



**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, May 27, 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](https://www.youtube.com/@SouthSaltLakeCity)

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

Conducting	Clarissa Williams, At-Large
Council Chair	Sharla Bynum
Sergeant at Arms	South Salt Lake PD

Opening Ceremonies

- | | |
|--------------------------|-------------------|
| 1. Welcome/Introductions | Clarissa Williams |
| 2. Pledge of Allegiance | Nick Mitchell |

No Action Comments

- | | |
|--|---------------|
| 1. Scheduling | City Recorder |
| 2. Public Comments/Questions | |
| a. Response to Comments/Questions
<i>(at the discretion of the conducting Council Member)</i> | |

- | | |
|---|------------------|
| 3. Mayor Comments | |
| 4. City Attorney Comments | |
| 5. City Council Comments | |
| 6. Information <i>(10 minutes each)</i> | |
| a. Promise Teen Tech Center: Project Invent Demo | Mickaela Allison |
| b. Arbor Day Proclamation & Tree City USA
2025 Recognition Award | Sharen Hauri |

Action Items

Appointments by the Mayor

- | | |
|--|------------|
| 1. Britney Helmers – SSL Arts Executive Director | Mayor Wood |
| 2. Joseph Dane – Communications Director | Mayor Wood |

Unfinished Business

- | | |
|---|--------------|
| 1. A Resolution of the South Salt Lake City Council Approving an Interlocal Agreement with Salt Lake County for TRCC Funding for the Water Tower Plaza Design and Renovation | Sharen Hauri |
| 2. A Resolution of the South Salt Lake City Council Approving a Cooperative Agreement with the Utah Division of Forestry, Fire and State Lands and the City of South Salt Lake Regarding Funding for the Removal of Invasive Vegetation and the Restoration of Native Vegetation Along the Jordan River Trail | Sharen Hauri |

See page two for continuation of Agenda

- | | |
|--|----------------------|
| 3. An Ordinance of the South Salt Lake City Council
Amending Sections 5.04.180, 17.04.030, and 17.05.040
of the SSL Municipal Code to Establish a Restaurant Only
Liquor License Category and Align City Proximity Requirements
for Alcohol-Related Uses with the Department of Alcoholic
Beverage Services Measurement Standards | Spencer Cawley |
| 4. Council Q & A: Budget for Fiscal Year 2026-2027 | Mayor Wood |
| 5. An Ordinance of the South Salt Lake City Council
Amending Section 3.11.100 of the South Salt Lake
City Municipal Code to Set the Rate for the
Transportation Utility Fees | Jonathan Weidenhamer |
| 6. An Ordinance of the South Salt Lake City Council
Amending Chapter 12.30 of the South Salt Lake City
Municipal Code Updating Definitions and Making
Technical Changes | Jonathan Weidenhamer |
| 7. A Resolution of the South Salt Lake City Council
Expressing Intent to Join the Community Renewable
Energy Program When Available | Sharla Bynum |

Motion for Closed Meeting

Adjourn

Posted May 22, 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

The public is invited to address the Council and/or Mayor concerning City business. Speakers must come to the podium and state their name and city of residence. **Comments are limited 3 minutes, or less, at the discretion of the conducting Council Member, who will inform you when your time has expired.** All remarks must be pertinent to City business, free of personal attacks and argumentative questions, and align with the City-adopted Dignity Index. The conducting Council Member determines whether a response will be given. The Council may choose to respond at a future regularly scheduled meeting. City employee grievances must be processed according to adopted personnel rules.

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

PROMISE TEEN TECH CENTER

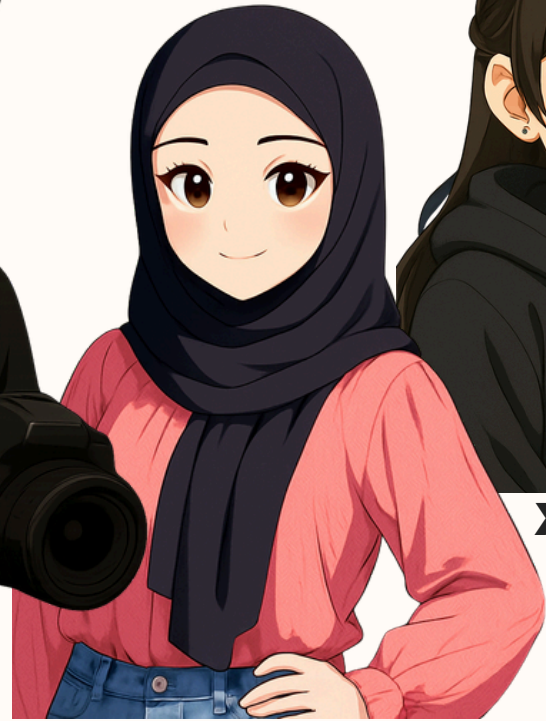


SOUTH SALT LAKE, UTAH

THE INVENTORS



DENIS



SHARIFA



XIMENA



JAKE



DIANA



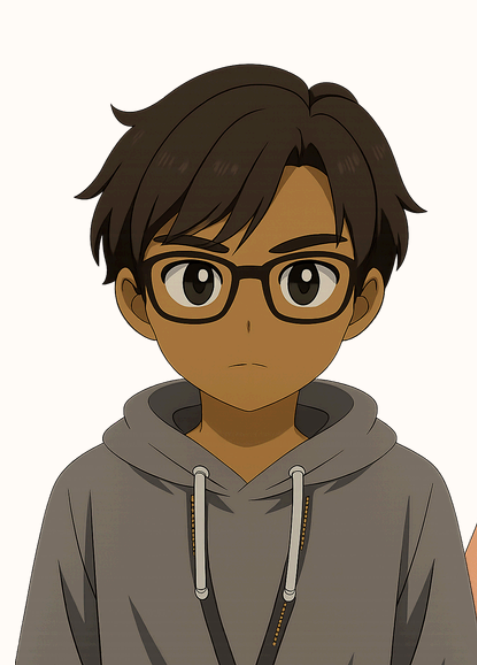
SARAI



LATIFA



FRESHWATER



DANIEL



MICKAELA



MUMTAZ

OUR SUPPORT



Meet Rick & Sue Widdison

01

Interests:

- Pickle Ball
- Hiking with dogs Cleo & Willow
- Sue loves to garden and be outside
- Rick loves to 3D print and volunteer at the Promise Teen Tech Center

02

The Issue:

Rick and Sue reside in Parleys Canyon, where a mine is currently in operation. The Parleys Canyon Mine has plans to expand. There is also concerns regarding the communities health recently.

03

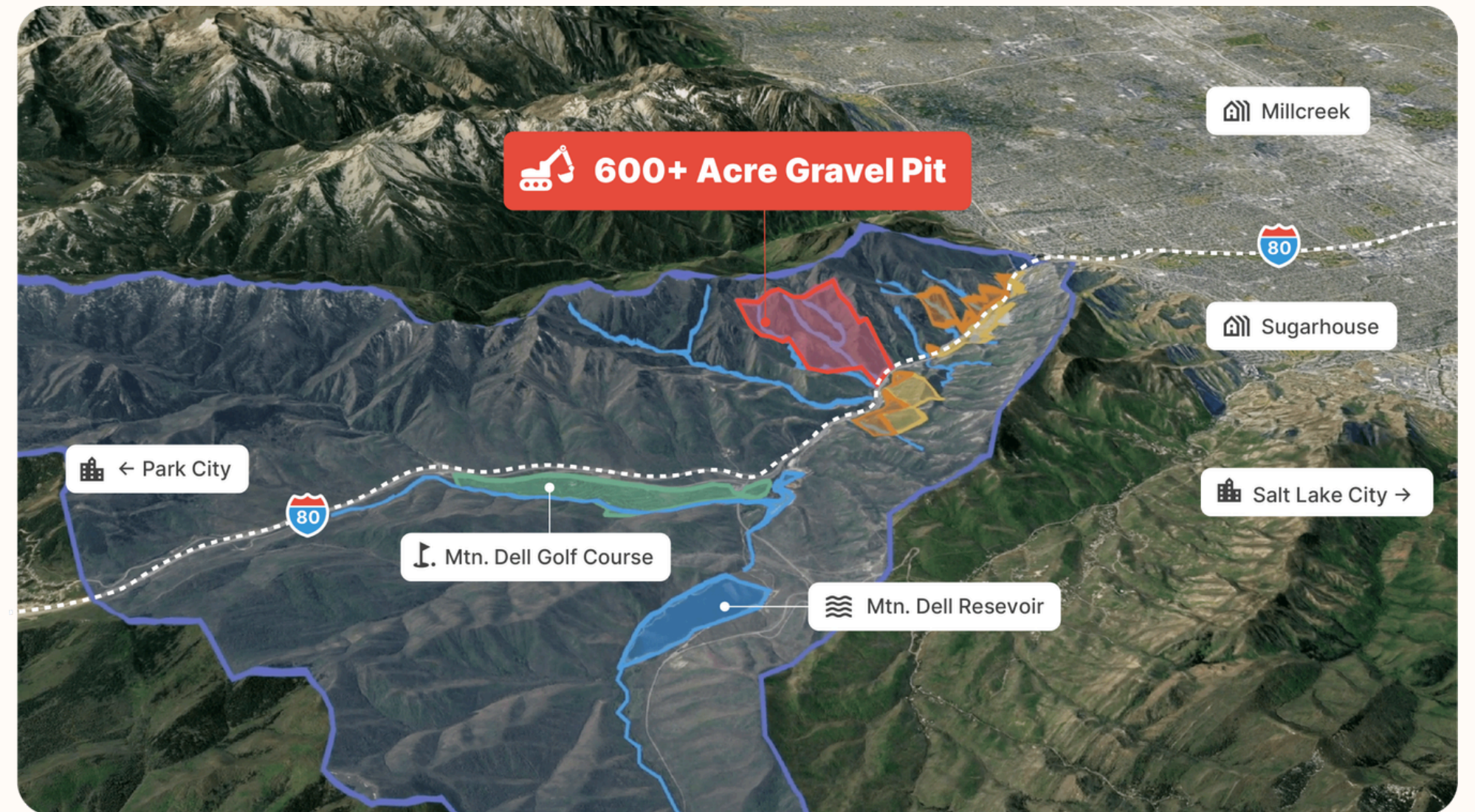
The Goal:

Develop a precise air quality detector to effectively monitor local air conditions, and present this data to help prevent further mining activities.

WHAT THE SMOG BUSTERS ARE BUSTING

PARLEYS CANYON MINE

The air quality near Rick and Sue's home is worrisome due to the active Parleys Canyon Mine, which releases particles that can trigger asthma. The nearest air quality sensor is 6.5 miles away, located in a city not affected by the mine, making it difficult to assess the true air quality impact in their area.

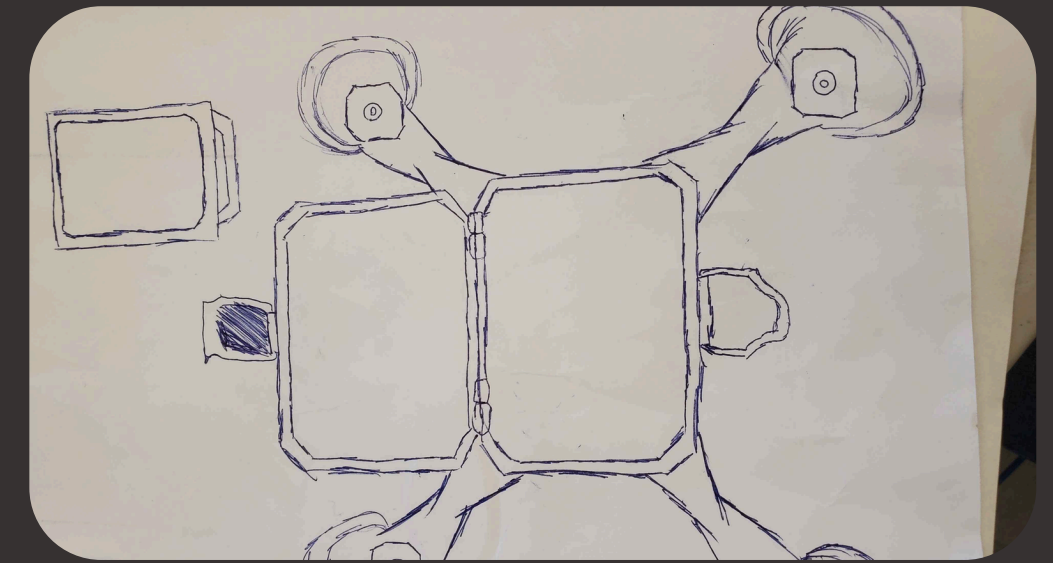


- Parley's Canyon Watershed (Provides 20% of SLC's Water Supply)
- Water Drainage
- Property Owned by Quarry Developers
- Property Owned by Quarry Developers

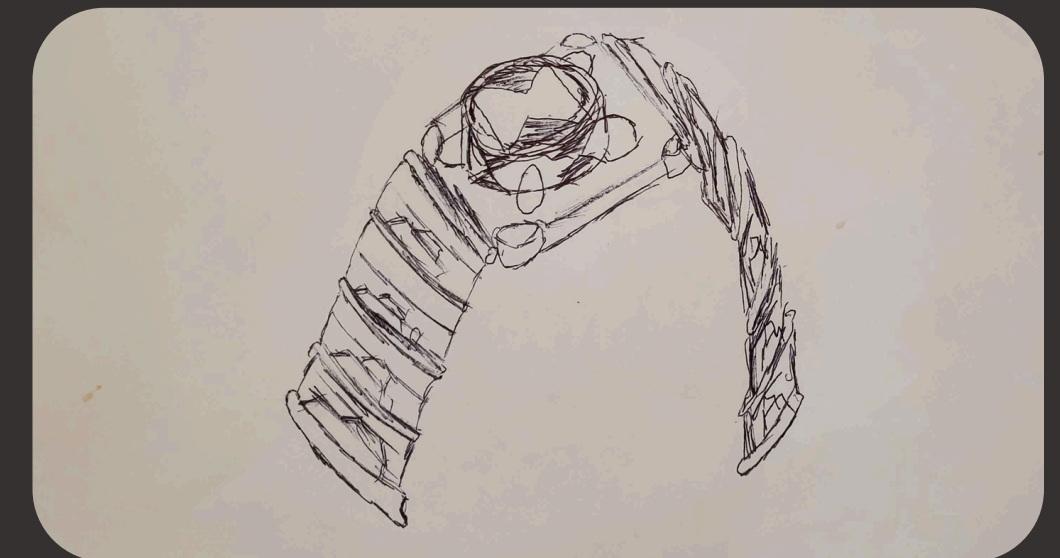
OUR SOLUTION: A SUSTAINABLE APPROACH

A common solution for dust control in the city is spraying water on it; however, this isn't ideal given our **water scarcity**, especially with the **Great Salt Lake drying up (HUGE issue by the way)**. Instead, our focus will be on gathering better data to help residents raise awareness about their health concerns.

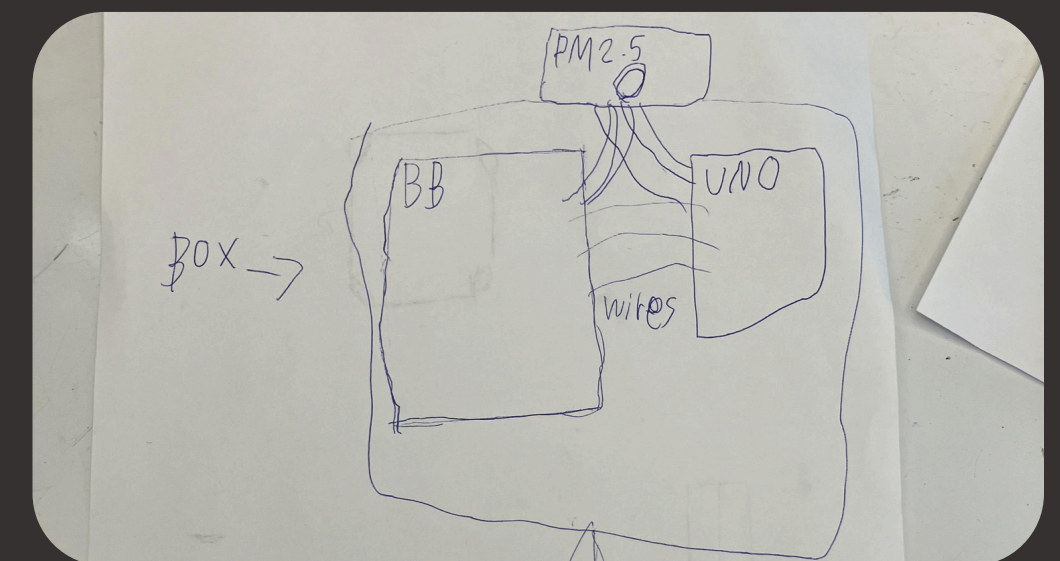
Our product offers a more **accessible sensor** for neighbors, empowering them to collect data that can be presented to the city. This way, they can **advocate** for themselves and bring attention to their needs.



A DRONE

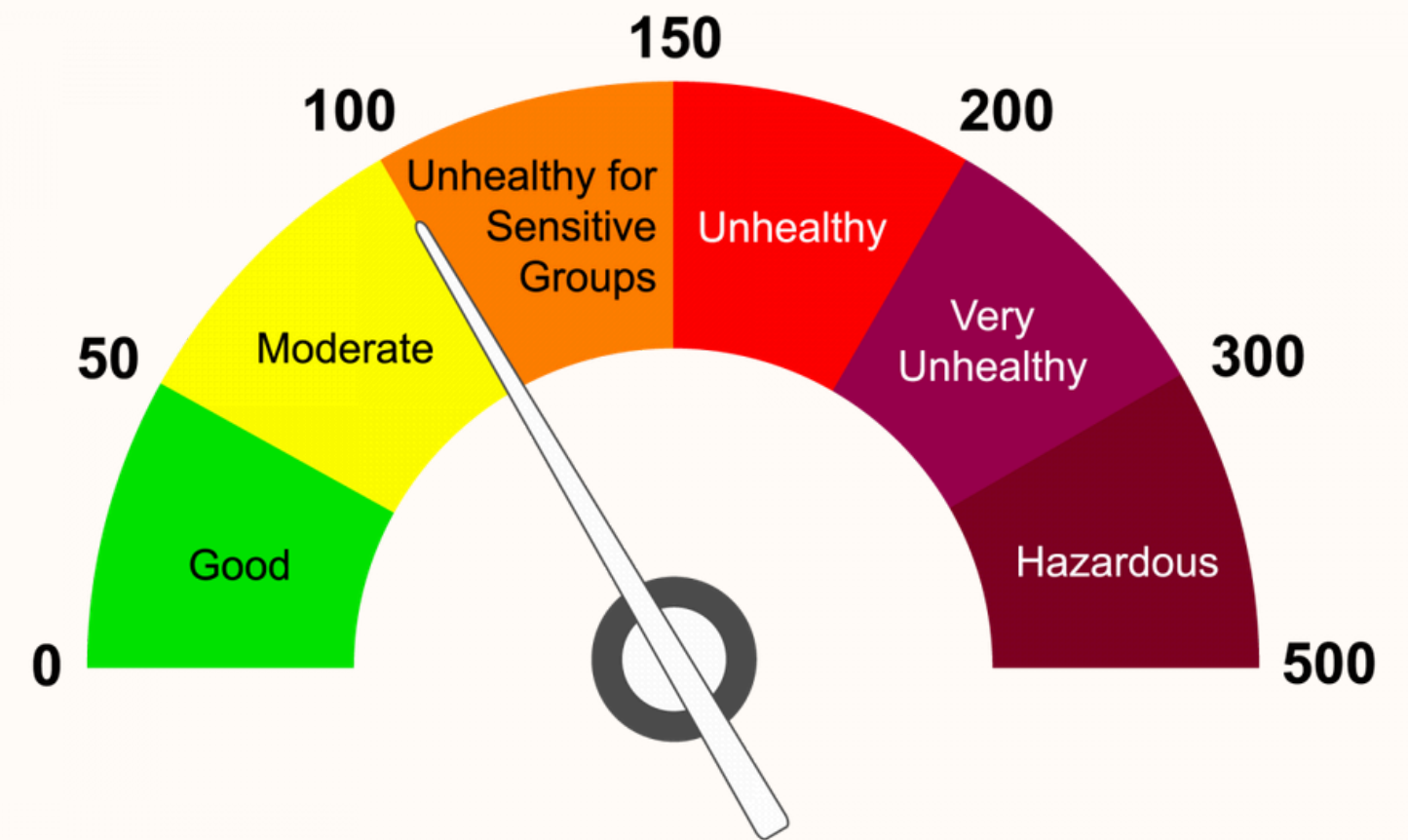


A WEARABLE WATCH



A BOX TRIPOD

THE SMOGINATOR



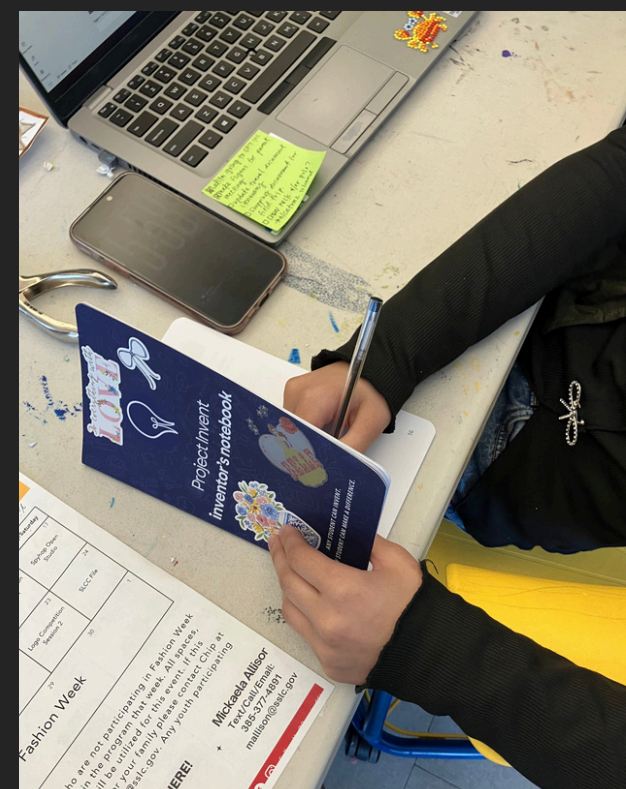
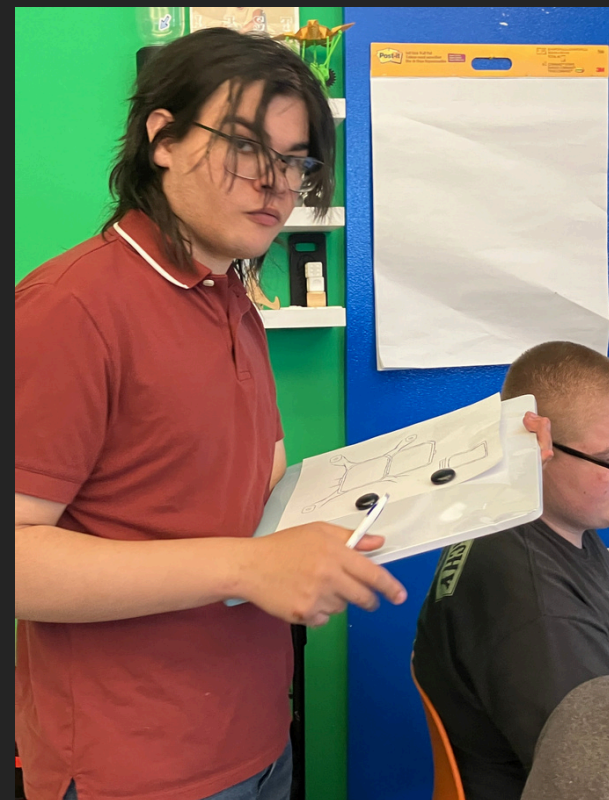



WHO IS IT FOR? WHO WILL IT BENEFIT?

Our is to assist the Millcreek community, especially in light of the ongoing expansion efforts by the Parleys Canyon mine, which have caused distress among residents.

This project aims to benefit the people of Millcreek, particularly those directly impacted by the expansion in Parleys Canyon. It will focus on enhancing community well-being, safeguarding the environment, and offering support to those who are worried about these changes.

QUESTIONS?

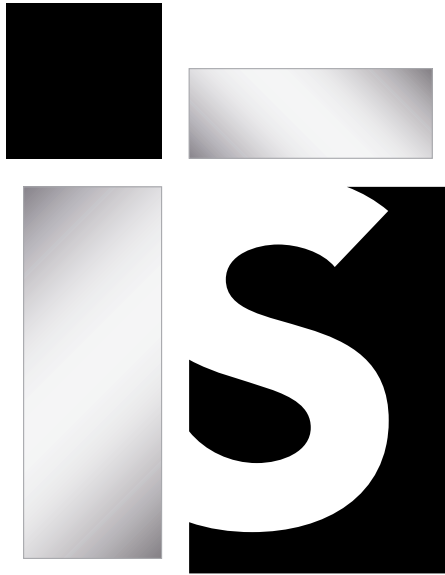




THANK YOU!

Promise Teen Tech Center
The Smog Busters

PROCLAMATION



SOUTH SALT LAKE
CITY ON THE
MOVE

STATE OF UTAH

COUNTY OF SALT LAKE

CITY OF SOUTH SALT LAKE

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal and provide various mental, emotional, and physical health benefits; and

WHEREAS, in 2026, the City, along with dozens of volunteers from local organizations will plant over 300 trees at parks and open spaces in our City.

NOW, THEREFORE, I, Cherie Wood, Mayor of the City of South Salt Lake, encourage community members to learn about opportunities to help expand our urban forest and to join tree planting events throughout the year; and

FURTHER, I do hereby proclaim the 29th of April 2026, as Arbor Day in the City of South Salt Lake, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of South Salt Lake to be affixed this 29th day of April 2026.

Cherie Wood

Cherie Wood, Mayor

Ariel Andrus

Attest

BRITNEY HELMERS

PROFILE

As an instrumental part of any team, Britney has the ability to lead designs from concept and intent, through implementation, all the way through execution. With exceptional talent in purpose-driven art, space planning and workplace strategy, Britney has developed a holistic approach to every project she touches. She is not only driven by the big picture but can pick up on the small details that enhance each and every space. Britney keeps projects moving full steam ahead and is seen as an unbeatable force to see a project through to the finish line.

With a background in Interior Design, Historic Preservation, Project Management, and art implementation, Britney looks at each project from the inside out, to ensure the programming of the space matches the Architecture. Not only has she worked on some of the most creative tenant improvements, she has worked on some of the most challenging adaptive reuse spaces across the country.

EXPERIENCE

South Salt Lake Arts // Executive Director // South Salt Lake City, UT // November 2025 - Present

- Work alongside South Salt Lake Mayor to create artistic initiatives for South Salt Lake
- Enhance programming to create opportunities for artists at all stages of their career
- Manage budgets and goals to achieve success for the Arts
- Use Art as an economic Development tool to bring residents and visitors together in South Salt Lake

The Blocks Arts District // Director // Salt Lake City, UT // February 2023 - November 2025

- Create programs that bring unique experiences to Downtown Salt Lake City (events, community activations, art installations)
- Work with Salt Lake City and Salt Lake County to achieve initiatives
- Report to the Cultural Core Budget Committee with success measures, goals reached, and data to improve the program

BCG Holdings // Director of Design and Project Management // Salt Lake City, UT // January 2022 - February 2023

- Lead \$150 million dollar development projects from conception to completion
- Work hand in hand with the development team to align a design vision with an ideal proforma
- Interview, Hire and Contract Architectural teams, Sub Consultants, General Contractors, and others
- Create Scopes of work to align development vision with consultant goals

Drumbeat // Director of Interiors and Strategic Design Lead // Salt Lake City, UT // August 2018 - May 2021

- Lead Design and Development Projects from Programming through to Construction Administration
- Work closely with Development, General Contractor, Sub Contractors, Leasing, and Property Management to fit design strategy to Organizational vision
- Multitask with multiple Clients to create Design solutions for company growth
- Project Manage All Tenant Improvement and All Tenant Relocation Projects
- Manage, Review and Redline all Project Documentation to create a smooth TI process
- Noteworthy Clients: INDUSTRY, Athena Global Advisors, Booyah Advertising, DiD Agency, Dazbog Coffee Headquarters

HDR // Signage and Way-finding Project Coordinator // Denver, CO // January 2018-August 2018

- Lead Design Efforts with Clients needs and provide Graphic Representation
- Create and collaborate with the Interior Design Teams Vision to ensure a cohesive message
- Noteworthy Clients: Intermountain Healthcare

PROFICIENT PROGRAMS

Microsoft Office Suite
Adobe Creative Cloud
AutoCAD
Revit
CET Designer
Procore
Bluebeam

SKILLS

- Art Implementation and Strategy
- Space Planning
- Tenant Programming
- Project Management
- Aligning Schedules with Decision Making
- Design Development
- Way-finding & Branding
- Tenant Improvement
- Construction Administration
- Construction Documentation Review
- Team Strategies
- Non-Profit Program Building
- City Implementation

ADDITIONAL ACCOLADES/ PASSION PROJECTS

ULI Utah Trends Conference // Co-Chair // Utah // March 2023 - Present

- Design and build content for the 2024 and 2025 ULI Trends Conference
- Lead a committee and panel champions to create one of the largest Real Estate Conferences in Utah
- In 2025, record breaking sponsorships were met and record breaking attendance was achieved

Little City // Partner // Salt Lake City, UT // May 2022–Present

- Operate and Manage Community Events for the Granary District of Salt Lake City
- Put together members of the Community to promote temporary activation in a run down automotive shop that was re-imagined by the team at Little City

Granary District Alliance // President // Salt Lake City, UT // June 2021 - January 2024

- Community Board President for the Granary District of SLC
- Create By-Laws, encourage voting, promote community happenings in the neighborhood

Mid Week Mountain Enduro Race Series // Rider // Utah // March 2022 - Present

- Rider in the Women’s Mountain Bike Race Series throughout Utah
- Looking to be an ambassador for the 2023 season

EDUCATION

Savannah College of Art & Design (SCAD) // Savannah, GA
Bachelor of Fine Arts in Interior Design, 2009 // CIDA Accredited

REFERENCES

- Michael Yount // Owner of Y Design and Founder of Little City // [Redacted] // [Redacted]**
- Adam Hayworth // Project Manager at Mill Creek Residential // [Redacted] // [Redacted]**
- Andy Wheeler // Commercial Broker at Align Complete Real Estate Services // [Redacted] // [Redacted]**

//////

BRITNEY HELMERS

[Redacted]

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JOSEPH DANE

ABOUT

Results-driven communications professional with experience in nonprofit, for profit, and government sectors, specializing in public affairs, community and stakeholder relations, media relations, strategic partnerships, and administrative operations. Demonstrated success in driving community impact through key message planning, story development, and achieving funding goals. Recognized by Telly Awards as a bronze winner for My Subaru Is marketing campaign, and by Star Awards as a bronze winner for best public affairs program in Texas.

EDUCATION

Texas State University, San Marcos, TX

B.A. Major in Mass Communication and Public Relations, Minor in Business Marketing

PROFESSIONAL EXPERIENCE

City of South Salt Lake, Communications Manager | South Salt Lake, UT | June 2023-Present

Mark Miller Subaru, Marketing Manager | South Salt Lake, UT | 2019-2023

HawkWatch International, Development & Communications Director | Salt Lake City, UT | 2012-2018

Fourth Street Clinic, Development & Community Outreach Manager | Salt Lake City, UT | 2008-2011

Goodwill Industries of Central Texas, Communication & Media Coordinator | Austin, TX | 2007-2008

CBS Radio, Public Affairs Director | Austin, TX | 2004-2007

Kristy Ozmun Public Relations, Account Executive | Austin, TX | 2006-2007

VOLUNTEER

Westminster University, Communications Professional Presenter | 2023

Utah Pride Center, Board of Directors | 2019-2021

International Dark Sky Association, Utah Chapter, Board of Directors, President | 2017-2020

Association of Fundraising Professionals, Utah Chapter, Board of Directors | 2013-2019

Utah Philanthropy Day, Committee Member/Treasurer | 2016-2018

Multicultural Health Network of Utah Annual Conference, Fundraising Panel Presenter | 2009

Young Nonprofits Professionals Network of Austin, Communication Committee Chair | 2006-2007



RESOLUTION NO. R2026-____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDING FOR THE WATER TOWER PLAZA DESIGN AND RENOVATION.

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

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

WHEREAS, the South Salt Lake (the “City”) has applied for and requested TRCC Funds from the County to facilitate the design and renovation of the Water Tower Plaza in South Salt Lake (the “Project”);

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

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

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

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

WHEREAS, the South Salt Lake City Council (the “Council”) met in regular session on May 27, 2026, to review and consider the Agreement and the terms and conditions of using TRCC Funds for the Project;

WHEREAS, the Council has considered the impact this Agreement and the resolution may have on family health, stability, and formation; and

WHEREAS, the Council has determined that it is in the best interests of its residents, business owners and visitors to approve entering into the Agreement as proposed.

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

(signatures on following page)

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

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Glad _____

Thomas _____

Bynum _____

Mitchell _____

Jones _____

deWolfe _____

Williams _____

ATTEST:

Ariel Andrus, City Recorder

Exhibit A

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

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

SOUTH SALT LAKE

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

RECITALS:

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

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-602 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

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

D. City has requested TRCC Funds from the County to help it fund the project described in its application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund the renovation of the water tower and construction of a public plaza beneath it (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

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

AGREEMENT:

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

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to One Million dollars (**\$1,000,000.00**) to City from its 2026 TRCC Funds all on the terms and subject to the conditions of this Agreement.

B. Prorating of TRCC Funds. For projects with underspend, the TRCC grant will be reduced based on the project underspend times the TRCC grant percentage. The TRCC reimbursement will be reduced accordingly.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

B. Allowable Uses and Limitation on Use.

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

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as EXHIBIT A by **March 31, 2028**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2028**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2028**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2026; December 31, 2027; and June 30, 2028**.

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

H. Public Funds and Public Monies:

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

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

expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

K. Representations.

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

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the

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

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

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

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

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

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

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

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

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

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

expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance, and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

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

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC

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

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

I. Termination.

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

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

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

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

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

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

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

(c) Terminate this Agreement.

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

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

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

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

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the acceptance of the final project status report. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-103 *et seq.*

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

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

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

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

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

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

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

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

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2026

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2026

Reviewed and Advised as to Form and Legality:

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

SOUTH SALT LAKE

By _____

Name: _____

Title: _____

Dated: _____, 2026

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2026

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2025 Support Program Application (2026 County Fiscal Year)

Deadline: 6/16/2025

**City of South Salt Lake
Water Tower Plaza**

Jump to: [Application Questions](#) [Documents](#)

\$ 1,000,000.00 Requested

Submitted: 6/16/2025 9:54:03 PM
(Pacific)

Project Contact

Sharen Hauri
shauri@sslc.gov
Tel: 8016331262

Additional Contacts

abiamont@sslc.gov

City of South Salt Lake

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

Telephone 8014646757
Fax
Web sslc.gov

Mayor

Cherie Wood
mayor@sslc.gov

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #13.

Project Overview

1. Please select one of the following:

- New project
- Additional funds for a current project

2. Please select your support program category:

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

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

3. Please list the project address if it is different than your business address. If the addresses

are the same, then write "n/a".

2504 S West Temple

4. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

NOTE: SSL City has submitted 2 applications. In order of priority, Water Tower Plaza is #1 and shovel-ready. Scott School is #2 and ready for its next steps. Both can be funded by the city simultaneously.

This project is a combined effort between SSL Parks, SSL Arts Council (a city owned non-profit), and the SSL Redevelopment Agency. SSL operates 11 parks/plazas/open spaces in the city and is ready to expand to its first location west of State Street, outside the legacy residential areas and into the urbanizing transit-oriented and Downtown zones. The Arts Council and Redevelopment Agency jointly present numerous events, including 2 festivals adjacent to the water tower, Mural Fest and Craftoberfest. Jointly, these events attract over 8,000 participants annually from across the state, and artists from across the world. Mural Fest has put SSL on the map and continues to build our State's reputation for the arts and creative industries. This project will support the expansion and awareness of Mural Fest, the new Downtown and the Creative Industries zone. In addition, this iconic landmark, with the city's name emblazoned on it, boosts our community pride and brand awareness.

The City of South Salt Lake (SSL) provides municipal services, including police, fire, water, sewer, stormwater, roads, parks, community centers, and social services to a population of nearly 27,000. The city was founded in 1938, on the basis of building a sewer system, and public works remain at the core of city services. The iconic water tower was built a decade later in 1948 to secure the city's water supply.

When the city determined it would rebuild the public works campus, the opportunity opened to reimagine the water tower and the space around it. As the water tower no longer holds water or serves a purpose in the water system, the time was right to make a change. Long a symbol of the city, this project is a chance to preserve and celebrate a city icon while creating a place for people and activating the neighborhood.

The South Salt Lake public works campus dates to the earliest years of the city, which was founded in 1938. The water tower was built in 1948, it was the first of its kind both in design and function, a notable piece of national and local history. The city named it the "Horton Tower" after Horace Ebenezer Horton, who was the owner of the manufacturer, the Chicago Bridge and Iron Company. Over the years, the city and its water system expanded, and eventually the water tower and the pump below it were abandoned for new, more productive wells. But the tower stood tall and earned symbolic importance.

In 2020, it was determined that the public works campus would be rebuilt and expanded at its existing location. Since 2022, adjacent property was acquired and entitled and the designs for the new 6-acre site are now complete. This shovel-ready project breaks ground on June 27, 2025.

The plaza was incorporated into the project to create a public space to enjoy and give the opportunity for people to experience the water tower up close. It is envisioned as a cultural landmark, a place to celebrate the city, and a vital new green space in a semi-industrial neighborhood deficient in parks, open space and trees. The plaza will be programmed with concerts, cultural events, and community gatherings, such as block parties. It is also possible to spill over onto adjacent streets for larger events.

5. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, and cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Project: The project includes renovation of the water tower and construction of a public plaza beneath it. It is being built by the City of South Salt Lake with program support and input from the SSL Arts Council, and the SSL Redevelopment Agency. Funding is from a municipal bond with additional fundraising from public and private entities. It will be built in 2026 and 2027 as a part of the public works campus reconstruction at a cost of approximately \$3,000,000.

Location: The site facing West Temple is approximately 15,000 square feet. This space has been

reserved and separated from the public works campus specifically for the plaza and will have unrestricted access.

Design: The project is a high-profile destination with elements that will activate the space for events and programs while welcoming everyday visitation. It includes:

- Water Tower “lounge” directly under the tower with a lawn and lounge seats for a unique view skyward
- Green space (artificial lawn) for activities, music, gatherings, exercise year-round
- Stage for performance or casual seating
- Landscaping and large shade trees
- Art installations, including fence post/panel system for mounting art pieces
- Historic interpretation of the water tower and city history
- Enhanced lighting of the water tower, with flexible color, patterning, etc.
- Restroom and storage for events

Purpose: The Water Tower Plaza will attract visitors and residents alike and affirm the identity and character for Downtown SSL. It is an integral part of the brand, and having an “in real life” connection to it is a huge benefit. We know that for our community to thrive, residents need places to gather, celebrate, connect and learn. This space does that and more. It will:

1. Be an activated space and destination in a dynamic emerging neighborhood
2. Support and expand arts and culture programs and events
3. Provide much needed green space, trees and passive recreation opportunities
4. Create a space for people to meet and build a sense of community
5. Restore and enhance a signature historic landmark
6. Bring visitors and attention to the Creative Industries Zone
7. Tell the story of SSL public works, its origin and the water tank
8. Open the door for potential historic site recognition
9. Create artist opportunities, including possibility for a major public art commission and several smaller installation
10. Support city and neighborhood needs as described in city plans (see Q9)

6. How does your project align with the specified TRCC support program category you selected in Question 2? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

Water Tower Plaza matches the County’s CFSP and 2020 Arts & Culture Master Plan. Arts and Culture purposes were selected over Parks and Recreation because the project’s mission and purpose more closely align.

Value professional arts organizations

SSL Lake Arts Council has grown to be one of the most successful arts organizations in the state with a reputation that extends far beyond its size. The Arts Council is also growing its mission to include local history and storytelling, and this venue is a perfect opportunity. This one-of-a-kind venue serves a purpose and also celebrates the water tower as an icon that represents both the city and the Arts Council’s most popular events – Mural Fest and Craftoberfest.

To reflect and address the current and future needs of communities throughout the County.

The Arts Council has sought an arts venue in our Downtown for over a decade but had yet to secure property or a defined program. This project provides an accessible venue and visibility for the Arts Council’s major programs (public art) and events. It provides a stage, literally and figuratively for the artists we support. It also supports street fests and block parties that define urban life in our valley.

Enable the development of local arts communities

Water Tower Plaza is a place to experience local art and artists and celebrate the international community that visits for Mural Fest. Programming will include performance arts, rotating visual arts, and on-site art activities and classes. Craftoberfest is an open call for artists and craftspeople to sell their creations.

Projects which enhance the ability of arts and cultural organizations to expand programming
This venue will support existing events and open up a full calendar of opportunities for programming and rentals in addition to signature events. This need was identified in the Creative Industries Zone plan (attached)

Utilize cultural facilities as a tool for the sustainable cultural and economic development of the county
The Arts Council and the SSL Redevelopment Agency have been in step since the early days of planning for both the Downtown and the Creative Industries Zone. The wealth of small businesses and makers continues to grow and has attracted new nightlife and businesses, including breweries, distilleries and restaurants. This has, in turn, been a magnet and motivation for the new development – residences and offices. The new residents and visitors are seeking a place to connect, celebrate, and embrace as part of their identity and this plaza provides just that. In combination with murals and other public art, the Water Tower puts our small city “on the map.”

7. Please provide evidence of local support and community need justifying this project. (Lessees of government-owned facilities must provide landlord's written consent for construction/implementation of proposed improvements.)

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

South Salt Lake City is transforming a first-tier suburb of single-family homes to a diverse urban village, boasting 12% growth since the establishment of its Downtown. Over 2,000 residential units have been built in the past 5 years and 1,200 units more being permitted or built. Most of these units are new urban style apartments, with a young population eager to participate in arts and culture.

Directly south of Downtown is the Water Tower Neighborhood, distinguished by major anchors such as Granite School District and Bonwood Bowl, and new favorites such as Level Crossing Brewing and Cozy Coffee Shop. The neighborhood surrounding the water tower underwent a planning process in 2023 to identify its assets and needs. Universally, existing residents and businesses asked for a place to connect, trees, and more housing—welcoming density and diversity. Notably, there is no public space in this neighborhood, and no city parks or plazas west of State Street. This park will be a pioneer, much like the water tower was 76 years ago.

South Salt Lake continues to grow its home-grown events, Mural Fest and Craftoberfest, utilizing city streets as venues. The city has long discussed developing a festival space that can provide a permanent stage, restrooms, shade and seating for attendees. This project fits the bills and also fulfills the neighborhood’s wish for a place to gather every day of the year.

Still, one of the biggest motivations for this project in this location is the iconic water tower. As a symbol of the city and of Mural Fest itself, it has become one of the most recognizable landmarks in Salt Lake County. It is in need of a facelift and design that activates the community. The restoration includes fresh paint (still silver), a new logo, and professional illumination of the tower. This free attraction, visible and open 24-7-365 will become a destination and place to build memories.

Evidence for support and need can be seen at events, on social media and in press. (See Support attachment) The Water Tower has captured people’s imagination and they want to see it become something great.

8. Please provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Include attendance data.

This project is limited in area by the available land under the water tower, which is 15,000 square feet (but 162’ tall!). The plaza capacity is approximately 200 people for an event or 50 people for passive use. The adjacent streets (Oakland and West Temple) have been utilized for major events to hold 4,000 attendees (often roving between murals and local businesses) and have capacity for much more as events grow. We have prioritized the quality and character of events over growth, and with city funding, have been able to fulfill our community’s desires.

The plaza will be used for major events (3-5 days annually), regular concert event series (5-10 days annually), rentals (5-10 days annually), and everyday passive recreation use. It is attached to but separate from the Public Works Campus, which is behind a fence at the rear of the plaza. Limited, urgent vehicle access is permitted to cross the plaza on the north side.

The city has habitually closed Oakland Avenue for Craftoberfest and for the first time in 2025, had West Temple Street largely closed for Mural Fest. This closure will likely repeat to encourage biking and walking. The plaza anchors those areas and provides a higher quality headquarters and backbone services, such as power, water and restrooms. Our large event will still certainly need rented porta-potties, barricades and generators, but this anchor services are a welcome starting point.

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

South Salt Lake describes itself as a “city on the move” and has embraced its future in building a walkable, urban downtown. The Arts Council was involved early in the process as it discovered and embraced the many small businesses and creative industries that call the city home. These businesses are concentrated in the new Downtown and the Water Tower Neighborhood. Collectively, they have been given the title of “Creative Industry Zone” and have made the historic Horton Water Tower its mascot. As the city and its Arts Council refined its identity and character for downtown, several signature events, including Mural Fest and Craftoberest were launched and centered in the blocks around the water tower.

Today, there is still no place you can point to as the center of it all in the Creative Industry Zone. The sole property owned by the city is its Public Works Campus, and the water tower stands at its edge along West Temple, surrounded by creative businesses. Naturally, as the tower became an icon, the space below it begged for activation and purpose. The time is now, as the Public Works campus is being rebuilt (from the ground up) and the only remaining structure will be the water tower. For many years, fans of the tower have begged for the chance to get up close to it, to enjoy it, and event to paint a mural on it. But it remained locked up behind a high fence, within the public works parking lot.

Through one planning effort after another, the priorities of the city, the Water Tower Neighborhood and the community became clear. We need a public space to enjoy, trees and greenery, and more opportunities to get together. New Arts Council programs and events could only go so far in public streets and inside of private business. And there is currently there is not one public open space in either Downtown or Water Tower Neighborhood.

A “third place” is needed and is long overdue. Plans that mention this demand are attached and include the Arts Council Strategic Plan, Creative Industry Zone Plan, Parks Plan, and Water Tower Neighborhood Plan. In addition, the name of the Water Tower neighborhood was established in the city’s 2020 General Plan. The Water Tower Plaza project achieves many of the stated goals of these plans:

1. A city open space within walking distance of every resident
2. More trees, green space and landscaping
3. Places for people to gather and socialize
4. Free activities and opportunities
5. Creating Neighborhood Identity
6. Preserve city history and historic sites
7. Events that build community and reflect its character
8. Opportunities for artists to display their talents
9. Places to experience and enjoy arts and culture

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

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

This project has secured, restricted funding for 100% of the city’s FY26 match (\$1,000,000). It is included

in the City of South Salt Lake FY 2026 budget in the Public Works Campus Construction Fund - \$1,000,000 (GL 40-80-100-00 Construction Costs- See Attached Capital Fund Budget).

For cash flow, the Public Works municipal bond has a draw schedule to match the construction schedule for two years. Any additional funding required, would be subject city budgeting process, either through the FY27 budgeting or as a mid-year amendment.

The cost estimate presented here is conceptual. A final CMCG cost estimate will be delivered to the city by July 1, 2025. The city requests an opportunity to resubmit the cost estimate at that time for greater accuracy.

11. Document your ability to raise additional project funds.

Our team has a successful track record of funding both Capital Improvements projects and programs. We seek matching funds for many projects, with the goal of not only reducing the financial burden but also boosting the collaboration and creative results. We are successful because we tailor projects to the needs of the community and deliver results. This earns favor with city leaders and residents as they appreciate that we are maximizing their tax dollars.

The Arts Council is funded for a full-time Executive Director starting July 1, 2025. We are seeking an ED with fundraising expertise. This position replaces and expands the previous part-time leadership position. This will allow the non-profit to focus on fundraising for current capital projects and bring in community funding and contributions. It also shows the city's commitment to expansion.

Funding from the Arts Council comes from a wide range of public and private donors, and we see room for growth, particularly from businesses and developments who stand to benefit from this new plaza and activation. Fundraising from property owners for murals that are a part of Mural Fest has is one of our biggest growth areas and now covers 1/2 of our artists' costs.

Funding from the RDA continues to grow as Downtown projects rise out of the ground and contribute to their budget. They funded a new program manager position in FY25 and will continue to grow their operating/programs budget. Their funding also took over the event execution components of Mural Fest and Craftoberfest, freeing up Arts Council for other program needs.

Project Details

12. Provide an analysis of the financial impact this project will have on your organization's future finances.

This capital project will fit within the city's regular budgets and should not impact future finances or programs. The city has an annual Capital Improvement Fund budget, General Fund, and special Construction Fund budgets to support design and construction. This project received design funding in the FY 25 and construction funding FY 26 via the Public Works Construction Fund as described in Question 19. The city's FY 26 budget was adopted on 6/11/2025.

Facility maintenance and operations are a separate issue and are manageable within the city's existing budget and described in Question 20.

Program and operations funds are annually appropriated and include full coverage of Arts Council staff. The Arts Council is a non-profit and will expand its fundraising in FY26 with the addition of a full-time Executive Director. This will support program growth and immediate capital requests such as this. The Arts Council benefits from several regular grants and donations, including ZAP.

13. Please specify the type of funding you are requesting.

The questions numbers below will change depending on your selection for this question.

Consulting Funding

- Capital Funding
- Tourism Promotion Funding

14. Type of consulting services

-answer not presented because of the answer to #13-

15. Goals and objectives of consulting services

-answer not presented because of the answer to #13-

16. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

17. Payment schedule for the work and expenses.

-answer not presented because of the answer to #13-

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The project is on city-owned property. Over a dozen parcels make up the new 6 acre public works campus, and it has been newly platted and consolidated into one lot, encompassing the public works area and the water tower plaza. The original deed for the plaza area is a lot that is larger than what has been carved out for the plaza (attached).

19. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

Within your answer to this question, please provide all relevant details that will help reviewers better understand WHAT is included in the project and HOW you will complete it. Please include projected start and completion dates.

The Water Tower Plaza is a part of the Public Works Campus construction project. This project is being delivered by a Construction Manager / General Contractor (CMCG) team that includes MOCA (Owners Representative), Method Studio (Architect), and Layton Construction (Contractor). Plaza construction will be completed in sync with public works campus construction to save on cost and time.

Project Scope:

1. Demolition
2. Site preparation
 - a. excavation and grubbing
 - b. grading and drainage
 - c. subsurface soil cells for trees and stormwater retention
3. Utilities, including new water, sewer and power
4. Site construction:
 - a. Concrete flatwork
 - b. Pavement (pavers, artificial turf)
 - c. Planters (concrete and metal)
 - d. Plants and irrigation
 - e. Fencing
5. Structures:
 - a. Restroom
 - b. Shade canopies
 - c. Stage
6. Electrical
 - a. Site lighting
 - b. Water tower illumination
7. Water tower restoration
 - a. Structural stabilizing
 - b. Recoating (painting)

8. Art and interpretive exhibits
 - a. Design and installation of public art and historic interpretation signage
9. Furnishings
 - a. Benches, bike racks, bollard, signage

Construction Readiness

The Public Works Campus breaks ground in June 2025 after 12 months of design. This project is led by the CM/CG team (MOCA/Method Design/Layton Construction) and supported by SSL staff in Facilities, Parks, Public Works, Engineering and Community Development.

Final construction cost estimates and construction schedule are due to the city from Layton Construction on June 30, 2025. A rough estimate for the plaza project was provided by the CMCG team at approximately 70% stage in March 2025 (attached). The city requests the opportunity to submit an updated estimate for greater accuracy. The estimate for the plaza is separate to keep funding sources and purposes distinct.

The public works campus project is broken into two major phases. First, Phase 1 north of Oakland Ave, starts July 2025, concludes July 2026. Phase 2 South of Oakland Ave, including water tower plaza, starts in summer 2026, and concludes in spring 2027. This project will begin upon award of grant funds, in Spring 2026. Construction is expected to take 15 months to complete, in tandem with the Public Works campus. Plaza funding will span 2 city fiscal years from July 1, 2025 to June 30, 2027 spending approximately \$1,000,000 in FY26, \$2,000,000 in FY27.

The Public Works Campus is funded by municipal bond of \$45,000,000, drawn specifically for the project. The Water Tower Plaza is allotted any available funding from this same source but is second in line for funding. It is an "Add Alternate" as the Campus takes funding precedent. Because of uncertainty with construction pricing and tariffs in 2025, costs and contingencies are rapidly fluctuating.

The water tower and plaza are an integral and visible project, and restoring the tower was a major selling point of the project. The city plans to fundraise and contribute from any available funds to complete this project, but there could be delays if funding is tight. If completed separate from the campus the price will increase. The city will also solicit private donations due the unique, high profile and importance to the community at large, but this amount is not known. A fundraising plan will be prepared by the new Arts Council Executive Director.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

Plaza facilities maintenance will be assigned to SSL Parks and Facilities. This park will likely require an additional 0.25 FTE to maintain at an estimated \$15,000 per year. The city anticipates hiring additional staff to support future downtown parks and urban forest.

For operations, programming the plaza will be a collaboration between the SSL Arts Council and SSL Redevelopment Agency. Funding will come from both entities and direction from each board. The needs and approach were guided by the Arts Council Strategic Plan, funded by TRCC in 2024. The Arts Council will utilize its expanded staff capacity to put resources toward regular programming in including Downtown and the Water Tower Neighborhood.

The Redevelopment Agency hired a new program manager six months ago, and they are tasked with growing and adding events, focusing on the Downtown and Creative Industry Zone. These events will boost business and continue driving development, increasing the RDAs budget and contribution to programs.

21. Provide project management information including key personnel and their experience.

This project is being delivered by a Construction Manager / General Contractor (CMCG) team that includes MOCA (Owners Representative), Method Studio (Architect), and Layton Construction

(Contractor).

MOCA Systems, led by Vice President Paul Ernst, brings decades of combined experience as a construction owners.

Method Studio, led by Rob Beishline, has industry-leading CMCG experience. They contracted G Brown Design, led by Mike Wonenberg, for landscape architecture services.

Layton Construction's team, including Estimator John Decker, provides expertise in CMCG bidding and execution. Layton brings 78 years of experience across a broad spectrum of construction expertise. They are the General Contractor for the construction phase as well.

SSL Project Management has been performed by Jonathan Weidenhamer, SSL Community and Economic Development. He draws on similar project management experience while at Park City (municipality).

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

Construction documents, dated April 25, 2025, are complete and available upon request. Because they are integrated into the larger public works campus package, the Water Tower Plaza portions are difficult to divide out. The Cover Sheet, Layout and other select pages are attached as evidence of the full set. In addition, illustrations and renderings are attached.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

The final construction cost estimate, by Layton Construction, will be delivered to the city on June 30. The draft cost estimate from March 3, 2025, by Layton Construction, is attached.

The contingency plan for cost overruns includes an appropriate contingency into the CM/CG package. Contingency planning and funding will be solidified after the June 30 final submittal date. The city is highly committed to this project and will reconsider funding options at that point.

24. Type of tourism promotion services

-answer not presented because of the answer to #13-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #13-

26. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #13-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also

Required?Attached Documents *



[Water Tower Plaza TRCC Budget](#)

available in Resources section above)

REQUIRED: ORGANIZATIONAL BUDGET:
Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget



[Budget-SSL Capital Fund FY26](#)
[Budget-SSL Capital Fund FY25 and FY 24](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Parks Plan support](#)
[Creative Industries Zone Plan](#)
[Arts Council Annual Report](#)
[Water Tower Neighborhood Plan Pages](#)
[Video-Story of South Salt Lake - Horton Water Tower](#)
[Social Media-Mayor Wood](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

[Mural Fest Map](#)
[Mural Fest Poster](#)
[Craftoberfest Poster w-Water Tower](#)
[Mural Fest Marketing Report](#)
[Craftoberfest Marketing Report](#)
[Mural Fest photos](#)

CONSULTING PROJECTS (REQUIRED):
Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Funding Approval Form](#)

CAPITAL PROJECTS (OPTIONAL):
Budget plan for future maintenance and operating expenses (Q20)

[Parks budget](#)
[Facilities Budget](#)
[Arts Council budget](#)

CAPITAL PROJECTS (OPTIONAL):
Architectural documents (may include site plan, space program, schematic design) (Q22)

[WT Plaza CDs-Selected Pages](#)
[Plaza Renderings](#)
[Photo-underside of water tower](#)
[Aerial View-Exising](#)

CAPITAL PROJECTS (REQUIRED):
Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Rough Cost Estimate Water Tower](#)

TOURISM PROMOTION (REQUIRED):
Detailed project budget

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 501843

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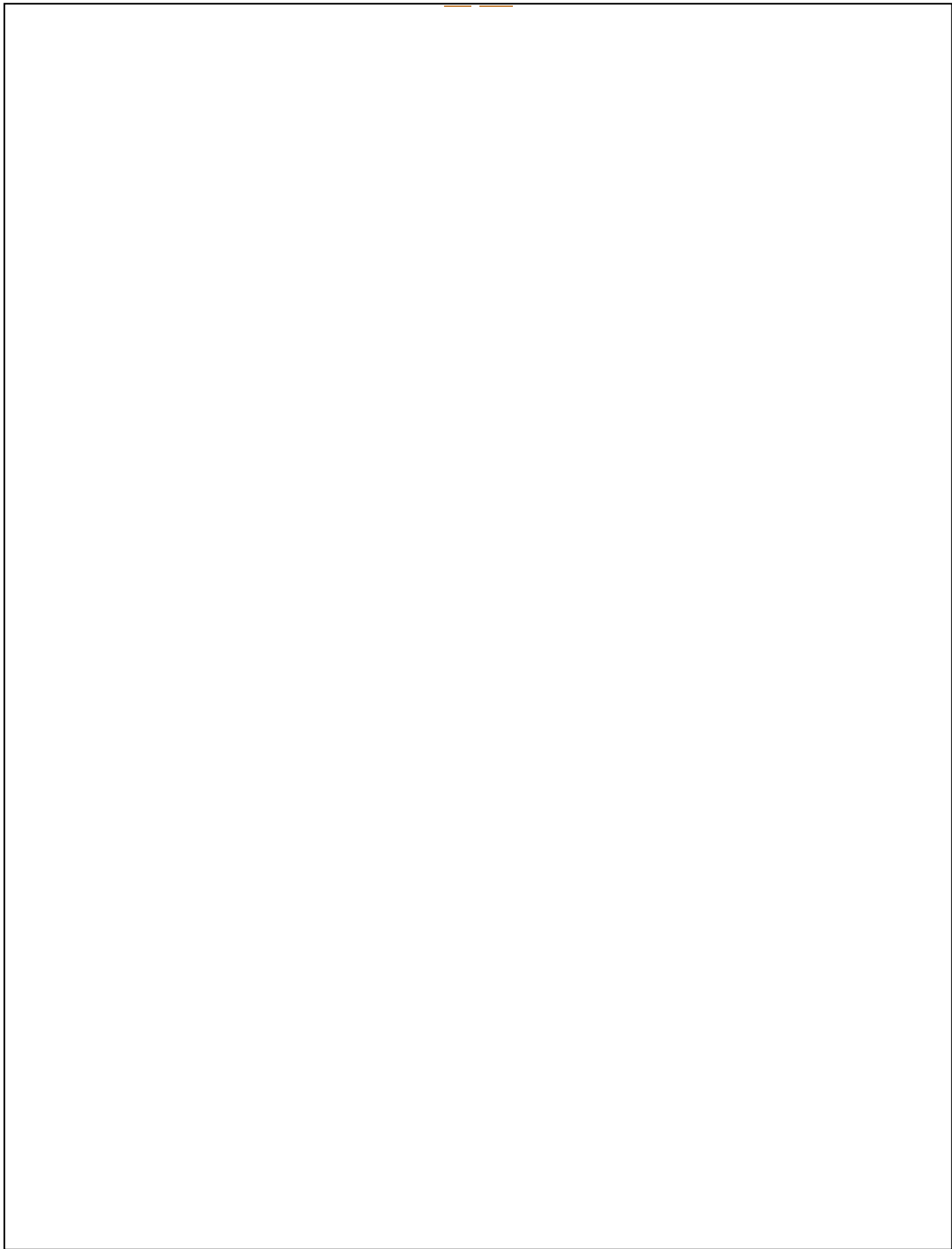


EXHIBIT B
Program Budget

TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$ 3,000,000	100.00%
Grant Match, Secured	\$ 2,000,000	66.67%
Other Funding Sources	\$ -	0.00%
TRCC Grant	\$ 1,000,000	33.33%
Projected Surplus/(Deficit)	\$ -	

Date: June 11, 2025

Project Name: Water Tower Plaza

Municipality / Organization: City of South Salt Lake

Contact Name: Sharen Hauri

Contact Email: shauri@sslc.gov
Project Budget:

Description	Projected Cost	Detail
Construction	\$ 2,000,000	Construction - Plaza
Construction	\$ 817,916	Construction - Water Tower Restoration
Contingency	\$ 182,084	6.5% owner contingency for final changes
Total Project Budget	\$ 3,000,000	

Project Funding Sources (Excluding TRCC):

Description	Secured	Unsecured	Total	Detail
Capital Reserve: Restricted	\$ 1,000,000		\$ 1,000,000	City committed funding in Public Works bond FY26
Capital Reserve: Restricted	\$ 1,000,000		\$ 1,000,000	City committed funding in Public Works bond FY27
Donation: Private			\$ -	TBD fundraising goal from Private sources
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Project Funding Sources	\$ 2,000,000	\$ -	\$ 2,000,000	

**South Salt Lake Public Works
Alternates Summary**



Trade	Selected Subcontractor	Alternate #1:Water Tower Upgrades	Alternate #2:Water Tower Plaza	Total for Plaza	
01.16	Final Cleaning	First Class Cleaning	-	-	
02.10	Surveying	Smith Elevations	-	2,065	
02.41	Demolition	Grant MacKay	-	-	
03.00	Concrete	Suntec Concrete	-	-	
04.00	Masonry	IMS Masonry	-	-	
05.00	Steel & Ornamental Metals	WOI	-	158,439	
05.70	Ornamental Metals	In Steel	-	-	
06.10	Rough Carpentry	No Scope	-	-	
06.40	Finish Carpentry	Artisan Millwork	-	-	
07.10	Waterproofing	Hooley Caulking	-	4,800	
07.20	Insulation	USI Superior	-	-	
07.40	Metal Panels	Western Building Group	-	171,633	
07.50	Roofing	Heritage Roofing L.C.	-	-	
07.81	Fireproofing	Spray-on Solutions	-	-	
08.10	Doors, Frames, & Hardware	Architectural Building Supply	-	-	
08.30	Overhead Doors	Miner/OH Door of Bountiful	-	-	
08.40	Glass & Glazing	NGI Glass	-	-	
08.50	Prefabricated Glass Walls	HB Build(Dirtt)	-	-	
09.20	Framing & Drywall	Jordan Enterprises	-	-	
09.30	Tile	Millcreek Tile & Stone	-	-	
09.50	Ceilings	Alpine Drywall & Floor Coverings	-	-	
09.60	Flooring	Wall2Wall Commercial Flooring	-	-	
09.63	Polish and Sealed Concrete	Professional Flooring and Design	-	-	
09.90	Painting	Cherry Coatings	-	133,596	
09.91	Water Tower Painting	Gateway Company of Utah	233,021	-	
10.00	Specialties	Midwest D-Vision	-	-	
10.10	Operable Partition	Alders	-	-	
10.14	Signage	Star Sign	-	22,795	
12.20	Window Coverings	Midwest D-Vision	-	-	
14.00	Elevators	TK Elevator Corp	-	-	
14.60	Cranes & Hoists	HOJ	-	-	
21.00	Fire Sprinklers	WASCO	-	-	
22.00	Mechanical	Rocky Mountain Mechanical	-	17,500	
26.00	Electrical	CME	141,409	99,027	
31.10	Earthwork & Utilities	Siri	-	36,025	
31.25	SWPPP	Acena SWPPP	-	2,711	
31.60	Helical Piers	Keller NA	-	-	
32.12	Asphalt	Morgan Asphalt	-	-	
32.13	Site Concrete	AK Masonry & Concrete	-	120,600	
32.14	Landscaping and Pavers	Stratton & Bratt	-	549,982	
32.31	Fence and Gates	Mountain States Fence	-	3,585	
32.32	Precast Fence	Olympus Precast	-	-	
32.33	Prefabricated Restroom	LB Foster	-	178,336	
Subtotal			\$ 374,430	\$ 1,501,093	\$ 1,875,523
General Conditions					
General Requirements					
Precon Fee					
Subcontractor Default Insurance			4,683	18,774	23,457
Contractor Contingency			8,144	32,650	40,794
General Liability			4,072	16,325	20,397
Builder's Risk BY OWNER					
Payment & Performance Bond for Layton			2,647	10,611	13,258
Weather Conditions Allowance					
Buyout/Escalation Contingency					
Contractor Fee			13,234	53,057	66,291
TOTAL			\$ 407,211	\$ 1,632,510	\$ 2,039,721

Tourism, Recreation, Culture, Convention ILA



S SOUTH SALT LAKE
DEPARTMENT OF
NEIGHBORHOODS

May 27, 2026

Salt Lake County TRCC

- Salt Lake County elected to impose a tax under the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act,) to support cultural and economic growth within its boundaries.

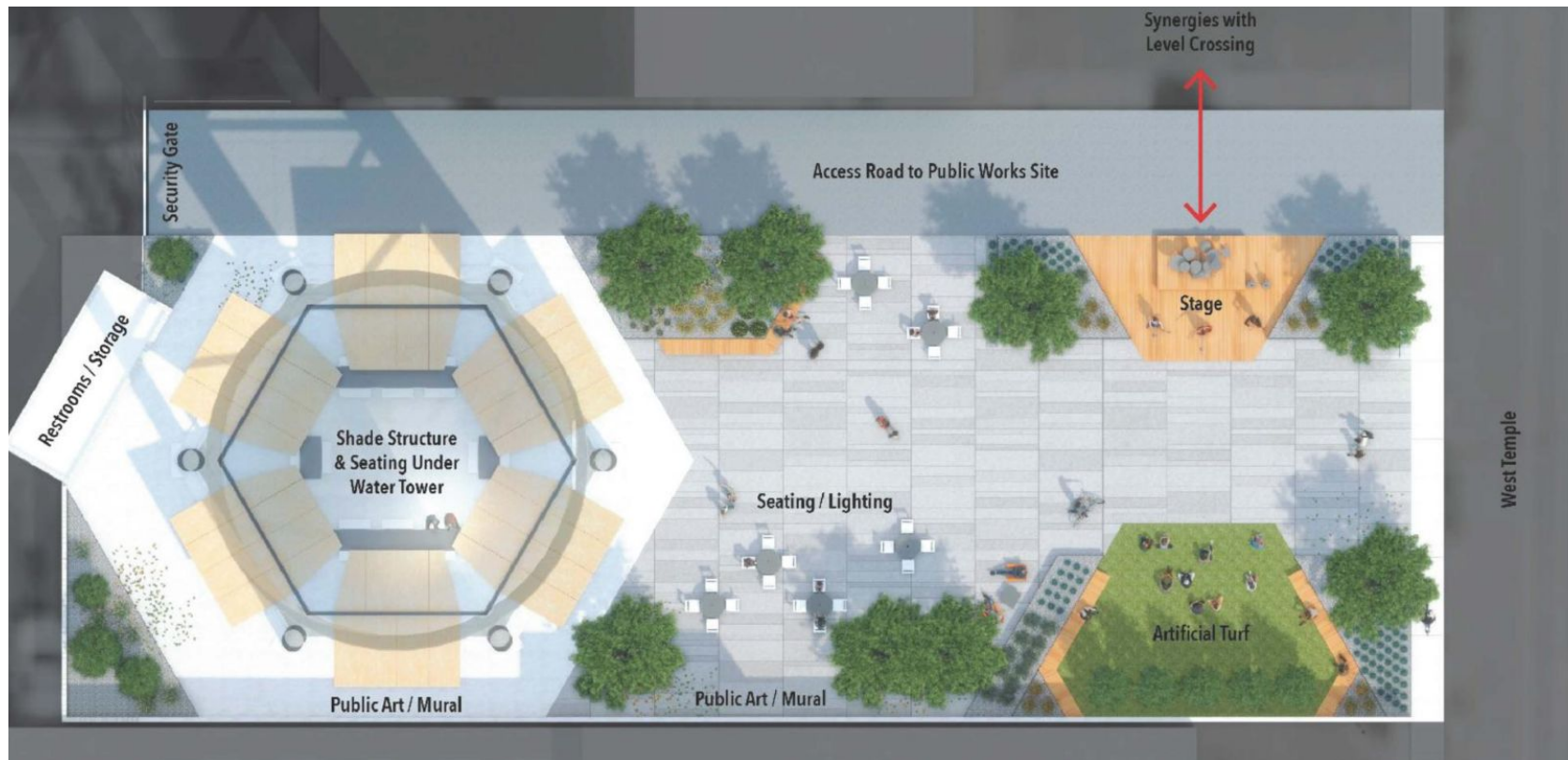
Revenue collected under this tax may be used for the development and maintenance of convention facilities, cultural facilities, recreation facilities, or tourism promotion.
- To this end, the Salt Lake County Tourism, Recreation, Culture, and Convention (TRCC) Support Program is designed to help eligible organizations develop relevant projects to meet the current and future needs of Salt Lake County's residents and visitors.
- Through this program, eligible organizations can apply for funding for consulting, capital, or tourism expenses.

Water Tower Plaza

- restoring and lighting the tower as a landmark
- building a plaza / green space under the tower
- enhancing the space with public art
- creating a special events space
- promoting the image of the water tower and the brand applied to Mural Fest and Craftoberfest

Water Tower Plaza

- Estimated Project Cost (2025): \$3,000,000
- Estimated Project Cost (2026): \$2,500,000



Funding and match

Grant pays up to 33% of total cost

- up to \$1,000,000 Salt Lake County (reimburse)
- up to \$2,000,000 South Salt Lake

Grant based on 2026 cost estimate = **\$825,000**

Final amount determined by final spending.

Timeline and Budget

- Designs complete summer 2026
- Construction complete summer 2027



Budget in FY 2027

City match from PW Bond & Parks Impact Fees

Council Action required

- Consider approving the Interlocal Agreement
- Terms as stated in the agreement, and the attached Grant Application
- Contract execution pending Council approval

RESOLUTION NO. R2026-____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING A COOPERATIVE AGREEMENT WITH THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS AND THE CITY OF SOUTH SALT LAKE REGARDING FUNDING FOR THE REMOVAL OF INVASIVE VEGETATION AND THE RESTORATION OF NATIVE VEGETATION ALONG THE JORDAN RIVER TRAIL.

WHEREAS, the Utah State Legislature allocated funding to the State of Utah, Division of Forestry, Fire and State Lands (the “FFSL”) to improve safety, recreation, conservation n capital improvement, boat launch, invasive species removal, habitat, and vegetation within the Jordan River Recreation Zone;

WHEREAS, the South Salt Lake (the “City”) applied for and requested funding for the removal of invasive vegetation and restoration of native vegetation along portions of the Jordan River trail located within South Salt Lake (the “Project”);

WHEREAS, the FFSL has approved the funding for the Project subject to the terms and conditions as outlined in Cooperative Agreement Between State of Utah, Division of Forestry, Fire and State Lands and City of South Salt Lake (the “Agreement”), attached as Exhibit A;

WHEREAS, the South Salt Lake City Council (the “Council”) met in regular session on May 27, 2026, to review and consider the Agreement and the terms and conditions of associated with the funding for the Project;

WHEREAS, the Council has considered the impact this Agreement and the resolution may have on family health, stability, and formation; and

WHEREAS, the Council has determined that it is in the best interests of its residents, business owners and visitors to approve entering into the Agreement as proposed.

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

(Signatures are on the following page.)

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

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Glad _____

Thomas _____

Bynum _____

Mitchell _____

Jones _____

deWolfe _____

Williams _____

ATTEST:

Ariel Andrus, City Recorder

Exhibit A

COOPERATIVE AGREEMENT WITH THE UTAH DIVISION OF FORESTRY, FIRE AND STATE
LANDS AND THE CITY OF SOUTH SALT LAKE

		State Contract # _____ Assigned by the Division of Finance or Purchasing
STATE OF UTAH CONTRACT COVER SHEET		
This contract is entered into as a result of:		
<input type="checkbox"/> The procurement process on Bid /RFP # _____		
<input type="checkbox"/> The procurement process on Requisition # _____ FY _____		
<input type="checkbox"/> Pre-approved sole source (approval attached) _____		
<input type="checkbox"/> Agency grant, land purchase, DAS-Purchasing delegation		
<input checked="" type="checkbox"/> Contract with other state agency or political subdivision		
<input type="checkbox"/> Under \$5,000 (total amount for contract period)		
<input type="checkbox"/> Agency exemption from DAS-purchasing approval LPD169		
<input type="checkbox"/> Revenue agreement		

1. Agency Name UTAH DEPARTMENT OF NATURAL RESOURCES/FORESTRY
FIRE, & STATE LANDS

Agency Code 560

2. General Purpose of Contract: Provide funding for the removal of invasive vegetation and restoration of native vegetation along the Jordan River

3. Contractor Name: City of South Salt Lake

4. Contract Period: Effective date Date of Last Signature Termination date 06/30/2026

5. Authorized Amount: \$ 45,000 (mm/dd/yy) (mm/dd/yy)

6. Vendor #43531CA

7. Commodity Code(s) : 99999

COMMENTS:

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**UTAH DEPARTMENT OF NATURAL RESOURCES, FORESTRY FIRE AND STATE LANDS
 CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT**

		LEGAL STATUS OF CONTRACTOR: LG <input checked="" type="checkbox"/> Federal, State or Local Government CU <input type="checkbox"/> College or University NP <input type="checkbox"/> Non-Profit Corporation CC <input type="checkbox"/> For-Profit Corporation OT <input type="checkbox"/> Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION: Division: <u>FORESTRY, FIRE, & STATE LANDS</u> Office: _____	NAME OF CONTRACT: _____ Name of Contractor: _____ Address: _____ _____ _____ DUNS # (if applicable) _____	

**APPROVAL AND REVIEW SIGNATURES
 UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY FIRE AND STATE
 LANDS**

APPROVAL AND REVIEW OF CONTRACT:

 Program Manager Date

 Area Manager Date

APPROVAL OF FUNDS AVAILABILITY:

 Financial Manager Date

CONTRACT PROVISIONS: (Select 1 or 2; select 3 if applicable)

- 1. Vendor Contract - Contractor provides goods or services.
 - Standard Terms and Conditions used as Attachment A in Contract.
 - Other approved provisions used as Attachment A in Contract.

- 2. Subrecipient Contract - Contractor carries out grant program.
 - Standard Terms and Conditions used as Attachment A in Contract *and* DNR Subaward Terms and Conditions used as additional attachment.
 - Other approved provisions used as additional attachment.

- 3. Digital Signature – This contract is appropriate to utilize scanned or faxed signatures considering the type of contract and dollar amount. The clause authorizing this use has been included in the scope of work or applicable attachment.

Source of Funds:

Contract Allocation Sheet											Total
							FFY26				
State/Federal Source	%	CFDA #	Fund	Agency	Unit	Appr Unit	Obj	Prog/Func	Amount	Phase	
			1000	560	1780	RDH	6137	FL2019JRR	\$45,000.00		
				560							
				560							
				560							
Totals									\$45,000.00		

CONTRACT SUMMARY PAGE - FOR DEPARTMENT USE ONLY - NOT PART OF CONTRACT

**COOPERATIVE AGREEMENT
BETWEEN
STATE OF UTAH, DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
CITY OF SOUTH SALT LAKE**

I INTRODUCTION

The State of Utah, Division of Forestry, Fire and State Lands, (“FFSL”), and the City of South Salt Lake, (“GRANTEE”), enter into this cooperative agreement, (“Agreement”), to provide funding for the removal of invasive vegetation and restoration of native vegetation along the Jordan River, as described Attachment B (the “Scope of Work”), (collectively the “Project”), adjacent to the Jordan River.

II PURPOSE

During the 2019 Legislative Session, the Utah State Legislature allocated on-going funding to FFSL to improve safety, recreation, conservation, capital improvement, boat launch, invasive species removal, habitat, and vegetation within the Jordan River Recreation Zone (which is generally defined as the area 250 yards on each side of the Jordan River between State Route 201 and 5400 South). GRANTEE submitted a proposal during the FY26 Jordan River Grant Program submission window and was awarded \$45,000 by the Jordan River Grant Review Committee which consisted of representatives from the Jordan River Commission and FFSL. The objective of the Project is to support the removal of invasive vegetation and restoration of native vegetation along the Jordan River (hereinafter referred to as the “Project”). GRANTEE has consistently and enthusiastically demonstrated their commitment to improving the Jordan River. Funding will be available to GRANTEE from the date of final signature of this Agreement until June 30th, 2026. More details regarding the Project are contained in the Scope of Work, attached hereto as Attachment B and incorporated herein by reference.

Attachments:

A: State Of Utah Standard Terms and Conditions for Services

B: Scope of Work

III RESPONSIBILITIES AND PROCEDURES

- a. FFSL shall:
 - i. Reimburse up to \$45,000 in Project funding to GRANTEE to be used between the date of last signature of this Agreement and June 30, 2026.
 - ii. Distribute Project funding on a reimbursement basis upon receipt of complete and accurate invoices from GRANTEE.
 - iii. Monitor and inspect the Project at a minimum of once prior to completion and once upon completion to ensure funding was expended as stated in this Agreement.

- iv. Review invoices submitted by GRANTEE for completeness and process timely payments pursuant to Paragraphs 23 and 24 of the State of Utah Standard Terms and Conditions, attached hereto.
 - v. Not be held responsible for damage or liability caused by the Project activities on or outside of sovereign lands.
- b. GRANTEE shall:
- i. Complete the Project as outlined in the Scope of Work by June 30th, 2026.
 - ii. Upon completion of the Project but before reimbursement occurs, file a final report with FFSL that details the extent to which GRANTEE fulfilled the grant's purpose and completed the deliverables for the Project as outlined in the Scope of Work.
 - iii. Advise FFSL of any proposed changes to the Scope of Work and the effects of the change. Changes to the Scope of Work must be agreed upon by FFSL before GRANTEE implements any of the proposed changes.
 - iv. Allow State auditors, and State agency staff, access to all records pertaining to this agreement for audit, inspection, and monitoring of services.
 - v. Maintain all records necessary to properly account for the expenses made for the costs authorized by this Agreement. These records must be maintained for at least six years after the agreement terminates, or until after all audits initiated within the six years have been completed, whichever is later.
 - vi. Submit detailed invoices showing work completed on specific initiatives no later than July 1st, 2026 showing dollar amount and FTE worked, rates, travel expenses, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this Agreement, if requested.
 - vii. Reimburse FFSL for all funds distributed to GRANTEE as of the date of the audit if an audit described in subsection III(b)(iv) above shows the grant funds were inappropriately used.
- c. FFSL and GRANTEE shall comply with the State of Utah Standard Terms and Conditions for Services, attached hereto as Attachment A, incorporated into this Agreement by reference.

IV TERMS OF AGREEMENT

This Agreement shall become effective on the date of the final signature by the Parties and shall remain in effect until June 30, 2026, at which time this Agreement will expire. This Agreement may be revised as necessary by mutual consent of the Parties and by the issuance of a written amendment, signed and dated by Parties. Either Party, providing it gives 30 days written advance notice, may terminate this Agreement. To the extent the terms listed above conflict with those in Attachment A, any ambiguity shall be resolved in favor of the terms contained in Attachment A.

**GRANTEE
(Authorized Representative)**

**Utah Division of Forestry, Fire and State Lands
(Finance Manager)**

Signature Date

Signature Date

**Utah Division of Forestry, Fire and State Lands
(Director)**

Signature Date

APPROVED AS TO FORM:

Utah Attorney General's Office

Signature Date

Division of Finance

Signature Date

Attachment A: Standard Terms and Conditions

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third

parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been

reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the

State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.

49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

Attachment B: Scope of Work



976 South 1500 East, Salt Lake City, UT 84105

Sharen Hauri
Director of Neighborhoods
City of South Salt Lake
South Salt Lake, UT

December 17, 2025

RE: Jordan River Oxbow Park Riparian Restoration Project – Winter 2025 to Summer 2026

Dear Sharen and Patrick,

McCulley Watershed Consulting Services appreciates the opportunity to present this proposed scope of work to assist you in transforming the riparian areas in the Jordan River Oxbow Jail Open Space towards a more desirable condition. This scope of work includes four main tasks including:

- Task 1 – River, Riparian, and Open Land Management Planning
- Task 2 – Site Assessment, Survey, and Base Mapping
- Task 3 – Revegetation and Mechanical Treatments and Oversight for other treatments
- Task 4 – Monitoring

A description of these tasks is included as Attachment A, a fee schedule is included as Attachment B, and a schedule as Attachment C. All tasks and products will be completed and finalized before June 30, 2026.

Thank you for this opportunity to help you plan and successfully implement the Jordan River Oxbow Open Space Restoration Project.

Kind Regards,

Eric McCulley, Owner and Principal Scientist
McCulley Watershed Consulting Services, LLC
Eric.McCulley@mwcs.ai
801-520-2505

Attachment A - Scope of Work

Oxbow Area Vegetation Treatment Project

A. Purpose, need, and objectives

The purpose of this project is to remove and replace vegetation along the Jordan River to create a healthier riparian and wetland regime and improving safety by increasing visibility. Salt Lake County addressed the urgent need in winter 2024-25 by removing the Russian olive grove that was impacting the ecosystem and preventing safe passage of recreation users and police officers. This started the County on the path to restoration, including limited tree planting and seeding in spring 2025. This scope covers the continued implementation of treatments and revegetation of native riparian plants and will result in a multi-year implementation and follow up plan to ensure success and maintenance.

The objectives are to:

- Create a naturally transparent vegetation regime that is safer for trail users and easier to patrol
- Remove non-native vegetation and replace with natives for net ecosystem benefit
- Create a plan for ongoing improvements and monitoring

B. Project Area

The affected lands are owned by Salt Lake County and the State of Utah.



2. BUDGET

ACTION	BUDGET	TIMELINE
Inventory / Map / Planning	11,840	Winter 2026
Chemical/Mechanical Treatment	10,144	Winter/Spring 2026
Revegetation – Plants [+fencing]	11,544	Winter/Spring 2026
Revegetation - Seed	4,000	Winter/Spring 2026
Monitoring	4,144	Spring/Summer 2026

TOTAL \$45,000

3. SCOPE

Task 1: River, Riparian, and Open Land Planning

Summary: Conduct evaluation of current conditions, historic actions, restoration priorities, and establish measurable ecological and recreational goals.

Deliverables:

- Stakeholder/landowner meetings
- Baseline ecological assessment technical memorandum
- Site prioritization matrix with recommended restoration locations
- Project scope definition document with clear objectives

Assumptions:

- Access to historical treatment data is available and will be provided
- City of South Salt Lake and Salt Lake County will provide access to previous restoration project documentation
- Initial stakeholder input has been incorporated into previous assessments and plans for restoration

Task 2: Site Assessment, Survey, and Base Mapping

Summary: Utilize trained Restoration and GIS Expert to inventory baseline vegetation and map the pre-project area. Photo monitoring points will be established and revisited to compare project progress. Mapping will help guide the vegetation management strategy on-site, as well as future restoration work. Maps will establish a baseline of all the vegetation to give a clear picture of the current conditions and to determine the most effective methods to accomplish project goals. This will set the plan for long-term management and action in the next 2-3 years.

Deliverables:

- Invasive species survey of project area with photo points on a map
- Map of existing vegetation and quality habitat areas
- Stakeholder/owner site visit in January 2026

Assumptions:

- Property access agreements are in place for survey work

Task 3: Revegetation implementation, mechanical treatments, and oversight on herbicide treatments

Summary: The project will use trained field crews to mechanically control undesirable trees such as Russian Olive and mow phragmites. Paid and volunteer crews will also install small “habitat patches” in areas disturbed by previous treatments. These habitat patches will be installed to allow for visual surveillance of the area and will be spaced apart to allow for visibility. Tree Utah and South Salt Lake have been jointly working on a native plant nursery, located at Tracy Aviary’s Pia Okwai Nature Center. This plant material can be made available for this project. Value match - \$2000. TreeUtah and Jordan River Commission/ Utah Division of Forestry Fire and State Lands will be engaged in a site activity to use volunteers to install and maintain many of the plants.

Deliverables:

- Approximately 2,000 containerized upland plants will be installed across treatment areas before May 2026
- Approximately 200 pounds of desirable grass, forb, and shrub seed will be distributed in disturbance areas
- Three [3] herbicide treatments will be completed by a subcontracted herbicide applicator

Assumptions:

- Property access has been secured from landowners and managers
- South Salt Lake will provide \$2,000 for plants as a match for the grant

Task 4: Monitoring

Initial photo point will be established and will need future funding to produce before/after images and results. This project funding will conclude before “after” monitoring can be done, so this step includes setting up the monitoring system and data collection methods to ensure it can be successfully completed in the future.

Deliverables:

- Map and GPS data on photo points
- Initial photo point files

Assumptions:

- South Salt Lake and Salt Lake County will provide photos of site prior to any work completed in 2024

4. CONTRACT BACKGROUND

This project is being led by South Salt Lake Neighborhoods Department in cooperation with Salt Lake County Parks. The effected lands are owned by Salt Lake County and Utah Forestry, Fire and State Lands (UFFSL). SSL City will lead efforts to establish permission and access to the properties. The City is contracting with FFSL to receive the grant funding to pay the contractor. This project can contract crews from Forestry, Fire and State Lands and also Utah Conservation Corps as needed, (cost varies). **Direct contacts for MWCS are Patrick Leary and Sharen Hauri.**

Attachment B

City of South Salt Lake							
Proposal for Riparian Restoration Assistance							
Client: Neighborhoods							
McCulley Watershed Consulting Services Fee Estimate						8-Dec-25	
Task	Description	Principal Scientist III	Principal Scientist II	Principal Scientist I	Technical Staff	Total Hours	Total Budget by Task
1.0	River, Riparian, and Open Land Management Planning		40			40	\$5,920
2.0	Site Assessment, Survey, and Base Mapping		40			40	\$5,920
3.0	Revegetation and Mechanical Treatment		24		40	64	\$7,472
4.0	Monitoring		28			28	\$4,144
	<i>Total Hours</i>		132		40	172	
	<i>Billing Rate</i>	\$198.00	\$148.00	\$128.00	\$98.00		
	<i>Total Labor Cost</i>		\$19,536		\$3,920		\$23,456
	<i>DIRECT EXPENSES</i>	<i># units</i>	<i>unit type</i>	<i>unit cost</i>			
	<i>Plants</i>	2,000	container	\$5	\$10,000		
	<i>Seeds</i>	200	lbs	\$20	\$4,000		
	<i>Herbicide Treatments</i>	3	ls	\$2,000	\$6,000		
	<i>Equipment/fence/materials</i>	1	ls	\$1,544	\$1,544		
							\$21,544
	<i>Project Total</i>						\$45,000

Attachment C – Schedule

	Action	Led By	Date	Deadline to complete
1	State - SSL Contract	Sharen Hauri, Patrick Leary	January	1/15/2026
2	MCSI-SSL Contract	Sharen/Patrick	January	1/15/2026
3	Secure access and approval for groundwork	Sharen/Patrick	January	1/15/2026
4	Provide Photos	Sharen/Patrick	January	1/15/2026
5	Site Survey - Winter	Eric McCulley	Jan-Feb	3/1/2025
6	Phragmites herbicide treatment 1	Jens Ammon	Apr	4/15/2026
7	Phragmites Mowing 1	Jens Ammon	May	5/15/2026
8	Draft Plan and Maps Version 1	Eric McCulley	Feb	2/10/2026
9	Comments on Draft Plan and Maps V1	Sharen/Patrick	Feb	2/20/2026
10	Order plants [for MWCS install round 1]	Eric McCulley	Feb	2/20/2026
11	Install MWCS plants [round 1]	Eric McCulley	Mar	3/15/2026
12	Seeding early spring [round 1]	Eric McCulley	Mar	3/15/2026
13	Planting event 1 [TreeUtah gets plants]	Amy May	Apr	4/21/2026
14	Order plants [for MWCS install round 2]	Eric McCulley	Apr	5/1/2026
15	Install MWCS plants [round 2]	Eric McCulley	Apr	5/1/2026
16	Seeding early spring [round 2]	Eric McCulley	Apr	5/1/2026
17	Draft Plan Version 2	Eric McCulley	May	5/15/2026
18	Comments on Draft V2	Sharen/Patrick	May	5/30/2026
19	Final Plan and Maps	Eric McCulley	June	6/10/2026
20	Final plan approval	Sharen/Patrick	June	6/20/2026
21	Final closeout - contract/billing	Sharen/Patrick	June	6/21/2026

Jordan River Oxbow Restoration Cooperative Agreement

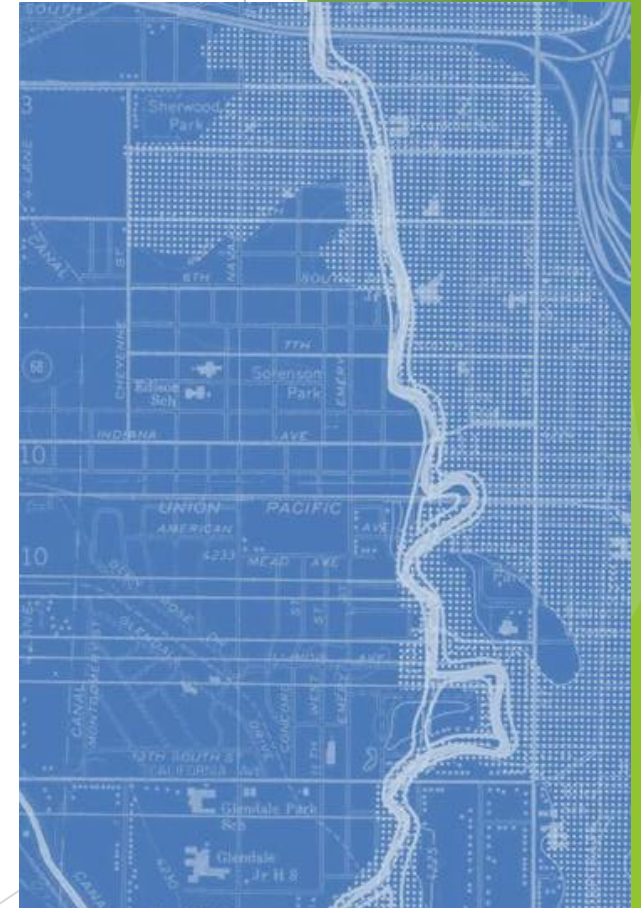


May 27, 2026



Jordan River Recreation Zone

- In 2019, the Utah State Legislature allocated ongoing funding to Utah Forestry, Fire and State Lands to improve safety, recreation, conservation, capital improvement, boat launch, invasive species removal, habitat and vegetation along the Jordan River within the “Recreation Zone”.
- The “Recreation Zone” is defined as 250 yards on each side of the Jordan River between State Route 201 and 5400 South.
- This project was selected by a committee consisting of the Jordan River Commission and Forestry, Fire and State Lands representatives.



Jordan River Oxbow project

Purpose:

- Removal of invasive vegetation and restoration of native vegetation along the Jordan River

Additional benefits:

- Enhancing safety and visibility
- Cleaning up troubled area - camps, garbage
- Increasing use and stewardship of this area



Jordan River Oxbow Project



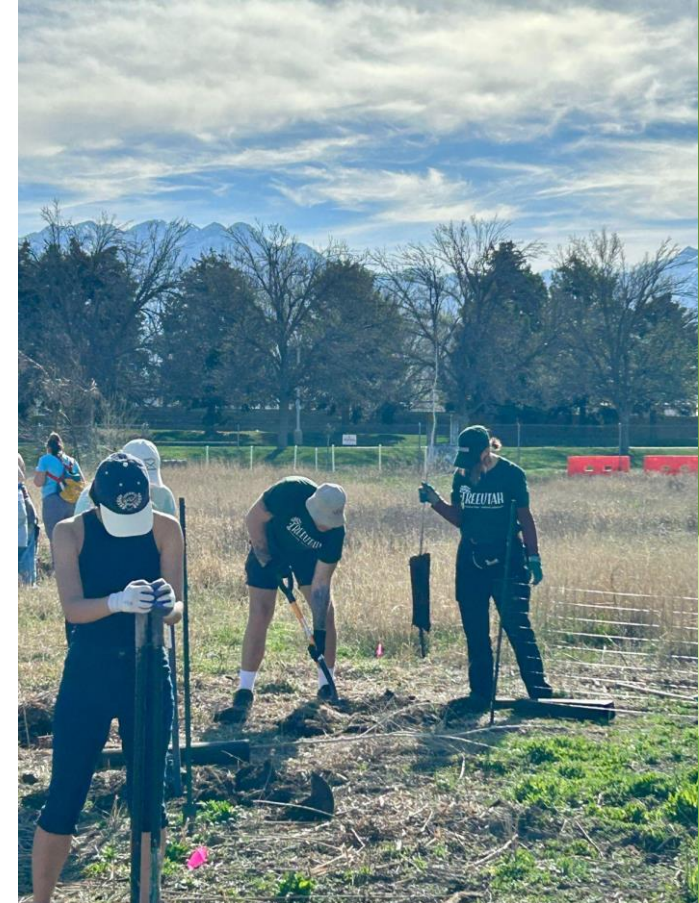
Planning, Partners, Possibilities



Funding

Grant pays 100% of total cost

- Project Expense: \$45,000
- Grant Revenue: \$45,000
- Cost to City: \$ 0



Council Action required

- Council needs to adopt the resolution approving Cooperative Agreement.
- Terms as stated in the agreement, and the attached Grant Application.
- Contract execution pending Council approval.

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTIONS 5.04.180, 17.04.030, AND 17.05.040 OF THE SOUTH SALT LAKE MUNICIPAL CODE TO ESTABLISH A RESTAURANT-ONLY LIQUOR LICENSE CATEGORY AND ALIGN CITY PROXIMITY REQUIREMENTS FOR ALCOHOL-RELATED USES WITH THE DEPARTMENT OF ALCOHOLIC BEVERAGE SERVICES MEASUREMENT STANDARDS.

WHEREAS, the South Salt Lake City Council (“City Council”) is authorized to enact and amend ordinances governing the City of South Salt Lake (“City”), including ordinances regulating business licensing and land use within the City; and

WHEREAS, the City Council previously established four liquor license categories in Title 5 of the South Salt Lake Municipal Code (“City Code”) and capped three liquor license categories based on city population; and

WHEREAS, restaurant liquor licenses are grouped with recreational beer, banquet, catering, and manufacturing licenses, and capped at a ratio of one license per 800 residents, and the City is near capacity for this category; and

WHEREAS, Title 17 of City Code requires proximity for alcohol-related uses to be measured from the nearest property line, while the Department of Alcoholic Beverage Services (“DABS”) utilizes a “shortest route of ordinary pedestrian travel” standard; and,

WHEREAS, City Staff recommends changes to streamline the business licensing process by removing redundant regulatory hurdles and aligning the City measurement standards with DABS standards, thereby supporting a diverse and resilient local economy as envisioned in the General Plan and reducing ambiguity for business license applicants; and

WHEREAS, the amendments to Title 17 of City Code are technical updates to measurement methodology and do not alter the underlying zoning requirements for distances to residential districts or homeless shelters; and

WHEREAS, the City has considered the impact this ordinance may have on family health, stability, and formation; and

WHEREAS, on March 25, 2026, the City Council held a work meeting to discuss amending Title 5 of City Code to create a standalone, uncapped license category for restaurants and Title 17 of City Code to align proximity requirements, recognizing that such uses are strictly regulated by DABS; and

WHEREAS, on May 7, 2026, the Planning Commission held a duly noticed public hearing, pursuant to Utah Code Ann. § 10-9a-503 and South Salt Lake Municipal Code § 17.11.160, and the public had an opportunity to comment on the proposed amendments Title 17 of City Code; and

WHEREAS, on May 7, 2026, the Planning Commission unanimously found that the proposed amendments to Title 17 of City Code are consistent with the goals and objectives of the City's General Plan and are in the best interest of the City and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council met in a regular session on May 27, 2026, to review, among other things, the proposed amendments to Title 5 and Title 17 of City Code, the Planning Commission's recommendation, and the objections, if any, forwarded to the City Council's review and finds that the proposed amendments are beneficial to the City, its residents, business owners, and visitors; and

WHEREAS, the City Council hereby determines that the amendments to Title 5 and Title 17 of the South Salt Lake Municipal Code align with the City's interests in promoting prosperity, economic and orderly growth, and improving the comfort, convenience, and aesthetics of the City.

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

SECTION I. Enactment. The City of South Salt Lake Municipal Code Title 5 *Business Licensing*, Section 5.04.180, and Title 17 *Land Use and Development*, Sections 17.04.030 and 17.05.040, are hereby amended as outlined in Exhibit A.

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

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

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

(Signatures appear on the next page; remainder of page intentionally left blank.)

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	_____
Glad	_____
Jones	_____
Mitchell	_____
Thomas	_____
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:

5.04.180 City alcoholic beverage license caps.

The City shall limit its issuance of City alcoholic beverage licenses to the following license types in the amounts indicated below:

- A. Off-Premise Beer and Package Agency. The total number of City alcoholic beverage licenses issued for a corresponding state Department of Alcoholic Beverage ~~Control Services~~ Off-Premise Beer license or sublicense or Package Agency shall not exceed a ratio of one City alcoholic beverage license per 400 individuals of City population;
- B. Banquet and Catering, Beer Recreational, ~~Restaurant (Beer Only), Restaurant (Limited Service), Restaurant (Full Service),~~ and Manufacturing (Brewery, Winery, & Distillery). The total number of City alcoholic beverage licenses issued for a corresponding state Department of Alcoholic Beverage ~~Control Services~~ Banquet and Catering, Beer Recreational, ~~Restaurant (Beer Only), Restaurant (Limited Service), or Restaurant (Full Service)~~ or Manufacturing (Brewery, Winery, & Distillery) license or sublicense shall not exceed a ratio of one City alcoholic beverage license per 800 individuals of City population; and
- C. Bar Establishment and Tavern. The total number of City alcoholic beverage licenses issued for a corresponding state Department of Alcoholic Beverage ~~Control Services~~ Bar Establishment or Tavern license or sublicense shall not exceed a ratio of one City alcoholic beverage license per 3,000 individuals of City population, except that an additional five City alcoholic beverage licenses may be allowed in excess of the quota if they are issued in the Downtown District.
- D. ~~Restaurant (Beer Only), Restaurant (Limited Service), and Restaurant (Full Service). The number of City-issued alcoholic beverage licenses for the corresponding state Department of Alcoholic Beverage Services Restaurant (Beer Only), Restaurant (Limited Service), and Restaurant (Full Service) shall be administered in conjunction with Utah Code 32B-6. A license for Restaurant (Beer Only), Restaurant (Limited Service), and Restaurant (Full Service), shall be issued so long as the licensee maintains the food-to-alcohol ratios required by their specific state license type and all other requirements established by law. The total number of City alcoholic beverage licenses for a state Department of Alcoholic Beverage Services Restaurant (Beer Only), Restaurant (Limited Service), and Restaurant (Full Service) shall not be limited by population or other means.~~

For purposes of this Section, population shall be determined by the most recent United States decennial or special census.

(Ord. No. 2020-02, § II(Exh. A), 1-8-2020; Ord. No. 2022-19, § 1(Exh. A), 10-26-2022)

...

17.04.030 Permitted Uses with Specific Standards.

The Uses listed below require compliance with the following standards in addition to any other applicable requirements of this Code.

- A. Alcoholic Beverage Uses. All Alcoholic Beverage Uses designated as "P"—Permitted Uses—in the Title 17 Land-Use Matrix are subject to the following restrictions:
 1. Alcoholic Beverage, Banquet and Catering; Alcoholic Beverage, Beer Recreational; Alcoholic Beverage, Hotel; Alcoholic Beverage, Off-Premise Beer; Alcoholic Beverage, Package Agency; Alcoholic Beverage, Restaurant (Beer Only, Limited Service, and Full Service); and Alcoholic Beverage, Special Use (Educational, Scientific, and Industrial/Manufacturing) Uses may not be located (a) any closer to a residential district than six hundred (600) feet, ~~as measured at the~~

~~closest Property Lines. as measured by the shortest route of ordinary pedestrian travel~~, (b) any closer to a community location than permitted under section 32B-1-202 of the Utah Code, as amended, (c) nor any closer to a Homeless Shelter than two thousand six hundred forty (2,640) feet, ~~as measured at the closest Property Lines. as measured by the shortest route of ordinary pedestrian travel.~~

2. Such Uses shall incorporate plenary operational and management practices, including the use of properly licensed, bonded, and insured security personnel, as warranted, to prevent and mitigate adverse on-premises and offsite behavioral and safety impacts.
3. Such Uses shall maintain throughout all areas of the subject premises during all business hours a minimum of one (1) candle power light measured at a level five (5) feet above the floor.

...

17.05.040 Conditional Uses with Specific Standards.

The Conditional Uses listed below require compliance with their corresponding specific standards in addition to any other applicable requirements of this Code, including the General Conditional Use standards in Section 17.05.020 and applicable Chapter 17.04 requirements.

- A. Adult Daycare. An Adult Daycare Use shall not include any overnight Residential Use and shall not be located within two thousand six hundred forty (2,640) feet of any Homeless Shelter Use. The distance shall be measured at the closest Property Lines.
- B. Alcoholic Beverage Uses. All Alcoholic Beverage Uses designated as "C"—Conditional Uses—in the Title 17 Land-Use Matrix are subject to the following, additional standards:
 1. Alcoholic Beverage, Bar Establishment; Alcoholic Beverage, Beer Wholesaler; Alcoholic Beverage, Liquor Warehouse; Alcoholic Beverage, Manufacturer; Alcoholic Beverage, Tavern; and Alcoholic Beverage, State Liquor Store Uses also may not be located (a) any closer to a residential district than six hundred (600) feet, ~~as measured at the closest Property Lines. as measured by the shortest route of ordinary pedestrian travel~~, (b) any closer to a community location than permitted under section 32B-1-202 of the Utah Code, as amended, (c) nor any closer to a Homeless Shelter than two thousand six hundred forty (2,640) feet, ~~as measured at the closest Property Lines. as measured by the shortest route of ordinary pedestrian travel.~~
 2. All such Uses shall incorporate plenary operational and management practices, including the use of properly licensed, bonded, and insured security personnel, to prevent and mitigate adverse on-premises and offsite behavioral and safety impacts.
 3. All such Uses shall maintain throughout all areas of the subject premises during all business hours a minimum of one candle power light measured at a level five feet above the floor.

...

Liquor License Amendments



City Council
May 27, 2026

LICENSE TYPES & CAPS IN TITLE 5

Off-Premise Beer Package Agency

- 67 Licenses
(27 issued)
- 1 per 400 people

Bar Tavern

- 9 Licenses +5 Downtown
(8 issued; 4 in Downtown)
- 1 per 3,000 people

Special Use

- No Limit

Banquet/Catering
Manufacturing (Beer, Wine Distillery)
Beer Recreational

Restaurant (Beer Only)

Restaurant (Limited Service)

Restaurant (Full Service)

- 33 Licenses
(31 issued; 1 in review)
- 1 per 800 People

} 24 issued



PROPOSAL

Establish New Category:

- Restaurant (Beer Only)
- Restaurant (Limited Service)
- Restaurant (Full Service)

Align with DABS 30/70 rule

- No additional enforcement from City Staff
- No cap on restaurant licenses

Maintain existing caps and categories

Update proximity language in Title 17 to “as measured by the shortest route of ordinary pedestrian travel”



OVERVIEW OF PROPOSED AMMENDMENTS

CODE SECTIONS	HIGHLIGHT OF CHANGES
<p>Amending Section 5.04.180 City Alcoholic Beverage License Caps</p>	<ul style="list-style-type: none"> • Changes all instances of “Department of Alcoholic Beverage Control” to “Department of Alcoholic Beverage Services”. • Removes Restaurant (Beer Only), Restaurant (Limited Service), & Restaurant (Full Service) from the 1-per-800 resident cap and establishes a standalone Restaurant-only license type. • Establishes administration of restaurant liquor licenses in conjunction with Utah Code Chapter 32B-6, which regulates DABS licenses under the food-to-alcohol ratio requirement.
<p>Amending Section 17.04.030 Permitted Uses with Specific Standards</p>	<ul style="list-style-type: none"> • Replaces the phrase “as measured at the closest Property Lines” with “as measured by the shortest route of ordinary pedestrian travel” as the standard for measuring proximity requirements for alcohol-related Permitted Uses.
<p>Amending Section 17.05.040 Conditional Uses with Specific Standards</p>	<ul style="list-style-type: none"> • Replaces the phrase “as measured at the closest Property Lines” with “as measured by the shortest route of ordinary pedestrian travel” as the standard for measuring proximity requirements for alcohol-related Conditional Uses.



PROPOSED UPDATES IN TITLE 17

1. Standardized Methodology
 - Transition to the DABS standard of “shortest pedestrian route.”
 - Accounts for physical barriers (e.g., fences, transit corridors).
2. No Regulatory Expansion
 - Land use regulations and Land Use Matrix remain unchanged.
 - Permitted and Conditional designations remain as established.
3. Maintained Buffer Requirements
 - 600 feet from residential districts.
 - 2,650 feet (1/2 mile) from homeless shelters.
4. Benefits
 - Ensures a predictable, consistent environment for business owners.
 - Preserves the City’s long-term land use vision and safety standards.



GENERAL PLAN GOALS

ECONOMIC DEVELOPMENT

Goal 1: Resilience & Diversity – Encourages new businesses providing a diverse market.

Goal 2: Business-Friendly Environment – Eliminates redundant city level quotas already regulated by the State and streamlines the licensing process.

LAND USE & NEIGHBORHOODS

Goal 1: Vibrant Urban Community – Restaurants create vibrancy for a growing city.

Goal 4: Regulatory Clarity – Measurement standards that align with the DABS are predictable.



RECOMMENDATION

Staff recommends the City Council consider adopting an ordinance amending Section 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the Department of Alcoholic Beverage Services measurement standards.





**SOUTH
SALT LAKE**
CITY COUNCIL STAFF REPORT

MEETING DATE: May 27, 2026
PROJECT NUMBER: OA26-0003
REQUEST: An ordinance of the South Salt Lake City Council amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and align City proximity requirements for alcohol-related Uses with the Department of Alcoholic Beverage Services measurement standards.
APPLICANT: South Salt Lake
TYPE OF ITEM: Legislative – Ordinance Amendment
AUTHOR: Spencer Cawley, Senior Planner

SUMMARY

On March 25, 2026, the City Council held a work meeting and discussed proposed amendments to Title 5 – Business Licensing (liquor license caps for restaurants) and Title 17 – Land Use and Development (proximity requirement clarifications) ([Staff Presentation](#), p. 69; [Meeting Minutes](#)).

Currently, Title 5 groups all City-issued liquor licenses for restaurants, recreational beer, banquet/catering, and manufacturing under a single category. This category is capped at 33 total licenses based on a ratio of one license per 800 residents.¹ Of these 33 licenses, 24 are currently held by restaurants. As of this report, 32 licenses have been issued, with one application under review and two additional applications on a waitlist.

To address the cap of available licenses and streamline the licensing process, this amendment proposes to:

1. **Title 5 (Business Licensing)** – Establish a standalone license type for restaurants with no proposed cap. This change acknowledges that because DABS regulates restaurant-level alcohol sales, a local cap creates a redundant regulatory hurdle. Most importantly, this change will not require additional City enforcement or staff time.
2. **Title 17 (Land Use and Development)** – Amend the measurement methodology for alcohol-related uses. The current code requires measuring from the nearest property line to regulate proximity requirements. The amendment proposes to align with DABS standards, measuring by the “shortest route of ordinary pedestrian travel.”

On May 7, 20206, the Planning Commission reviewed these proposed amendments and forwarded a recommendation of approval for the changes in Title 17 ([Staff Report](#), p. 36; [Meeting Video](#)).

RECOMMENDATION

Staff recommends that the City Council consider adopting an ordinance amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the Department of Alcoholic Beverage Services (DABS) measurement standards.

¹ [§5.04.180](#) – City Alcoholic Beverage Caps

REASON FOR REVIEW

§ 2.08.060 Powers and Duties.

The City Council has the power to pass resolutions and ordinances concerning matters such as Zoning and building regulations.

The Planning Commission is the recommending body for amendments to Land Use ordinances.

§ 17.11.030 Land use authority designations.

Pursuant to state law, the following administrative land use authority designations are made:

- A. Planning Commission.** The planning commission is the land use authority on issues of: subdivision and subdivision plat approval, vacating, altering or amending a Subdivision Plat; Conditional Use Permit Applications; design review for Building Heights as established in this Title; design review for projects on Parcels where any portion of the Parcel abuts any residential district; and the issuance of a Building or demolition permit in a Historic and Landmark district.

ANALYSIS

I. GENERAL PLAN CONSIDERATIONS

The [South Salt Lake General Plan 2040](#) was adopted in 2021 and directs the development and growth of the City through goals and strategies that support the City's community and economic values. The proposed amendments to Titles 5 and 17 are supported by the following goals of the General Plan:

Economic Development Goal 1.

Create a diverse and resilient local economy.

Analysis: The proposed amendment to Title 5 removes the restaurant liquor license cap, which currently sits at a near-capacity level. By eliminating this cap, the City ensures that the local economy can continue to grow and diversify without being hindered by a quota. This supports the entry of new dining establishments that are critical to a resilient economy.

Economic Development Goal 2.

Make South Salt Lake the best place to do business in the Salt Lake Valley.

Analysis: This amendment streamlines the business licensing process by removing a redundant city-level cap for restaurants, which are already regulated by DABS. By reducing these administrative hurdles and aligning local requirements with State law, the City is actively making South Salt Lake a more attractive and competitive environment for business owners.

Land Use & Neighborhoods Goal 1

Promote land use patterns that are consistent with the City's vision for a vibrant, urban community.

Analysis: Restaurants are essential to the "vibrant, urban community" vision described in the General Plan. Separating restaurant licenses from recreational beer, banquet/catering, and manufacturing allows the City to encourage dining-related land uses. Furthermore, changing the proximity measurements to "shortest route of

ordinary pedestrian travel” in Title 17 reflects how people move within an urban environment.

Land Use & Neighborhoods Goal 4

Ensure that land use regulations are clear, consistent, and easy to navigate.

Analysis: The current discrepancy between City and DABS measurement methods creates confusion for applicants. Many applicants have researched the DABS website before applying and assume that the City’s regulations are the same. By adopting the DABS standard in Title 17, the City ensures its regulations are clear and consistent with State law. This alignment provides a predictable standard for business owners.

II. PROPOSED UPDATES TO TITLE 5 AND TITLE 17.

As outlined in the Summary Section, the primary objective of these amendments is to align alcohol licensing standards with DABS standards regarding alcohol license types and the method of measuring proximity.

The following table provides a summary of the proposed amendments:

CODE SECTIONS	HIGHLIGHT OF CHANGES
<p>Amending Section 5.04.180 City Alcoholic Beverage License Caps</p>	<ul style="list-style-type: none"> • Changes all instances of “Department of Alcoholic Beverage Control” to “Department of Alcoholic Beverage Services”. • Removes Restaurant (Beer Only), Restaurant (Limited Service), & Restaurant (Full Service) from the 1-per-800 resident cap and establishes a standalone Restaurant-only license type. • Establishes administration of restaurant liquor licenses in conjunction with Utah Code Chapter 32B-6, which regulates DABS licenses under the food-to-alcohol ratio requirement.
<p>Amending Section 17.04.030 Permitted Uses with Specific Standards</p>	<ul style="list-style-type: none"> • Replaces the phrase “as measured at the closest Property Lines” with “as measured by the shortest route of ordinary pedestrian travel” as the standard for measuring proximity requirements for alcohol-related Permitted Uses.
<p>Amending Section 17.05.040 Conditional Uses with Specific Standards</p>	<ul style="list-style-type: none"> • Replaces the phrase “as measured at the closest Property Lines” with “as measured by the shortest route of ordinary pedestrian travel” as the standard for measuring proximity requirements for alcohol-related Conditional Uses.

III. ZONING TOOLS

The proposed amendments are a technical update to the measurement methodology for proximity and do not alter the underlying land use regulations currently in place.

- The existing minimum separation requirements for Alcoholic Beverage Uses remain unchanged. Specifically, the 600-foot buffer from residential districts and the 2,650-foot (one-half mile) buffer from Homeless Shelters remain the standard.
- Moving from a “property line to property line” measurement to the “shortest route of ordinary pedestrian travel” provides a more accurate reflection of how alcohol-related Uses

interact with the community. This standard accounts for actual pedestrian barriers, such as fences, buildings, or major transit corridors, that the straight-line measurement ignores.

- These amendments do not recommend any changes to the Land Use Matrix. The zoning districts where Alcoholic Beverage Uses are currently designated as Permitted or Conditional remain unchanged, ensuring that the City's established land use vision is preserved.
- By maintaining these proximity distances while adopting the DABS measurement method, the City provides a predictable, clear, and consistent regulatory environment for business owners without compromising community safety standards.

STAFF RECOMMENDATION

Staff recommends that the City Council consider adopting an ordinance amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the Department of Alcoholic Beverage Services measurement standards.

CITY COUNCIL OPTIONS

Option 1: Approval

Move to approve the ordinance amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the DABS measurement standards.

Option 2: Denial

Move to deny the ordinance amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the DABS measurement standards.

Option 3: Continuance

Move to table the decision on the ordinance amending Sections 5.04.180, 17.04.030, and 17.05.040 of the South Salt Lake Municipal Code to establish a restaurant-only liquor license category and to align City proximity requirements for alcohol-related Uses with the DABS measurement standards.

EXHIBITS

- A. Redlined Ordinance Amendment

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTION 3.11.100 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO SET THE RATE FOR THE TRANSPORTATION UTILITY FEES.

WHEREAS, the South Salt Lake City Council (the “City Council”) is authorized to enact and amend ordinances establishing regulations related to the health, safety, and welfare of the residents of the City of South Salt Lake (the “City”); and

WHEREAS, the City engaged a consultant to conduct a study of the City’s streets in order to determine the current status of the streets throughout the city and to determine how to provide sufficient revenue to continue to maintain the City’s streets, develop proportional and cost-based rates that reflect customer and system characteristics, and reflect prudent financial planning criteria including funding renewal and replacement needs; and

WHEREAS, the City’s consultant studied key issues such as how to adequately fund annual operating expenses and provide sufficient annual renewal and replacement funding; and

WHEREAS, the City’s consultant reviewed and analyzed the key issues using accepted responsible methodology; and

WHEREAS, on June 11, 2025, the City’s consultant presented the results of the study to the Council; and

WHEREAS, on July 9, 2025, the Council considered the results of the study and the City’s needs in a work meeting and in its regular meeting; and

WHEREAS, on January 14, 2026, the Council met in regular meeting and amended the TUF Code by adding a definition for non-profit organizations and exempting those organizations from the TUF; and

WHEREAS, the City Council desires to further amend the TUF Code to assess the Transportation Utility Fee against Residential properties; and

WHEREAS, at a regularly scheduled council meeting held on April 29, 2026, the council announced that a public hearing would be held on May 13, 2026; and

WHEREAS, a duly noticed public hearing was held on May 13, 2026, consistent with the requirements of Utah HB 425 (2026); and

WHEREAS, in addition to discussing the addition of Residential users to the TUF at that public hearing, the Council *also* discussed *reducing* the fee for all Office, Retail/Commercial, and Industrial Users as shown in Exhibit A; and

WHEREAS, the City Council hereby determines that amending section 3.11.100 of the South Salt Lake Municipal Code to amend the transportation utility fees as shown in “Exhibit A,” which is attached hereto and incorporated by this reference, is in the best interest of the health, safety, and welfare of the residents of South Salt Lake City.

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

SECTION 1. Enactment. Section 3.11.100 is hereby amended, as attached hereto and incorporated by reference in “Exhibit A.”

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.

[signatures appear on next page; remainder of page intentionally left blank]

DATED this _____ day of _____, 2026.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Jones	_____
Thomas	_____
Bynum	_____
Mitchell	_____
Glad	_____
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

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING CHAPTER 12.30 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE UPDATING DEFINITIONS AND MAKING TECHNICAL CHANGES.

WHEREAS, the South Salt Lake City Council (the “City Council”) is authorized to enact and amend ordinances establishing regulations related to the health, safety, and welfare of the residents of the City of South Salt Lake (the “City”); and

WHEREAS, the City engaged a consultant to conduct a study of the City’s streets in order to determine the current condition of the streets throughout the city and to determine how to provide sufficient revenue to continue to maintain the City’s streets, develop proportional and cost-based rates that reflect customer and system characteristics, and reflect prudent financial planning criteria including funding renewal and replacement needs; and

WHEREAS, the City’s consultant studied key issues such as how to adequately fund annual operating expenses and provide sufficient annual maintenance, renewal and replacement funding; and

WHEREAS, deferred maintenance of the City’s streets and related facilities ultimately results in increased maintenance, renewal, and replacement costs; and

WHEREAS, the City’s consultant reviewed and analyzed the key issues using accepted responsible methodology; and

WHEREAS, on June 11, 2025, the City’s consultant presented the results of the study to the Council; and

WHEREAS, on July 9, 2025, the Council adopted the code enacting a Transportation Utility Fee (TUF) in its regular meeting; and

WHEREAS, on January 14, 2026, the Council met in regular meeting and amended the TUF Code by adding a definition for non-profit organizations and exempting those organizations from the TUF; and

WHEREAS, the City Council desires to further amend the TUF Code to assess the Transportation Utility Fee against Residential properties; and

WHEREAS, at a regularly scheduled council meeting held on April 29, 2026, the council announced that a public hearing would be held on May 13, 2026; and

WHEREAS, a duly noticed public hearing was held on May 13, 2026, consistent with the requirements of Utah HB 425 (2026); and

WHEREAS, the City Council finds that amending the TUF code is in the best interests of the City.

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

SECTION 1. Enactment. Chapter 12.30 is hereby amended, as attached hereto and incorporated by reference in “Exhibit A.”

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.

[signatures appear on next page; remainder of page intentionally left blank]

DATED this _____ day of _____, 2026.

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:

12.30 - Transportation Utility

Sections:

12.30.010 - Policy and purpose.

The City has determined and hereby declares that the use of the city's streets and related facilities benefits and services all property within the incorporated limits of the City of South Salt Lake and that the public necessity to provide maintenance, upkeep, improvement, and repair of the City's streets and related facilities within the rights-of-way protects the health, safety, and welfare of the city and its residents, businesses, and visitors by reducing hazards to life and property and by reducing undesirable street, right-of-way, or other easement conditions through regular maintenance.

12.30.020 - Definitions.

For purposes of this Chapter the following definitions apply:

"Base rate" means the standard transportation utility user's fee set forth in the consolidated fee schedule for the City of South Salt Lake.

"City" means the City of South Salt Lake.

"Council" means City of South Salt Lake Council.

"Customer" or "person" means any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; the state or its departments, institutions, bureaus, agencies; county; city; political subdivision; or any other governmental or legal entity recognized by law.

"Dwelling Unit" means a single unit that provides living space for one or more people. One Dwelling Unit is the standard measure of an Equivalent residential unit.

"Equivalent residential unit" or "ERU" for purposes of the Transportation utility fee means the standard trip ends for a dwelling unit adjusted for axel weight.

"Industrial" means use of a Parcel, Lot, or Building or a portion thereof for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing operations including manufacturing, processing, generation, or storage of hazardous and non-hazardous materials.

"Multi-family residential" means a residential building or buildings sharing a common Owner and containing more than one Dwelling Unit.

"Non-profit organization" means an entity that is organized and operated exclusively for charitable, educational, religious, scientific, literary, veterans, or social welfare that is recognized as tax exempt by the Internal Revenue Service, and that does not distribute income or profits to its members, directors, or officers. This definition specifically includes organizations qualified under sections 501(c)(3), 501(c)(4), and 501(c)(19) of the Internal Revenue Code.

"Office" means a Building, or portion thereof containing housing firms or organizations and offices and facilities for professional services to individuals and businesses and where a majority of client contact occurs at the office including, but not limited to, advertising, accounting, architecture, law, insurance, real estate, investment, engineering, medical, dental, or psychiatric services, and computer services.

"Owner" has the same meaning as that term is defined in Title 4 of this Code, or successor provision.

"Place of worship" has the same meaning as that term is defined in Title 17 of this Code, or successor provision.

“Residential user” means an owner or resident of a residential dwelling unit.

“Retail/Commercial” means the sale of goods or services directly to the consumer, that generates point-of-sale sales tax revenues for South Salt Lake City.

"Single-family residential" means any one parcel of land containing no more than one single-family dwelling unit.

“Street” or “Streets” means any street, avenue, boulevard, road, lane, parkway, viaduct, alley, or other way for the movement of vehicular traffic, or a street or way shown upon a plat, heretofore approved, pursuant to law or approved by official action; and includes the land between street lines, whether improved or unimproved, and may comprise pavement shoulders, gutters, parking areas, and other areas within the rights-of-way.

"Transportation utility fund" means the fund created by this ordinance to receive Transportation utility user fees and operate, maintain, repair, and improve the city's streets, rights-of-way and related facilities.

"Transportation utility" means the utility created by this chapter which operates, maintains, regulates, and improves streets and related facilities within the city.

"Transportation utility user fee" means the fee(s) calculated pursuant to this chapter and codified in the City of South Salt Lake Consolidated Fee Schedule, Title 3, Chapter 11.

12.30.030 Transportation utility.

- A. Creation. There is hereby created and established a Transportation utility operated by the City and funded by a service fee rate structure.
- B. Enterprise Fund. There is hereby established a Transportation utility enterprise fund ("Transportation utility fund") to record all revenue, expenses, asset, and liability information as well as other financial transactions related to the Transportation utility. All fees and other revenue collected in accordance with this ordinance shall be recorded into the Transportation utility fund accounts and shall be used exclusively for the Transportation utility. All revenue and expenses and other financial information shall be reported as prescribed by the State of Utah's Uniform Fiscal Procedures Act for Utah Cities, or its successor provisions.
- C. Administration. The Public Works Director of the City shall administer and enforce this Transportation utility ordinance and all regulations and procedures adopted relating to the design, construction, maintenance, operation, and alteration of the streets and associated facilities unless otherwise designated by the Mayor.

12.30.040 Transportation utility user fee.

- A. Fee Imposed. All users of City utilities not expressly exempted by this Chapter shall pay the Transportation utility fee as established herein.
- B. Base Rate. The council, by ordinance or resolution, shall establish, and periodically adjust, the base rate for the Transportation utility to ensure adequate revenues to fund the costs of street maintenance and management. The base rate shall be set forth in the City of South Salt Lake Consolidated Fee Schedule, available at Title 3, Chapter 11.
- C. Amount of Charge. The Transportation utility user fee rate imposed shall be established based on the intensity of use as shown by a study commissioned by the City and overseen by the Public Works Director. The Public Works Director shall present the findings of the study to the Council who will then establish the rate by ordinance in the City of South Salt Lake Consolidated Fee Schedule, Title 3, Chapter 11.
- D. Property Owners Responsible for Charges. The property owner of record is responsible for the Transportation utility user fee and retains all obligations for payment of those fees.
- E. Exemptions. Transportation utility fees shall not be assessed by the City against the following:
 - 1. Places of Worship;

2. ~~Residential Users~~; or

~~3.~~ Non-profit organizations.

- F. Policies. The city may adopt policies and rules to assist in applying, administering, and interpreting any other provisions related to the Transportation utility.
- G. Appeals. Any person or property owner who is aggrieved by the provisions of this chapter, or the application and calculation of the service charge to their property may appeal to the City pursuant to Section 13.74.090 and Title 2.22 of the South Salt Lake City Code.

12.30.050 Billing and collection.

- A. The City shall bill users of City utilities for the Transportation utility user fee via a separate line item on existing utility bills or a separate invoice, consistent with the procedures set forth in Section 13.74.04 of the South Salt Lake City Code. Charges and fees shall be considered delinquent if not paid as determined by rules, policies, and procedures established by the City. Such delinquent fees shall be subject to recovery, with any assessed delinquent charges and fees, by civil action or otherwise pursuant to Section 13.74.040(H).
- B. Alternative Billing Arrangement. Owners may assign the payment of the Transportation utility user fee to non-owners by signing an "alternate billing agreement" with the City.

12.30.060 Annual report.

The City's Public Works Director shall develop an annual report on the Transportation utility, to be made available to the Council and Transportation utility Customers each year by the first Council meeting in October. This report shall summarize the financial activities of the utility and the major areas of expenditure, activities, accomplishments, and the upcoming year's priorities.

12.30.070 Severability.

If any section of this chapter is determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state legislative, regulatory, or administrative action, such section shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section.

Subject: Transportation Utility Fee (TUF) - Ordinance Amendment

Author: Jenny Diersen and Jonathan Weidenhamer

Department: Community & Economic Development

Date: May 27, 2026

This report includes:

- Exhibit A – May 13, 2026 City Council Presentation; Hales Methodology Memo
- Exhibit B – Staff responses and analysis to Questions and comments from May 13, 2026 Council meeting, that aren't addressed in the following report.

Recommendation:

The City Council should hold a public hearing at this meeting to adopt an updated TUF ordinance that amends definitions in Chapter 12.30 and 3.11.100 of the City's fee schedule to recognize:

1. Reduction of the TUF budget to \$4.3M (deferring maintenance costs/scope reduction). Staff would like City Council to consider increasing the budget to the actual costs of \$7M.
2. Charging residential owners of \$1.71/month/unit starting July 1, 2026.
3. Inclusion of an annual Producer Price Index (PPI) increase.

Background:

Investing in proactive road maintenance is more cost-effective than deferring care. Routine treatments such as slurry seals, crack seals, and minor overlays require significantly less capital than the complete reconstruction necessitated by long term neglect. SSL does not receive enough state and federal funds to cover all costs and must use general fund dollars to cover the roads capital budget, otherwise we must defer maintenance costs, reduce other levels of service, or find other revenue sources (such as a property tax increase).

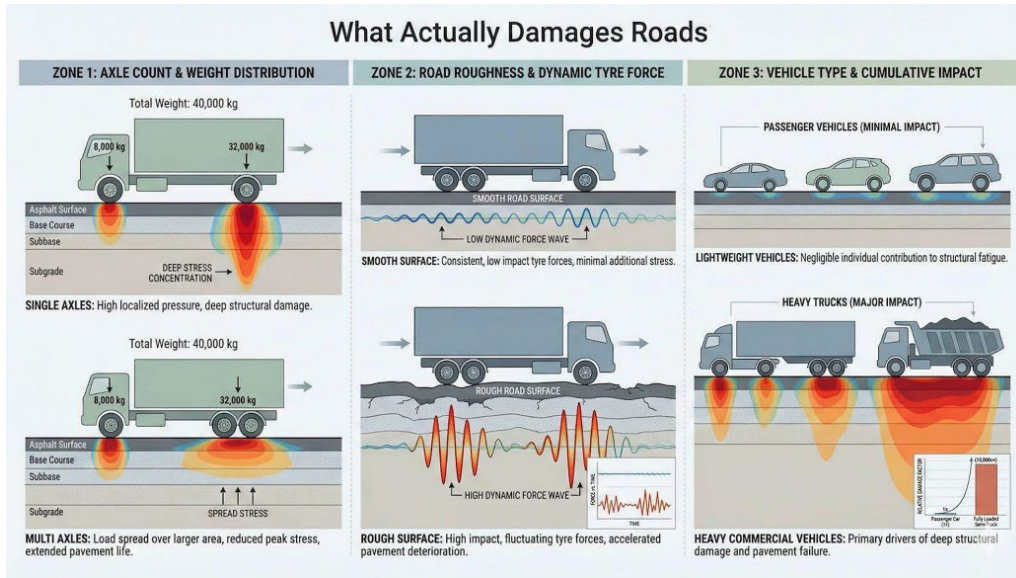
This is not a challenge unique to SSL. Since 2016, TUFs have been implemented in cities and counties across Utah including Pleasant Grove, Provo, Kaysville, South Ogden, Highland, Mapleton, Pleasant View, South Weber, Fruit Heights, and Farmington. Vineyard, Washington City, and Duchesne County are all implementing a TUF this year. In 2022/23 the State Supreme court ruled that the creation of a TUF was a legal way to help cover road costs so long as there is a strong nexus between the fee charged and the (user) impact on the roadways. In 2026 the Legislature applied additional parameters to local TUF's through HB 475.

TUF Adoption:

On [July 23, 2025](#), the SSL Council adopted the current TUF with a \$6.6 M budget. The methodology was based on Hales Traffic Engineers allocation of future road costs to specific users based upon their respective impact to the transportation system using a equalized axel load or ESAL value (Exhibit A, EFG & Hales Memo,6/23/25). More specifically:

1. Our consultant, EFG, worked with Hales to analyze the impact (land) uses have on roads by the measurement of Equivalent Single Axle Load (ESAL). There are five types of trucks and one for passenger vehicles.

- Traffic volumes and trip types were acquired using the Wasatch Front Regional Council's 2050 travel demand model (Ex. A/[WFRC Link](#)).
- Volumes were compared to ESAL values per land use types to determine total impact.
- Trucks accounted for roughly 1/3 of the total trips but created most of the damage. Passenger Vehicles have a negligible cumulative impact.



- To ease the administrative burden, four use categories were established that combine land use types (residential, office, retail/commercial, industrial). Industrial Use creates 67% of the impact, Retail/Commercial 23%; and Residential and Office, 5% each.
- Using trip volumes and average ESAL values, the utility fee is calculated for land uses, then multiplied by trips/ESAL/amount.

Commonly Voiced Concerns/Responses:

Concern: The 15-year roads plan is mostly residential streets.

Response:

- Of the 69 identified street projects in the city's adopted road plan, 47 (68%) improve streets that provide access to licensed businesses.
- These 69 streets represent 85% of the projected costs of the 15 -year roads plan.
- While we have a higher quantity of residential streets, the commercial corridors and arterials are wider and longer and require saving money over multiple years to complete.
- The commercial corridors and arterial collectors are estimated at \$15.4M in the first 4 years, and a total of \$25M total over 15 years. This represents 46% of the total \$54M budget.

SSL CIP: Commercial Arterial & Collector Improvements (2025 - 2029)		
Street	Scope	Budget
700 West (33rd - 39th)	Reconstruct	\$3,700,000
Burton Ave (Main - W. Temple)	Reconstruct	\$1,100,000
300 West (33rd - 39th)	Reconstruct	\$7,500,000
600 West (21st - 33rd)	Mill & Overlay	\$1,500,000
800 West (24th - 26th)	Reconstruct	\$1,600,000
Further out within 15 year plan		
Main Street (21st - 33rd)	Mill & Overlay	\$2,100,000
West Temple (33rd 0 39th)	Mill & Overlay	\$7,500,000
	Subtotal	\$25,000,000
	Total 15 year CIP Budget	\$54,451,000
Commercial Arterial & Collectors: % of 15 year budget		46%

Concern: Establishing more granular use categories or split fees will create more equity.

Response: This would require additional staff, therefore, we recommend keeping the current methodology with a reduced budget and a commitment to prioritizing existing resources to support the administrative appeal process.

Concern: How did we get to the current \$6.6M Budget?

Response: South Salt Lake (SSL) has a 15-year capital road plan that identifies an annual cost of \$9.7M to maintain, repair, and replace every SSL-controlled road. We receive, on average, \$1M in Class C Road Funds (state gas tax) and \$1.7M in County Highway taxes, leaving an annual deficit of \$7M. During preliminary discussions with the City Council, the budget was reduced by \$358,236 to exempt residents from paying their proportional share, leaving a \$6.6 million budget.

User Type	Current TUF (\$6.6M)		
	Current Monthly Fee/DU or KSF	\$9.7M Budget (minus State&County \$) = \$7M	Current Adopted Fee (\$6.6M)
Residential	\$2.79	\$358,236	\$0
Office	\$11.07	\$341,606	\$341,606
Commercial/Retail	\$21.66	\$1,641,750	\$1,641,750
Industrial	\$25.87	\$4,658,230	\$4,658,230
Total TUF Revenue		\$6,999,822	\$6,641,586

Current Recommendation

Council will be asked tonight to reduce the overall budget to \$4.3M by:

1. Adding a \$1.71/month fee to each residential unit; and
2. Deferring \$2.3 M of annual maintenance by reducing scope:

User Type	Current TUF (\$6.6M)			Updated TUF w/ 35% Discount (\$4.3 M)		
	Current Monthly Fee/DU or KSF	\$9.7M Budget (minus State&County \$) = \$7M	Current Adopted Fee (\$6.6M)	Total ERUs	Monthly Fee/DU or KSF	Recommended Annual Fee
Residential	\$2.79	\$358,236	\$0	10,700	\$1.71	\$220,169
Office	\$11.07	\$341,606	\$341,606	10,198	\$6.80	\$209,844
Commercial/Retail	\$21.66	\$1,641,750	\$1,641,750	49,012	\$13.30	\$1,008,503
Industrial	\$25.87	\$4,658,230	\$4,658,230	139,066	\$15.89	\$2,861,484
Total TUF Revenue		\$6,999,822	\$6,641,586			\$4,300,000

Doing so will generate \$220,169 from residents and discount non-residential fees by 35% per user.

How often will the TUF be updated/increased?

The State requires an update once every 10 years, but to keep up with annual inflationary costs, at minimum, staff recommends including a [Producer Price Index \(PPI\)](#) inflator to automatically adjust the budget annually. A PPI is a more accurate way to predict inflation on construction costs than a traditional Consumer Price Index (CPI). This is because the PPI tracks wholesale price changes for materials and services at the producer level acting as a leading indicator of inflation before it affects project bids. During the timeframe of 2024-2026, PPI moderated to the 2-4% range, with a 4.0% increase reported for the 12 months ended March 2026.

Alternatives

City Council asked staff to consider additional options including additional, more unique User categories, expanding fees to residential users, a flat fee, and a split fee approach. After diligent review and consideration of alternatives, the current recommendation is to:

- Reduce cost per user by 39%, from \$6.6M to \$4.3M. While Council can have up to a \$6.9M budget, the reduction to \$4.3M was arrived at by deferring maintenance costs.
- Assess residential users, \$1.71/month per dwelling unit starting July 1, 2026. Of our 10,700 residential units, there are 4,637 multifamily users in projects with over 50 units (58%). 4,637 units x \$12/ year = \$55,644.
- Lastly, add a PPI inflator to automatically adjust the budget to cover inflation costs.

User Type	Updated TUF w/ 35% Discount (\$4.3 M)		
	Total ERUs	Monthly Fee/DU or KSF	Recommended Annual Fee
Residential	10,700	\$1.71	\$220,169
Office	10,198	\$6.80	\$209,844
Commercial/Retail	49,012	\$13.30	\$1,008,503
Industrial	139,066	\$15.89	\$2,861,484
Total TUF Revenue			\$4,300,000

Exhibits

A – 5/13/26 EFG Presentation; Hales Methodology Memo

B – Staff response/Analysis to questions from the May 13, 2026, City Council Meeting

Exhibit A - 5/13/26 City Council

TRANSPORTATION
UTILITY FEE
UPDATE

South Salt Lake
City, Utah

May 13, 2026

Recommendation

Hold a Public Hearing and consider updates to the TUF Ordinance in Sections 12.30 and 3.11.100 of the Code that:

- 1) Reduces the TUF budget to \$4.3M, deferring maintenance costs;
- 2) Charges all residential units \$1.71/month;
- 3) Includes an annual inflator.

Background

- 1. TUF Approval:** On July 23, 2025, City Council received a presentation from the consultant on the methodology and budget. Council adopted the TUF fee with a \$6.6M budget; exempting residents and places of worship.
- 2. TUF Amendment:** On January 14, 2026: Council amended the ordinance to exempt non-profits, which resulted in approximately \$20K reduced revenue). *Clarification: These costs are not passed on to the business community; the City chose to actively subsidize these exemptions.
- 3. Deferred Implementation :** The City delayed implementing TUF until February 2026. Each month left approximately \$550,000 unapplied while we organized the administration of the fee.
- 4. Outreach Efforts:** Utility bill inserts describing the TUF were included in **July 2025**, and a direct-mail postcard/insert was sent in **February 2026 and again in May 2026** . The City also created a webpage with comprehensive information.
- 5. Feedback:** We've received over 150 points of contact.

Commonly Voiced Concerns

1. The 15-year plan is mostly residential streets

- a) Of the 69 identified projects, 47 (68%) improve streets that provide access to licensed businesses which = 85% of the projected costs.
- b) In the 15-year CIP included in the ordinance, there are \$15.4M commercial streets in the first 4 years, and \$25M total planned (46%).

SSL CIP: Commercial Arterial & Collector Improvements (2025 - 2029)		
Street	Scope	Budget
700 West (33rd - 39th)	Reconstruct	\$3,700,000
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Further out within 15 year plan		
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West Temple (33rd 0 39th)	Mill & Overlay	\$7,500,000
	Subtotal	\$25,000,000
	Total 15 year CIP Budget	\$54,451,000
	Commercial Arterial & Collectors: % of 15 year budget	46%

2. Establish More Granular Categories – The administration of either of the following would be a heavy lift. Should Council be willing to keep the fee at the \$6.6 M level, we’d be open to the additional staff time needed.

- a) Split fee – Based on Use Types, i.e. a building has 40% office and 60% warehouse = TUF
- b) Additional Categories – Create additional sub-categories within the User Types.

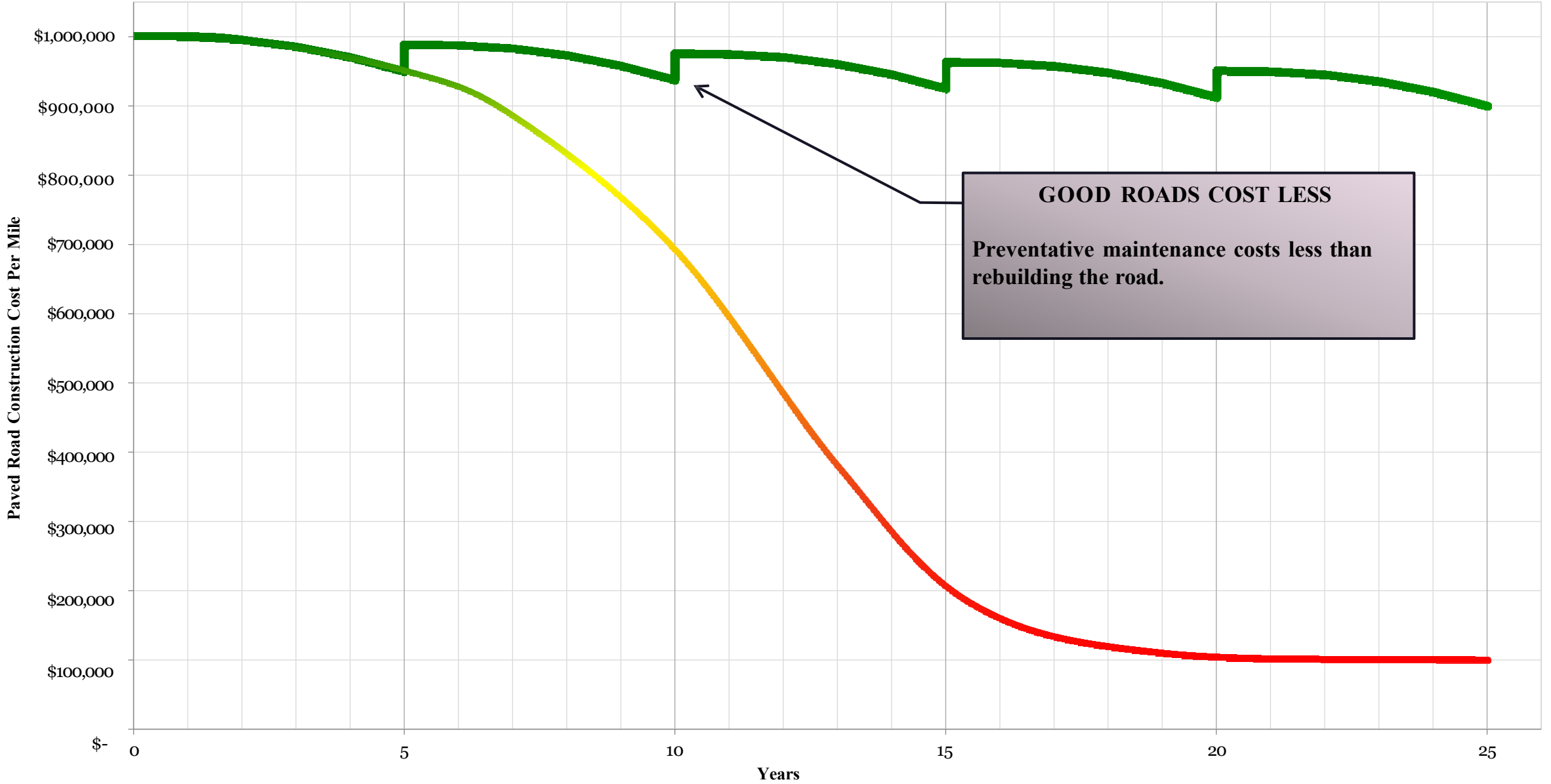
3. What Standard are we maintaining the roads to? - Roadway Asset Services, LLC (RAS) performed a pavement condition assessment in 2023. A Pavement Condition Index (PCI) was determined following the American Society for Testing Materials (ASTM) D6433-11 “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.”

Pavement Condition Index (PCI) Range	Condition Description	Total Area (yd2)	Total Distance (Centerline Miles)	Percent of Network Miles
86 - 100	Good	652,939	25.01	37.2%
71 - 85	Satisfactory	609,626	28.44	42.3%
56 - 70	Fair	184,376	8.82	13.1%
41 - 55	Poor	49,041	2.38	3.5%
26-40	Very Poor	27,134	1.56	2.3%
11-25	Serious	16,753	0.91	1.4%
0-10	Failed	2,418	0.14	0.2%
Total of Rated Segments		1,523,116	67.26	100.0%

Policy Questions (preview)

1. **Budget Reduction** - Is the City Council supportive of reducing the budget 35% from \$6.6M to \$4.3M? Doing so will defer maintenance costs.
2. **Resident Fees** - Does Council want to apply the fee to all residential units?
3. **Year over year inflator** - Is Council supportive of including a year over year inflationary increase?
4. **Nonprofit/Places of Worship Exemption** - Is City Council still supportive of exempting these? There are approximately 7 nonprofits and 9 places of worship. These would be classified as office uses if they are not exempted.

Remaining Road Value Over Time



METHODOLOGY

Operating Costs

Capital Projects

Financial Metrics

Other Revenue Sources

Revenue Requirement

- How to Collect the Fee

METHODOLOGY (CURRENT FEE)

Operating Costs (\$3.5M)

Capital Projects (\$6.5m)

Financial Metrics (\$3.5m
Reserves)

Other Revenue Sources
(\$3m)

Revenue Requirement (\$7m)

- How to Collect the Fee

METHODOLOGY (PROPOSED FEE)

- Deferred expenses

Operating Costs (\$2.3m)*

Capital Projects (\$6.5m)

Financial Metrics (\$2.3m
Reserves)

Other Revenue Sources
(\$4.5m)

Revenue Requirement (\$4.3m)

- How to Collect the Fee

**BILLING
METHODOLOGY
OPTIONS**

Flat fee per account

Based on Daily Trips

Based on Weighted
Trips (selected option)

BILLING METHODOLOGY OPTIONS

- Flat fee is not equitable
- Daily trips do not capture true impact to roadways

Flat fee per account 

Based on Daily Trips 

Based on Weighted Trips (selected option) 

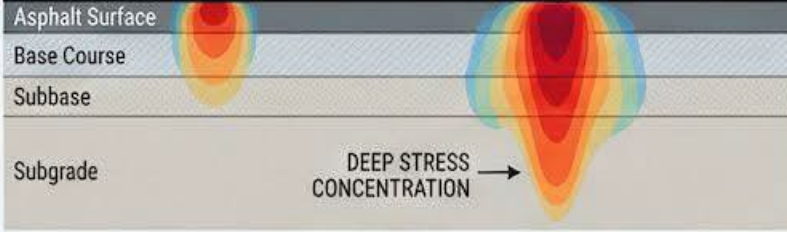
SUMMARY OF HB425

- Conduct a study
 - Links the fee to the benefit or impact on users
 - Put study on your website
 - Revenue cannot supplant current general fund revenues for transportation
 - Cannot comingle any other funds but the fee revenue
- Hold a public hearing
- Approve via ordinance
 - Separate from budget adoption
 - Include an appeal provision
- Ensure you have a transportation fund
- Conduct an annual review and submit to the State Auditor
 - Balance in the fund
 - Current fee
 - Validate the continuing need for the fee
 - Validate that the fee fairly allocates fee to benefit
- Fee expires every 10 years. One idea is to adopt it every year so that 10 years is never an issue.

What Actually Damages Roads

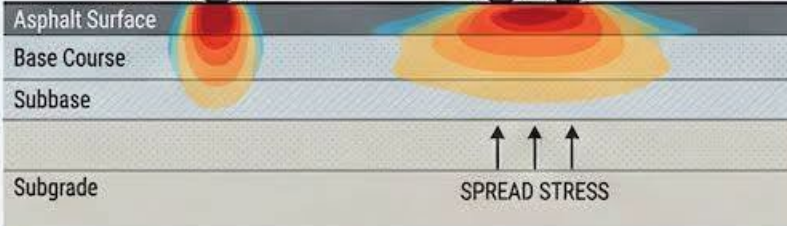
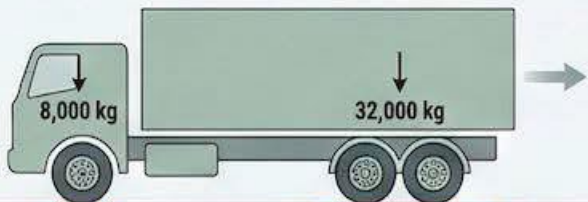
ZONE 1: AXLE COUNT & WEIGHT DISTRIBUTION

Total Weight: 40,000 kg



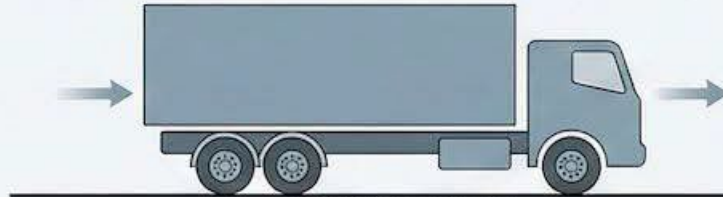
SINGLE AXLES: High localized pressure, deep structural damage.

Total Weight: 40,000 kg

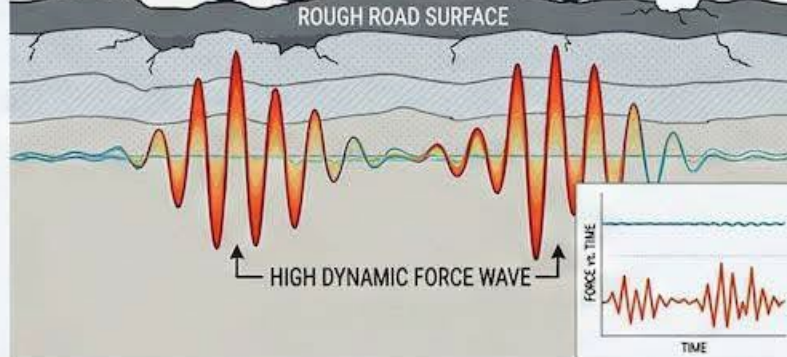
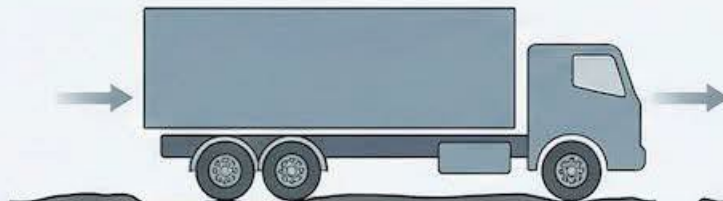


MULTI AXLES: Load spread over larger area, reduced peak stress, extended pavement life.

ZONE 2: ROAD ROUGHNESS & DYNAMIC TYRE FORCE



SMOOTH SURFACE: Consistent, low impact tyre forces, minimal additional stress.



ROUGH SURFACE: High impact, fluctuating tyre forces, accelerated pavement deterioration.

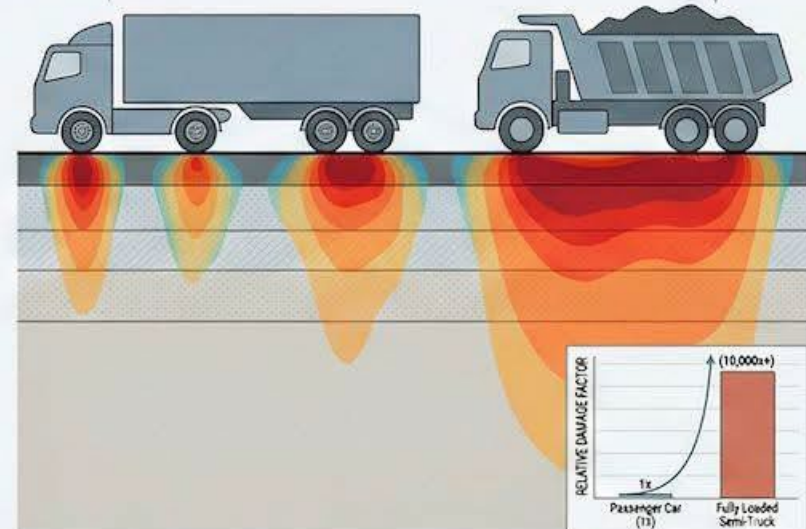
ZONE 3: VEHICLE TYPE & CUMULATIVE IMPACT

PASSENGER VEHICLES (MINIMAL IMPACT)



LIGHTWEIGHT VEHICLES: Negligible individual contribution to structural fatigue.

HEAVY TRUCKS (MAJOR IMPACT)



HEAVY COMMERCIAL VEHICLES: Primary drivers of deep structural damage and pavement failure.

TRIP DATA

- Hales Engineering – Traffic Engineer
- Traffic Demand Model - Wasatch Front Regional Council/Mountainland Association of Governments
- **305,744** Daily Trips in the City
 - **100,135 (33%)** Truck Trips
- **51,360** ESAL (Equivalent Single Axle Load) Trips
 - **46,160 (90%)** ESAL from short range medium- and heavy-duty trucks

RATE STRUCTURE – ADJUSTED FOR AXEL WEIGHT

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type
Residential	10,700	0.0141	1.00
Office	2,572	0.0559	3.96
Retail/Com	6,317	0.1094	7.76
Industrial	15,002	0.1307	9.27
Total			

ERU/Type converts each User Type to the ERU equivalent.

Example: 1,000 sf of office is equal to 3.96 homes

*ITE – Institute of Transportation Engineers

*ESAL – Equivalent Single Axel Load

*DU – Dwelling Unit

*ERU – Equivalent Residential Unit

*KSF – Thousand Square Feet

RATE STRUCTURE – ADJUSTED FOR AXEL WEIGHT

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs
Residential	10,700	0.0141	1.00	10,700
Office	2,572	0.0559	3.96	10,198
Retail/Com	6,317	0.1094	7.76	49,012
Industrial	15,002	0.1307	9.27	139,066
Total	34,591			208,976

Total ERUs is Total DU or KSF multiplied by ERU/Type

Example: 2,572 KSF of Office times 3.96 equals 10,198 ERUs

*ITE – Institute of Transportation Engineers

*ESAL – Equivalent Single Axel Load

*DU – Dwelling Unit

*ERU – Equivalent Residential Unit

*KSF – Thousand Square Feet

CURRENT FEE

RATE STRUCTURE – ADJUSTED FOR AXEL WEIGHT

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF
Residential	10,700	0.0141	1.00	10,700	\$ 2.79
Office	2,572	0.0559	3.96	10,198	11.07
Retail/Com	6,317	0.1094	7.76	49,012	21.66
Industrial	15,002	0.1307	9.27	139,066	25.87
Total				208,976	

2026 Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 2.79

- Fee per ERU is found by dividing \$7,000,000 by the total ERUs or 208,976 and then by 12 which equals \$2.79/ERU.
- The Monthly Rate/DU or KSF is found by multiplying the Monthly Rate/ERU by the ERU/Type.
- Example: Office ERU/Type is 3.96 x \$2.79 = \$11.07 per KSF (rounded)

PROPOSED FEE

RATE STRUCTURE – ADJUSTED FOR AXEL WEIGHT

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF
Residential	10,700	0.0141	1.00	10,700	\$ 1.71
Office	2,572	0.0559	3.96	10,198	6.80
Retail/Com	6,317	0.1094	7.76	49,012	13.30
Industrial	15,002	0.1307	9.27	139,066	15.89
Total				208,976	

2026 Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 1.71

- Fee per ERU is found by dividing \$4,300,000 by the total ERUs or 208,976 and then by 12 which equals \$1.71/ERU.
- The Monthly Rate/DU or KSF is found by multiplying the Monthly Rate/ERU by the ERU/Type.
- Example: Office ERU/Type is 3.96 x \$1.71 = \$6.80 per KSF (rounded).

Policy Questions

1. **Budget Reduction** - Is the City Council supportive of reducing the budget 35% from \$7M to \$4.3M? Doing so will defer maintenance costs.
2. **Resident Fees** - Does Council want to apply the fee to all residential units?
3. **Year over year inflator** - Is Council supportive of including a year over year inflationary increase?
4. **Nonprofit/Places of Worship Exemption** - Is City Council still supportive of exempting these? There are approximately 7 nonprofits and 9 places of worship. These would be classified as office uses if they are not exempted (\$20K).

Recommendation

Hold a Public Hearing and consider updates to the TUF Ordinance in Sections 12.30 and 3.11.100 of the Code that:

- 1) Reduces the TUF budget to \$4.3M, deferring maintenance costs;
- 2) Charges all residential units \$1.71/month;
- 3) Includes an annual inflator.

MEMORANDUM

Date: March 12, 2025
 To: South Salt Lake City
 From: Hales Engineering
 Subject: **South Salt Lake Road Utility Truck Study**

UT24-2902

Background

This study addresses the impact new developments will have on roads in South Salt Lake City. Hales Engineering analyzed Equivalent Single Axle Load (ESAL) values associated with a variety of land uses common to new developments. ESAL values were calculated using methods established by AASHTO and published in *Essentials of Transportation Engineering*, 2nd edition, 2016 (Chapter 9.2.1). Figure 1 shows the equations used to calculate the ESAL value for single and tandem axle configurations.

ESAL Value Calculation

$$\left(\frac{\text{axle weight}}{\text{single axle}} / 18,000 \right)^4 \quad \left(\frac{\text{axle weight}}{\text{tandem axle}} / 33,200 \right)^4$$

Figure 1: ESAL Value Equations

Based on the travel demand model, there are five classes of truck recorded in the traffic analysis zones (TAZ) in South Salt Lake. Passenger vehicles were included as a comparison. An approximation of individual ESAL values is shown in Table 1.

Table 1: Truck Type ESAL Values

Vehicle Type	ESAL / Vehicle
Passenger Vehicle	0.0004
Short-Range Light Truck	0.032
Short-Range Medium Truck	0.676
Short-Range Heavy Truck	1.860
Long-Range Medium Truck	2.340
Long-Range Heavy Truck	2.884
Source: Hales Engineering (2025)	

Travel Demand Model ESAL

Traffic volumes were acquired using the Wasatch Front Regional Council (WFRC) / Mountainland Association of Governments (MAG) travel demand model for the year 2050. Data from each TAZ in South Salt Lake was used to calculate the proportion of each vehicle type in the collected traffic volumes. Volumes were then analyzed with generic ESAL values calculated for each truck type to determine the total impact to roadways for each land use. Figure 2 shows a vicinity map of the TAZ in South Salt Lake.

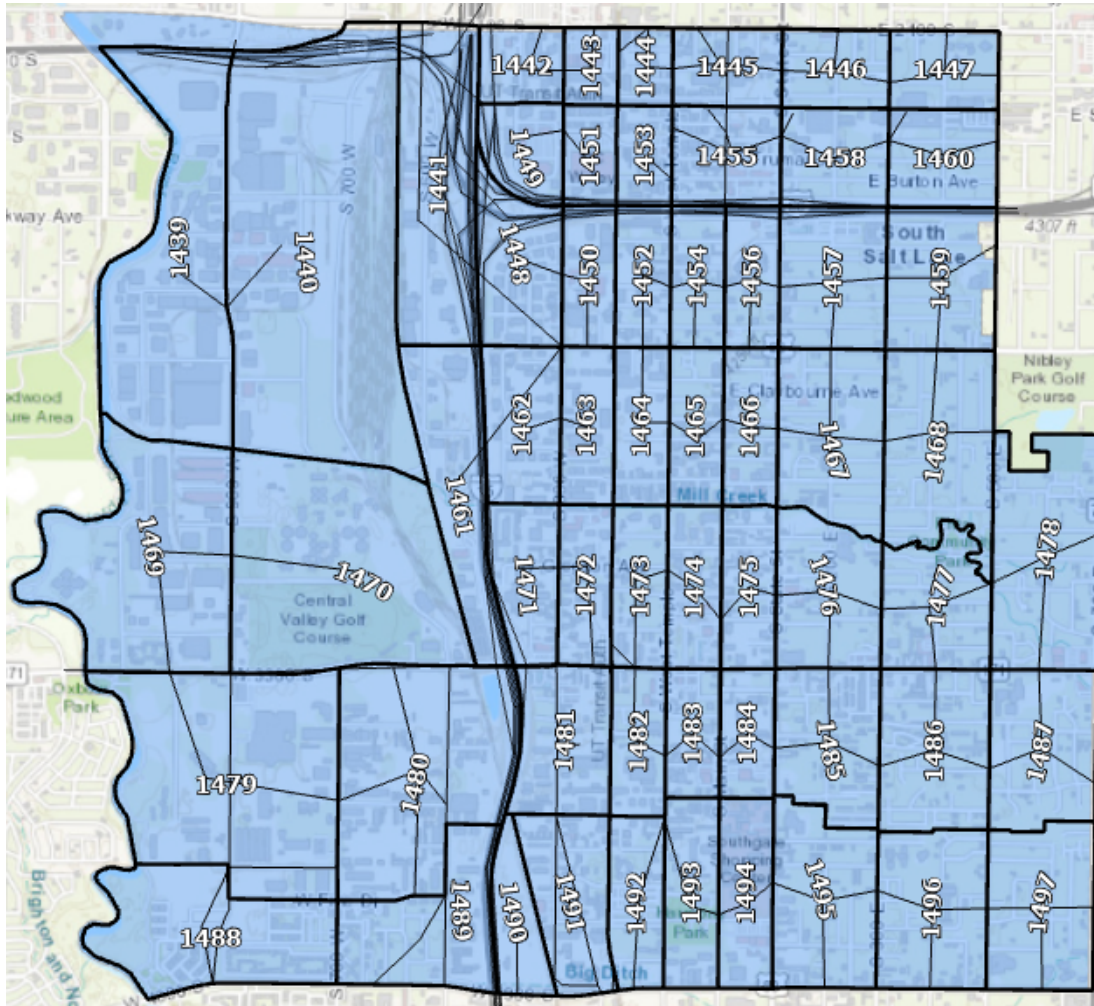


Figure 2: TAZ Map in South Salt Lake, Utah

Based on the travel demand model, trucks accounted for 100,135 of the total 305,744 daily trips in the analysis area, and approximately 51,630 daily ESALs. It was determined that about 89.41% of the daily ESAL total is attributed to short range medium- and heavy-duty trucks. The total for the two truck types is about 46,160 ESAL/Day. Those trucks accounted for 46,070 of the total daily trips. Based on all of the truck types, a weighted average of 0.5156 ESAL per truck trip per day was calculated.

Land Use ESAL Calculations

Land use truck rates were calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th Edition, 2021. Specific land use codes were combined into Residential, Retail / Commercial, Industrial, and Office categories and are shown in Table 2. Pass-by reductions were not applied to these rates since pass-by trips are typically made by passenger vehicles, which ESAL values are negligible compared to other types of vehicles.

Table 2: Daily Trips and ESAL by Land Use

Land Use	Daily			
	Unit	Trip Rate	Truck Trip Rate	Generated ESALs
Residential	DU	9.43	0.02	0.0141
Retail / Commercial	KSF	67.52	0.16	0.1094
Industrial	KSF	4.87	0.25	0.1307
Office	KSF	10.84	0.10	0.0559

Daily passenger vehicle and truck traffic can be calculated for developments using ITE land uses or those listed above. Using the daily passenger vehicle and truck volumes and average ESAL values of 0.0004 per passenger vehicle trip and 0.5156 per truck trip, a utility fee can be calculated for existing land uses.

Conclusions

The findings of this study are as follows:

- In South Salt Lake, the majority of ESALs come from short range medium- and heavy-duty trucks
- Hales Engineering calculated that the weighted average ESAL value for trucks in South Salt Lake is approximately 0.5156 ESAL per vehicle trip per day.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

Exhibit B – Staff Analysis to questions and comments at the May 13, 2026 Council Meeting

1. Has 2026 Utah Legislature (HB 425) changed anything?

A: Yes and no. The existing ordinance, in place prior to adoption this spring met requirements of the legislation. However, applying the fee to all users, including residential, puts SSL in a much more defensible position. Secondly a very conservative initial read of the language coupled with a desire to identify (less expensive) alternatives for the rate payers, led staff to create a \$4.3M option which generally removed traditional general fund dollars allocated to road maintenance.

We have reevaluated that preliminary position and feel very confident that a \$7M budget is easily defensible.

2. What is the budget?

A: The budget in the current ordinance is \$6.6M, which removes the \$400k revenue coming from residential exemption. The budget in the proposed ordinance is \$4.3M. Staff continues to recommend increasing the budget to the full \$7M so as not to defer (and increase future) maintenance costs. Doing so could also allow incremental funds to administer a more thorough administrative recalculation process. Attached as Exhibit 1 are two separate sets of options – one collecting \$7m and one \$4.3m.

3. Can we expand the Use Categories?

A: Yes, see the alternatives identified in Exhibit 1. Each budget option has a summary that compares the various use category options. The more appropriate question is should we balancing the reduction in revenue and the additional staff time that will be needed to administer.

- Option 1: EASL – same as presented
- Option 2: Trips – uses trips instead of EASLs
- Option 3a: EASLs Expanded – includes additional categories for Retail/Com and Flex/Industrial
- Option 3b: EASLs Expanded – includes additional categories for Flex/Industrial but not Retail/Com.
- Option 4: Trips Expanded – includes additional categories for Retail/Com and Flex/Industrial

4. What about using trips alone.

A: First, we don't think Trips alone is a defensible methodology. Secondly using Trips would move a disproportionate and inequitable fee to retail, create a large increase to residential, and remove most of the cost from industrial, which creates the majority of the impact:

Option 1: EASLs

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	0.0141	1.00	10,700	\$ 1.71	1	\$ 1.71	220,169
Office	2,572	0.0559	3.96	10,198	6.80	13.00	88.37	209,844
Retail/Com	6,317	0.1094	7.76	49,012	13.30	10.00	133.04	1,008,503
Industrial	15,002	0.1307	9.27	139,066	15.89	20.00	317.89	2,861,484
Total				208,976				4,300,000

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 1.71

Option 2: Trips

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	9.43	1.00	10,700	\$ 5.38	1	\$ 5.38	690,478
Office	2,572	10.84	1.15	2,957	6.18	13.00	80.36	190,816
Retail/Com	6,317	67.52	7.16	45,230	38.50	10.00	385.04	2,918,732
Industrial	15,002	4.87	0.52	7,748	2.78	20.00	55.54	499,973
Total				66,635				4,300,000

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 5.38

5. What are the options to pay for the roads besides TUF?

A: Defer maintenance, which delays and increases the cost (well-maintained roads are cheaper). Reduce other service levels and repurpose resources into paying for roads. Bonding, without an incremental funding source, would be the same as deferring maintenance. Increase property taxes.

6. What is the Administrative Recalculation Process?

A: There are several options to understand billing and resolve questions regarding Type designation, measurement or exemption status, and a formal appeal process. In January, Council adopted changes to the appeal process allowing for an administrative recalculation process, that may be completed before a formal appeal for items regarding use type, measurement and exemption status. To date we have received over 80 recalculation requests, but only one formal appeal.

7. What about a hardship program?

A: If we cap what an entity pays or have a hardship plan, that burden simply shifts to someone else. Secondly, this is an easy one in concept but very hard in practice. Sales tax is probably not a good proxy for profits since profit margins are different per industry. For an extreme example, a car

dealership could choose to have very low margins but would still generate high sales tax. That doesn't translate to profits. If a business was willing, they could provide certified financial statements or tax returns that show their profits. (which is unlikely). Even if so, how would we determine what profit margin is appropriate?

8. What are other Cities Doing? What are other residents paying?

A: A comprehensive exhibit is attached as Exhibit 2. The only other city that uses EASLs is Vineyard. Everyone else uses trips in some form or uses per account. SSL continues to believe strongly that the weighted ESAL value is the most equitable and most consistent with the State Code. SSL has the lowest residential fee (\$1.71/mo). Highest is Highland at \$18.50. Closest is Vineyard at \$3.50.

9. What is the difference between a tax and a fee?

"Industrial" means use of a Parcel, Lot, or Building or a portion thereof for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing operations including manufacturing, processing, generation, or storage of hazardous and non-hazardous materials.

A tax is levied strictly to raise general revenue for public purposes, whereas a fee is a specific charge meant to recoup the exact costs of providing a specific service or administering a regulation ([Utah Office of Legislative Research and General Counsel](#)). This can best be described by thinking of two terms: nexus and budgetary efficiency. The general fund is inefficient in its link between revenue generation and expenses. For example, property tax and sales tax have a very weak nexus in the way they are collected and the services for which the taxes are spent. The TUF, however, is creating a strong nexus between what is being charged and what benefit is being received or what impact is being offset. That creates a high level of budgetary efficiency or nexus. As an example, I may have a business with a high amount of property value and that generates high taxable sales volume; but I may not use many city services in specific. However, through the TUF we can have greater certainty (by category and not by specific business) on what traffic I generate and what type of traffic (trucks vs cars). That clear nexus creates a higher level of budget efficiency versus the general fund.

10. Are the Industrial User Type for the TUF fee and industrial land use the same thing?

A: No, it might be convenient to conflate them, but it would be inaccurate and only convenient to make an uninformed argument. The Industrial User Type for TUF is a broad classification that includes numerous uses as defined in Section 12.30 of the Code as: *"Industrial" means use of a Parcel, Lot, or Building or a portion thereof for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair, or processing operations including manufacturing, processing, generation, or storage of hazardous and non-hazardous materials.*" It is not a land-use definition.

Title 17, the Land Use and Development Code, doesn't have a definition for industrial. We recognize major and minor manufacturing that can be considered in the Flex District. Land use which generally

regulates impacts on and off site stemming from the Use (noise, traffic, trash, etc.) shouldn't be confused with a fee intended to find the nexus between what is being charged and what benefit is being received or what impact is being offset.

11. Is the "SSL Business Alliance" a part of the Chamber?

A: No, the Chamber continues to expand dialogue with the SSL to learn more and to represent and accurately inform their members. We don't believe any business associated with the group is a Chamber member.

12. Are SSL businesses bearing the burden of costs for streets that are mostly throughput?

A: Not generally. State Street, 700 E and 2100S are either UDOT or Salt Lake City's.

13. Can multi-family residential (50+ units) pay more than single family?

A: This would be a policy decision, but we haven't done any analysis to determine if residents in an apartment have more or less ESAL trips than those in R-1 neighborhoods.

Exhibit 1 - Budget Options (\$7M and \$4.3M)

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Summary

User Type	Option 1 EASL	Option 2 Trips	Option 3a EASL Expanded	Option 3b EASL Expanded	Option 4 Trips Expanded
Residential	\$ 2.79	\$ 8.75	\$ 3.01	\$ 3.23	\$ 7.23
Office	11.07	10.06	11.92	12.81	8.31
Com/Retail	21.66	62.68	-	25.08	-
Light Retail	21.66	62.68	23.34	25.08	51.76
Heavy Retail	21.66	62.68	36.14	25.08	77.75
Flex Space	25.87	4.52	10.75	11.55	7.64
Industrial	25.87	4.52	27.88	29.96	3.73

*Rate per DU or SF

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 1: EASLs

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	0.0141	1.00	10,700	\$ 2.79	1	\$ 2.79	358,414
Office	2,572	0.0559	3.96	10,198	11.07	13.00	143.87	341,606
Retail/Com	6,317	0.1094	7.76	49,012	21.66	10.00	216.58	1,641,750
Industrial	15,002	0.1307	9.27	139,066	25.87	20.00	517.50	4,658,230
Total				208,976				7,000,000

Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 2.79

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 2: Trips

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	9.43	1.00	10,700	\$ 8.75	1	\$ 8.75	1,124,034
Office	2,572	10.84	1.15	2,957	10.06	13.00	130.82	310,631
Retail/Com	6,317	67.52	7.16	45,230	62.68	10.00	626.81	4,751,425
Industrial	15,002	4.87	0.52	7,748	4.52	20.00	90.42	813,909
Total				66,635				7,000,000

Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 8.75

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 3a: EASLs with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	0.0141	1.00	10,700	\$ 3.01	1	\$ 3.01	386,209	
Office	2,572	0.0559	3.96	10,198	11.92	13.00	155.02	368,098	
Light Retail	3,158	0.1094	7.76	24,506	23.34	10.00	233.38	884,533	Est SF 1/2
Heavy Retail	3,158	0.1694	12.01	37,946	36.14	10.00	361.37	1,369,651	Est SF 1/2
Flex Space	5,001	0.0504	3.57	17,875	10.75	10.00	107.51	645,196	Est SF 1/3
Industrial	10,002	0.1307	9.27	92,710	27.88	20.00	557.63	3,346,314	Est SF 2/3
Total				193,937				7,000,000	

Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 3.01

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 3b: EASLs with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	0.0141	1.00	10,700	\$ 3.23	1	\$ 3.23	414,967	
Office	2,572	0.0559	3.96	10,198	12.81	13.00	166.57	395,507	
Light Retail	3,158	0.1094	7.76	24,506	25.08	10.00	250.75	950,398	Est SF 1/2
Heavy Retail	3,158	0.1094	7.76	24,506	25.08	10.00	250.75	950,398	Est SF 1/2
Flex Space	5,001	0.0504	3.57	17,875	11.55	10.00	115.52	693,239	Est SF 1/3
Industrial	10,002	0.1307	9.27	92,710	29.96	20.00	599.15	3,595,491	Est SF 2/3
Total				180,496				7,000,000	

Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 3.23

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 4: Trips with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	9.43	1.00	10,700	\$ 7.23	1	\$ 7.23	928,159	
Office	2,572	10.84	1.15	2,957	8.31	13.00	108.02	256,501	
Light Retail	3,158	67.52	7.16	22,615	51.76	10.00	517.58	1,961,719	Est SF 1/2
Heavy Retail	3,158	101.43	10.76	33,973	77.75	10.00	777.52	2,946,937	Est SF 1/2
Flex Space	5,001	9.97	1.06	5,287	7.64	10.00	76.43	458,632	Est SF 1/3
Industrial	10,002	4.87	0.52	5,165	3.73	20.00	74.66	448,051	Est SF 2/3
Total				80,697				7,000,000	

Revenue Requirement	\$ 7,000,000
Monthly Rate per ERU	\$ 7.23

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Summary

User Type	Option 1 EASL	Option 2 Trips	Option 3a EASL Expanded	Option 3b EASL Expanded	Option 4 Trips Expanded
Residential	\$ 1.71	\$ 5.38	\$ 1.85	\$ 1.99	\$ 4.44
Office	6.80	6.18	7.33	7.87	5.10
Com/Retail	13.30	38.50	-	15.40	-
Light Retail	13.30	38.50	14.34	15.40	31.79
Heavy Retail	13.30	38.50	22.20	15.40	47.76
Flex Space	15.89	2.78	6.60	7.10	4.69
Industrial	15.89	2.78	17.13	18.40	2.29

*Rate per DU or SF

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 1: EASLs

User Type	Total DU or KSF in City	ESALs/DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	0.0141	1.00	10,700	\$ 1.71	1	\$ 1.71	220,169
Office	2,572	0.0559	3.96	10,198	6.80	13.00	88.37	209,844
Retail/Com	6,317	0.1094	7.76	49,012	13.30	10.00	133.04	1,008,503
Industrial	15,002	0.1307	9.27	139,066	15.89	20.00	317.89	2,861,484
Total				208,976				4,300,000

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 1.71

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 2: Trips

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue
						DU or KSF	Monthly Fee	
Residential	10,700	9.43	1.00	10,700	\$ 5.38	1	\$ 5.38	690,478
Office	2,572	10.84	1.15	2,957	6.18	13.00	80.36	190,816
Retail/Com	6,317	67.52	7.16	45,230	38.50	10.00	385.04	2,918,732
Industrial	15,002	4.87	0.52	7,748	2.78	20.00	55.54	499,973
Total				66,635				4,300,000

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 5.38

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 3a: EASLs with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	0.0141	1.00	10,700	\$ 1.85	1	\$ 1.85	237,243	
Office	2,572	0.0559	3.96	10,198	7.33	13.00	95.23	226,117	
Light Retail	3,158	0.1094	7.76	24,506	14.34	10.00	143.36	543,356	Est SF 1/2
Heavy Retail	3,158	0.1694	12.01	37,946	22.20	10.00	221.98	841,357	Est SF 1/2
Flex Space	5,001	0.0504	3.57	17,875	6.60	10.00	66.04	396,335	Est SF 1/3
Industrial	10,002	0.1307	9.27	92,710	17.13	20.00	342.54	2,055,593	Est SF 2/3
Total				193,937				4,300,000	

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 1.85

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 3b: EASLs with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	0.0141	1.00	10,700	\$ 1.99	1	\$ 1.99	254,908	
Office	2,572	0.0559	3.96	10,198	7.87	13.00	102.32	242,955	
Light Retail	3,158	0.1094	7.76	24,506	15.40	10.00	154.03	583,816	Est SF 1/2
Heavy Retail	3,158	0.1094	7.76	24,506	15.40	10.00	154.03	583,816	Est SF 1/2
Flex Space	5,001	0.0504	3.57	17,875	7.10	10.00	70.96	425,847	Est SF 1/3
Industrial	10,002	0.1307	9.27	92,710	18.40	20.00	368.05	2,208,659	Est SF 2/3
Total				180,496				4,300,000	

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 1.99

South Salt Lake City, Utah

Transportation Utility Fee Analysis

Option 4: Trips with Expanded Categories

User Type	Total DU or KSF in City	Trips per DU or KSF	ERU / Type	Total ERUs	Monthly Rate / DU or KSF	Sample		Revenue	Notes
						DU or KSF	Monthly Fee		
Residential	10,700	9.43	1.00	10,700	\$ 4.44	1	\$ 4.44	570,155	
Office	2,572	10.84	1.15	2,957	5.10	13.00	66.36	157,565	
Light Retail	3,158	67.52	7.16	22,615	31.79	10.00	317.94	1,205,056	Est SF 1/2
Heavy Retail	3,158	101.43	10.76	33,973	47.76	10.00	477.62	1,810,261	Est SF 1/2
Flex Space	5,001	9.97	1.06	5,287	4.69	10.00	46.95	281,731	Est SF 1/3
Industrial	10,002	4.87	0.52	5,165	2.29	20.00	45.86	275,232	Est SF 2/3
Total				80,697				4,300,000	

Revenue Requirement	\$ 4,300,000
Monthly Rate per ERU	\$ 4.44

Exhibit 2

Exhibit 1 - City TUF Comps									
Category 1 - Detailed Schedules									
For FY2026	Residential	Residential (Abatement)	Commerical - Tier 1 (0-4 Trips)	Commercial - Tier 2 (4+ Trips)					
Pleasant Grove	\$ 6.76	\$ 5.41	\$ 33.02	\$ 188.84					
	Residential	Residential - Multifamily	Commercial A - <100 trip- ends	Commercial B - 100-199 trip ends	Commercial C - 200-599 trip ends	Commercial D - 600+ trip ends	Public Use A - <300 trip ends	Public Use B - >=300 trip ends	
Provo 9/1/2025	\$ 4.20	\$ 2.52	\$ 11.38	\$ 30.05	\$ 90.38	\$ 269.93	\$ 24.54	\$ 109.53	
Provo 9/1/2026	\$ 4.78	\$ 2.87	\$ 12.97	\$ 34.26	\$ 103.03	\$ 307.71	\$ 27.98	\$ 124.86	
Provo 9/1/2027	\$ 5.45	\$ 3.27	\$ 14.79	\$ 39.05	\$ 117.45	\$ 350.79	\$ 31.90	\$ 142.34	
14% annual increase									
			Per KSF	Per KSF	Per KSF	Per KSF			
	Residential	Residential - Multifamily	Commercial 1 - <= 10 ADT	Commercial 2 - 10-25 ADT	Commercial 3 - >= 26ADT	Schools/ Churches			
Kaysville	\$ 7.85	\$ 5.45	\$ 3.00	\$ 6.00	\$ 9.00	\$ 4.50			
	Residential	Comm 1	Comm 2	Comm 3	Comm 4	Comm 5	Comm 6	Public Use	
South Ogden	\$ 5.52	\$ 6.31	\$ 17.50	\$ 30.48	\$ 59.00	\$ 106.35	\$ 319.13	\$ 68.42	
Sample Uses		Office type	Medical, Auto	Restaurants	Day Care	Fast food, C S	Big Box		
	Residential	Office/KSF	Retail/Com/ KSF	Light Industrial / KSF	Flex Space / KSF				
Vineyard	\$ 3.50	\$ 36.00	\$ 70.00	\$ 84.00	\$ 36.00				
Category 2 - Less Detailed									
All Accounts									
Highland	\$ 18.50								
All Accounts									
Mapleton	\$ 8.00								
	Residential	Commercial	Industrial						
Pleasant View	\$ 4.00	\$ 6.00	\$ 8.00						
1/8/2026	Residential	Com/ERU	*Commercial limited to \$2,500 per month						
North Ogden	\$ 15.00	\$1.50							
Per ERU									
South Weber	\$ 15.00								
	Residential	Com							
Fruit Heights	\$ 7.50	Based upon ERU							
	Residential/ ERU	Non-Res/ERU							
Farmington	\$ 3.90	\$ 2.00							
	Residential	Com							
Farr West	\$ 7.00	Based upon ERU							

RESOLUTION NO. R2026 _____

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL EXPRESSING INTENT TO JOIN THE COMMUNITY RENEWABLE ENERGY PROGRAM WHEN AVAILABLE.

WHEREAS, the City of South Salt Lake (the “City”) is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law;

WHEREAS, the Community Renewable Energy Agency (Agency) is an Interlocal Entity, formed by several public entities, which coordinates directly with Rocky Mountain Power (RMP), to provide net-100% clean energy to their respective communities, pursuant of the Interlocal Cooperation Act, Utah Code § 11-13-102, and the Community Clean Energy Act, Utah Code § 54-17-901;

WHEREAS, when the Community Renewable Energy Act was initially enacted in 2019, it required municipalities to adopt a resolution by December 31, 2019, to be eligible to join the Agency;

WHEREAS, in 2024, the Utah State Legislature passed SB214, removing the requirement for municipalities to adopt a resolution;

WHEREAS, on March 4, 2026, the Public Service Commission of Utah (“PSC”) approved Rocky Mountain Power’s application to implement community clean energy program authorized by the Community Clean Energy Act;

WHEREAS, the PSC’s order approved an initial fixed rate for residential customers of an additional \$4.00 per month and a volumetric rate for all other non-residential customers of \$0.00609 per kWh and a low-income surcharge for non-residential customers of \$0.12 per month;

WHEREAS, ratepayers will automatically be enrolled in the program with the choice to opt out within six months from the date the first initial opt-out notice is sent without incurring a termination fee;

WHEREAS, ratepayers who qualify as low-income may qualify for a credit or reduction in order to participate in the program;

WHEREAS, the City expresses its support to achieving 100% clean renewable energy and desires to join the Community Renewable Energy Program when the opportunity becomes available; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South Salt Lake that the City of South Salt Lake expresses its intent to join the Community Renewable Energy Program when available and expresses its support to the goal of achieving 100% clean renewable energy for its residents.

[remainder of page intentionally left blank; signatures appear on next page]

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