SOUTH SALT LAKE
CITY ON THE MOVE

CITY COUNCIL

MEMBERS:

LEANNE HUFF
COREY THOMAS
SHARLA BYNUM
NICK MITCHELL
PAUL SANCHEZ
NATALIE PINKNEY
CLARISSA WILLIAMS

ARIEL ANDRUS
CITY RECORDER
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
P 801.483.6019
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SSLC.GOV

South Salt Lake City Council
Work Meeting Agenda

Public notice is hereby given that the **South Salt Lake City Council** will hold a Work Meeting on **Wednesday, July 10, 2024** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **6:30 p.m**., or as soon thereafter as possible.

To watch the meeting live click the link below to join:
https://zoom.us/j/93438486912

Watch recorded City Council meetings at: youtube.com/@SouthSaltLakeCity

Conducting: Council Chair Bynum

Matters for Discussion:

1.	Discussion – Code Changes Regarding Utilities to be Placed Underground During Subdivision in City Facilities and Historic Landmark Use Districts	Spencer Cawley
2.	Discussion – TRCC Interlocal Agreement with Salt Lake County	Sharen Hauri
3.	Discussion – City Council Rules: Conduct of Attendees	Sharla Bynum
4.	Discussion – Ordinance Enacting 13.56.180 of City Municipal Code to Enact Outside Water Use Time Restrictions in South Salt Lake City	Craig Giles

Adjourn

Posted July 5, 2024

Those needing auxiliary communicative aids or other services for this meeting should contact Ariel Andrus at 801-483-6019, giving at least 24 hours' notice.

In accordance with State Statute and Council Policy, one or more Council Members may be connected electronically.

Have a question or concern? Call the connect line 801-464-6757 or email connect@sslc.gov

Utilities Code Amendment

SSLC City Council – Work Meeting

July 10, 2024

SOUTH SALT LAKE

Overview of Proposed Ordinance Amendment

- Allow exceptions to the requirement to relocate utilities underground.
  - City-owned properties to be exempt – taxpayer money saved.
  - Electric transmission lines – costly for all property owners.
  - Utilities co-located with existing infrastructure.
  - Sites within the Historic and Landmark District.

- The Planning Commission will hold a public hearing next week.

- Staff will bring this before the Council during the July 31 regular meeting.

SOUTH SALT LAKE

Overview of Proposed Ordinance Amendment

CODE SECTIONS	HIGHLIGHT OF CHANGES
Amending Chapter 17.10 Subdivision and Platting	○ <u>Exceptions to Relocation of Utilities:</u> **17.10.190** ✓ Allow city-owned properties to be exempt from the requirements of locating utilities underground. ✓ Proposed exceptions: ▪ Utilities are co-located with existing infrastructure, such as electric power lines attached and streetlights ▪ Electric transmission lines ▪ City-owned property ▪ Historic and Landmark District

SOUTH SALT LAKE

Questions?

SOUTH SALT LAKE

RESOLUTION NO. R2024-___

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDING FOR THE HISTORIC SCOTT SCHOOL ARTS AND COMMUNITY CENTER PROGRAMMING AND DESIGN.

WHEREAS, Salt Lake County (the "County") receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the TRCC Act");

WHEREAS, the TRCC Act provides that TRCC Funds may be used, among other things for the development, operation, and maintenance of publicly owned or operated recreation, cultural or convention facilities;

WHEREAS, the South Salt Lake (the "City") has applied for and requested TRCC Funds from the County to facilitate the design and programming of the Historic Scott School Arts and Community Center (the "Project");

WHEREAS, the County appropriated TRCC Funds for such purpose as part of its budget;

WHEREAS, the City and County are "public agencies" under the Utah Interlocal Cooperation Act. Utah Code Ann. §§ 11-13-101 et seq. (the "Cooperation Act") and are authorized by the Cooperation Act to work jointly with one another on the basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, the Cooperation Act also authorizes a public agency to share its tax and other revenues with other public agencies;

WHEREAS, the City and County desire to enter into the Interlocal Cooperation Agreement between Salt Lake County for its Department of Community Services and City of South Salt Lake (the "Agreement"), attached as Exhibit A, for the purpose of receiving TRCC Funds; and

WHEREAS, the South Salt Lake City Council (the "Council") met in regular session on July 10, 2024 to consider, among other things, the City's entry into the Agreement and after careful consideration, has determined that it is in the best interests of its residents, business owners and visitors of the City to approve entering into the Agreement as proposed.

NOW, THEREFORE, BE IT RESOLVED, by the South Salt Lake City Council that the Agreement attached as Exhibit A, is hereby approved, and that the City's Mayor and Recorder are authorized and directed to execute and deliver the Agreement to the County on behalf of the City.

(signatures on following page)

PASSED AND APPROVED by the City Council of the City of South Salt Lake, Utah on this _____ day of_____ 2024.

BY THE CITY COUNCIL:

_____

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Huff: _____

Thomas: _____

Bynum: _____

Mitchell: _____

Sanchez: _____

Pinkney: _____

Williams: _____

ATTEST:

_____

Ariel Andrus, City Recorder

Exhibit A

INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY FOR ITS DEPARTMENT OF COMMUNITY SERVICES AND CITY OF SOUTH SALT LAKE

County Contract No. _____
DA Log No. 24CIV000312

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF SOUTH SALT LAKE

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **CITY OF SOUTH SALT LAKE**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its City application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Historic Scott School Arts and Community Center Programming and Design (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq*. (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **One Hundred Thousand Dollars ($100,000.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as EXHIBIT A by **March 31, 2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall

make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at https://slco.org/community-services/trcc-support-program/, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at https://slco.org/community-services/trcc-support-program/, detailing how the TRCC Funds were expended no later than **December 31, 2024 and June 30, 2025**.

G. Recordkeeping. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly

authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon City's full expenditure of the TRCC Funds received under this Agreement and upon City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City

under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is

material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority**.** The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director
Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By Craig J. Wangsgard Digitally signed by Craig J. Wangsgard Date: 2024.03.08 12:48:02 -07'00'
Senior Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

CITY OF SOUTH SALT LAKE

By _____

Name: _____

Title: _____

Dated: _____, 2024

Attest:

_____
_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By_____

Name: _____

Dated: _____, 2024

EXHIBIT A
Application

Powered by ZoomGrants™ and

Salt Lake County
Community Services
TRCC
TRCC 2023 Support Program Application (2024 County budget)
Deadline: 6/16/2023

City of South Salt Lake

Historic Scott School Arts and Community Center Programming and Design

Jump to: Application Questions Documents

$ 100,000.00 Requested

Submitted: 6/16/2023 3:56:18 PM (Pacific)

Project Contact
Sharen Hauri
shauri@sslc.gov
Tel: 8014646771

Additional Contacts
jengar@sslc.gov,lallen@sslc.gov

City of South Salt Lake

220 E Morris Ave #200
Salt Lake City, UT 84115
United States

Telephone8014646771
Fax
Web sslc.gov and sslarts.org

Mayor
Cherie Wood
mayor@sslc.gov

Application Questions *top*

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Please select your support program category:
Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- [ ] TOUR - Tourism Project Support
- [ ] PRT - Parks, Recreation and Trails Support
- [x] CFSP - Cultural Facilities Support
- [ ] CON - Convention Facilities Support
- [ ] Other (Please contact the county if you select this option)

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".
3571 S 500 East

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.
History:
The Historic Scott School is a cultural legacy dating back to John and Mary Pugh Scott's pioneer family who settled here in 1849. The first school here was built soon after in a log cabin. In 1890, the Scott School building was built and remains today the oldest continuously operating school/education facility in the Salt Lake Valley. This pioneer school became Granite High School in 1907. When the new high school was built to the south, Granite High continued to add buildings here and use Scott School for arts, auto shop, and even gym classes. Since that time, a variety of different organizations have offered different classes on this campus, with an emphasis on the arts, crafts and pioneer skills. Granite High School was demolished in

2017, leaving Scott School as the sole remnant of this rich history. It is a major anchor to a cultural corner at 3300 S 500 East that complements the County's new Granite Library to the south.

The city acquired the property in 2007 with the assistance of a SL County ZAP grant. The city completed an initial assessment and master plan in 2009. It completed a more thorough programming and concept design for all the buildings in 2015, with help from Salt Lake County's Cultural Facilities Support Program. From there, occupancy changed with the Promise SSL program growing, the Arts Council strengthening and the Pioneer Craft house moving out in 2021. Subsequently, in 2023 the city undertook a major remodel of the Redwood Building to update and reorganize the interior of the building and make upgrades to site access and the parking lot. These projects include CDBG funding and a focus on supporting underserved communities.
The property is protected by a SSL City Historic zone designation and a Historic Preservation easement owned by SL County. The Scott School building was denied an honorary National Register designation in the 1980s due to significant alterations and has been largely untouched since.
Location: The Historic Scott School Campus has 15,500 square feet of space in 5 buildings on 1.7 acres located a 3271 S 500 E. It includes:
• Two major buildings: Historic Scott School (7400 sf) used by community for arts, culture and gathering in classrooms, arts studio. Redwood Building (5100 sf) used by Promise SSL for youth programs.
• Three support buildings – Cottage (1700 sf), Wood Shop (800 sf), Annex (500 sf), currently for used by community partners for basic needs services and also specialized art classes.
• Great Lawn – green space for art, activities, music, gatherings, sports.
• Courtyard – outdoor classroom and dining with picnic tables, garden boxes and sculptures.
• Historic arboretum collection with over 50 unique trees including elm, sequoia and redwood
• Parking and bus stops
Programs and Services:
Under South Salt Lake City's control for the last 16 years, it has become a place of learning, culture and connection used by Promise SSL, Recreation, Arts Council and community partners, such as Westminster College and Mosaic. These entities host programs including youth afterschool and summer activities, basic needs services (food and hygiene bank, resource referrals), adult education (such as ESL), cultural celebrations and arts classes. The core community is the families who participate in Promise and who join in for events, trainings and celebrations. The SSL Arts Council hosts several arts classes weekly, including free and low cost classes for adults, seniors and you

4. Please provide us with your project summary.
This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.
Historic Scott School Community and Arts Center has been a community hub for over 130 years. This project reinforces our commitment to its past and future.

The funding will pay various consultants to inform the design and construction with 5 goals in mind:
1. Accommodate expanded SSL Arts Council funding, programs and partners.
2. Support present and future uses by updating a 2009 master plan and 2015 building design to reflect new users have changed and completed projects.
3. Meet the new International Building Code as well as more stringent seismic, energy efficiency, and accessibility expectations.
4. Preserve the memory of Granite High School and Pioneer Craft House, which both held classes for decades.
5. Restore buildings with goal of earning landmark or National Register designation.

Planning + Design Scope (this project):
• Arts Program Strategic Plan - $40,000
• Historic Collection Exhibit and Interpretive Design - $25,000
• Building Condition Assessment and Code Compliance review for all 5 buildings - $25,000
• Architectural Design Program, Concept and Schematic Designs (excludes Redwood Building) - $100,000
• Facilities Operations and Maintenance plan - $10,000

Construction (future phase - 2025 to 2030)
• Scott School building – (Construction: 2025-27. Funding: State and Local) - interior and exterior remodel Increasing usefulness for community and cultural purposes. Concept designs have been prepared, and can be brought to construction documents by mid 2024 to bid and construct in 2025.
• Cottage, Shop and Annex support buildings (Construction: 2028-30. Funding: Local). Scope: Interior remodel to be more functional and self sufficient (adding bathrooms, HVAC); Exterior stabilizing and maintenance.
• Discussion and preparation of historic designation application(s)

This complements four phases of renovations currently and funded by SSL with CDBG funds to upgrade spaces for programs that support low-income residents.
• Redwood Building interior remodel – ADA, health, safety, and function.
• Site and Access Improvements- Parking, lighting, fencing, utilities, landscape.
• Redwood Building exterior repairs - Wood cladding, windows and shake roof.

• Utilities update – water, sewer, power

Cost:
The city will contribute 50% ($100,000) toward the proposed project (city FY24-25). Construction fundraising will include requests the city, County, State of Utah, and preservation program grants.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.
Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.
South Salt Lake's goals for parks and recreation align closely with the County's CFSP and 2020 Arts & Culture Master Plan.

Value professional arts organizations
The school has connected people to the arts for over 130 years. South Salt Lake Arts Council, has proven its value in the last decade as it has brought art to the community as a whole and given it a reputation as arts leaders.

Enable the development of local arts communities
This building will become the SSL Art Council permanent home. It can showcase art performance and achieve but more importantly, be a place for everyone to engage in the arts as a creator. It would provide a platform for artists to share their work with a wider audience and for teachers to share skills with budding artists and crafters.

Reflect the current and future needs of communities
Preserve this legacy of this site shows that our community values the arts and the role that Granite High and Pioneer Craft House played in cultivating that culture in South Salt Lake. This plan allows us to adapt, creatively, to current interest of participants and reshape a center that has always been a heart of our community.

Value the needs of individual artists and non-profit arts organizations
We currently utilize non-profit partners, such as Bad Dog Arts, to support our Creative Arts for Life and Creative Aging programs. We recruit local artists to instruct and develop new programs Additional space will enable us to expand class offerings as well as provide space for exhibitions, performance arts, markets, and other opportunities for individual artists to create and present their work.

Projects which demonstrate readiness, feasibility, and sustainability
South Salt Lake is committed to supporting the Arts Council and the Historic Scott School Arts and Community Center. A decade of growth and change has proven that we are willing to make the effort on both programming and capital improvements.

Projects which address the need to maintain and upgrade existing facilities
This is finally the time to take care of the critical repairs and upgrades – we have aligned programs, funds and staff to take this to the next level.

Projects which enhance the ability of arts and cultural organizations to expand programming
The Art Council mission is to unite the SSL Community through art. One classic example is Kintsugi Healing, taught by a first-time instructor with a passion for helping people grieving.

Utilize cultural facilities as a tool for the sustainable cultural and economic development of the county
Adding the Historic Scott School to the National Register of Historic Places would be an asset for tourism and validate the boosters of Granite High School, who are an active and vocal all around Utah.

6. Provide evidence of local support and community need justifying this project.
Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.
South Salt Lake's population of 26,000 is among the most diverse socially and economically in Utah. The City has grown from a first-tier suburb of single family homes to a diverse urban village with a new downtown and streetcar neighborhood on the rise. The city has fully embraced its niche, offering varied and affordable housing that attracts a diverse demographic. We are growing at 3% (approx. 750 residents) annually. Over 2,000 residential units have been built in the past 5 years and 1,200 units more being permitted or built. Most of these units are new multi-family units, with a young population eager to participate in arts and culture.

The City of South Salt Lake is committed to embracing serving our whole community and embracing its diversity – a range of ages, abilities, incomes, ethnicities and origins. We lead the nationally recognized for the Promise South Salt Lake, which supports low-income youth and families, a majority who are immigrant and refugee, to increase education, health, and income. The free program served 115 low-income K-12 students in 2022. They come from elementary, junior and high school schools with the largest percentages of refugees in Granite School District. Promise SSL is our city's primary tool for

community development and the community centers are the hub of our work, often made possible by partnerships. Mosaic Interfaith Ministries, a new partner to this campus is providing services and classes to very low-income households here. We operate a joint food/hygiene/clothing pantry together and have expanded services for adults and parents that served over 408 individuals last year.

The Arts Council continues to grow its classes and its home-grown events, Mural Fest (10 mural artists and 4,000 attendees), Craftoberfest, (3000 attendees). We do many activities with partners such as Tracy Aviary (Paint in the Parkway), Bad Dog Arts, Clever Octopus (Maker's Mart) and more. In 2022, we started "Celebrate South Salt Lake" to celebrate heritage and art in South Salt Lake by giving various groups mini-grants, space and coaching on hosting an event at a community center, including HSSC. Since developing the Creative Industries Zone in the downtown area, we have seen the number of artists, makers and creators multiply and we want to offer additional places to showcase their work.

Letters of support have been attached from community partners, support and elected officials.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Nonprofits have been providing craft activities in Historic Scott School for several decades. As we post-pandemic programming starts to come back online, South Salt Lake has been expanding the activities provided to offer a much broader array of programming and services for youth and adult community members and reduced the cost barrier associated with attending. In its current state, the Scott School building has a maximum capacity of 49 individuals for programming, Redwood building has 49, Jewelry Shop building has 36, Pottery building has 12, and Flute Shop building has 16. These individual buildings make up the Historic Scott School, where we run Promise SSL afterschool and summer school programs, community events, family nights, and food and resource pantries and health clinics thanks to our partnership with Mosaic Interfaith Ministries.

Last year SSL served 1,200 community members through arts programming and Promise SSL served 1,500 youth and families at our community centers. With a population of 25,000, 10% of SSL residents access our community centers for programming. As Historic Scott School programming demands grow, we anticipate this being one of our largest community centers with youth, arts, and cultural programming, and as the population of SSL continues to grow, more space for community programming will become essential.

Future interior renovation projects will help restore and update the buildings, open up space for additional occupancy, and preserve much of its historic presence. In the meantime, our goal is to determine the greatest community programming needs and fully utilize the space of the community center for public use.

8. Detail how the project is integral to your organization's mission.

South Salt Lake (SSL) describes itself as a "city on the move" and has been investing substantial resources into revitalization and building a safe, clean, and beautiful community for our diverse resident population. SSL is home to many refugees, immigrants, and new Americans. We embrace our diverse population and understand that in order for our residents to thrive they need access to community spaces and resources to gather, celebrate, and educate.

South Salt Lake has a track record of creating successful programs that serve our community and residents, Promise South Salt Lake serving as a proud example. What began as an initiative in 2012 to support youth education through afterschool programs has grown into a City Department with over 100 partners. Promise SSL serves 1,500 youth and families each year through dynamic, highly specialized community and out-of-school programming with academic and prevention focus at 14 neighborhood centers throughout the community. Promise SSL has a goal to provide cradle to career youth services and wrap-around family and adult services.

SSL has three community centers designed to help residents network, learn new skills, and enjoy their recreation time in a safe and constructive environment. They are open to the public and host programs run by our Recreation Department and Arts Council. They also provide space for the public to gather and host celebration events around the rich cultural diversity in the city and provide educational opportunities for others to learn about and through different cultures.

The Historic Scott School has a long history of providing cultural programming, and the planned renovation will honor that history and open the community center up to the public to celebrate all cultures through events, programming, and educational activities. For many years the South Salt Lake Community Center (previously the Columbus Center) was SSL's only community center to serve the public. Through the acquisition of the Historic Scott School, we have more than doubled our community center footprint. Our goal through this TRCC grant is to determine preciously what programming will best serve our diverse community through free and low-cost programming, and further fulfill SSL's mission to provide public spaces for the public to gather, celebrate, and educate.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC

Support Program.
This project has secured funding for 100% of the city's FY2024 match ($100,000). It is included in the City of South Salt Lake FY 2024 budget as follows:
1. SSL Arts Council - $50,000 (GL 10-69-430-25)
2. SSL Capital Expenditures Fund - $50,000 (GL 40-80-796-00 Capital Projects Design)

For cash flow, we will utilize the city's General Fund, which is sufficient to operate the adopted budget with the anticipated revenue. Significantly, the operations of the Arts Council has steadily risen, and Facilities are held relatively steady each year for the last 10 years. The Facilities management and maintenance team has grown by 2 FTEs in the last 2 years to help address expanded use of every city building and to tackle deferred maintenance.
1. SSL Arts Council FY24– $152,000 (GL 10-69-430-24 (operations budget)
2. SSL Arts Council FY24 Payroll is within the overall Neighborhoods Department for 2 FTEs. (10-69-110-00)
3. SSL General Fund Facilities Maintenance: FY24 $51,200 (GL 10-50-650-05 through -15)
4. SSL Facilities Payroll FY24 $475,000 (GL 10-50-110-00)

10. Document your ability to raise additional project funds.
Our team has a successful track record of funding both Capital Improvements projects and community programs. We have a prudent habit of applying for matching funds for most initiatives, with the goal of not only reducing the financial burden, but also boosting the collaboration and creative results. We are successful because we tailor projects to the needs of the community and deliver results. This earns favor with city leaders and residents as they appreciate that we are maximizing their tax dollars. In FY 23, donations and grants this included approximately 25% of the Arts Council, 90% of the Promise SSL budget and 30% of the Facilities Capital Expenditures budget.

In addition to the city budget, we plan to pursue a State of Utah Legislative appropriation, other State funds through the Certified Local Government program, and private Historic Preservation incentives. We also intend to continue to work this project through Salt Lake County's Cultural Facilities Support program of the TRCC funds for construction matching funds.

The city also intends to pursue Certified Local Government Status through the State Historic Preservation Office if this project is funded, in order to secure future technical assistance and funding.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.
The city has an annual Capital Expenditure Fund budget, General Fund budget to support design and construction. This design project has received funding in the FY 2024 budget adopted on 6/14/2023.

Facility maintenance and operations are a separate issue, and are manageable within the city's existing budget. The city currently maintains the property and anticipates the upgrades will effectively reduce the facilities' operations budget. Program funds for Promise SSL and the Arts Council are annually appropriated and include full coverage of administrative staff. Arts Council programs have a boost of xx from the city's RDA in FY 2023, which is expected to grow in future years to support the city's reputation and commitment to the arts, including programs at Scott School as well as MuralFest and Craftoberfest.

Project Details

12. Please specify type of funding you are requesting
The questions numbers below will change depending on your selection for this question.
- [x] Consulting Funding
- [ ] Capital Funding
- [ ] Tourism Promotion Funding

13. Type of consulting services
Arts programs and operations, exhibit design, architectural design plus engineering.

14. Goals and objectives of consulting services
The 5 primary goals of this project, summarized in Question 4, are to create a master plan and designs that:

Goal 1: Accommodate expanded SSL Arts Council programs and partners, reflecting growth in funding and participation.
Objective 1: Boost the "cultural corner" at 500 E / 3300 S as a destination with the arts, library, and small local businesses and restaurants.
O 2: Expand number and diversity of regular classes and program in visual and performing arts, using the Historic Scott School classroom, meeting room and art studio.

O3: Expand cultural / community events hosted at this campus and establish several traditions and annual events.
O4: Increase participation in the arts for youth and families currently using the campus for education, enrichment and basic services.
O 5: Become a home base / office for Arts Council staff.
O 6: Infuse new creative uses into the site. Examples could include artist in residence, craft market, craft entrepreneur classes.

Goal 2: Support present and future uses by updating a 2009 master plan and 2015 building design to reflect new users have changed and completed projects.
Objective 1: Buildings have more functional and adaptable spaces, such as classrooms, multipurpose rooms and studios. This includes the necessary equipment, such as sinks, pumps, dryers, etc.
O 2: Buildings have quality support spaces, such as restrooms, kitchens, lobby spaces, storage.
O 3: Designs are flexible to adapt to future uses and users.

Goal 3: Meet the new International Building Code as well as more stringent seismic, energy efficiency, and accessibility expectations.
Objective 1: Buildings are stabilized and safe.
O 2: Buildings are accessible and welcoming.
O 3: Buildings are energy efficient and on a regular maintenance schedule.
O 4: Buildings are designed with building/fire code in mind to ensure uses match the capacity.

Goal 4: Preserve the memory of Granite High School and Pioneer Craft House
Objective 1: Granite High Archives are stored on-site (currently at city hall) and are easily accessible to public for review and for rotating displays.
O 2: A collection of Pioneer Craft House artifacts are returned to campus, archived and displayed and rotated regularly.
O 3: History and culture are interpreted with signage indoors and outdoors to promote the community's and school's rich history.
O 4: Granite High building artifacts are publicly visible (such as concrete frieze)
O 5: Campus is promoted and utilized for alumni reunions and visitation,

Goal 5: Improve buildings to earn historic landmark or National Register designation.
Objective 1: Historic Scott School building is restored and renovated according to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
O 2: Other buildings are renovated sensitively to contribute to this status.
O 3: The city is informed and prepared to begin conversations on pursuing historic designations.

15. Scope of Work, including expected deliverable and timeline
Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.
This project will be led by a joint city project manager team between Arts Council and Facilities. This project will begin upon award of funds, assumed to be January 1, 2024. Each component of the project is expected to take 6 months to complete, with two months for procurement (RFP, selection, contracting) and four months for the project deliverable.
As the city and county have differing fiscal years, the goal is to complete this within one county fiscal year, and spanning 2 city fiscal years ($90,000 in FY24, $110,000 in FY25).

1. Arts Program Strategic Plan - $40,000. Due June 30, 2024. Led by Arts Council. Deliverable by Arts Consultant.
a. Strategic plan and timeline for Arts Council expanding programs and funding.
b. Business plan for arts program (expenses, revenues)

2. Historic Collection Exhibit and Interpretive Design - $20,000. Due June 30, 2024. Led by Facilities with Arts Council input; Deliverable by Arts Consultant.
a. Incorporating history and interpretation into the building designs by collaboration between interpretive team and architect.
b. Plan for storage city's archival collection of Granite High and Pioneer Craft House memorabilia.
c. Thematic level designs and concepts for up to 10 exhibits/signs/memorial for indoor and outdoor storytelling.

3. Building Condition Assessment and Code Compliance review for all buildings - $30,000. Due June 30, 2024. Led by Facilities. Deliverable by Architectural Consultant.
a. Review and updated prior assessment (2009 Preliminary Design & Facilities Plan by CRSA Architects, Platinum Engineering (structural), Mectec Engineering (mechanical) Envision Engineering (electrical).)
b. Code compliance analysis, based on the newly adopted 2021 International Building Code.

4. Architectural Design Program, Concept and Schematic Designs - $90,000. Due December 30, 2024. Led by Facilities. Deliverable by Architectural Consultant.
a. Review and utilize prior concept drawings 2015 Historic Scott School Design by Carbon Architects.)
b. Update design program for the Historic Scott School (primary facility) and 3 additional support facilities (Wood Shop, Cottage, Annex). Reflect Arts Council needs and opportunities for accommodating new, specialty arts programs functions,

such as a woodworking class or artist in residence.
c. Prepare architectural and engineering drawings up to 50% schematic design and schematic cost estimate. To include:
i. Structural and Seismic
ii. Building envelope (brick, sandstone foundation, wood trim, windows, doors, roof.
iii. Systems (mechanical, electrical)
iv. Recommendations and SHPO review for preservation, rehabilitation, restoration and/or reconstruction based on Secretary of the Interior's Standards.
v. Integration of historic features, interpretation, memorial, public art.

5. Facilities Operations and Management plan - $10,000 due December 31, 2024
a. 10 year Capital Improvements Plan
b. Operations and Maintenance Plan

16. Payment schedule for the work and expenses.

☑ I have uploaded a detailed project budget by a qualified professional to the Documents tab.

17. Describe the current facility and specify if it is owned or leased.
-answer not presented because of the answer to #12-

18. Scope of Work, including expected deliverable and timeline
-answer not presented because of the answer to #12-

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.
-answer not presented because of the answer to #12-

20. Provide project management information including key personnel and their experience.
-answer not presented because of the answer to #12-

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.
-answer not presented because of the answer to #12-

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.
-answer not presented because of the answer to #12-

23. Type of tourism promotion services
-answer not presented because of the answer to #12-

24. Goals and objectives of tourism promotion services
-answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline
-answer not presented because of the answer to #12-

26. Payment schedule for the promotional work and expenses
-answer not presented because of the answer to #12-

Documents *top*

Documents Requested *	Required?	Attached Documents *
REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above) download template	☑	TRCC Project Budget Worksheet-SSL
REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget	☑	Neighborhoods/Arts Council Budget Facilities Budget Capital Expenditures Budget Arts Council Budget
REQUIRED: Evidence of local support and community need (may include feasibility study	☑	Letters of Support

results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)	
OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)	Arts Council program audience
CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)	Project Budget Detail
CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)	
CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)	
CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)	Site Plan with Building Labels Historic Easement
CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)	
TOURISM PROMOTION (REQUIRED): Detailed project budget	

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Application ID: 444004

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EXHIBIT B

Program Budget

TRCC Project Budget Worksheet

Date Prepared:	06/16/2023
Organization Name:	City of South Salt Lake
Project Name:	Historic Scott School Arts and Community Center Programming and Design
Contact Name:	Sharen Hauri
Contact Email:	shauri@sslc.gov

Project Summary:

Total Project Budget	$	200,000.00
Total Funding Sources	$	100,000.00
TRCC Funding Requested	$	100,000.00
Projected Surplus/(Deficit)	**$**	**-**

Project Budget:

	Projected Cost	Detail
Construction/Contractor		
Consultants/Professional Services	$ 200,000.00	Arts Program Plan, Exhibit Concepts, Bldg. Condition Assess., Schem. Design
Permits/Fees		
Equipment > $5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	**$ 200,000.00**	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	$ 100,000.00		$ 100,000.00	SSL Arts Council - $50,000; SSL Capital Expenditures Fund $50,000
Pledges			$ -	
Grants (excludes TRCC request)			$ -	
In-Kind Donation			$ -	
Capital Reserve			$ -	
Debt Issuance			$ -	
Other			$ -	
Total Funding Sources	**$ 100,000.00**	**$ -**	**$ 100,000.00**	

RESOLUTION NO. R2024-____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING THE SOUTH SALT LAKE CITY COUNCIL RULES OF PROCEDURE

WHEREAS, Utah Code Ann. Section 10-3b-203 authorizes the City Council to adopt rules for the government of the Council, preservation of order, and transaction of the Council's business; and

WHEREAS, the South Salt Lake City Council has adopted the South Salt Lake City Council Rules of Procedure (last amended February 28, 2024) to govern its procedures; and

WHEREAS, the Council met in regular meeting on July 31, 2024, to consider, among other things, amending its Rules of Procedure; and

WHEREAS, Rule 17 of the City Council Rules of Procedure allows for amendments to the Council Rules and governs the process by which a Council Rule may be amended; and

WHEREAS, the Council expressed its desire to update its rules regarding the conduct of attendees at council meetings; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake, that the South Salt Lake City Council Rules of Procedure be adopted as amended and shown in the attached Exhibit A.

(signatures appear on separate page)

(remainder of page intentionally left blank)

APPROVED AND ADOPTED by the South Salt Lake City Council, South Salt Lake, Utah, on this ____ day of _____, 2024.

BY THE CITY COUNCIL:

_____
Sharla Bynum
Council Chair

City Council Vote as Recorded:

Bynum	_____
Huff	_____
Mitchell	_____
Pinkney	_____
Sanchez	_____
Thomas	_____
Williams	_____

ATTEST:

_____
Ariel Andrus
City Recorder

EXHIBIT A

Relevant Portions of the South Salt Lake City Council Rules of Procedure

SOUTH SALT LAKE CITY
CITY COUNCIL RULES OF PROCEDURE
(Last Amended July 31~~February 28~~, 2024)

Listed below are the rules of procedure used by the South Salt Lake City Council. The Council has not adopted the formality of Robert's Rules of Order. However, the following rules are based on Robert's Rules of Order, with modifications, and more fully suit the needs of the South Salt Lake City Council. These are not the only rules followed by the South Salt Lake City Council. They are in addition to rules set forth in Utah Code Annotated (Title 10, Utah Municipal Code, and Title 52, Chapter 4, Open and Public Meetings). All rules and procedures of the South Salt Lake City Council must remain consistent with the Utah Code. These rules shall be made available to the public at each public meeting held by the Council and shall be posted on the City's website.

When the Rules refer to "2/3 vote of Council Members", 2/3 will be defined as follows:

If there are	7	Council Members present,	5	will be	2/3
If there are	6	Council Members present,	4	will be	2/3
If there are	5	Council Members present,	3	will be	2/3
If there are	4	Council Members present,	3	will be	2/3

****

Rule 6: <u>Order of Business and Organization of Council Agenda</u>

1. The Council will consider business in the following order:

    A. Opening Ceremonies:

    1. Welcome/Introductions - Acknowledge Visitors
    2. Pledge of Allegiance
    3. Special recognitions

    B. Approval of Minutes
    C. No Action Comments

    1. Scheduling
    2. Public Comments/Questions
        (a) Response to Comments/Questions (at discretion of Conducting Council

Member)

3. Mayor
4. City Attorney
5. City Council Members
7. Information (must be listed on Agenda)

D. Action Items

1. Consent Agenda
2. Unfinished Council Business
3. New Council Business

E. Public Hearings

F. Closed Meeting

2. The conducting Council Member, by polling the Council Members, may, by affirmative consensus, proceed out of order to any order of business or return to an order already past. If two or more Council Members oppose, the original agenda will be followed. Information agenda items may be held prior to Public Comment where state law requires a specific Information item to have public comment (such as when a taxing entity other than the City is required to present information to the Council regarding a tax rate that entity is adopting, which exceeds the certified tax rate and public comment is required on that topic)**or at the discretion of the Council Chair**.

3. An item which appears on New Council Business may be referred to (a) the Consent Agenda for final action, (b) Unfinished Council Business for further discussion or action, (c) a work meeting of the Council for further study, or (d) a future meeting for a public hearing, if required.

   The Council may suspend the rules to vote to adopt on first reading if immediate action is necessary, or otherwise deemed appropriate. Suspension of the rules requires the affirmative vote of a majority of the Council Members. See Rule 17 for more information about suspension of the rules.

4. An item may be placed on the Consent Agenda after discussion at a work meeting for the next regular meeting or may be placed on the agenda for a regular

meeting on the same date as the work meeting, so long as it is done in compliance with state law.

5. Matters appearing on the Agenda may be discussed by the Council prior to any motion being made.

6. All open meetings of the Council shall be open to the public. Any Council Member, administrative staff or member of the public may request time to discuss matters of City business or to place an item on the agenda. Request for time to discuss a matter shall be made to the Chairperson with sufficient time for it to be placed on an agenda in compliance with state law, and whenever practical, shall be scheduled by the Chairperson for the first available regular or work Council meeting.

Rule 7: Conducting of Meetings and Agenda Definitions

The Chairperson shall serve as Conducting Council Member for special, emergency, or work meetings, or the Chairperson may designate another Council Member to conduct.

Each Council Member, other than the current Chairperson, shall conduct at regular Council meetings for a period of one month, not less than once per year nor more than twice per year, progressing in order from the representative for District #1 to the representative for District #5. At-large representatives shall rotate after the District representatives in alphabetical order.

The powers of the Conducting Council Member shall be limited to conducting the regular meetings of the Council only.

The Conducting Council Member will sit at the center of the podium, with the Council Chairperson at his or her right and with the Council Vice-Chair at his or her left.

The following steps are detailed to coincide with the form of the Agenda (as discussed in Rule 6 above) when conducting a regular Council meeting:

1. Opening Ceremonies.

   (a) Welcome/Introductions - Acknowledge Visitors.

The Conducting Council Member will strike the gavel, call the meeting to order, welcome those in attendance and acknowledge visitors.

(b) Pledge of Allegiance. The assigned Council Member will ask the audience to rise for the Pledge of Allegiance and lead the Pledge.

(c) Special Recognitions. Occasionally, ceremonial tasks are performed at the beginning of the Council meeting. Normally, such items do not require a motion and very seldom require discussion. Resolutions of Appreciation do require a motion to adopt, a second, and a vote.

2. Approval of Minutes. The next agenda item is approval of the Minutes of preceding meeting(s). The Conducting Council Member will ask if there are any changes or corrections. When changes and corrections have been made, the Conducting Council Member will ask for a motion and second to adopt the minutes as corrected, and a voice vote will be taken. Once the minutes have been adopted pursuant to a vote by the council, no alterations can be made and they are the official record of the meeting.

3. No Action Comments. The Conducting Council Member will not need to ask for a motion concerning any items listed under this section of the Agenda. However, any Council Member can make a request to schedule an item to appear on a future Agenda as an "Action Item."

(a) Scheduling. The Recorder will inform those in attendance of up-coming events, meetings, etc., in the community which may be of interest to members of the public.

(b) Public Comments/Questions. Time shall be made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. Sign-up cards for Public Comments shall be made available to attendees at all regular meetings to gather names and addresses for the Recorder’s purposes. Persons who sign such cards ahead of time may be given priority to speak.

(1) When a member of the audience addresses the Council and/or Mayor, that individual will come to the podium and state the individual's name and city/town in which the individual resides. Individuals will be asked to limit their remarks/questions to three (3) minutes each. Comments shall be civil in decorum. All comments shall be directed to the Mayor and City Council. During the comment period, no person shall be allowed to comment more than once. Speakers should not expect any debate or dialogue with the Mayor, City Council, or City Staff during the meeting.

(2) In meetings during which numerous individuals wish to comment, the time for all public comments may be limited to less than three (3) minutes each, at the discretion of the Conducting Council Member. The Conducting Council Member shall have discretion as to who, if anyone, may respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular Council meeting or may be referred to the Mayor's office to receive information from or input by staff. The Conducting Council Member (or another individual designated by the Conducting Council Member) will inform a member of the public when that individual's allotted time for comment has ended.

(3) Public comments regarding specific matters on a Council meeting agenda may be postponed until later in the regular Council meeting in order to be heard following the presentation of the specific business item at the discretion of the Conducting Council Member.

(4) Members of the public who are not able to personally attend a meeting may present written comments, addressed to the City Council and/or Mayor, to the City Recorder at least two (2) hours prior to the meeting. Written comments may be delivered to the City Recorder via letter or electronic mail and should be labeled as "written

comment" for a particular meeting. Appropriately labeled and timely received written comments will be distributed to all Council members and attached to the written minutes of the meeting. Council members and/or the Mayor may, in their discretion, reference the receipt of particular written comments. In no event is there a guarantee that written comments will be read verbatim or otherwise referred to during the council meeting. Additionally, anyone who is unable to personally attend a meeting may present a comment by leaving a recorded message with the City at a number, or through another method designated by the City, for that purpose. Each recorded comment shall clearly state at the beginning of the message that it is intended for the Public Comment portion of the City Council meeting, shall clearly state the name of the individual providing comment, and shall clearly state the City in which the individual leaving the comment resides.

All comments, whether written, **oral,** or recorded, must be civil and conform to the same rules as all other public comments. **All attendees at Council Meetings shall comply with the rules of decorum regarding Conduct of Attendees at council Meetings as stated in these rules, and any other laws, ordinances, or rules governing those in attendance.**

(5) Grievances by City employees must be processed in accordance with adopted personnel rules.

(c) Mayor. The Mayor will have the opportunity to address the meeting and inform the Council and the audience of any matters the Mayor desires to present which do not require action of the Council, such as community events, letters from members of the public, happenings within the City, etc. Mayor comments will be limited to a maximum of five (5) minutes.

(d) City Attorney. The City Attorney will have the opportunity to address the meeting and inform the Council of any matters which do not require

action of the Council. City Attorney comments will be limited to a maximum of five (5) minutes.

(e) City Council Members. Each Council Member likewise will have the opportunity to address the other members of the Council, the Mayor and the audience. Council Member comments will be limited to a maximum of five (5) minutes each.

(f) Information. Items may be placed on this portion of the agenda and presented by the Mayor, City Council Members, City staff, members of the public, etc. Items presented are for information only, but must be listed on the printed Agenda for the meeting. The Council will decide what further action, if any, it desires. Information items shall be limited to ten (10) minutes. Lengthier presentations shall be scheduled for a work meeting.

4. Action Items. The Conducting Council Member will ask for a motion on any items listed under this section of the Agenda after discussion, as needed, has concluded.

(a) Consent Agenda. As a courtesy, the Conducting Council Member should ask if there are any questions concerning the "Consent" items. The Conducting Council Member should identify and briefly explain the items on the Consent Agenda to all those present at the meeting. The Consent Agenda, generally, shall consist of matters which require no further discussion or which are routine in nature. Usually, all items on the Consent Agenda shall be adopted by a single motion, second and vote. However, prior to the motion to adopt the Consent Agenda, a Council Member may have an item removed from the Consent Agenda without a motion to Unfinished Council Business for further discussion. Items moved to the Unfinished Council Business agenda will be addressed in that section of the agenda ahead of agenda items listed for discussion.

A motion, second, and vote will be called for the adoption of items remaining on the Consent Agenda.

(b) Appointments by the Mayor. Individuals subject to Mayoral appointment shall initially be introduced to the Council by The Mayor, or a designee, in a work meeting. The Council shall be provided with the resume of any candidate who is subject to appointment prior to the work meeting in which the candidate is introduced. The Council may pose questions to the candidate or request further information from the administration at the work meeting. The conducting Council Member may elect to poll the Council members during the work meeting to determine whether there is Council support for a candidate's appointment. The matter may then be referred to a future work meeting or regular meeting for further action by the Council. Advice and consent of the Council requires a majority vote.

(c) Unfinished Council Business. The Unfinished Council Business section shall consist of those items which have received a first reading in a prior regular Council meeting or a work meeting. All items on Unfinished Council Business are subject to further discussion. After discussion, any Council Member may make a motion to vote, such motion to be seconded and a vote taken on these items.

The purpose of the Unfinished Council Business portion of the agenda is to finish the items that appear thereon.

(d) New Council Business. The New Council Business section is defined as the introduction or first reading of items on the Council's agenda. New Council Business items shall have a Council Member, Mayor, staff, or presenter's name listed next to each item as the sponsor of the item. Items are dealt with individually.

Matters before the Council, which require decision of the Council, will first be presented to and discussed by the Council. No New Council Business item shall receive Council action unless, at the discretion of the Council Chairperson, the item is deemed an emergency, or if immediate action is desirable, and the Council

chooses to vote on the item. (See Rule 17, Suspension of the Rules.) Any Council Member can request deferral of an item on the New Council Business section.

After discussion, all New Council Business items not designated emergency shall be referred by a motion and a second to a work meeting or to a future Council agenda for further action.

5. Public Hearings. A public hearing generally is a part of a regularly scheduled and noticed Council meeting.

   Public Hearings shall consist of those items for which the Council would like to receive public input. Such hearings shall include, but not be limited to, those requiring legal advertisement under state law.

   When a public hearing is held, a member of the City staff having knowledge about the issue will first present information on the issue and answer questions. Then, all parties interested in addressing the issue are invited to speak before any discussion is held by the Council and before motions are made. Each individual who speaks will state the individual's name and city/town in which the individual resides before proceeding. Individuals who wish to speak during the Public Hearing portion of a meeting, including those who are unable to attend the meeting in person, must be civil and shall follow the same rules stated above relating to Public Comments. Any comment submitted that fails to comply with these rules shall not be allowed.

   After all individuals have spoken, the Conducting Council Member will close the public hearing. The City Council then proceeds with its discussion on the matter. When discussion by the Council is finished, a motion is made and seconded concerning the item. The Council will vote to (a) table action until a future specified meeting date, (b) take it to a work meeting for further discussion, or (c) take final action on the matter immediately after the hearing.

6. Closed Meeting. In certain circumstances, the Council may take certain matters under discussion at a noticed meeting to a Closed Meeting with only the Council

Members and City staff personnel essential to the meeting present. Such meeting may be held upon the affirmative vote of 2/3 of the Council Members present at such meeting. (U.C.A. Sec. 52-4-204(1)(a)(iii) as amended).

Closed meetings may only be held for purposes deemed lawful under Utah State law, as provided in U.C.A. § 52-4-205, as amended, which are:

(a) Discussion of the character, professional competence, or physical or mental health of an individual;

(b) Strategy sessions to discuss collective bargaining;

(c) Strategy sessions to discuss pending or reasonably imminent litigation;

(d) Strategy sessions to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration, or prevent the public body from completing the transaction on the best possible terms;

(e) Strategy sessions to discuss the sale of real property including any form of a water right or water shares, if:

    (1) public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;

    (2) the public body previously gave public notice that the property would be offered for sale; and

    (3) the terms of the sale are publicly disclosed before the public body approves the sale;

(f) Discussion regarding deployment of security

personnel, devices or systems; and

(g) Investigative proceedings regarding allegations of criminal misconduct.

The reason for holding a Closed Meeting and the vote, either for or against the proposition to hold such a meeting, cast by each member by name, shall be entered on the minutes of the meeting. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved in a Closed Meeting.

Unless a meeting is closed to discuss the character, professional competence, or physical or mental health of an individual or to discuss the deployment of security personnel, devices or systems, the City Council shall record the closed portion of the meeting and may keep detailed written minutes that disclose the content of the closed portion of the meeting. Recordings and written minutes of closed meetings are protected records under the Utah Government Records Access and Management Act (GRAMA) and unauthorized disclosure triggers criminal penalties.

If the City Council closes a meeting exclusively to discuss the character, professional competence, or physical or mental health of an individual, or to discuss the deployment of security personnel, devices or systems, the person presiding shall sign a sworn statement affirming that such was the sole purpose for closing the meeting.

Actions challenging the legality of a closed meeting are governed by U.C.A. § 52-4-304.

7. Adjournment.

When all items on the Council agenda have been disposed of, a motion to adjourn is made, seconded and voted upon. The presiding officer may state: "If there is no further business, we'll stand adjourned." The gavel is struck and the meeting is over.

***

Rule 12: Decorum

1. Conduct of Attendees at Council Meeting.

Those in attendance are admonished to avoid personal attacks, demonstrations, or outbursts without being recognized. Individuals shall address their remarks directly to the Council as a body concerning the agenda business.

When speaking about or discussing matters before the Council, all individuals, including Council Members, shall confine any remarks to the question under discussion. Anyone engaging in discussion beyond the question before the Council shall be ordered to stop by the Conducting Council Member and no further discussion will be allowed by said person.

Prohibited items. A member of the public attending Council Meetings shall not:

(a) Bring into the meeting or any location where a Council meeting is being held any of the following items:

(1) A sign, poster, banner, or placard;
(2) Glitter or confetti;
(3) A laser pointer;
(4) Paint;
(5) An open flame;
(6) An incendiary device;
(7) A noise maker;
(8) Flammable liquid; or
(9) Any harmful or hazardous substance; or

(b) Engage in any of the following while in the Council Meeting or any location where a Council Meeting is being held:

(1) Commercial solicitation;
(2) Leafletting;
(3) Throwing an item; or
(4) Adhering any item to a furnishing, wall, or other City property.

Individuals engaged in disruptive behavior shall be removed by the Sergeant-at-Arms at the direction of the Council Chair or Conducting Council Member.

2. Conduct of Members of the Council.

As elected representatives, Council Member conduct is of utmost importance. Each Council Member is expected to and is relied upon to represent the City and the Council Member's community with dignity and respect. The expectations set out below are not an exhaustive list of all considerations.

(a) Established Role:

(1) As elected representatives of the Council and as stewards of City resources, Council Members are charged with finding common ground and working toward the best interests of the City as a whole.
(2) All members of the City Council have equal voting power and have committed to serve in the role of an elected official. All members of the body shall be treated with equal respect.
(3) Upon taking the oath of office, Council Members are provided the code of conduct and are asked to sign and abide by the Model of Excellence Member Statement (see Appendix A), and file it with the City Recorder's office as a public record.

(b) Overview of Standards of Responsibility

All Council Members shall:

(1) Participate fully in City Council meetings and other public forums while demonstrating respect, consideration, and courtesy to their colleagues on the Council, the public, and City staff. It is not acceptable to show antagonism or hostility, lie or mislead, speak recklessly, spread rumors, or unnecessarily stir up divisiveness or controversy.
(2) Plan to attend and prepare in advance of Council meetings in order to be familiar with issues on the agenda. As outlined in these rules, fines may be imposed in the event of excessive absences.
(3) Practice fiscal responsibility with public funds.

(4) Be attentive and act efficiently during public meetings. The actions of each Council Member shall not cause disruption or detract from the focus of the meeting either through conversations with other Council Member or attendees when not recognized as the speaker, use of electronic devices for personal reasons during the meeting, or any other behavior that could distract from the meeting's purpose of conducting the business of the City.
(5) Serve as a model of civility to the community.
(6) When required to perform the functions of a Council Member, either in a public meeting or otherwise, no Council Member shall be under the influence of any substance that has the effect of impairing that Council Member's ability to perform their required duties.
(7) Instill public confidence in the City through an engaged approach.
(8) Demonstrate honesty and integrity.
(9) If committing to a meeting or activity, make the best effort to attend.
(10) Recognize the role of the Mayor as the official spokesperson of the City administrative positions, while the Council Chair/Vice Chair speak on behalf of the Council as a public body, and individual Council Members speak only in an individual capacity.
(11) Abide by these rules and sign and abide by the South Salt Lake City Council Code of Conduct.

(c) <u>Ethics</u>

Council Members are expected to comply with State law and City cod and policy, including ethical requirements. If a Council Member has a conflict of interest under applicable law or policy and if the Council holds a closed session as permitted by Utah law, the conflicted Council Member may be excluded from participation in that closed session in the Council Chair's reasonable discretion, or that of the authorized conducting

Council Member for that meeting.

(d) Conduct Guidance

(1) Council Member Conduct with Colleagues

i. Practice civility and professionalism in discussions and debate.

ii. In public meetings use formal titles, honor the role of the Council Chair in maintaining order and recognition of the selected speaker, and avoid personal commentary.

iii. Council Members should avoid engaging in private discourse or committing any other act which may tend to distract the attention of the Council or the audience from business before the Council, or which might interfere with any person's right to be heard after recognition by the Conducting Council Member.

iv. Be aware of the potential public disclosure of written notes, voicemail messages, email, text messages, or social media posts and comments. Social media platforms should be used in a positive and respectful manner free from personal attacks or threats.

v. Robust legislative debates and differences of opinion will occur and should center on policy, actions, and ideas; Members of the Council shall avoid personal attacks and restrict comments to issues before the body.

vi. Council Members should respect the personal and work life of other Council Members and should refrain showing up at fellow Council Member’s homes or places of work uninvited.

vii. Violations of Decorum or Conduct of Council Members shall be resolved as outlined below at the direction of the Council Chair.

(2) Council Member Conduct with City Staff

i. The Mayor’s role is to direct the administration. Council Members are prohibited by State law from directing

City staff or functions.

ii. Treat all City employees as professionals.

iii. Limit communications with Staff to business hours and schedule meetings in advance, unless absolutely necessary.

iv. Keep in mind the professional boundary necessary to allow City employees to complete tasks associated directly with their employment.

v. Avoid romantic or sexual relationships with any City employee. Any such relationship should be disclosed to the Council Chair and the City Attorney. In the case of a relationship by the Chair, disclosure should be made to the Vice Chair as well. Council Members engaging in these types of relationships must recuse themselves from any actions impacting the City employee's direct responsibilities.

vi. Recognize the power dynamic as an elected official. Council Members, by virtue of their position, have power over staff members' livelihood and should be cognizant to not take advantage of that power dynamic.

vii. Recognize the training and experience of City staff members, which makes those staff members experts on certain topics.

viii. Do not solicit political support from City staff during business hours or on City property.

ix. Do not use City staff for unauthorized purposes such as personal tasks, social events not attended on behalf of the Council, or work to benefit the Council Member or the Council Member's family personally.

x. Do not use City resources to prepare or publish controversial positions. Controversial positions include those that: a) attack or criticize other Council Members or the Mayor, b) address an issue which is being discussed by candidates opposing an incumbent Council Member during an election year, c)

address an issue which is an integral part of an incumbent Council Member's platform for elected office during an election year, or d) address sensitive subjects on which Council Members are sharply divided.

(3) In Public Meetings

i. Be welcoming to speakers and treat them with respect.

ii. Actively listen to presenters and commenters with an open mind. Avoid debate and argument with the public during meetings.

iii. Demonstrate effective problem-solving approaches.

iv. Strive to be succinct and keep comments and debate relative to topics discussed.

v. Be fair and equitable in allocating public hearing time to individual speakers.

vi. Disagreements with the public will occur. Comments and questions should center on policy, ideas, and actions. Refrain from criticizing an individual person.

vii. Follow the Council's rules of procedure in conducting public meetings.

(4) Council Conduct while Traveling on City Business (travel paid with taxpayer funds)

i. Taxpayer funds are paying for Council Member travel, conferences, seminars, and meetings to benefit the City through the Council Member's enrichment and opportunity.

ii. When registering for an event that requires travel, strive to participate in the event to make the most of the available opportunities.

iii. Be professional and act according to the setting of the activity.

iv. When traveling, be mindful of the following considerations:

a) You are a representative of the City's elected leaders through the duration of the travel.

b) Comments or positions may be attributed to you or the City.
c) Consuming alcohol or other substances may impair your ability to remain professional or to conduct yourself to these standards.

(5) Council Conduct in Other Public and Professional Settings

i. As an individual of a deliberative body, do not make promises or assurances on behalf of the Council, any City board, any City commission, or the City.
ii. Refrain from sharing unfavorable personal commentary or personal opinions of your Council colleagues as individuals.
iii. In dealing with other public agencies or state legislative meetings, be clear in communications that you are either leadership representing the City or are there representing your personal interests.
iv. When attending a City board or commission meeting, state explicitly whether you are attending as a Council member or are providing your personal opinions.
v. With the media, choose words carefully and best practice is never to go "off the record."

(e) Compliance and Enforcement

This Code of Conduct expresses the standards of ethical conduct expected of Council Members. Council Members are responsible for assuring that the public can continue to have full confidence in the integrity of government. Council Members have the additional responsibility to intervene when actions of other members appear to be in violation of this Code of Conduct are brought to their attention.

(1) If a Council Member violates this Code of Conduct, the following steps should be taken as appropriate. These steps are not all

required; however, the alleged offending Council Member should be given notice prior to any public Council discussions. At any step in this process, if the Chair is the individual whose actions are being challenged, then the matter should be referred to the Vice Chair. Council Members are encouraged to discuss any concerns or questions with the City Attorney at any time.

i. A Council Member who believes that a violation has occurred should first discuss the potential violation with the other Council Member. If such discussion is not appropriate for any reason, the concerned Council Member should talk directly to the Council Chair.

a) If a potential violation becomes known to City staff, the concerned City staff member should bring the concern to the Mayor who shall then communicate the concern to the Chair or Vice Chair.

ii. If the offense is significant, not resolved by discussion, or the concerned Council Member can't discuss the matter with the other Council Chair. The Council Chair should discuss the matter with the offending Council Member in private. If the matter is significant or continues to be unresolved, the Council Chair should discuss it with the Mayor and City Attorney.

iii. It is the responsibility of the Chair to bring the matter to the entire Council if a Council Member's behavior warrants sanctions under this Code. If no action is taken by the Chair, the alleged violation can be brought up with the full Council in a public meeting as a point of personal privilege or as an agenda item. Prior to any discussion with Council, the Chair or other Council Member should provide written notice to the offending Council Member of the alleged violation.

iv. The majority of the Council may call for an investigation of member conduct. Should

the City Attorney believe an investigation is warranted, they shall confer with the Council in a closed meeting. The Council may ask the City Attorney to investigate the allegations and report the findings. The City Attorney may designate an outside investigator to investigate any allegations where appropriate.

v. It shall be the Council's responsibility to determine the next appropriate action. Any such action taken by the Council, with the exception of a determination to "take no further action," shall be conducted at a noticed public meeting, which may be closed if appropriate pursuant to Utah law, and shall require a 2/3 vote of Council Members.
Any such closed meeting for violations of this Code of Conduct may exclude the offending Council Member in the Council Chair's reasonable discretion, or that of the authorized Council Member conducting the meeting.

a) The Council may find that no further action is warranted.
b) If the Council determines that sanctions are appropriate, the Council action imposing sanctions should specify the length of time for which those sanctions will be in place. Actions taken by the Council may include one or more of the following:
    1. Discussing and counseling the individual on the violation;
    2. Placing the matter on a future public meeting agenda to consider sanctions;
    3. Censuring the offending Council Member in a Council meeting and/or in writing;
    4. Suspending the offending Council Member from writing the Council Corner message in the City Newsletter;
    5. Suspending the offending

Council Member from placing items on the Council agenda;

6. Suspending the offending Council Member from conducting formal meetings;
7. Suspending the offending Council Member from City or Council related travel;
8. Removing the offending Council Member from leadership or committee roles;
9. Requiring the offending member to participate in Council Meetings remotely; and
10. Requesting that the offending Council Member resign their Council position.

(2) A Council Member's conduct may create legal liability on the part of the City, and it is not the Council member's role to determine whether the potential for liability is acceptable. The City Attorney may advise taking additional actions not included in this Code of Conduct to minimize legal liability for the City. If there is legal action taken naming the City and/or a Council Member, a Council member may be entitled to indemnification by the City for actions taken within the role of Council Member. However, Council Member actions taken outside of the role as Council Member may result in personal liability. The City Attorney is the attorney for the City and the elected officials on all matters related to public business.

(f) Implementation

As an expression of the standards of conduct for Council Members expected by the City, this Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document must be included in the regular orientations for Council Members. Council Members entering office shall sign the attached Model of Excellence

statement affirming that the Council member read and understood Code of Conduct. This Code of Conduct is in effect regardless of a Council Member’s execution of the Model of Excellence Member Statement. The City Attorney’s office or designee will provide annual training to the Council on this Code.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL ENACTING SECTION 13.56.180 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO ENACT OUTSIDE WATER USE TIME RESTRICTIONS IN SOUTH SALT LAKE CITY.

WHEREAS, The South Salt Lake City Council ("City Council") is authorized to enact and amend ordinances governing the services provided by the City of South Salt Lake ("City");

WHEREAS, the City has enacted Title 13 of the South Salt Lake City Municipal Code regulating the public services provided, including the use and regulation of the water system;

WHEREAS, the City has been authorized by the Board of Water Resources to receive a loan to develop a new well, pump station, treatment plant and replace pipe (the "Project") and one of the bonding requirements for the receipt of funds is an ordinance prohibiting the irrigation of landscapes between the hours of 10:00 a.m. and 6:00 p.m.;

WHEREAS, on July 10, 2024, the City Council reviewed, among other things, the proposed enactment of section 13.56.180 of the South Salt Lake City Municipal Code, regulating the timing of irrigation;

WHEREAS, the City Council, after careful review and consideration of the bonding requirement for such a regulation, finds the enactment to be in the best interests of the City and finds that the regulation meets the Natural Hazards & Resiliency Goal 2 of the General Plan to "[p]lan for and implement best practices to address the impacts of climate change" and finds that regulating the water practices aids in conserving limited water resources;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of South Salt Lake as follows:

SECTION I. Enactment. City of South Salt Lake Municipal Code Title 13 *Public Services*, section 13.56.180 *Water Use Time Restrictions* is hereby enacted as outlined in "Exhibit A."

SECTION II. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinance, resolution, or policy of the City of South Salt Lake conflicts with the provisions of this ordinance, this ordinance shall prevail.

SECTION IV. Effective Date. This ordinance shall become effective upon the Mayor's signature and publication, or after fifteen (15) days or transmission to the Office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DRAFT

DRAFT

PASSED AND APPROVED this _____day of July 2024.

BY THE CITY COUNCIL:

_____

Sharla Bynum, Council Chair

ATTEST:

_____

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Huff _____
Thomas _____
Bynum _____
Mitchell _____
Pinkney _____
Sanchez _____
Williams _____

Transmitted to the Mayor's office on this_____day of _____2024.

_____

Ariel Andrus, City Recorder

MAYOR'S ACTION:_____

Dated this_____day of_____, 2024.

_____

Cherie Wood, Mayor

ATTEST:

_____

Ariel Andrus, City Recorder

DRAFT

EXHIBIT A

Chapter 13.56 WATER USE REGULATIONS

Sections:

13.56.010 Conformance to city plumbing code.

All service and other pipes used underground and all installations of such pipes shall meet the specifications and requirements set forth in the current edition of the plumbing code adopted by the city.

13.56.020 Application for use or extension—Property owner liability.

A. Whenever any person desires to obtain water from the city water department, he or she shall comply with the regulation established in Chapter 13.74 of this title. Whenever any person desires to have the service line extended to the property, he or she shall make application on the forms provided and shall make arrangements for the payment of the fee in accordance with the terms thereof, upon the filing of the proper application and payment, the water department supervisor is authorized to extend the service pipe to the usual point of installation and install meter box. The applicant is responsible to extend the service from the meter box to point of use.

B. When the applicant is not the owner of the property, but merely a tenant, the owner of the property must sign an agreement to be legally responsible for any unpaid water bills as a condition precedent to obtaining the service.

13.56.030 Use without authorization.

It is unlawful for any person by himself or herself, family, servants or agents, to use the water coming through the water mains without first having written authorization to do so, or without authority to open any stopcock, valve or other fixture attached to the system of water supply, or to in any way injure, deface or impair any part or appurtenance of the water works, or to cast anything into any reservoir or tank belonging to said works.

13.56.040 No unmetered service.

No person or property shall receive water through the water department facilities except as otherwise noted in this chapter, unless the water is properly metered.

13.56.050 Unauthorized water use unlawful.

It is unlawful for any water user to permit any person from other premises, or any unauthorized person to use or obtain water from his or her premises or water fixtures, whether inside or outside his or her building. No extension shall be made to another water user from the same service pipe without proper written authorization and a stop cock and key box being attached at the junction of the service pipe. Before water will be supplied through the service pipe the property owner must agree to pay for all the water used. Two or more buildings on contiguous lots may receive water from the same service line only if owned by the same person and such person becomes responsible for the bill and obtains permission of the water department supervisor.

13.56.060 Two users of one service pipe—Public works supervisor's power to withhold water.

Where two or more parties or premises are supplied from the same service pipe, the failure on the part of either of said parties to comply with this chapter shall warrant the public works supervisor in withholding the supply of water through said service pipe until a separate service pipe with stopcock and key box is put in for each separate user of water.

DRAFT

13.56.070 Waste prohibited.

It is unlawful for any water user to waste water, or to allow tanks, air conditioning units or similar equipment to leak or overflow, or to wastefully run water from hydrants, faucets or stops, or through basins, water closets, urinals, sinks or other apparatus, or to use the water or purposes other than those for which he or she has paid or to use water in violation of the rules and regulations for controlling the water supply and the provisions of this chapter.

13.56.080 Service pipes and connections within city's control.

The service pipes and connections from the main to the curb line, including a meter box and a meter yoke to be placed within the line of the street curb, will be put in and maintained by the city water department and kept within its exclusive control.

13.56.090 Stop and waste cock valves—Accessibility—Minimum pipe size.

Whenever a water pipe enters a building, such pipe must be supplied with a stop and waste cock with a handle or wrench fixed thereto for the purpose of turning the same. Such fixture shall be placed on the pipe in an accessible position within nine inches of the wall where such pipe enters the building or in an accessible location. All such pipes shall enter buildings at the excavated portions thereof. The minimum size for service pipe shall be three-fourths inch for pipe from the curb box to the stop and waste cock located inside the building.

13.56.100 Pipes and other apparatus to be kept in good repair.

All water users shall keep their service pipes, connection and other apparatus in good repair and protected from frost at their own expense, but no person, except by permission and under the direction of water department personnel, shall be allowed to dig into a street or a sidewalk for the purpose of laying, removing or repairing any service pipe.

13.56.110 Repairs—Authorization—Procedure.

No plumber or other person shall be authorized to turn off the water at the meter box without first receiving permission from the superintendent or his authorized agent. Plumbers shall in all cases except those of extreme emergencies use the stop valve inside the premises. In all cases when plumbers shall make repairs to pipes or fixtures on any premises, they shall leave water turned on or off as they found it upon entering the premises. Should anyone damage any water service equipment the city may have it repaired by a competent plumber and the charge must be paid by the owner of the property, where the damage was incurred before water service is restored.

13.56.120 Separate trench for water pipes required.

Water pipes must not be laid in the same trench as sewer, gas or any other pipe, but a separate trench must be provided therefor, or laid on a shelf of undisturbed earth.

13.56.130 Steam boilers.

It is unlawful for any person to fill any steam boiler used for power purposes from the pipes direct. Such boilers must be provided with a tank and supplied therefrom, and necessary safety equipment for protection in the event of water stoppage. Each boiler must have a state approved backflow device installed.

13.56.140 Fire lines.

A. Fire lines, which are to be used only in case of fire may be required by the city.

B. Fire lines as defined in Section 13.74.020 shall include: water lines which are connected to the water main and which serve a fire hydrant; and water lines that extend off the water main to supply a building or buildings fire protection system(s).

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C. In addition to the regulation contained elsewhere in this code, fire line water service is provided upon the following conditions.

1. Any person or entity which desires to, or is required to extend or provide a fire line to property or to a structure shall make application and obtain a permit and permission for construction from the city engineer. Permit fees shall be paid prior to any excavation or fire line installation.

2. Fire lines are not permitted to be served through adjacent properties or across interior property lines to serve interior lots, unless there is a dedicated easement or right of way for such purpose.

3. Backflow prevention devices are required for all fire lines. Backflow prevention devices shall not be located in driveways or other locations where accidental damage or visibility obstructions would be a likely consequence. Backflow prevention devices shall be fully accessible for periodic testing, repairs, and replacement.

4. All costs associated with installing the fire line from the water main to the property or structure(s) shall be the responsibility of the property owner or the person requesting the permit.

5. After installing a fire line, the property owner shall confirm the integrity of the fire line. Such confirmation shall include a hydrostatic test and flush in accordance with National Fire Protection Association 24.

6. Also after installing a fire line, the property owner shall conduct a biological test to determine that the line is clean to prevent contamination of the city water system.

7. Once installed, the property owner of any approved fire line shall be responsible to maintain and keep the fire line (beginning where the fire line connects to the water main) functional and in good repair. Any maintenance costs for damage, repair, or replacement of the fire line shall be the responsibility of the property owner.

8. In any case where maintenance, repair, or replacement of a fire line occurs in a city street, the property owner shall be required to obtain a permit from the city engineer for any work in the street and shall be responsible for the costs of any road restoration.

9. Fire lines shall only be used for fire protection purposes. All connections to a fire line that serve a fire protection system, pipe, or value shall conform to adopted codes and standards. Other connections to a fire line are prohibited.

10. Water from a fire line may only be used for fire protection proposes or testing of a fire protection system.

11. The city may require that a meter be installed upon the fire lines.

12. The owner of a property receiving fire line service will pay a monthly fee to the city for that service. The amount of the fee shall be established in the consolidated fee schedule.

D. Fire line service shall be subject to the regulation set forth in Chapter 13.74, Customer Service Regulations.

E. Effective April 1, 2013, those who own or use a fire line with the city, including any fire line installed by any entity other than South Salt Lake, shall be responsible to maintain and keep the fire line in good repair at their own expense.

F. No person or entity, except by permission and under the direction of the city engineer shall be allowed to dig, cut, grind, bore into or under a street or a sidewalk for the purpose of laying, removing, repairing, or replacing a fire line.

13.56.150 Fire hydrants.

All fire hydrants shall be under the control of, and shall be kept in repair by the city water department; provided, that the fire department, the engineering department and the street department shall have free access to said hydrants. It is unlawful for any person to open or operate any fire hydrants, or to attempt to draw water therefrom, or to obstruct the approach thereto. Provided, however, that contractors of public works or public utilities may upon application and compliance with city regulations use water from the hydrants upon the payment of a permit fee to be set by resolution of the city council and the payment of a daily fee in a sum to be determined by the city council at the time of the approval of the permit. Hydrants will be designated by city, so as not to cause problems, such as dirty water, etc.

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13.56.160 Hydrants on private property—Maintenance.

A. Hydrants located in private property must be installed with detector check units. Where water may be used from the hydrant supply piping for private purpose they must be metered with an approved meter and installation.

B. Maintenance of hydrants and fire protection pipes must be kept in good repair or the city may have repairs completed and back charge the owners.

13.56.170 Fountains.

No public fountain attached shall be greater than one-fourth inch in diameter. There shall be a stop cock to each fountain attached, which shall be under the control of the city water department. All fountains shall have an automatic turn-off while not in use.

13.56.180 Outside Water Use Time Restrictions.

The outside use of water for irrigation is not permitted between the hours of 10:00 AM and 6:00 PM unless otherwise directed in writing by the Public Works Director or specific water provider.

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