick verified there is not.

Chad Jones asked for clarification as to where they were on the agenda.

With no other public comment, Ms. Nicholl closed the public comment portion.

Motion made by Ms. Nicholl to continue the RDA Budget to a special meeting to be held on or before June 26, 2020. Mr. Robinson seconded the motion.

Vote: Ms. Nicholl – Yes, Mr. Robinson - Yes, Ms. Zoltanski- Yes, Ms. Christensen – Yes, Ms. Sharkey – Yes, Ms. Stroud- Yes, Ms. Houseman – Yes.

Motion Passed: Yes – 7, No - 0

3. Approval of Minutes:
May 19, 2020

Mr. Robinson made a motion to approve the minutes for May 19, 2020. Ms. Nicholl seconded the motion, with all voting "yes".

4. Motion to adjourn Redevelopment Agency Meeting: Mr. Robinson made a motion to recess the meeting of the RDA, with all voting "yes".

The meeting recessed at 10:08 p.m.

ATTEST:

Kris Coleman-Nicholl Chairman

Vickey Barrett - Secretary

Special Meeting of the Redevelopment Agency of Sandy City

June 25, 2020 - Online Meeting
City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah
MINUTES

Present: Present: Chairwoman Kristin Coleman-Nicholl, Zach Robinson, Brooke Christensen, Alison Stroud, Marci Houseman, Cyndi Sharkey, Monica Zoltanski.

Mayor: Kurt Bradburn

Others in Attendance: CAO Matthew Huish, Economic Development Director Nick Duerksen, City Attorney Bob Thompson, Administrative Services Director Brian Kelley, Executive Director Mike Applegarth, Council Office Analyst Dustin Fratto, Council Attorney Tracy Cowdell.

1. Motion was made by Ms. Nicholl to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Ms. Stroud seconded the motion with all voting "yes".

The Redevelopment Agency Meeting commenced at 6:00 p.m.

2. Resolution RD 20-01. A Resolution of the Redevelopment Agency Board of Directors adopting the annual budget of the Redevelopment Agency of Sandy City, Utah, for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

Motion made by Ms. Nicholl to adopt Resolution RD 20-01. A Resolution of the Redevelopment Agency Board of Directors adopting the annual budget of the Redevelopment Agency of Sandy City, Utah, for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Ms. Sharkey seconded the motion.

Ms. Nicholl opened the meeting to public comment.

Greg Lovato made a comment not related to the RDA budget.

With no other public comment, Ms. Nicholl closed the public comment portion.

Vote: Ms. Christensen – Yes, Ms. Nicholl – Yes, Mr. Robinson – Yes, Ms. Zoltanski- Yes, Ms. Houseman - Yes, Ms. Stroud- Yes, Ms. Sharkey

Motion Passed: Yes –7, No – 0

3. Motion to adjourn Redevelopment Agency Meeting: Ms. Nicholl made a motion to recess the meeting of the RDA. Mr. Robinson seconded the motion, with all voting "yes".

The meeting recessed at 6:09 p.m.

ATTEST:

Kris Coleman-Nicholl – Chairman

Vickey Barrett - Secretary