**South Salt Lake City Council**
**REGULAR MEETING AGENDA**

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, April 29, 2026,** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 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 | Sharla Bynum, District 3 |
| Council Chair | Sharla Bynum |
| Sergeant at Arms | South Salt Lake PD |

**Opening Ceremonies**

| | |
|---|---|
| 1. Welcome/Introductions | Sharla Bynum, District 3 |
| 2. Pledge of Allegiance | Ray deWolfe, At-Large |

**Approval of Minutes**

April 15th, Work Meeting
April 15th, Regular Meeting

**No Action Comments**

| | |
|---|---|
| 1. Scheduling | City Recorder |
| 2. Public Comments/Questions | |
| a. Response to Comments/Questions (at the discretion of the conducting Council Member) | |
| 3. Mayor Comments | |
| 4. City Attorney Comments | |
| 5. City Council Comments | |

**Action Items**
**Unfinished Business**

| | |
|---|---|
| 1. A Resolution of the South Salt Lake City Council for 100% Clean Energy by 2030 and the Intent to Join the Community Renewable Energy Program When Available | Sharla Bynum |
| 2. A Resolution of the South Salt Lake City Council City Council Approving an Active Transportation Cooperative Agreement Between UDOT and South Salt Lake City Regarding a Shared Use Trail on 3900 South from the Jordan River to West Temple | Chris Merket |
| 3. A Resolution of the South Salt Lake City Council Dedicating City Owned Parcel #15232760030000, Located at Approximately 802 West 2400 South, South Salt Lake, Utah As More Particularly Described Herein, to a City Public Right of Way | Tereza Bagdasarova |

See page two for continuation of Agenda

SOUTH SALT LAKE
CITY ON THE MOVE

CITY COUNCIL

MEMBERS:
JOY GLAD
COREY THOMAS
SHARLA BYNUM
NICK MITCHELL
IRVIN JONES
RAY DEWOLFE
CLARISSA WILLIAMS

ARIEL ANDRUS
CITY RECORDER
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
P 801.483.6019
F 801.464.6770
SSLC.GOV

4. An Ordinance of the South Salt Lake City Council Amending Sections 2.30.010, 2.04.030, and 2.60.060, and Repealing Chapter 2.42 of the South Salt Lake City Municipal Code Related to the Responsibilities of the Department of Neighborhoods — Mayor Wood
5. A Resolution of the South Salt Lake City Council Amending the South Salt Lake City Council Rules of Procedure — Sharla Bynum

**New Business**

1. Intent to Set a Public Hearing to Receive Public Input on the Proposed Amendments to the Transportation Utility Fee — Josh Collins

**Public Hearing – 7:30 (Or As Soon Thereafter as Possible)**

To receive public input regarding a petition by applicant, dbURBAN, to vacate the remaining portion of Wentworth Avenue near 107 West Utopia and 2194 South West Temple.

1. Tereza Bagdasarova, for the City, to present information and answer questions
2. Open Public Hearing
3. Receive Public input
4. Close Public Hearing
5. Discussion by the City Council
6. At Conclusion of Discussion by the Council, Motion and Second by Council
   a. To move action until a future specified meeting date;
   b. To take it to a work meeting for further discussion; or
   c. To take final action on the matter by adopting the street vacation by Ordinance.

**Motion for Closed Meeting**

**Adjourn**

Posted April 24, 2026

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.

**Public Comments/Question Policy**

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, they will come to the podium and state their name and City they reside in. The Public will be asked to limit their remarks/questions to three (3) minutes each. The conducting Council Member shall have discretion as to who will 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. The conducting Council Member will inform a citizen when they have used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING AN ACTIVE TRANSPORTATION COOPERATIVE AGREEMENT BETWEEN UDOT AND SOUTH SALT LAKE CITY REGARDING A SHARED USE TRAIL ON 3900 SOUTH FROM THE JORDAN RIVER TO WEST TEMPLE.

WHEREAS, the City Council has authority to control property of the city pursuant to Utah Code Ann. § 10-8-1; and

WHEREAS, the City and Utah Department of Transportation ("UDOT") own portions of land and trail along 3900 South from the Jordan River to West Temple that is proposed and funded for improvement and anticipated to be include in the Utah Trail Network; and

WHEREAS, the Utah Local Cooperative Act, in Utah Code Ann. § 11-13-101, *et seq*, (the "Act") authorizes two or more public agencies to enter into agreement with each other for joint or cooperative action; and

WHEREAS, the City and UDOT are public agencies, as contemplated in the Act and the improvements proposed are joint and cooperative actions as contemplated in the Act; and

WHEREAS, the City Council held a properly noticed public meeting on April 29, 2026, to review the matter and the public was afforded the opportunity to be heard during the public comment portion; and

WHEREAS, the City Council has reviewed the Active Transportation Cooperative Agreement (the "Agreement"), attached as Exhibit 1, setting forth the purpose, participation, terms and obligations of the parties; and

WHEREAS, the City Council finds that the execution of the Agreement is in the best interest of its residents, visitors, and businesses to facilitate the improvements covered under the Agreement.

NOW THEREFORE, be it resolved, by the City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. The Agreement attached in Exhibit 1 to this resolution is hereby approved and the Mayor is hereby authorized and directed to execute and deliver the Agreement.

SECTION 2. 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 3. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

SECTION 4. Effective Date. This Resolution shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DATED this _____ day of _____, 2026.

BY THE CITY COUNCIL:

_____
Sharla Bynum, Council Chair

ATTEST:

_____
Ariel Andrus, City Recorder

City Council Vote as Recorded:

| | |
|---|---|
| Bynum | _____ |
| deWolfe | _____ |
| Thomas | _____ |
| Glad | _____ |
| Mitchell | _____ |
| Jones | _____ |
| Williams | _____ |

Transmitted to the Mayor's office on this _____ day of _____, 2026.

_____
Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2026.

_____
Cherie Wood, Mayor

ATTEST:

_____
Ariel Andrus, City Recorder

**EXHIBIT 1**

ACTIVE TRANSPORTATION COOPERATIVE AGREEMENT

***State of Utah***
***Department of Transportation***

| | | |
|---|---|---|
| Active Transportation Cooperative Agreement | Local Agency(ies):<br>Millcreek and South Salt Lake City | Estimated<br>Local Contribution:<br>$ 0.00<br>Estimated<br>UDOT Funding:<br>$ 10,000,000.00 |
| PIN: 21908<br>CID: 74844<br>Project #: S-TR02(4) | Total Project Value Estimate:<br>$10,000,000.00 | Date Executed: |

**This Active Transportation Investment Funds ("ATIF") Program Cooperative Agreement** (the "**Agreement**"), made and entered into as of the "Date Executed" stated above, by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (hereinafter referred to as **"UDOT"**) and the following: Millcreek City and South Salt Lake City, (hereinafter referred to as "**Local Agency**"), (UDOT and the Agency are collectively referred to as **"Parties."**)

## RECITALS

**WHEREAS**, the Utah State Legislature appropriated money for the ATIF Program (**"Program"**) pursuant to Utah Code Section 72-2-124(11), and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304;

**WHEREAS**, the Program supports the creation and management of the Utah Trail Network ("**UTN**"), which will consist of a statewide network of trail facilities owned and operated by UDOT, and that any trail UDOT has constructed or will construct may be adopted into the UTN at an unspecified future date;

**WHEREAS**, on _May 14th, 2024, the Utah Transportation Commission approved a scope of work for UDOT to design and construct a shared use path located approximately at: 3900 S from the Jordan River to West Temple ("**Trail**," further described in Exhibit A and attached to this Agreement and incorporated herein). The Trail will have a uniform depth of three (3) to six (6) inches of pavement and a uniform width of eight (8) feet on either side of the Trail centerline (the total width of which is referred to as the Trail's "**Right of Way"**. The total width of the actual pavement may be less than the sixteen (16) feet of defined Trail Right of Way.) The Trail will be constructed using appropriated ATIF funds in the amount of $ 10,000,000.00 (the "**Funding,**" further detailed in paragraph C of this Agreement) to perform the design and construction of the trail (the "**Work**");

**WHEREAS**, this Agreement addresses: (1) the Parties' role in the Work, (2) the ownership of the Trail and Right of Way, (3) the funding for the Trail, (4) the operation and maintenance responsibilities of the Trail and Right of Way and its improvements and betterments, and (5) access to the Trail ("License"), as well as miscellaneous terms.

# AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the Parties agree as follows:

A. **Work.**

1. Scope of the Work. UDOT is solely responsible for the Work, which is outlined in the Scope of Work(s) (attached as Exhibit B).

2. Roles and Responsibilities Concerning the Work.

   a. UDOT. UDOT will use the Funding outlined in Paragraph C to engage in its standard Design-Bid-Build process ("DBB") to complete the Work, which includes UDOT retaining consultants/contractors to design and construct the Trail, and UDOT overseeing the Work.

      Parties acknowledge that UDOT will enter into a separate agreement with one or multiple consultant(s)/contractor(s) ("Contract(s)") to perform and complete the Work.

      Upon request by the Local Agency, UDOT shall disclose to the Local Agency documents in the Contract(s) that are relevant to the Work, including detailed plans or technical specifications, subject to any applicable provisions under the Government Records Access and Management Act ("GRAMA"), Utah Code § 63g-2-101 et. seq.

   b. Local Agency. The Local Agency shall assign a Local Project Manager to:

      i. Act as the single representative of the Local Agency to coordinate with UDOT throughout the Project, as needed, including, but not limited to: (1) informing UDOT of any information that might affect the Work, (2) ensuring that the Local Agency will continuously uphold its responsibilities under this Agreement, and (3) apprising the Local Agency's councils, commissioners, committees, or residents of any significant updates on the Work.

      ii. Ensure any Local Agency funding contributions are successfully transferred to the Project in the timeframes specified in Section C of this Agreement.

3. Temporary Construction Easement ("TCE"). Parties agree UDOT requires a TCE in UDOT's name for the Work, which shall be executed between the Parties in a separate instrument.

4. Final Acceptance. Parties agree that Final Acceptance of the Work is to be consistent with any final acceptance terms set forth in the Scope of Work.

   Upon Final Acceptance of the Work, the Work is deemed to be completed. At this time, Local Agency releases UDOT and its employees, agents, contractors, and consultants from all claims and losses of every kind (including, but not limited to, claims, demands, damages, liabilities, liens, and suits, whether or not involving negligence) that are in any way connected with or arise from the Work.

B. **Ownership of Land and Improvements.**

1. Ownership of Land. For any Trail segments constructed within existing UDOT Right of Way, UDOT shall retain ownership of this Right of Way and the land on which the Trail is built. For any Trail segments constructed on Local Agency Right of Way, the Local Agency shall retain ownership of this Right of Way and the land on which the Trail is built.

If the acquisition of Right of Way is required to construct the Trail, and is adjacent to existing UDOT Right of Way, then UDOT will own this newly acquired Right of Way. If the newly acquired Right of Way is not adjacent to existing UDOT Right of Way, then it shall be transferred to the Local Agency to own in fee title.

UDOT has no obligation to commence Work for the Trail until such ownership has been established.

2. Ownership of the Improvement. Upon completion of the Work for the Trail, The Local Agency shall own the Trail improvements and carry out the Operations and Maintenance responsibilities contemplated in Section D of this Agreement until such time when UDOT formally adopts the Trail into the UTN.

   "Formal adoption" (otherwise stated in this Agreement as "formally adopt") means, for the purposes of this Agreement, UDOT undergoing the process or taking the necessary action(s), whether authorized or required in statute or in administrative code, to incorporate the Trail into the UTN. Parties acknowledge that UDOT has yet to determine all specific details and procedures of formal adoption, but Parties agree that formal adoption must entail, but is not limited to, the following actions:

   a. UDOT providing the Local Agency six (6) months' advance written notice of UDOT formally adopting the Trail into the UTN, and allowing the Local Agency to provide written comments to UDOT concerning the Trail during that six (6) month period;

   b. The Local Agency transferring a perpetual easement for the Right of Way in consideration of UDOT's investment of Funding to construct the Trail, the form of which is attached as C to this Agreement ("Perpetual Easement"). Parties further agree that the terms in this Perpetual Easement are material terms negotiated and agreed upon by both Parties at the execution of this Agreement, and that the Perpetual Easement may not be modified unless approved, in writing, by UDOT.

   c. The Parties renegotiating the provisions in Section D, Operations and Maintenance, and promptly executing a separate agreement following those negotiations without unreasonable delay.

   UDOT's rights in this paragraph shall survive the expiration or termination of this Agreement.

C. **Funding.**

1. Funding Contributions. As part of the Program, no Local Match amount is required from the Local Agency, but the Local Agency may contribute funds to the Work on a voluntary basis. Local Agency may not contribute additional funds to the Work, including non-UDOT administered State funding, local funding, county funding, and federal funding unless approved by UDOT in writing.

   If the Local Agency agrees to contribute funds to completing the Work, that contribution(s) is shown in the table in paragraph C.2. If there is such a contribution, then the Local Agency shall transfer such funds described in the table in paragraph C.2. to UDOT (as a lump sum) in the form of a check or money order upon the execution of this Agreement.

2.

| Fund | Prior | FY 202X | Total | State Aid | Other | Percent |
|---|---|---|---|---|---|---|
| UDOT (ST_ATIF) | $397,166.42 | $9,602,833.58 | $10,000,000.00 | | | 100% |
| Local Agency | 0 | $0 | 0 | | | 0% |
| Total | $397,166.42 | $9,602,833.58 | $10,000,000.00 | | | 100% |

3. Payment Application and Reimbursement of Excess Funds.

   In the event the Local Agency contributes funds to completing the Work, as contemplated in the above paragraph C.2., then UDOT will exhaust those funds first before it applies any UDOT (ST_ATIF) funds to completing the Work. If UDOT determines additional funding is required then UDOT may secure and add funding as needed from internal sources, subject to approval by the Utah Transportation Commission. In the event UDOT cannot secure additional funding for the Work, then UDOT may reduce the Scope of Work, or cancel the Work in its entirety.

4. Quarterly Statements. If the Local Agency has contributed funds pursuant to paragraph C.1., then the Local Agency may request the UDOT Comptroller's Office to provide the Local Agency with a quarterly statement reflecting a cost summary for the Work.

5. Betterments. This Agreement and the funds detailed in the table in C.2. only apply to the work approved as part of the Project. Betterments or other work not detailed in Section A shall not be paid for with the Project Funding. Parties agree to execute a separate agreement for any proposed betterments, including standards and specifications for those betterments and the funding thereof. In any such agreement, and unless specified otherwise in the Scope of Work, UDOT shall not own any betterments and shall not be responsible for any of their associated costs.

D. **Operations and Maintenance.**

1. General Terms. After completion of the Work, the Local Agency agrees to keep the Trail in a good, proper, and safe condition for use by the public and to perform all maintenance work in connection with the Trail, including, but not limited to, maintenance, ongoing or otherwise, as specified in this paragraph D.1., and in the Maintenance Activities provision in paragraph D.2.

   Parties acknowledge that the Local Agency is solely responsible for funding any of the maintenance activities it performs on the Trail, including those required under this Agreement. If the Local Agency fails to perform the maintenance activities as contemplated in this Agreement or in the Maintenance Activities provision in paragraph D.2, then those maintenance activities are considered delinquent, and UDOT may compel the Local Agency to cure those delinquent maintenance activities within thirty (30) days of UDOT notifying the Local Agency. If the Local Agency fails to cure the delinquent maintenance activities within that thirty (30) day period, then Local Agency agrees that UDOT may enter the ROW and perform the work through its employees, agents, contractors, and/or consultants. In this instance, once UDOT or its employees, agents, contractors, and/or consultants have completed that work, UDOT shall submit to the Local Project Manager an invoice of the total actual costs of performing the work. The

Local Agency shall reimburse UDOT for those costs within thirty (30) days of receiving the invoice, in one lump sum.

The Local Agency is responsible for ensuring the Trail is in good, usable condition, year-round, seven days/week, and at all hours of the day. “Good, usable condition” for the purposes of this Agreement means the Trail is unimpeded, accessible, and fully capable of accommodating pedestrian travel, including foot traffic, bicycles, wheelchairs, and any other mobility device under the Americans with Disabilities Act. Parties acknowledge that adverse weather events or other acts of God might create obstacles on the Trail or in its direct vicinity, or destroy sections of the Trail, thus preventing the Trail from being in good, usable condition. In this instance, the Local Agency agrees to rectify any such impediments as soon as reasonably possible. The Local Agency is solely responsible for such rectification efforts, including costs.

Adverse weather or acts of God notwithstanding, Parties acknowledge that the Trail might at times fall into disrepair or be in need of reconstruction. The Local Agency agrees to perform all activities required to repair or reconstruct the Trail.

In the event of the interest in the Trail reverting to UDOT, as outlined in Paragraph B.2 of this Agreement, Parties agree UDOT may assume any or all of the rights and responsibilities outlined in Section D.1 and D.2 of this Agreement. However, the Local Agency will continue responsibilities outlined in D.3.

The Parties agree that for as long as the Local Agency is obligated to perform operations and maintenance for the Trail and its Right-of-Way, the Local Agency shall have access for that purpose under the License stated in Section E of this Agreement.

2. Maintenance Activities. The Local Agency is responsible for ensuring, at minimum, the following maintenance activities:

   - Weed/Vegetation Control: As needed, mow vegetation directly adjacent to the Trail. Perform weed/vegetation mitigation in areas that directly impact Trail users.

   - Pavement/Crack Sealing: Ensure that the Trail surface pavement is in good, usable condition. Includes periodic preservation of pavement material using seal coats. Mitigate any expansion cracking of Trail surface material with crack seal compound as needed.

   - Erosion Control: Repair any erosion of shouldering material, or any other material that supports the Trail surface material. Sweep/remove any silt or sediment material from Trail surface, as needed, that might interfere with Trail users.

   - Signing and Striping: Keep all signage and striping in good condition as both roadway striping and trail interaction is a critical element of trail safety and management. Properly design crossings and striping can significantly reduce the risk of accidents and enhance the overall safety of trail users.

   - Snow Removal: Maintenance should be consistent with Local's existing snow removal policies and procedures for existing active transportation facilities.

3. Operational Activities. The Local Agency further agrees that it is solely responsible for providing any necessary security or safety measures on the Trail, including, but not limited to, law enforcement patrol of the Trail, litter control, removing homeless, and other civil and criminal matters.

E. **License**.

1. Subject to terms stated elsewhere in this Agreement, the Local Agency and UDOT each hereby provide to each other, their employees, agents, contractors, and/or consultants a non-exclusive license to enter onto and use the Trail Right of Way for purposes authorized under this Agreement.

   UDOT's rights in this paragraph shall survive the expiration or termination of this Agreement.

F. **Miscellaneous Terms.**

1. Termination. Prior to completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager.

   After completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager, if any of the following occur:

   a) The Trail is abandoned for a period of at least six (6) months. 'Abandoned' for the purposes of this Agreement means being in a state of desertion, general neglect, or disrepair, or being relinquished of all activities necessary for continuous Trail operation; or

   b) The Local Agency fails to perform any obligations stated in this Agreement and fails to cure that default within ninety (90) days following receipt of written notice issued by UDOT; provided, however, that if the obligation is not something that can be reasonably performed within ninety (90) days of the written notice, UDOT may provide a reasonable additional extension of time within which the Local Agency may perform the obligation.

2. Encumbrances, Right of First Refusal. The Local Agency may not allow a lease, encumbrance, or any other interest to be placed on the Trail, and it shall hold the Trail free from such interests.

   The Local Agency agrees that if it should ever be dissolved or become unable to perform its obligations under this Agreement, it will transfer its interests and obligations under this Agreement to another political subdivision of the State of Utah that is acceptable to UDOT and is capable of fully performing this Agreement.

   Should the Local Agency ever intend to sell, exchange, dispose or transfer to a third party the Trail and/or the Right of Way, then it agrees to provide UDOT with the option to acquire the Trail and/or Right of Way from the Local Agency. The Local Agency must notify UDOT of this option within a reasonable time after the Local Agency decides to dispose of the property. The Local Agency agrees to provide UDOT with no less than 12 months to exercise UDOT's option to acquire the property from the Local Agency. Parties agree that any transaction between the Local Agency and UDOT in this circumstance will comply with applicable state requirements, including those set forth in the Rights-of-Way Act, Title 72, Chapter 5, and Utah Administrative Code R933-1.

   The provisions in this paragraph shall survive the expiration or termination of this Agreement.

3. Ability to Enter into and Perform Agreement. Parties hereby represent that each party has the power and authority necessary to sign this Agreement and to perform all of their obligations under this Agreement as a public entity.

4. Indemnity. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

5. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement, to maintain insurance in amounts reasonably sufficient to pay for the contractor's or consultant's negligent acts or omissions.

6. Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless terminated in accordance with any termination provision contemplated in this Agreement.

7. Miscellaneous.

   a) Notice. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

| To UDOT: | To Local Agency: |
|---|---|
| UDOT<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114<br>Attention: Eduardo Miranda<br><br>With a copy to:<br><br>Assistant Attorney General (UDOT)<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114 | Millcreek<br>1330 E Chambers Ave.<br>Millcreek, UT 84106<br><br>South Salt Lake City<br>220 E Morris Ave<br>South Salt Lake City, UT 84115 |

   b) Duty to Comply. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.

c) Waiver. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including PDF or other reliable digital format, shall be deemed to have the same legal effect as delivery of an original signed copy.

**RECOMMENDED FOR APPROVAL**

By:_____
Title: Region Project Manager, **********

Date:_____

**UTAH DEPARTMENT OF TRANSPORTATION**

By: _____
Title: UDOT Region Director, **********

Date:_____

**UTAH COMPTROLLER'S OFFICE**

By:_____
Title: Contract Administrator, **********

Date: _____

**********Millcreek City**********

By:_____

Title: _____

Date: _____

Approved as to form: _____

Attest (Recorder):

_____

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**********South Salt Lake City**********

By:_____

Title: _____

Date: _____

Approved as to form: _____

Attest (Recorder):

_____

**CITY COUNCIL STAFF REPORT**

**MEETING DATE:** April 29, 2026

**REQUEST:** The City Council will consider a resolution to approve the Utah Trail Network – Active Transportation Cooperative Agreement for the 3900 South Multi-Use Trail.

**APPLICANT:** South Salt Lake City Engineering and Neighborhoods


**SUMMARY**

In 2023, the Utah legislature allocated $45 million to the Utah Department of Transportation (UDOT) to plan and build a paved regional trail network, known as the **Utah Trail Network (UTN)**. UDOT, in collaboration with multiple municipalities including South Salt Lake, identified **3900 South** as a potential route for an East/West multi-use trail across the valley.

The purpose of this project is to expand the regional trail network and improve local connectivity. Phase one of this project consists of a trail that runs from **West Temple to the Jordan River**.

Specific highlights of the project include:

- **Infrastructure Connectivity:** The trail includes multiple spurs that connect South Salt Lake's existing bike infrastructure to the 3900 South Trail.
- **Neighborhood Access:** A spur along the 900 West corridor will be added to connect the River Front Neighborhood directly to the trail network.

This agreement with UDOT requires the City to maintain the trail until UDOT officially adopts the trail into the UTN. At that time, the City would grant UDOT an easement over the trail so that UDOT can assume maintenance responsibilities. Because the City Council must approve any easements granted on City property, a resolution is required for this agreement. Once the agreement is executed, the project will be advertised for construction with a tentative completion date of **late 2026**.


**RECOMMENDATION**

Staff recommends that the Council approve this resolution, authorizing the Mayor to execute and deliver this agreement.

**CITY COUNCIL OPTIONS:**

**Option 1: Approval** Move to approve the resolution for the Utah Trail Network – Active Transportation Cooperative Agreement (3900 South Multi-Use Trail).

**Option 2: Denial**

Move to deny the resolution for the Utah Trail Network – Active Transportation Cooperative Agreement (3900 South Multi-Use Trail).

**Option 3: Continuance**

Move to table the resolution for the Utah Trail Network – Active Transportation Cooperative Agreement (3900 South Multi-Use Trail).

ATTACHMENTS:

1. UTN Agreement
2. Trial plans

700 W
SHADOW GLN LN
619 W
565 W
500 W
I-15
UPRR
HOWICK ST
UTA TRAX
WEST TEMPLE

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL DEDICATING CITY OWNED PARCEL #15232760030000, LOCATED AT APRROXIMATELY 802 WEST 2400 SOUTH, SOUTH SALT LAKE, UTAH AS MORE PARTICULARLY DESCRIBED HEREIN, TO A CITY PUBLIC RIGHT OF WAY.

WHEREAS, the City Council has authority to control property of the city pursuant to Utah Code Ann. § 10-8-1; and

WHEREAS, the City owns a parcel of property located between approximately 802 West 2400 South, South Salt Lake, Utah (the "Property"), as more particularly described in the attached legal description (Exhibit 1); and

WHEREAS, the City, through a UTA land use application discovered the Property is recorded as a city owned parcel in the Salt Lake County Recorder's Office rather than a public right of way; and

WHEREAS, the City believes this Property was recorded as a parcel in error through a previous land transaction and through search of its records and subdivision documents, believes this Property should reflect a public right of way that had been dedication by subdivision; and

WHEREAS, the City Council held a properly noticed public meeting on April 29, 2026 to review the matter and the public was afforded the opportunity to be heard during the public comment portion; and

WHEREAS, the City Council finds that the County records should be corrected to reflect the Property is a right of way, rather than a parcel; and

WHEREAS, the City Council finds that the use of the property as public right-of-way, is in the best interest of the City and is in harmony with the general plan of the City.

NOW THEREFORE, be it resolved, by the City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. That Parcel #: 15232760030000, located at approximately 802 W 2400 S, South Salt Lake, Utah, as described in the following attached legal description in Exhibit 1 to this resolution is hereby dedicated to the use as a South Salt Lake public right of way.

SECTION 2. 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 3. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

SECTION 4. Effective Date. This Resolution shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DATED this _____ day of _____, 2026.

BY THE CITY COUNCIL:

_____
Sharla Bynum, Council Chair

ATTEST:

_____
Ariel Andrus, City Recorder

City Council Vote as Recorded:

| | |
|---|---|
| Bynum | _____ |
| deWolfe | _____ |
| Thomas | _____ |
| Glad | _____ |
| Mitchell | _____ |
| Jones | _____ |
| Williams | _____ |

Transmitted to the Mayor's office on this _____ day of _____, 2026.

_____
Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2026.

_____
Cherie Wood, Mayor

ATTEST:

_____
Ariel Andrus, City Recorder

**EXHIBIT 1**

DEDICATED PROPERTY

Parcel #: 15232760030000

Address: 802 W 2400 S  (currently reflecting as SSL Owned)

Legal Description: BEG S 0^07' W 2726.63 FT 7 S 89^26'30" W 907.6 FT FR NE COR SEC 23, T 1S, R 1W, SLM; N 0^33'30" W 797.63 FT; N 89^26'30"E 65.62 FT; S 0^33'30" E 429.24 FT; S 7^02'01" E 174.55 FT; S 0^33'30" E 194.96 FT M OR L; S 89^26'30" W 85.3 FT TO BEG.1.33 AC.

# CITY COUNCIL MEMO

| | |
|---|---|
| **MEETING DATE:** | April 29, 2026 |
| **PROJECT NUMBER:** | SV26-03 |
| **REQUEST(S):** | A petition to the City Council to dedicate 802 W 2400 S to a Public Right-of-Way. |
| **ADDRESS:** | 802 W 2400 S |
| **PROPERTY OWNER:** | City of South Salt Lake |
| **APPLICANT:** | City of South Salt Lake |

## SYNOPSIS:

On June 5, 2025, an application was approved allowing the Utah Transit Authority (UTA) to amend and extend Lot 1 of the SEG Subdivision by consolidating two existing parcels into a single lot. The subject property, located at 2320 S 800 W and 823 W Davis Road, is currently occupied by UTA and is zoned within the Flex district. The existing use of a UTA training facility is permitted within this zoning designation.

The purpose of the petition is to facilitate the development of a comprehensive Maintenance of Way (MOW) training facility at 823 W Davis Road. The proposed facility is designed to replicate real-world rail operations and equipment conditions to support hands-on workforce training. Planned features include a fully automatic interlocking system, overhead catenary systems (OCS), a lower-powered traction power substation, wayside communications systems, simulated back-office operations, and a fully functional grade crossing equipped with active warning devices. The facility is intended to enhance operational safety and workforce preparedness by providing a controlled, lower-risk training environment for transit personnel.

Utah Transit Authority has submitted building permit applications and is actively advancing the project. However, construction progress is currently delayed due to an issue involving a segment of a water line located between the proposed building and its connection to the existing system. Approval from the Salt Lake City Corporation Department of Public Utilities is required before work on this portion can proceed.

The delay is related to how the property is currently identified in public records. The water line is shown on the county assessor's map as being located on a parcel owned by South Salt Lake. In practice, however, this area has functioned as a public right-of-way rather than as a distinct city-owned parcel.

To align the record with its functional use, formal action is needed to dedicate the subject area as public right-of-way. Approval of this dedication by the City Council is therefore requested. Once approved and reflected in the assessor records, UTA will be able to obtain the necessary approvals and proceed with construction of the project.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTIONS 2.30.010, 2.04.030, AND 2.60.060, AND REPEALING CHAPTER 2.42 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE RELATED TO THE RESPONSIBILITIES OF THE DEPARTMENT OF NEIGHBORHOODS.

WHEREAS, the South Salt Lake City Council ("City Council") is authorized to enact and amend ordinances to carry out certain government functions for the City of South Salt Lake ("City");

WHEREAS, the Mayor is authorized, pursuant to South Salt Lake Municipal Code 2.04.060 to "transfer functions, duties, services and assign or reassign personnel from, to or between any section or division of the mayor's office and between and among any section or division of such administrative departments and division or sections of the administrative organization of the city;"

WHEREAS, South Salt Lake Municipal Code 2.04.030 states that the Mayor acts as the City's "official day-to-day representative in relationships with the press and other media representatives" and "communications between the city and the public" the private sector and other governmental agencies;

WHEREAS, to better align the Mayor's communications responsibilities with the City code provisions outlined above, the Mayor proposes removing the communications related responsibilities from the City's Department of Neighborhoods and placing those responsibilities in the Mayor's office and to appoint a director of communications to coordinate and oversee the communications functions of the City at the Mayor's direction;

WHEREAS, the City Council has determined that the above described changes are in the best interest of the City;

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

Section 1. Amendment. Sections 2.30.010, 2.04.030, and 2.60.060 of the South Salt Lake City Municipal Code are hereby amended as outlined in Exhibit A, which is attached hereto and incorporated by this reference.

Section 2. Repeal. Chapter 2.42 of the South Salt Lake Municipal Code is hereby repealed as outlined in Exhibit B, which is attached hereto and incorporated by this reference. All references in the South Salt Lake City Code to the Urban Livability department shall be removed or corrected to the Department of Neighborhoods or other appropriate department.

Section 3. 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 4. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

Section 5. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DATED this _____ day of _____, 2025.

BY THE CITY COUNCIL:

_____
Sharla Bynum, Council Chair

ATTEST:

_____
Ariel Andrus, City Recorder

City Council Vote as Recorded:

| | |
|---|---|
| Glad | _____ |
| Thomas | _____ |
| Bynum | _____ |
| Mitchell | _____ |
| Jones | _____ |
| deWolfe | _____ |
| Williams | _____ |

Transmitted to the Mayor's office on this _____ day of _____ 2026.

_____
Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2026.

_____
Cherie Wood, Mayor

ATTEST:

_____
Ariel Andrus, City Recorder

## Exhibit A:

### 2.30.010 Neighborhoods department.

A. The department head will be a city employee, appointed with the advice and consent of the city council, by and reporting to the mayor.

B. Definitions. As used in this section:

1. "City events" means city-organized and sponsored events designed to promote the city and foster a stronger sense of community in the city.

2. "Physical assets" includes city-owned real estate, city-owned or leased facilities, and city parks, but does not include city rights-of-way, city infrastructure, or city fleet.

C. Functional Responsibilities. This department's function is to support the wellbeing of residents and businesses through effective use of city physical assets. This includes the responsible stewardship and usage of the city's physical assets in the best interest of the taxpayers. The department shall also coordinate services and activities to support community goals, as identified by the mayor. The services of this department are subject to the limitations of applicable funds' appropriations, statutes, and ordinances. These services include, but are not limited to, the following:

1. In coordination with the city attorney, facilitate the acquisition, leasing, renting, and disposal of city physical assets, in compliance with applicable law.

2. In coordination with the city recorder, create and maintain necessary records of city physical assets.

3. Manage, maintain, and safeguard the city's physical assets.

4. Develop and oversee a city capital improvement plan.

~~5. Under the mayor's direction, facilitate community engagement with residents and businesses to assess interests in city events.~~

~~6. Under the mayor's direction, develop and oversee city communications and public relations in relation to the city's physical assets.~~

7. Under the mayor's direction, plan and execute city events, as needed.

~~8. Promote attendance at city events.~~

9. Facilitate volunteer efforts that advance identified community outcome goals.

~~10. Support all city departments in communications and engagement efforts.~~

D. Under the direction of the Director of neighborhoods, provides or coordinates community livability services in South Salt Lake City. These services are subject to the limitations of applicable funds and appropriations, statutes, and ordinances. These services include, but are not limited to, the following:

1. Coordinate the enforcement of all municipal code sections relating to community livability, to include weed and other abatements, accumulated solid waste and litter, improper outdoor storage, storage of in-operable/un-registered vehicles, abandoned or vacant structures, graffiti removal, storm water, traffic calming, street lighting, public health complaints, zoning violations, snow removal, noise complaints, and so forth.

2. Oversee a code enforcement division, as directed by the mayor.

3. Under the mayor's direction, facilitate neighborhood, business district, and city department planning and problem-solving relating to community livability concerns.

4. Provide animal control services within the geographic boundaries of South Salt Lake City.

5. In conjunction with the police chief, promote the success of the city's landlord and tenant property programs.

6. Under the mayor's direction, facilitate city-wide livability initiatives in cooperation with the fire chief, police chief, public works director, community development director, economic development director, city attorney, and recreation director.

## 2.04.030 Powers and duties.

The mayor shall be the chief executive and administrative officer of the city and shall be given the power and duty to:

A. Enforce the laws and ordinances of the city of South Salt Lake.

B. Within fifteen (15) days of city council passage of policy, ordinance, tax levy or funds' appropriation:

1. Approve and sign it; or

2. Disapprove and return it to the city council.

C. Execute the policies adopted by the city council.

D. Prepare and submit to the city council a recommended fiscal year budget. This draft budget will be completed and submitted to the city council no later than the first regularly scheduled meeting in May of each year.

E. Exercise control of all departments, offices and divisions within the city.

F. Attend all city council meetings without the right to vote but with the right and responsibility to:

1. Take part in all discussions;

2. Inform the city council of the condition and needs of the city;

3. Make recommendations;

4. Freely give advice to the city council.

G. Appoint with the advice and consent of the city council, qualified persons to:

1. a. City recorder;

b. City treasurer;

c. City attorney;

d. Police chief;

e. Fire chief;

f. Director of finance;

g. Director of ~~urban livability~~ communications;

h. Director of community and economic development;

i. Justice court administrator;

j. Human services and information resource director;

k. Director of public works;

l. Recreation director;

m. Deputy city attorney;

n. Director of neighborhoods department;

o. Deputy community and economic development director/housing administrator;

p. All statutory officers, commissions, boards and committees of the city;.

q. The Executive Director of any City of South Salt Lake Governmental nonprofit corporation.

2. No person may perform the functions of any position specified in paragraph G of this section without the prior consent of the municipal council.

H. The mayor may be the director of the human resources department, or may appoint a human services and information resource director, with the advice and consent of the city council. The mayor or human services and information resource director shall execute the duties and responsibilities set forth in this chapter.

1. Functional Responsibilities.

a. The department of human resources' function is to provide administrative and technical direction to the city's personnel management system. This direction is subject to the limitations of applicable funds' appropriations, statutes and ordinances. These directions include, but shall not be limited to, the following:

i. Administering, with the advice of the city council, and when applicable, the mayor, the personnel management system;

ii. Providing for personnel procurement, including:

(A) Establishing and maintaining comprehensive personnel records for all city employees,

(B) A classification plan for all positions in city based on the level, difficulty of duties and responsibilities assumed,

(C) Recruitment, testing, selection and hiring of all city employees, including:

(1) Using written standards which have been reviewed and commented on by the city council,

(2) Administering examinations when practicable for all original appointments and promotions subject to testing,

(D) Plans for recruitment, examination and placement of persons to determine their relative fitness for positions,

(E) Eligibility lists for appointment and promotion;

iii. Preparing, recommending and enforcing policies and procedures for personnel administration;

iv. Giving personnel management advice and counsel including:

(A) Leadership in the development of effective personnel administration within all departments of the city,

(B) Advising the city council, and when applicable, the mayor, on utilization of personnel resources in the city;

v. Providing for the development of the city's personnel including:

(A) Programs for the improvement of employees' effectiveness. These should include such programs as management training, safety training, health counseling, and other programs that help develop and improve the employees of the city,

(B) Plans for Promotions. These plans should consider applicant's qualifications, record of performance and abilities; selling, and other programs that help develop and improve the employees of the city,

(B) Plans for Promotions. These plans should consider applicant's qualifications, record of performance and abilities;

vi. Providing personnel records and reports, including:

(A) Comprehensive personnel records of all city employees,

(B) Certifying all employees for payroll and other benefit purposes,

(C) Certifying the appointment, promotion, demotion, discipline and other actions affecting city employees,

(D) Making annual reports to the city council regarding the condition of the overall personnel management system,

(E) Providing forms, procedures and methods for personnel recordkeeping,

(F) Maintaining a roster of all city employees;

vii. Providing a personnel salary and benefit program including:

(A) Preparation and recommendation to the city council of an equitable pay plan for all city employees,

(B) Computing for budgetary purposes the annual salary costs for all departments;

viii. Providing an Employee Performance Evaluation Program. This program will serve as a basic factor in salary administration, promotions, establishing order of layoffs due to lack of funds or work, reinstatements, discharge or transfers;

ix. Providing for handling employee grievances including:

(A) A process for resolving employee grievance and complaint prior to appeals,

(B) Coordination of procedures for disciplinary actions such as suspensions, demotions in rank or grade, or discharge,

(C) Providing for presentation of charges, hearings and appeals for all employees;

x. The mayor may terminate or discipline executive and administrative employees, officers and departments heads. He or she may also appoint with the consent of the council or remove with cause members of boards, commissions and committees.

I. Furnish to the city council on a monthly basis financial reports that set forth:

1. Amounts of all budget appropriations;

2. Disbursements to date from these appropriations;

3. Percentage of the appropriations expected to date.

J. Execute or have executed agreements within certified budget appropriations on behalf of the city. All agreements are subject to the procedure described in UCA Section 10-6-138.

K. Approve and authorize administrative standards, procedures and programs in harmony with the policies established by the city council.

L. Propose amendments to this administrative code.

M. Act as official day-to-day representative in relationships with:

1. The press and other media representatives;
2. Governmental and quasi-governmental agencies;
3. The private sector;
4. Negotiations at which the city's interest must be represented;
5. Ceremonial occasions;
6. Communications between the city and the public.

N. Advocate city interests.

O. Provide leadership to the city.

P. Promote citizen involvement.

Q. Promote city unity and solidarity.

R. Recommend programs for the physical, economic, social and cultural development of the city.

S. Solemnize marriages in accordance with the laws of the state of Utah.

T. Formulate and recommend to the city council policies for adoption.

U. Prepare and submit to the city council annual financial statements for the city. Included should be a report summarizing all city department operations. (UCA Section 12-3-1219.5.)

V. Deliver to his/her successor (within five days after swearing-in ceremony) all property of every description in his/her possession belonging to the city or pertaining to the office of mayor.

W. Perform such other duties as may be prescribed by ordinance or statute.

X. Other powers necessary for the proper administration of the city.

## 2.60.060 Employment classification.

A. General Policy. The city will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime requirements under the Fair Labor Standards Act (FLSA) of 1938. The city will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, responsibility, and performed under similar working conditions, in accordance with the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.

B. Employment Classifications. There are three classifications of employees within the city:

1. Full-Time. Employees hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full-time employees may or may not qualify for specific city benefits and/or be members of the merit personnel system.
2. Part-Time. Employees hired for an indefinite period in a position for which the normal work schedule is less than forty (40) hours per week. Part-time employees may or may not qualify for specific city benefits and/or be members of the merit personnel system.
3. Temporary/Seasonal. Employees hired for a position which is required for only a specific, known duration, usually less than six months. Temporary/seasonal employees may or may not qualify for specific city benefits and/or be members of the merit personnel system.

C. Employment Status.

1. To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or nonexempt, with respect to eligibility for overtime payment. They shall be defined as:

    a. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by federal and state labor statutes shall be exempt from minimum wage and mandatory overtime payment regulations.

        i. Exempt employees have no right to overtime or compensatory time; however, the mayor may authorize compensatory time plans for exempt employees.

        ii. Exempt employees may accrue compensatory time for hours in excess of forty (40) hours worked per week up to a maximum of eighty (80) hours of compensatory time. This time shall be calculated at a straight time rate.

        iii. Exempt employees who accrue compensatory time have no property right or cash value in the accrued time. Use and/or scheduling of compensatory time is solely within the mayor's discretion.

        iv. Upon termination of employment, for whatever reason, an exempt employee is not entitled to cash or other compensation in exchange for unused, accrued compensatory time.

    b. Nonexempt. Positions of a clerical, technical, or service nature, as defined by federal and state labor statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

2. Positions Not in Merit Service and Exempt from FLSA. The following permanent full-time positions of employment in city government shall not be merit service, are exempt from the protections described in Utah Code Title 10, Chapter 3, Sections 1105 and 1106, and are exempt from FLSA:

    a. Elected members of the city council, and staff;

    b. The mayor, and his or her executive secretary/assistant;

    c. The following heads of departments and administrators appointed by the mayor, with the advice and consent of the city council:

        i. Police chief;

        ii. City attorney;

        iii. City engineer;

        iv. City recorder;

        v. City treasurer;

        vi. Director of community and economic development;

        vii. Director of ~~urban livability~~ communications;

        viii. Director of finance;

        ix. Director of public works;

        x. Fire chief;

        xi. Justice court judge;

        xii. Recreation director;

        xiii. Human resources and information services director;

        xiv. Justice court administrator;

xv. Deputy city attorney;

xvi. Director of neighborhoods department;

xvii. Deputy community and economic development director/housing administrator;

xviii. One confidential secretary or assistant to any of the foregoing officials as deemed necessary by the city council;

xix. Members of policy, advisory, review, and appeal boards, or similar bodies, who do not perform administrative duties as individuals.

xx. The Executive Director of any City of South Salt Lake Governmental nonprofit corporation.

3. Merit, Full-time Positions Exempt From FLSA. The following permanent full-time positions of employment in city government shall be exempt from FLSA provisions and shall be members of the merit personnel systems with the benefits accorded thereby:

a. Assistant city attorney/prosecutor;

b. Deputy city attorney;

c. Fire battalion chief;

d. Human resource administrator;

e. MIS coordinator;

f. Police captain;

g. Programs director;

h. Public works supervisor;

i. Senior accountant.

4. Positions Not in Merit Service. The following positions of employment in city government shall not be merit service:

a. People employed to make or conduct temporary and special inquiries, investigations or examinations on behalf of the mayor or city council;

b. Volunteer personnel who receive no regular compensation from the city;

c. Regular part-time and temporary/seasonal employees.

**Exhibit B:**

## ~~Chapter 2.42 URBAN LIVABILITY~~

~~**Sections:**~~

### ~~2.42.010 Director of urban livability—Appointment.~~

~~The department head of the urban livability department shall be appointed, with the advice and consent of the city council, by and reports to the mayor.~~

### ~~2.42.020 Duties.~~

~~The urban livability department, under the direction of the urban livability director, provides or coordinates community livability services in South Salt Lake City. These services are subject to the limitations of applicable funds and appropriations, statutes, and ordinances. These services include, but are not limited to, the following:~~

1. ~~Coordinate the enforcement of all municipal code sections relating to community livability, to include weed and other abatements, accumulated solid waste and litter, improper outdoor storage, storage of in-operable/un-registered vehicles, abandoned or vacant structures, graffiti removal, storm water, traffic calming, street lighting, public health complaints, zoning violations, snow removal, noise complaints, and so forth.~~
2. ~~Oversee a code enforcement division, as directed by the mayor.~~
3. ~~Under the mayor's direction, facilitate neighborhood, business district, and city department planning and problem-solving relating to community livability concerns.~~
4. ~~Provide animal control services within the geographic boundaries of South Salt Lake City.~~
5. ~~In conjunction with the police chief, promote the success of the city's landlord and tenant property programs.~~
6. ~~Under the mayor's direction, facilitate city-wide livability initiatives in cooperation with the fire chief, police chief, public works director, community development director, economic development director, city attorney, and parks and recreation director.~~

RESOLUTION NO. R2026-____

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 July 31, 2024) to govern its procedures; 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 as reflected in the attached Exhibit A, which is incorporated herein by this reference; 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.

APPROVED AND ADOPTED by the South Salt Lake City Council, South Salt Lake, Utah, on this ____ day of _____, 2026.

BY THE CITY COUNCIL:

_____
Sharla Bynum
Council Chair

City Council Vote as Recorded:

| | |
|---|---|
| Bynum | _____ |
| Glad | _____ |
| Jones | _____ |
| Mitchell | _____ |
| deWolfe | _____ |
| 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 April 29, 2026 ~~July 31, 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 7: <u>Conducting of Meetings and Agenda Definitions</u>

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.

   (a) 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~~ **items on the Council meeting agenda**. 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~~ **municipality** in which the individual resides. Individuals will be asked to limit their ~~remarks/questions~~ **comments** to three (3) minutes each. Comments shall be civil in decorum **and reflect language grounded in dignity as outlined in the Dignity Index**. 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.

**The Council adopts and follows the Dignity Index, an eight-point scale for measuring how we talk to each other when we disagree, and which scores distinct phrases along an eight-point scale from contempt to dignity. Lower scores (1-4) reflect divisive language while higher scores (5-8) reflect language grounded in dignity. The Council, and all attendees, shall communicate in a way that is grounded in dignity and would score in the higher range of the Dignity Index.**

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. <u>Conduct of Members of the Council.</u>

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 code 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) <u>Compliance and Enforcement</u>

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) <u>Implementation</u>

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.

Rule 13: Sergeant-At-Arms

~~Upon request of the Council, a~~ **A** Sergeant-at-Arms ~~will~~ **shall** be assigned to ~~a~~ **attend each** meeting.

The duty of the Sergeant-At-Arms shall be to assist the Conducting Council Member in preserving order and decorum in City Council meetings.

In the case of any disturbance or disorderly conduct within the Chambers or at a Council meeting, the Conducting Council Member may request the Sergeant-At-Arms to escort the offender(s) from the Council meeting.

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Rule 15: Committees: Special, Ad Hoc, Joint Committee at Request of the Mayor, Oversight

The City Council may, from time to time, create, revise, or abolish any and all Council committees, or make any changes to the committee structure.

The City Council may create any special or ad hoc committee for any specific purpose proper for Council consideration. When such committee is created, its purpose and a relevant time frame will be established. After the final report of the committee, the special or ad hoc committee of the Council will be abolished.

The City Council may or may not elect to formally participate, either by its own membership or its

designees, in a committee being established by the Mayor.

Any standing committee, or the Council as a whole, may resolve to sit as an oversight committee for the purpose of investigating items relating to the conduct of City business. However, no powers are accorded the committee other than those provided by state law.

All meetings of Council committees, standing, ad hoc, oversight, shall provide notice in conformance with the Utah Open and Public Meetings Act.

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Rule 17: Amendment, Revision or Addition to Rules

Any Council Member may propose amendments, revisions, or additions to these Rules of Procedure.

Each amendment, revision, or addition proposed by a Council Member shall be in written form, and copies shall be provided to each Council Member.

Consideration of any amendments, revisions, or additions to these Rules of Procedure shall be **sent to the Council Chair to be** noticed on a Council agenda in conformance with the Utah Open and Public Meetings Act.

A majority vote of all Council Members shall be required for passage and adoption of an amendment, revision, or addition to these Rules of Procedure.

Each Council Member shall have a copy of the latest edition of the Rules of Procedure.

A copy of the Rules of Procedure will be made available to all department heads of the City, any member of the City staff, any member of the public or other person who requests the same.

Rule 18: Time Frame for Delivery of Information Packets to Council Members

For each regular Council meeting, work meeting, Closed

Meeting, special meeting, public hearing and other Council meetings, Council Members will receive a packet, which may be in digital form, containing the agenda of such meeting(s) and complete information pertaining to items on the agenda(s). To allow the Council Members adequate time to study the items for consideration at the upcoming meeting(s), all information for agendas and packets ~~will ideally~~ **shall** be delivered to the City Recorder by 5:00 p.m. on the ~~Friday~~ **Thursday** preceding the meeting(s). **Failure to provide the items timely as required here may result in the item not being listed on the agenda.** Notwithstanding the foregoing, a resolution or ordinance shall not be considered by the Council unless such has been properly noticed in accordance with the law and approved as to legal form by the City Attorney. All email communication between any member of the City Council and the Mayor, or City staff, shall be conducted through City issued email.

Rule 19: ~~Computers, Cell Phones and Tablets~~ **Information Technology Resources** for Council Members

The City may acquire and maintain for the Council Members **Information Technology resources such as computers, devices, software, or systems** ~~computers, tablets, cell phones, etc., at a level~~ to allow Council Members to access all pertinent City information, such as e-mail, City Code, web sites and network. The City may also furnish to Council Members all supplies customarily used to operate such equipment. Council Members have discretion to allow others in their household to use the computer equipment in a manner that will not cause harm or damage to the equipment.

**Council Members shall comply with all City policy and training requirements regarding Information Technology use of computers, devices, software, or systems.**

When maintenance or service is required for assigned equipment, the Council Members will bring such equipment to the City's IT Division Manager at City Hall.

The cost allotted for equipment, including maintenance

and service, will be addressed and decided by the Council Members each year during budget sessions. The amount decided upon will be included as a line item in the City Council portion of the General Fund.

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Rule 21: Council Staff

1. **After providing notice to the Council Chair,** ~~A~~**a**ny member of the City Council may, individually or jointly with another member, contact staff employed by the Council to initiate legislation, ask questions, seek opinions, request the drafting of documents reports and audits, prepare items for discussion at Council meetings, make assignments, and to do all other things necessary for the business of the Council. **When requesting information or action from the Mayor, the requesting Council Member shall also include the Council Chair in that correspondence.**

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL VACATING A PORTION OF WENTWORTH AVENUE LOCATED BETWEEN APPROXIMATELY 107 W UTOPIA AVE AND 2194 S WEST TEMPLE, A PUBLIC RIGHT-OF-WAY OF LAND CONTAINED WITHIN THE LIMITS OF BLOCK 39, TEN ACRE PLAT "A", BIG FIELD SURVEY IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS MORE PARTICULARLY DESCRIBED AS HEREIN.

WHEREAS, the City Council has authority to vacate streets, rights of way, and easements, from use by the public through a petition to vacate pursuant to Utah Code Ann. § 10-20-813; and

WHEREAS, the City received a petition to vacate a portion of Wentworth Avenue located between approximately 107 W Utopia Ave and 2194 S West Temple, as more particularly described in the attached legal description (Exhibit 1) and corresponding visual (Exhibit 2); and

WHEREAS, dbUrban Communities, the petitioner, is, through its affiliates, the adjacent property owner to the north and south of the street vacation and have paid the fair market value for the entire portion of the vacated right of way; and

WHEREAS, the City Council held a properly noticed public hearing pursuant to Utah Code Ann. § 10-20-813(3) on April 29, 2026 to review the petition and afford the public an opportunity to be heard; and

WHEREAS, the City Council finds that: (i) good cause exists for the vacation, and (ii) neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, the City Council finds that the public right-of-way vacation and conveyance to dbUrban Communities, the adjacent property owners, is in the best interest of the City; and

WHEREAS, the City Council finds that the right-of-way vacation is in harmony with the general plan of the City;

NOW THEREFORE, be it ordained, by the City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. That the portion of Wentworth Avenue located approximately between 107 W Utopia Ave and 2194 S West Temple, more particularly, the public right-of-way located within Lot 11, Block 39, Ten Acre Plat "A", Big Field Survey in Salt Lake City, Salt Lake County, Utah as described in the following attached legal description in Exhibit 1 and visual in Exhibit 2 to this ordinance is hereby vacated as described and conveyed to dbUrban Communities.

SECTION 2. 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 3. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

SECTION 4. Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

DATED this _____ day of _____, 2026.

BY THE CITY COUNCIL:

_____
Sharla Bynum, Council Chair

ATTEST:

_____
Ariel Andrus, City Recorder

City Council Vote as Recorded:

| | |
|---|---|
| Bynum | _____ |
| deWolfe | _____ |
| Thomas | _____ |
| Glad | _____ |
| Mitchell | _____ |
| Jones | _____ |
| Williams | _____ |

Transmitted to the Mayor's office on this _____ day of _____, 2026.

_____
Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2026.

_____
Cherie Wood, Mayor

ATTEST:

_____
Ariel Andrus, City Recorder

**EXHIBIT 1**

VACATED PROPERTY

The Vacated Property is in Salt Lake County, Utah and is more particularly described:

A PORTION OF WENTWORTH AVENUE LOCATED IN LOT 11, BLOCK 39, TEN ACRE PLAT "A", BIG FIELD SURVEY IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHEASTERLY CORNER OF LOT 1, UTOPIA APARTMENTS SUBDIVISION RECORDED APRIL 7, 2023 AS ENTRY NO. 14091191 IN BOOK 2023 OF PLATS, AT PAGE 080 IN THE OFFICE THE SALT LAKE COUNTY RECORDER, SAID POINT ALSO BEING 125.00 FEET S. 00°11'58" W AND 11.12 FEET N. 89°48'02" W. FROM THE NORTHEAST CORNER OF SAID LOT 11, BLOCK 39, TEN ACRE PLAT "A", BIG FIELD SURVEY; THENCE S. 00°15'20" W. 37.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WENTOWRTH AVE; THENCE N. 89°48'02" W. 118.84 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WENTWORTH AVENUE TO A EASTERLY LINE O—F SAID LOT 1, UTOPIA APARTMENTS SUBDIVISION; THENCE ALONG SAID LOT 1 THE FOLLOWING TWO (2) COURSES: N. 00°11'59" E. 37.10 feet; 2) S. 89°48'02" E. 118.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4, 410 ± S.F.

**EXHIBIT 2**

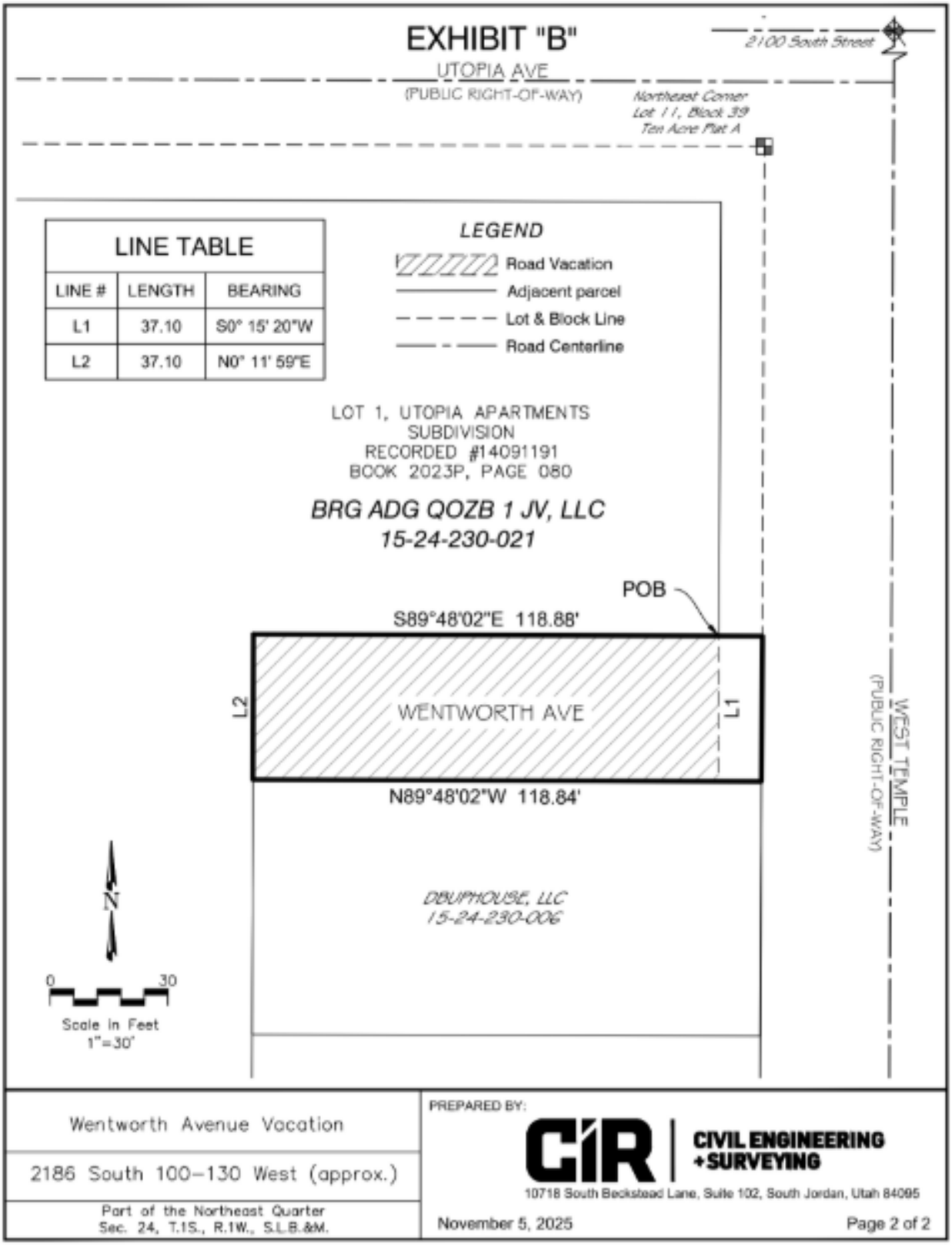


EXHIBIT "B"
2100 South Street
UTOPIA AVE
(PUBLIC RIGHT-OF-WAY)
Northeast Corner
Lot 11, Block 39
Ten Acre Plat A
LINE TABLE
LINE # | LENGTH | BEARING
L1 | 37.10 | S0° 15' 20"W
L2 | 37.10 | N0° 11' 59"E
LEGEND
Road Vacation
Adjacent parcel
Lot & Block Line
Road Centerline
LOT 1, UTOPIA APARTMENTS
SUBDIVISION
RECORDED #14091191
BOOK 2023P, PAGE 080
BRG ADG QOZB 1 JV, LLC
15-24-230-021
POB
S89°48'02"E 118.88'
L2
WENTWORTH AVE
L1
N89°48'02"W 118.84'
WEST TEMPLE
(PUBLIC RIGHT-OF-WAY)
DBUPHOUSE, LLC
15-24-230-006
N
0
30
Scale in Feet
1"=30'
Wentworth Avenue Vacation
2186 South 100-130 West (approx.)
Part of the Northeast Quarter
Sec. 24, T.1S., R.1W., S.L.B.&M.
PREPARED BY:
CIR
CIVIL ENGINEERING
+SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
November 5, 2025
Page 2 of 2

# CITY PLANNING STAFF REPORT

| | |
|---|---|
| **MEETING DATE:** | April 29, 2026 |
| **PROJECT NUMBER:** | SV26-02 |
| **REQUEST(S):** | A petition to the City Council to vacate the remaining portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple. The applicant is dbURBAN Communities. |
| **ADDRESS:** | Wentworth Avenue |
| **PROPERTY OWNER:** | South Salt Lake City |
| **APPLICANT:** | dbURBAN Communities |

**SYNOPSIS:**
dbURBAN Communities is petitioning the City Council to vacate the remaining portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple (See Figure). In 2021, dbURBAN Communities vacated the portion of Wentworth between 155 W Utopia and 155 Wentworth Ave

The applicant, dbURBAN Communities, is requesting approval to vacate the remaining portion of Wentworth Avenue associated with the properties located at 107 W Utopia Avenue and 2194 S West Temple. This request was built upon a previous vacation approved by the City Council in 2021, which vacated a portion of Wentworth Avenue between 155 W Utopia Avenue and 155 Wentworth Avenue. As part of that earlier action, dbURBAN Communities paid for the full vacation of Wentworth Avenue.

The original intent of the 2021 vacation was to facilitate the Utopia Project, a proposed 7-story mixed-use multifamily development. At that time, the vacation of Wentworth Avenue was identified as a necessary first step toward assembling the project site and enabling future subdivision and redevelopment activities.

The current request is associated with a separate project by the same developer. dbURBAN Communities is proposing the development of Aqui 2194, a 48-unit mixed-income housing project located at 2194 South West Temple. The project will consist of studio units averaging approximately 359 square feet, offered at both 80% Area Median Income (AMI) and market-rate levels. Each unit will include a full kitchen and bathroom, and the development will provide shared amenities such as a fitness room, lounge, gathering areas, laundry facilities, and secure parking. Aqui 2194 is designed as a transit-oriented development, with immediate access to TRAX, nearby retail and dining services, and regional trail systems, and is located approximately 10 minutes by streetcar from Sugar House.

The City Council is the land use authority for all public right-of-way vacation requests.

**STAFF RECOMMENDATION:**
Staff recommend approval for the petition to vacate the remaining portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple, based on the following:

The vacation petition is consistent with the goals and objectives of the South Salt Lake City General Plan to: a) Continue to welcome new residents and businesses into South Salt Lake; b) Concentrate higher density development near transportation and transit in mixes use neighborhood; c) Enhance urban and streetscape design in the city to support South Salt Lake's distinct image and enhance community pride; d) Connect housing of various densities to appropriate services and amenities within and between neighborhoods; and e) Increase connections within and between neighborhoods to improve access to amenities and services without requiring the use of an automobile;

The vacation petition is consistent with the goals and objectives of the Downtown Master Plan Vision to support transit-oriented economic development.

Staff recommend approval of the petition conditioned upon the following:

1. The applicant has paid fair market value for the previously vacated property, consistent with the appraisal conducted by South Salt Lake. No outstanding issues are anticipated regarding this requirement.
2. The applicant shall provide the required improvement completion assurance bond for all public infrastructure improvements and utility relocations associated with the UTOPIA project. The bond amount shall be reviewed and approved by City staff and submitted prior to final subdivision approval or issuance of any building permits, unless otherwise approved by the City. Coordination with the City regarding potential inclusion of their improvements within the HTRZ, infrastructure, grant or the Aqui2194shall not delay or replace this requirement unless formally authorized by the City.

3. The applicant has incorporated utility relocation and new access connections for 145 W Utopia Avenue and 155 W Utopia Avenue into the overall UTOPIA project plan. If the broader project does not proceed immediately, the applicant intends to complete improvements adjacent to AQUI2194 and defer the remaining Wentworth Avenue improvements until the UTOPIA project commences, as previously contemplated.
4. The applicant previously completed and recorded a subdivision plat consolidating the subject parcels in accordance with the prior approval. A similar subdivision plat application will be submitted for the additional area associated with the current vacation request.
5. The applicant currently maintains general liability insurance coverage for both the UTOPIA and AQUI2194 properties. Documentation can be provided upon request to verify compliance with City requirements, and additional coverage will be secured if deemed necessary by the South Salt Lake Attorney's Office.
6. All items of the staff report.

SOUTH SALT LAKE

**PLANNING COMMISSION STAFF REPORT**

## GENERAL INFORMATION:

**Location:** Wentworth Avenue (107 W Utopia Ave and 2194 S West Temple)
**Proposed Vacation Size:** Approx. 0.19 acres (8276 Square Feet)

**Figure 1: Proposed Vacation Location**
The location of the proposed vacation is Wentworth Ave between 107 W Utopia Ave and 2194 S West Temple.

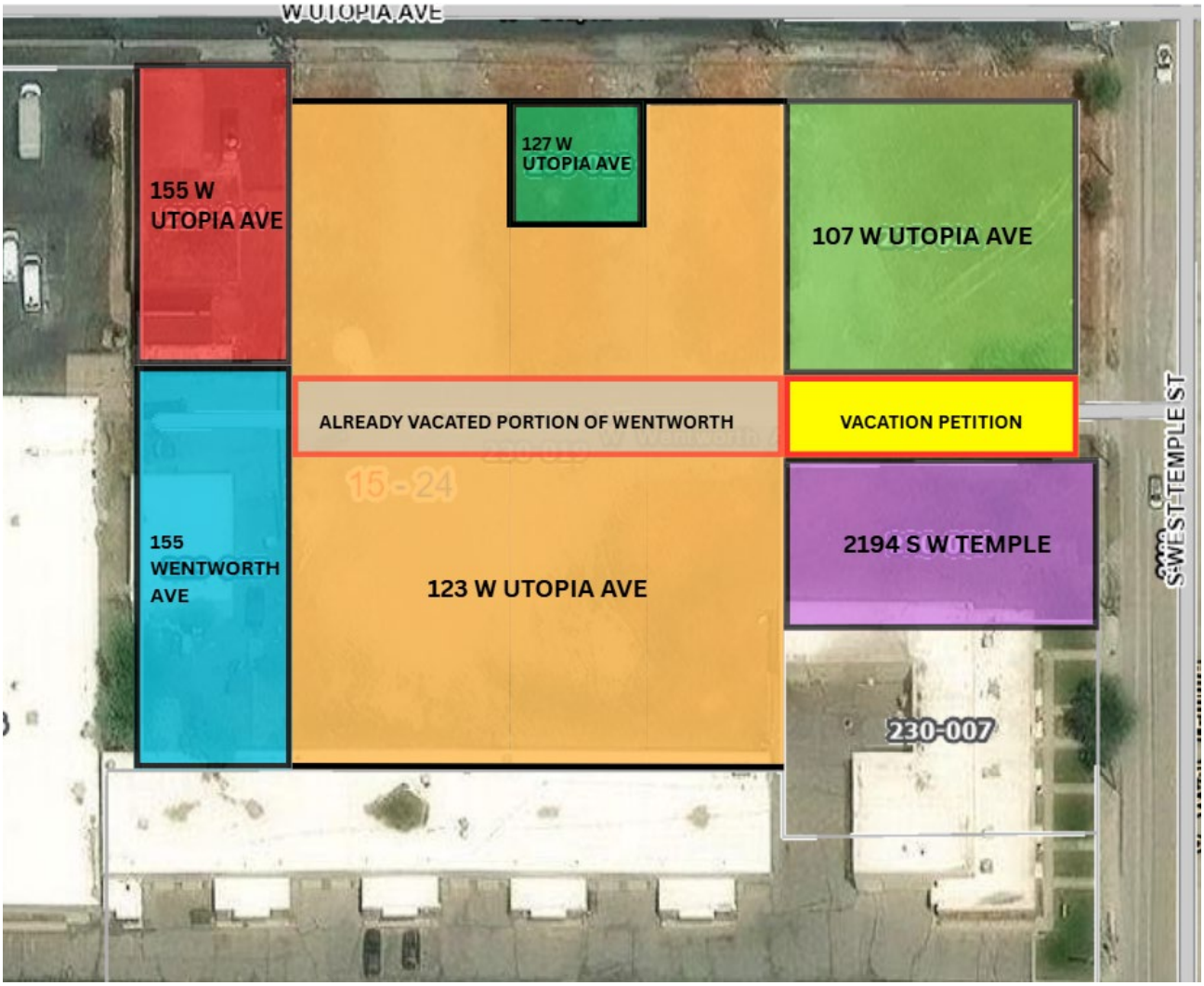
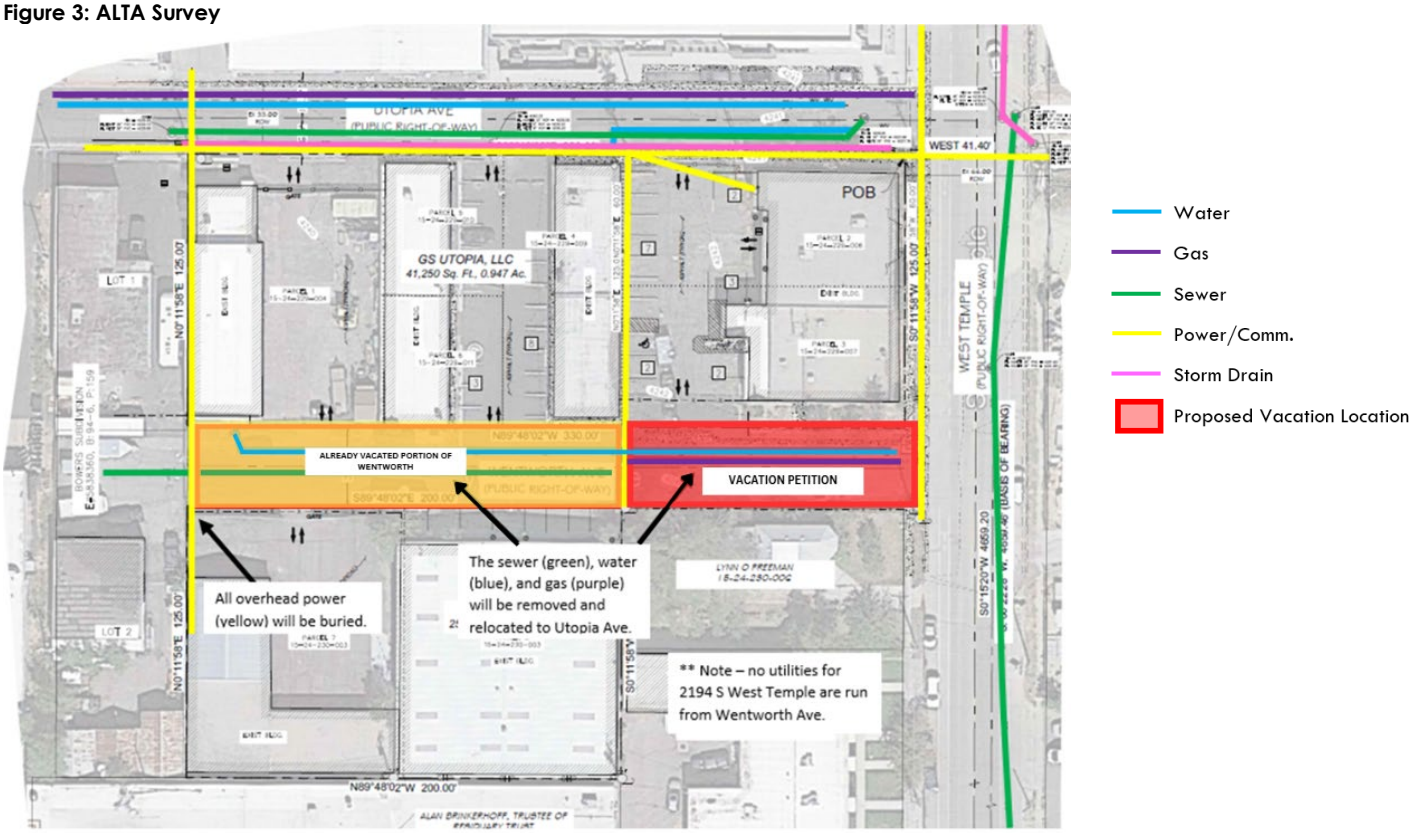


**Figure 2: Existing Site Conditions**

**Figure 3: ALTA Survey**



## AUTHORITY:

**10-20-813. Petition to vacate a public street.**

1) In lieu of vacating some or all of a public street through a plat or amended plat in accordance with Sections 10-20-803 through 10-20-812, a legislative body may approve a petition to vacate a public street in accordance with this section.
2) A petition to vacate some or all of a public street or municipal utility easement shall include:
   a) the name and address of each owner of record of land that is:
      i) adjacent to the public street or municipal utility easement between the two nearest public street intersections; or
      ii) accessed exclusively by or within 300 feet of the public street or municipal utility easement;
   b) proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated; and
   c) the signature of each owner under Subsection (2)(a) who consents to the vacation.

(3) If a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the legislative body shall hold a public hearing in accordance with Section 10-20-208 and determine whether:
   a) good cause exists for the vacation; and
   b) the public interest or any person will be materially injured by the proposed vacation.

(4) The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:
   a) good cause exists for the vacation; and
   b) neither the public interest nor any person will be materially injured by the vacation.

(5) If the legislative body adopts an ordinance vacating some or all of a public street or municipal utility easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:
   a) a plat reflecting the vacation; or
   b)
      i. an ordinance described in Subsection (4); and
      ii. a legal description of the public street to be vacated.

(6) The action of the legislative body vacating some or all of a public street or municipal utility easement that has been dedicated to public use:
   a) operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated public street or municipal utility easement; and
   b) may not be construed to impair:
      i. any right-of-way or easement of any parcel or lot owner;
      ii. the rights of any public utility; or
      iii. the rights of a culinary water authority or sanitary sewer authority.

(7)
   a) A municipality may submit a petition, in accordance with Subsection (2), and initiate and complete a process to vacate some or all of a public street.
   b) If a municipality submits a petition and initiates a process under Subsection (7)(a):
      i. the legislative body shall hold a public hearing;
      ii. the petition and process may not apply to or affect a public utility easement, except to the extent:
         A. the easement is not a protected utility easement as defined in Section 54-3-27;
         B. the easement is included within the public street; and
         C. the notice to vacate the public street also contains a notice to vacate the easement; and
      iii. a recorded ordinance to vacate a public street has the same legal effect as vacating a public street through a recorded plat or amended plat.

(8) A legislative body may not approve a petition to vacate a public street under this section unless the vacation identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the public street.

## GENERAL PLAN CONSIDERATIONS:

The proposed public street vacation would allow the applicant to construct a 48 unit, multifamily micro unit dwelling, is consistent with the goals and objectives of the South Salt Lake City General Plan to:

a) Continue to welcome new residents and businesses into South Salt Lake;
b) Concentrate higher density development near transportation and transit in mixes use neighborhood;
c) Enhance urban and streetscape design in the city to support South Salt Lake's distinct image and enhance community pride;
d) Connect housing of various densities to appropriate services and amenities within and between neighborhoods;
e) Increase connections within and between neighborhoods to improve access to amenities and services without requiring the use of an automobile; and

**ORDINANCE ANALYSIS:**

| Ordinance | Finding | Notes / Insufficiency |
|---|---|---|
| **Utah State Code – Title 17** | | |
| **10.20-813– Petition to vacate a public street** | | |
| 1. In lieu of vacating some or all of a public street through a plat or amended plat in accordance with Sections 10-20-803 through 10-20-812, a legislative body may approve a petition to vacate a public street in accordance with this section. | The petition is being done via an ordinance form. The applicant has provided a legal description for the vacation petition. | |
| 2. A petition to vacate some or all of a public street or municipal utility easement shall include:<br>a. the name and address of each owner of record of land that is:<br>i. adjacent to the public street or municipal utility easement between the two nearest public street intersections; or<br>ii. accessed exclusively by or within 300 feet of the public street or municipal utility easement;<br>b. proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated; and<br>c. the signature of each owner under Subsection (2)(a) who consents to the vacation. | South Salt Lake Ordinance 17.11.070 requires:<br>1. Mailed Notices. Notice shall be provided by first class mail to property Owners and affected entities as established below:<br>a) Right-of-Way Vacations. Notice shall be given in accordance to state statute. Notices shall be mailed ten days prior to the public hearing to the following parties.<br>i) Any property Owner whose property is accessed by the portion of the Right-of-Way that is proposed to be vacated.<br>ii) Any property Owners within 600 feet of the portion of the public Right-of-Way that is proposed to be vacated.<br>iii) All property Owners whose property is in between the portion of the Right-of-Way to be vacated and the nearest Street intersection.<br>2. Publication of Notices. Notices shall be published by the following methods, unless otherwise provided for by state statute.<br>a) Public notices shall be published on the City's website and on the state's public notice website at least ten days prior to a public hearing, and at least seven days prior to a public meeting.<br>b) A hard copy of any public notice issued by the land use authority shall be posted at City hall at least 24 hours prior to a public hearing or a public meeting.<br>3. Posting on Site. Notification signage shall be posted on the property or land for which a Conditional Use permit, design review, Right-of-Way vacation, Subdivision Plat approval, amendment to a Subdivision Plat, or zoning or future Land Use Map amendment is considered. Notice shall be posted as directed by the Community Development Department and shall be clearly visible from the Right-of-Way. The sign(s) shall be provided to the Applicant/agent by the City and shall be posted by the Applicant/agent at least seven (7) days prior to the scheduled public hearing or public meeting.<br><br>Notices were sent out to all neighbors within 600 feet of the proposed vacation location and to all the affected entities (i.e. utility companies). | |

| | | |
|---|---|---|
| 3. If a petition is submitted containing a request to vacate some or all of a public street or county utility easement, the legislative body shall hold a public hearing in accordance with Section 10-20-208 and determine whether:<br>a. good cause exists for the vacation; and<br>**b.** the public interest or any person will be materially injured by the proposed vacation. | The City Council is the land use authority.<br><br>Good Cause means there is adequate or substantial grounds or reason to take a certain action. There is good cause for this vacation because it alleviates the City's liability for a street that accesses only few properties and shifts the liability and burden to the project development to improve and maintain. It will not negatively affect any of the adjacent parcels and it facilitates continued improvements In 2021, dbURBAN vacated a portion of Wentworth between 125 West and 155 West and this final vacation was anticipated to follow the 2021 vacation. dbURBAN would like to vacate the remaining portion of Wentworth, to allow dbURBAN Communities to redevelop a multifamily building that meets the vision and goals of the General Plan.<br><br>There are no easements located along the petitioned portion of Wentworth Ave. No utilities for 2194 S West Temple are run. | |
| 4. The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:<br>a. good cause exists for the vacation; and<br>b. neither the public interest nor any person will be materially injured by the vacation. | The City Council is the land use authority.<br><br>Good Cause means there is adequate or substantial grounds or reason to take a certain action. There is good cause for this vacation because it will not negatively affect any of the adjacent parcels. Additionally, if the vacation is granted it will allow dbURBAN Communities to redevelop into a mixed use multifamily building that meets the vision and goals of the General Plan.<br><br>There are no easements located along the petitioned portion of Wentworth Ave. There are existing utilities: water, gas, sewer, and power, which will all be relocated to Utopia Avenue and West Temple. All of the power will be relocated and buried. | |
| 5. If the legislative body adopts an ordinance vacating some or all of a public street or municipal utility easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:<br>a. a plat reflecting the vacation; or<br>b.<br>i. an ordinance described in Subsection (4); and<br>ii. a legal description of the public street to be vacated. | If the City Council adopts the ordinance to vacate the remainder of Wentworth Avenue, the applicant will be responsible for recording the ordinance and the legal description of the public street to be vacated with the Salt Lake County Recorder's Office per the conditions of the staff report. | |
| 6. The action of the legislative body vacating some or all of a public street or municipal utility easement that has been dedicated to public use:<br>a. operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated public street or municipal utility easement; and<br>b. may not be construed to impair:<br>i. any right-of-way or easement of any parcel or lot owner;<br>ii. the rights of any public utility; or | There are no easements located along the petitioned portion of Wentworth Avenue. There are existing utilities: water, gas, sewer, and power, which will all be relocated to Utopia Avenue. All of the power will be relocated and buried. | |

| | | |
|---|---|---|
| iii. the rights of a culinary water authority or sanitary sewer authority. | | |
| 7. A municipality may submit a petition, in accordance with Subsection (2), and initiate and complete a process to vacate some or all of a public street.<br>a. If a municipality submits a petition and initiates a process under Subsection (7)(a):<br>i. the legislative body shall hold a public hearing;<br>ii. the petition and process may not apply to or affect a public utility easement, except to the extent:<br>A. the easement is not a protected utility easement as defined in Section 54-3-27;<br>B. the easement is included within the public street; and<br>C. the notice to vacate the public street also contains a notice to vacate the easement; and<br>iii. a recorded ordinance to vacate a public street has the same legal effect as vacating a public street through a recorded plat or amended plat. | Not Applicable. | |
| 8. A legislative body may not approve a petition to vacate a public street under this section unless the vacation identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the public street. | There are no easements located along the petitioned portion of Wentworth Avenue. There are existing utilities: water, gas, sewer, and power, which will all be relocated to Utopia Avenue. All of the power will be relocated and buried. | |
| **Title 17 – Land Use** | | |
| **17.10.40 – Vacation of Public Streets or Easements** | | |
| A. Street. State law governs the process required to vacate a Public Street. The process varies according to the nature of the City's property interest in the Street and the manner by which the property was acquired.<br>a. Typically, upon proper notice, Planning Commission recommendation, and a finding that the public and no person will be adversely affected by the vacation, the City Council may by Resolution, establish the fair market value basis for the purchase price of the vacated Right-of-way. In most circumstances, upon payment of fair market value, the Street will be vacated from the centerline of the Right-of-way to each of the adjoining property Owners.<br>b. The Planning Commission shall incorporate the vacated Street into the adjoining Lots or Parcels by Plat (or Plat Amendment). The vacation shall not be effective until the Plat (or Plat Amendment) is recorded. | An appraisal has been completed on behalf of South Salt Lake City. The applicant has already paid for the full vacation of Wentworth. | |
| B. Utility Easement. State law governs the process to wholly vacate a utility easement. Amendments to utility | The applicant shall work with all public utility companies to relocate existing infrastructure and address future utility easements. | |

| | | |
|---|---|---|
| easements can be made in the normal platting process, with the consent and mylar signature of the affected utility or utilities. | | |

## STAFF RECOMMENDATION:

Staff recommends approval for the petition to vacate the portion of Wentworth Avenue to vacate a portion of Wentworth Avenue located between 107 W Utopia and 2194 S West Temple based on the following:

The vacation petition is consistent with the goals and objectives of the South Salt Lake City General Plan to: a) Continue to welcome new residents and businesses into South Salt Lake; b) Concentrate higher density development near transportation and transit in mixes use neighborhood; c) Enhance urban and streetscape design in the city to support South Salt Lake's distinct image and enhance community pride; d) Connect housing of various densities to appropriate services and amenities within and between neighborhoods; and e) Increase connections within and between neighborhoods to improve access to amenities and services without requiring the use of an automobile

The vacation petition is consistent with the goals and objectives of the Downtown Master Plan Vision to support transit-oriented economic development.

Staff recommend approval of the petition conditioned upon the following:

1. The applicant has paid fair market value for the previously vacated property, consistent with the appraisal conducted by South Salt Lake. No outstanding issues are anticipated regarding this requirement.
2. The applicant shall provide the required improvement completion assurance bond for all public infrastructure improvements and utility relocations associated with the UTOPIA project. The bond amount shall be reviewed and approved by City staff and submitted prior to final subdivision approval or issuance of any building permits, unless otherwise approved by the City. Coordination with the City regarding potential inclusion of their improvements within the HTRZ, infrastructure, grant or the Aqui2194shall not delay or replace this requirement unless formally authorized by the City.
3. The applicant has incorporated utility relocation and new access connections for 145 W Utopia Avenue and 155 W Utopia Avenue into the overall UTOPIA project plan. If the broader project does not proceed immediately, the applicant intends to complete improvements adjacent to AQUI2194 and defer the remaining Wentworth Avenue improvements until the UTOPIA project commences, as previously contemplated.
4. The applicant previously completed and recorded a subdivision plat consolidating the subject parcels in accordance with the prior approval. A similar subdivision plat application will be submitted for the additional area associated with the current vacation request.
5. The applicant currently maintains general liability insurance coverage for both the UTOPIA and AQUI2194 properties. Documentation can be provided upon request to verify compliance with City requirements, and additional coverage will be secured if deemed necessary by the South Salt Lake Attorney's Office.
6. All items of the staff report.

## PLANNING COMMISSION OPTIONS:

**Option 1: Approval**

Motion to approve the application by dbURBAN Communities to the South Salt Lake City Council to vacate a portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple, based on the analysis and findings set forth in the staff report, with the following conditions of approval:

1. The applicant has paid fair market value for the previously vacated property, consistent with the appraisal conducted by South Salt Lake. No outstanding issues are anticipated regarding this requirement.
2. The applicant shall provide the required improvement completion assurance bond for all public infrastructure improvements and utility relocations associated with the UTOPIA project. The bond amount shall be reviewed and approved by City staff and submitted prior to final subdivision approval or issuance of any building permits, unless otherwise approved by the City. Coordination with the City regarding potential inclusion of their improvements within the HTRZ, infrastructure, grant or the Aqui2194shall not delay or replace this requirement unless formally authorized by the City.
3. The applicant has incorporated utility relocation and new access connections for 145 W Utopia Avenue and 155 W Utopia Avenue into the overall UTOPIA project plan. If the broader project does not proceed immediately, the applicant intends to complete improvements adjacent to AQUI2194 and defer the remaining Wentworth Avenue improvements until the UTOPIA project commences, as previously contemplated.
4. The applicant previously completed and recorded a subdivision plat consolidating the subject parcels in accordance with the prior approval. A similar subdivision plat application will be submitted for the additional area associated with the current vacation request.
5. The applicant currently maintains general liability insurance coverage for both the UTOPIA and AQUI2194 properties. Documentation can be provided upon request to verify compliance with City requirements, and additional coverage will be secured if deemed necessary by the South Salt Lake Attorney's Office.
6. All items of the staff report.

**Option 2: Denial**

Motion to deny the application by dbURBAN Communities to the South Salt Lake City Council to vacate a portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple, based on the findings discussed on the record.

**Option 3: Continuance**

Motion to table the application by dbURBAN Communities to the South Salt Lake City Council to vacate a portion of Wentworth Avenue located between 107 W Utopia Ave and 2194 S West Temple; to a date certain to allow the Applicant and Staff time to respond to specific inquires or concerns raised by the City Council, or to allow the City Council more time to consider the proposal.

**Attachments:**

1. 2021 Staff Report – Wentworth Vacation
2. 2021 Appraisal of Wentworth Avenue