

**CITY OF MOAB ORDINANCE NO. 2018-03**

**AN ORDINANCE AMENDING CITY PROCUREMENT PROCEDURES, AMENDING CERTAIN ETHICS PROVISIONS, AND PROVIDING FOR DISCLOSURE OF TRANSACTIONS IN WHICH CITY EMPLOYEES OR OFFICIALS MAY HAVE A PERSONAL INTEREST.**

- a. The City of Moab maintains a purchasing ordinance to provide for the efficient acquisition of goods, services, and equipment required by the City.
- b. The City of Moab has determined that there is a need to periodically update and amend its purchasing ordinances for the purpose of assuring that public funds are allocated responsibly.
- c. In light of experience gained following the recent adoption of the ordinance amending purchasing and ethics provisions, the City determines that a few amendments are in order.
- d. Additionally, the City wishes to expand upon and improve the visibility of ethics provisions applicable to City employees and officials.

Now therefore, the City of Moab repeals the entirety of MMC § 2.28.010 through 200 and enacts the following:

Chapter 2.01

**ETHICS FOR CITY EMPLOYEES AND OFFICIALS**

2.01.010 **Definitions.** The following definitions apply to this Chapter:

A. “Employee” means a person who is not an elected officer of the City of Moab and who performs services for the City on a full or part time basis in exchange for wages.

B. “Entity” means a sole proprietorship, partnership, association, joint venture, corporation, trust, limited liability company, or similar business entity.

C. “Interest” means a pecuniary, monetary, or other material benefit which may accrue to a City official or employee as a result of any business transaction, contract, or official act by the City. For purposes of this Chapter, an official or employee of the City shall be deemed to have an interest in the affairs of:

- 1) A spouse, sibling, child (whether natural or adoptive and regardless of age), parent/grandparent, aunt/uncle, niece/nephew, or first cousin;
- 2) A household member, which is defined to be an unrelated adult living with the official or employee in the same domicile;
- 3) A business entity in which the official or employee is an officer, director, manager, or employee; or

4) A business entity in which the official or employee holds legal or beneficial ownership in excess of ten percent (10%) of the total stock or total beneficial ownership.

D. "Official" means the Mayor, the members of the City Council, and the appointed members of all other City boards or commissions.

2.01.020 **Provisions Supplemental to State Law.** This provisions of this Chapter are supplemental, and in addition to, the provisions of the Utah Municipal Officers' and Employees' Ethics Act, U.C.A. § 10-3-1301, et seq.

2.01.030 **Employee and Official Ethics.**

A. **No Oversight of Related Persons.** An employee or official of the City shall not supervise or exercise oversight with respect to any City contract where the employee or official has an interest, as defined by this Chapter, in the party performing the contract.

B. **Disclosure as to Related Businesses; Disqualification.** Every employee or official of the City who has an interest, as defined by this Chapter, in a related person, business, or entity shall publicly disclose to the City, in writing and on forms maintained by the City, the nature of that interest immediately prior to any official action or discussion with respect to that related person, business, or entity. For purposes of this subsection, the disclosure is required where the employee or official has an interest in a person, business, or entity or who:

1) Maintains or anticipates entering into a contract with the City;

2) Seeks City approval of a license, permit, land-use application, or similar City decision; or

3) May be subject to regulatory, enforcement, or legal action by the City.

4) The employee or official having an interest as described in this subsection shall not vote or otherwise participate in any decision or official action pertaining to that related person, business, or entity, and the disclosure shall be noted in the minutes of the decision making body.

C. **Annual Disclosures.** Employees and officials shall disclose in writing, at least annually, their interest in all entities doing business with the City. Written disclosures shall be updated promptly when there is any change in the employee or official's interest in the related entity.

D. **No Disclosure of Confidential Information Pertaining to City Business.** No City employee or official, with respect to any contract, transaction, or decision which is or may be the subject of an official act of the City shall, without proper legal authorization, disclose private, controlled, or protected information concerning the transaction, any actions of the City, or otherwise use such information to benefit the personal or economic interest of the employee or official, or others.

1) The terms “private,” “controlled,” or “protected” shall have the same meanings as defined in the Utah Government Records Access and Management Act (GRAMA), U.C.A. § 63G-2-103.

E. **Retaliation Prohibited.** Employees who act in good faith to report or disclose to the City any misconduct or actions undertaken in violation of this Chapter shall not be subjected to any adverse employment action for doing so. Nothing in this provision shall be deemed to alter any other employment policies or procedures.

F. **Employees and Officials Prohibited from Using Position to Secure Special Privileges for Related Parties.** No employee or official shall use his or her office or position for the purpose of securing special privileges or pecuniary benefits for the employee or official, or for entities or persons in which that employee has an interest, as defined by this Chapter.

G. **Disclosure of Persons and Businesses Doing Business with the City.** The identity of persons or entities doing business or maintaining contracts with the City is public information which is subject to disclosure pursuant to requests under the Government Records Access and Management Act.

2.01.040 **Remedies.** The sole remedies for violations of this Chapter are as follows:

A. A contract, transaction, or decision which is approved in violation of this Chapter is voidable, in whole or in part, in the discretion of the City Council or applicable decision making body.

B. An employee who knowingly violates this Chapter may face disciplinary action, subject to applicable personnel policies, up to and including termination.

C. An official who knowingly violates this Chapter may be subject to removal from office in the manner otherwise provided by law.

D. Nothing in this Chapter shall be interpreted as conferring a private cause of action upon any person who may seek to set aside a particular contract, transaction, or decision.

## **Chapter 2.28**

### **PURCHASING PROCEDURES**

2.28.010 **Purpose.** The purpose of this Chapter is to ensure integrity in the procurement process by assuring that purchases are conducted in an open and competitive manner. Additionally, this Chapter is intended to establish standards of conduct for City employees and officials, and avoid conflicts of interest in procurement decision making.

2.28.020 **Definitions.** The following definitions apply to this Chapter.

A. “City Manager” means the person appointed as City Manager, as defined under MMC Chapter 2.10.

B. “Debarment” means a classification under this Chapter by which a person is precluded, in whole or in part, from bidding or being selected for the award of a contract with the City of Moab.

C. “Employee” means a person who is not an elected officer of the City of Moab and who performs services for the City on a full-time or part time-basis in exchange for wages.

D. “Essential Public Works” mean the City culinary water system, wastewater treatment system, storm-water conveyance system, flood control system, or streets and sidewalks.

E. “Local Vendor” means a person or business entity holding a business license and having its sole place of business within Grand County, Utah.

F. “Non-Responsive” means a proposal or bid from a person which does not conform to the published requirements for a procurement as to such terms as: quantity; scope of services; price; quality; time of submittal or performance; or other material requirements established by the Purchasing Agent.

G. “Official” means the Mayor, the members of the City Council, and the appointed members of all other City boards and commissions.

H. “Prequalification” means a screening process whereby persons who may wish to enter into a contract with the City are evaluated for eligibility pursuant to a set of criteria published by the Purchasing Agent.

I. “Procurement” means the process of contracting for construction, goods, services, equipment, or personal property by the City pursuant to established purchasing procedures.

J. “Procurement Threshold” as used in Section 100 of this Chapter means the dollar limits on purchasing and the associated purchasing procedures, as set forth in Sections 040, 050, 070, or 080 of this Chapter.

K. “Proposal” means a written statement by a person to provide goods, services, or both having a value of no more than fifty thousand dollars (\$50,000.00) which is submitted in response to a City request for proposals. A proposal may contain terms other than price and include details as to: experience; quality; suitability for intended purposes; scheduling or manner of delivery; or other criteria.

L. “Purchasing Agent” means the person tasked with administering this Chapter, as specified from time to time. Unless otherwise designated by the City Council, the Purchasing Agent shall be the Recorder.

M. “Purchasing Order” means a document issued by the Purchasing Agent whereby the City undertakes to purchase goods, services, or other property from an outside vendor or provider by specifying the types, quantities, price, and other material terms.

N. “Recorder” means the City Recorder as appointed pursuant to MMC Chapter 2.12 or the Deputy Recorder, who may perform those functions in the Recorder’s absence.

O. “Sealed Bid” means a written statement by a person to provide goods, services, or both which is submitted confidentially and opened publicly at a time specified by the City in its invitation for bids. A sealed bid responds to the detailed specifications outlined in the City’s invitation for bids and is the offer of the person submitting the bid to enter into a contract in accordance with its terms.

2.28.030 **Purchasing Agent.** The Purchasing Agent shall be responsible for all purchases of equipment, goods, or services required by the City. It is the duty of the Purchasing Agent and all City employees to engage in purchasing in a manner which is honest, transparent, fosters broad-based competition, and which provides the most advantageous terms to the City. All City department heads shall transmit their written purchasing requests to the Purchasing Agent for review and approval.

A. The Purchasing Agent shall evaluate all requests for expenditures to determine if: 1) sums requested have been budgeted; 2) procurement processes have been followed; 3) contract provisions have been performed; and 4) City expenditures have been properly coded using expense accounting procedures.

B. The Purchasing Agent will confer with the City Manager and department heads with respect to the development of requests for proposals (RFPs) where necessary as part of the procurement process.

C. The Purchasing Agent shall verify that parties awarded contracts under this Chapter possess all required licenses and permits (e.g. engineering, construction trades licensing, building permits, or the like) needed to perform the specified tasks.

2.28.040 **Purchasing Authority- Small Purchases.** Upon the request of any department head or upon the Purchasing Agent’s own request, the Purchasing Agent has authority to procure goods, services, equipment, or other personal property with a cost of not more than twenty five thousand dollars (\$25,000.00) (Small Purchases) by issuing a purchasing order to the applicable vendor. The Purchasing Agent shall engage in reasonable diligence to assure that Small Purchases are obtained upon the best possible terms, considering price, quality, reliability, availability, and performance of the vendor or provider.

A. Professional Services, Design Services, or Construction Services procured under this Section shall be confirmed by award of a contract, in the form approved by the City, containing all required specifications. A department shall include minimum specifications when using the small purchase threshold for professional, design, or construction services.

2.28.050 **Competitive Proposals for Projects up to \$50,000.00.** For all procurements having a cost which is likely to exceed twenty five thousand dollars (\$25,000.00), but which is not to exceed fifty thousand dollars (\$50,000.00), the Purchasing Agent shall solicit competitive proposals from at least three vendors. All responsive proposals shall be reviewed by the Purchasing Agent as to the most favorable proposal with respect to price, quality, reliability, availability, and performance of the vendor. The Purchasing Agent, in his/her discretion, may

approve the procurement, request additional information, reject all proposals, or refer the procurement to the City Council for a decision

2.28.060      **Unresponsive Bidders for Competitive Proposals.** In procurements subject to Section 050, above, if fewer than three proposals are received by the submittal deadline and the department head provides sufficient documentation to the Purchasing Agent that the request for proposals have been sent to: 1) five providers; and 2) all local providers of the property or service to be procured; then the requirement for at least three proposals may be waived by the Purchasing Agent if the proposals received are deemed competitive and fair.

2.28.070      **Essential Public Works Projects.** For procurements involving Essential Public Works and having a cost in excess of twenty five thousand dollars (\$25,000.00) but not exceeding fifty thousand dollars (\$50,000.00), the Purchasing Agent and the City Manager may waive the competitive proposals requirement, provided that the Purchasing Agent obtains written proposals from at least three vendors and the Purchasing Agent determines that the proposals are competitive and fair.

2.28.080      **Sealed Bids for Projects in Excess of \$50,000.00.** For all procurements having a cost which is likely to exceed fifty thousand dollars (\$50,000.00) the Purchasing Agent shall solicit sealed bids from responsible bidders. The Purchasing Agent, in conjunction with the applicable department head, shall develop specifications for the procurement and may pre-qualify vendors who, on the basis of experience, training, financial strength, past performance, or the like, have the capability to perform.

A.      Procurements subject to sealed bids shall be published in a manner calculated to provide notice to interested vendors, but which shall at least include publication on the City’s website and by newspaper, and via other relevant bid advertising media. The Purchasing Agent may re-publish or extend the bidding deadline if the notice has generated insufficient vendor response.

B.      Bids shall be opened publicly at a date and time which is published.

C.      The Purchasing Agent may reject non-responsive bids. Bids which contain a mathematical or similar error may be withdrawn by the bidder at any time prior to acceptance by the City.

D.      All responsive bids shall be presented to the City Council, subject to a recommendation by the Purchasing Agent as to the most favorable proposal with respect to adherence to specifications, price, quality, reliability, availability, and performance of the vendor. The City Council will review the recommendation and, in its discretion, may approve the recommendation, request additional information, or reject all proposals.

2.28.090      **Local Business Preference.** Local vendors, as defined by this Chapter, may receive a procurement preference as follows:

A. A request for a local business preference along with any necessary documentation establishing that a party is a Local Vendor must be submitted to the Purchasing Agent in writing in conjunction with the delivery of the vendor proposal or bid;

B. A responsive proposal or bid from a Local Vendor will be deemed the lowest proposal or bid if the total cost is no more than five percent (5%) greater than the lowest responsive proposal or bid from a non-local vendor.

C. The Local Vendor preference shall not exceed the sum of twenty five thousand dollars (\$25,000.00). For example, if a non-local bidder bids \$600,000.00 for a procurement and a Local Vendor bids \$630,000.00 (5% of the non-local bid), the contract will be awarded to the Local Vendor in an amount not to exceed \$625,000.00. A Local Vendor who cannot honor the cap on the bid preference may withdraw its bid at any time prior to acceptance.

D. The City may reject an award of a contract subject to a Local Vendor preference if the preference would result in a contract exceeding budgeted or legally available amounts.

2.28.100 **Repeat Purchases Not to Evade Procurement Thresholds.** City employees or officials shall not engage in any practice or actions which have the purpose or effect of evading the procurement rules of this Chapter.

A. **Annual Review of Program Purchases.** Where programmatic or repeated procurements in the defined areas specified in this Section, as anticipated in approved budgets, are individually beneath any particular procurement threshold, but likely to exceed a procurement threshold when combined, the Purchasing Agent shall confer with the applicable department head and define an expected scope of procurements for the fiscal year.

B. **Routine Retail Purchases Excluded.** The restrictions of this Section 100 shall not apply to repeat or routine purchases of items from retail businesses where a procurement process would be inefficient (e.g. repeat purchases of lumber, hardware, or janitorial supplies on an as-needed basis).

C. **Professional, Design, and Construction Services Cumulative Threshold.** Where professional services, design services, or construction services are procured under Small Purchases purchasing authority, Section 040, the cumulative amount of repeat purchases (such as separate task orders) in any fiscal year shall not exceed fifty thousand dollars (\$50,000.00) for that provider contract.

2.28.110 **Procurement Exceptions.** The following procurement exceptions are authorized by this Chapter.

A. **Emergencies.** Where there is an emergency situation involving a threat to public health, welfare, or safety, including but not limited to, essential public works such as the wastewater treatment system, culinary water system, storm-water system, or the like, the Purchasing Agent, in consultation with the City Manager, may waive the procurement rules specified by this Chapter. The Purchasing Agent shall report the emergency procurement exception to the City Council no later than thirty days from the date of the procurement. The

Purchasing Agent shall assure that the terms of the procurement are as competitive and favorable as the circumstances will allow. When the emergency has passed all further procurement shall be conducted in conformity with the other procedures of this Chapter.

1) City Department Heads should seek to obtain competitive emergency purchases by using telephone quotes, internet or catalog quotes, limited invitations to bid, or similar procedures to the extent practicable, and consistent with the need to protect public health and safety.

2) The Purchasing Agent and City Manager shall make a written determination documenting the emergency and the selection of the procurement item. A record of the determination and selection shall be kept in the contract file. The documentation may be made after the emergency condition has passed.

**B. State Approved Contracts.** Pursuant to U.C.A. § 11-13-201 the City is authorized to enter into joint purchasing arrangements with other governmental entities. Where the State of Utah or other competitive purchasing groups have established standard procurement contracts for state agencies which are available to local governments, the City is not required to engage in a different procurement process, and may purchase goods, services, equipment, or the like pursuant to the published price schedules, catalog prices, or specified terms established by the state or the competitive purchasing group. City departments are encouraged to utilize State of Utah competitive purchasing group procurements where appropriate. The Purchasing Agent must approve the purchase order in advance and, if it exceeds the sum of one hundred thousand dollars (\$100,000.00), the purchase is subject to City Council review and approval.

**C. Single Source Procurement.** Where there is only a single source available for a particular procurement, the Purchasing Agent may waive proposal or bid requirements, provided that the department head undertakes reasonable efforts to: 1) document that no alternative provider is available; and 2) secure the most advantageous terms for the City. The Purchasing Agent must approve the purchase order in advance and, if it exceeds the sum of fifty thousand dollars (\$50,000.00), the purchase is subject to City Council review and approval.

1) Sole-source procurement awards do not involve standard procurement process and should only be used when justified after reasonable research has been conducted to determine if there are other available sources, and an analysis has been done to determine if a sole source award is cost justified.

2) Circumstances for which a sole-source contract awards may be justified include:

a. A procurement item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor;

b. A component or replacement part for which there is no commercially available substitute, and which can only be obtained directly from the manufacturer; or

c. An exclusive maintenance, service, or warranty agreement.



3) Prior to awarding a sole source contract, the applicable department shall conduct a price analysis to determine if the same or similar items are available from another source.

4) An urgent or unexpected circumstance for a procurement does not justify the award of a contract using the sole-source exception.

D. **Exclusions.** The following contracts or transactions are excluded from the Procurement provisions of this Chapter: contracts for the purchase/sale of an interest in real estate; employment contracts; contract change orders or modifications; intergovernmental agreements; grant or similar agreements where the City serves as a funding conduit to a third party; non-employee statutory appointee contracts; utility, franchise, or public right-of-way agreements; extensions of existing contracts, and agreements with interlocal coop entities (e.g. local government mutual insurance agencies).

E. **Alternative Procurement Processes.** The City Council may authorize other or alternative procurement procedures on a case by case basis upon a showing of good cause.

2.28.120 **Certification and Approval of Bills.** The Purchasing Agent shall receive all invoices, bills, and other sums claimed to be owing by the City. In consultation with the City Manager and department heads, the Purchasing Agent shall review and certify for payment all account payable items. Upon certification by the Purchasing Agent the invoices and bills shall then be deemed payable as an obligation of the City. During any City Council meeting, the City Council may choose to review the Purchasing Agent's payment certification and, if satisfied as to its accuracy, approve the certification. Any concerns as to whether any expenditure is proper shall be promptly brought to the attention of the City Manager and Purchasing Agent.

2.28.130 **Authority for Contract Execution.** The City Manager has authority to execute all contracts under this Chapter, including contract modifications, extensions, and change orders, with a contract price of not exceeding fifty thousand dollars (\$50,000.00). All other contracts awarded under this Chapter shall be executed by the Mayor. To be valid, the Recorder must attest the signatures of the Mayor or City Manager on all contracts executed pursuant to this Chapter.

2.28.140 **Construction Bonding.** General contractors and others providing construction services pursuant to a contract with the City shall deliver a bond from a surety authorized to do business in the State of Utah or other approved form as provided in this Chapter.

A. A bid security bond in an amount equal to five percent of the amount of the bid is required for all construction projects in which the bid amount exceeds fifty thousand dollars (\$50,000.00).

B. Payment and performance bonds in an amount equal to one hundred percent of the contract price are required for all construction contracts in excess of fifty thousand dollars (\$50,000.00), unless alternative security is authorized pursuant to this Chapter.

C. The City Manager and Purchasing Agent may waive or alter the bonding requirements on contracts with a total contract price of not more than five hundred thousand dollars (\$500,000.00) where: 1) it is determined that bonding in the required amount cannot be reasonably obtained; and 2) alternative means of security which provide an adequate substitute for payment and performance bonds are sufficient. This staff-level waiver shall be made in writing, with notice to the City Council.

D. In every construction contract where there is a modification of bonding requirements, or where no bonding is required (e.g. contracts under \$50,000.00 in value), the construction contract shall contain one or more alternative security mechanisms to secure performance by the contractor and/or payment to subcontractors, laborers, and material suppliers. Alternative security mechanisms may include: 1) an irrevocable letter of credit payable to the City; 2) a first position deed of trust on real property; 3) a cash deposit to be held by the City; or 4) other collateral, contract, or security instruments as approved by the City Attorney.

E. In every construction contract where there is a modification of bonding requirements, or where no bonding is required, the City is authorized to: 1) issue payment in the form of joint payee checks payable to the general contractor and subcontractors, laborers, or material suppliers; 2) require that subcontractors, laborers, and material suppliers execute payment waivers extinguishing claims against the City, in a form acceptable to the City Attorney, concurrent with progress payments and at final completion; and/or 3) alter retainage disbursements.

2.28.150 **Recorder to Maintain Contract Records.** The Recorder shall keep records documenting all contracts entered into by the City and documenting all expenditures under those contracts.

2.28.160 **Surplus Personal Property.** The Recorder may dispose of surplus personal property of the City at a publicly noticed and advertised sale. All such sales shall be undertaken in a commercially reasonable manner, after notice to the City Council, and in conformity with the Surplus Property Policy, as established by the City from time to time.

2.28.170 **Sales Tax Exemption.** In all contracts awarded under this Chapter the contractor shall provide to the City proof that all goods, services, materials, equipment, or fixtures which are purchased under the contract are subject to the sales tax exemption possessed by the City as a governmental entity. No contract awarded under this Chapter shall include any purported mark up or other charge for sales tax.

2.28.180 **Debarment Procedures.** No person who has been debarred by the City shall be eligible to bid or enter into any contracts with the City during the period of debarment.

A. **Grounds for Debarment.** Causes for debarment include:

1) Conviction under state or federal law of the offense of embezzlement, theft, forgery, bribery, or any similar offense indicating dishonesty;

2) Failure without good cause to perform any contract with the City of Moab, including any warranty provisions;

3) Failure to perform any bid or proposal made to the City of Moab;

4) Engaging in any acts which are a violation of this Chapter;

5) Unlawful acts (including, but not limited to, lack of proper licensure), dishonesty, or incompetence in the performance of any contract with the City of Moab; or

6) Any other cause which the City determines to be so serious or compelling as to affect the responsibility of the contractor, including debarment or criminal proceedings involving another governmental entity.

**B. Notice.** Before entering any debarment decision, the Purchasing Agent shall deliver written notice to the person who may be subject to debarment. The notice shall be delivered to the last known address of the person by in-person delivery, courier, certified mail, or first class mail. The notice shall disclose the facts or events giving rise to a debarment determination in reasonable detail, and shall advise the recipient that he/she may request a hearing by delivering written notice to the City no later than thirty (30) days from the date of the debarment notice.

**C. Hearing Procedures.** A debarment hearing shall be conducted informally before the City Manager. The rules of evidence shall not apply to the hearing, but both parties shall be permitted to offer testimony, exhibits, or other information in support of their positions. An audio or video recording of the hearing shall be kept. The City shall maintain the record of the hearing, together with copies of all documents and evidence submitted by the parties or otherwise relied upon in reaching the decision.

**D. Decision.** The City Manager may: 1) reject debarment; 2) order debarment for a period of time of not less than thirty (30) days, nor more than three (3) years; or 3) issue a partial debarment order limiting, for example, the types of work, total dollar amount of work, or other conditions under which a person shall be authorized to enter into contracts with the City. All decisions shall be issued promptly following the conclusion of the hearing and be in writing. The decision shall state in reasonable detail the reasons for the decision.

**2.28.190 Debarment Appeals.** Any person who is debarred pursuant to this Chapter may appeal that decision by filing an action in the Seventh Judicial District Court no later than thirty (30) days from the date of the decision which is subject to appeal. The City shall promptly transmit the record of the proceedings to the court. Review by the district court shall be based on the record before the City Manager.

**A. Standard of Review.** No person shall appeal to the district court a decision by the City unless that person has exhausted his/her administrative remedies. District court review shall be limited to those matters which were actually contested before the City. The court shall: 1) presume that the decision is valid; and 2) determine only whether or not the decision is arbitrary, capricious, or illegal.

2.28.200 **Remedies.** The sole remedies for violations of this Chapter (excluding sections 180 and 190 pertaining to contractor debarment) are as follows:

A. A contract, transaction, or decision which is entered into in violation of this Chapter is voidable, in whole or in part, in the discretion of the City Council.

B. An employee who knowingly violates this Chapter may face disciplinary action, subject to applicable personnel policies, up to and including termination.

C. An official who knowingly violates this Chapter may be subject to removal from office in the manner otherwise provided by law.

D. Nothing in this Chapter shall be interpreted as conferring a private cause of action upon any person seeking to set aside a particular contract, transaction, or decision.

Approved and adopted by majority vote of the Moab City Council. This ordinance shall take effect immediately upon passage.

By: \_\_\_\_\_

Mayor Emily Niehaus

\_\_\_\_\_ Date

Attest:

By: \_\_\_\_\_

Rachel Stenta, Recorder

\_\_\_\_\_ Date

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