



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
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SSLC.GOV

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)

Conducting
Council Chair
Sergeant at Arms

Clarissa Williams, At-Large
Sharla Bynum
South Salt Lake PD

Opening Ceremonies

1. Welcome/Introductions
2. Pledge of Allegiance

Clarissa Williams
Nick Mitchell

No Action Comments

1. Scheduling
2. Public Comments/Questions
 - a. Response to Comments/Questions
(at the discretion of the conducting Council Member)
3. Mayor Comments
4. City Attorney Comments
5. City Council Comments
6. Information (10 minutes each)
 - a. Promise Teen Tech Center: Project Invent Demo
 - b. Arbor Day Proclamation & Tree City USA
2025 Recognition Award

City Recorder

Mickaela Allison
Sharen Hauri

Action Items

Appointments by the Mayor

1. Britney Helmers – SSL Arts Executive Director
2. Joseph Dane – Communications Director

Mayor Wood
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
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

Sharen Hauri

- | | |
|--|----------------------|
| 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

**CITY OF SOUTH SALT LAKE
CITY COUNCIL MEETING**

COUNCIL MEETING	Wednesday May 27, 2026 7:00 p.m.
CITY OFFICES	220 East Morris Avenue South Salt Lake, Utah 84115
PRESIDING:	Council Chair Sharla Bynum
CONDUCTING:	Clarissa Williams
PLEDGE OF ALLEGIANCE:	Ray deWolfe
SERGEANT AT ARMS:	Carson Aprato, Spencer Redden

COUNCIL MEMBERS PRESENT:
Joy Glad, Corey Thomas, Sharla Bynum, Nick Mitchell (Zoom),
Irvin Jones, Clarissa Williams, and Ray deWolfe

COUNCIL MEMBERS NOT PRESENT:
None

STAFF PRESENT:
Mayor Wood
Josh Collins, City Attorney
Danielle Croyle, Police Chief
Terry Addison, Fire Chief
Spencer Redden, Police Officer
Carson Aprato, Police Sergeant
Mickaela Allison, Career Pathways Facilitator
Bonnie Owens, Promise Deputy Director
Matthew Robins, Executive Assistant
Edward Lopez, Promise Deputy Director
Jonathan Weidenhamer, Community & Economic Development Director
Jared Christensen, Deputy Fire Chief
Spencer Cawley, Senior Planner
Yasmin Abbyad, Emergency Management Coordinator
Tereza Bagdasarova, City Planner
Kathleen Patterson, Accounting Tech
Lee Garbett, Neighborhoods Deputy Director
Ariel Andrus, City Recorder
Sara Ramirez, Deputy City Recorder

OTHERS PRESENT:
See list

NO ACTION COMMENTS

- 1. SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc. **Next Council Meeting—June 10th @ 7pm.**

2. PUBLIC COMMENTS/QUESTIONS.

Council Member Glad read an email sent from South Salt Lake resident, Debbie Carrie, expressing their opposition to the Community Renewable Energy Program Resolution. The complete comment is attached and incorporated by this reference.

Council Member Glad read an email sent from South Salt Lake resident, Catherine Taylor, expressing their opposition to the Community Renewable Energy Program Resolution. The complete comment is attached and incorporated by this reference.

South Salt Lake business owner, Jason Sanders, stated their support of the Restaurant Only Liquor License Category Ordinance.

South Salt Lake resident, Hazel Stout, expressed their opposition to the Community Renewable Energy Program Resolution.

South Salt Lake business owner, Nick Wallace, expressed some thoughts and questions regarding Transportation Utility Fee exemptions.

South Salt Lake business owner, Lexi Katsanevas, expressed their opposition to the Transportation Utility Fee.

South Salt Lake business owner, (name unknown), expressed their opposition to the Transportation Utility Fee.

South Salt Lake business owner, Ted Sargentakis, expressed their opposition to the Transportation Utility Fee.

South Salt Lake business owner, Mark Malouf, expressed their opposition to the proposed amendments to the Transportation Utility Fee rates.

South Salt Lake business owner, Gary Olson, shared some thoughts and questions regarding the possibility of Transportation Utility Fee reimbursements.

South Salt Lake business owner, Kelly Edwards, shared some thoughts and questions regarding multi housing units in relation to the Transportation Utility Fee.

South Salt Lake business owner, Chris Manus, expressed concerns related to the Transportation Utility Fee.

South Salt Lake business owner, George Tsunakis, expressed concerns related to the Transportation Utility Fee.

South Salt Lake business owner, Derek Mortensen, expressed concerns related to the metrics used to set the rates for the Transportation Utility Fee.

South Salt Lake business owner, Gary Raptor, expressed their opposition to the Transportation Utility Fee.

South Salt Lake business owner, Manoli Sargentakis, expressed their opposition to the Transportation Utility Fee.

South Salt Lake property owner, Kim Stringham, expressed concerns related to the categories used to define businesses to determine their Transportation Utility Fee.

3. MAYOR COMMENTS.

Mayor Wood shared updates related to the state of emergency declared by Governor Cox in relation to the state's extreme drought conditions and highlighted the City's Ordinance on watering lawns that will begin to be enforced by the City's Code Enforcement. She also highlighted the City's 'Acts of Kindness' stories that residents can submit in honor of the America 250 celebration. Lastly, she congratulated the graduating class of Cottonwood High School.

4. CITY ATTORNEY COMMENTS.

None.

5. CITY COUNCIL COMMENTS.

Council Member deWolfe shared comments expressing the difficulty of navigating the Transportation Utility Fee amendments.

Council Chair Bynum shared comments expressing the difficulty of navigating the Transportation Utility Fee amendments.

Council Member Glad shared comments regarding the previous concerns she had raised on the Community Renewable Energy Program and on the Transportation Utility Fee amendments.

Council Member Williams congratulated all the graduates in the community.

6. INFORMATION.

a. Promise Teen Tech Center: Project Invent Demo

Career Pathways Facilitator, Mickaela Allison, along with a group of teens from the Teen Tech Center, gave a presentation that highlighted the work their group did to address smog pollution for Millcreek residents.

b. Arbor Day Proclamation & Tree City USA 2025 Recognition Award

Neighborhoods Director, Sharen Hauri, presented the proclamation along with Arbor Day Foundation representative, Lex Bengston.

Action Items

Appointments by the Mayor

1. Britney Helmers – SSL Arts Executive Director

The Mayor presented the following individual to the Council for their advice and consent as a new appointment.

A copy of the resume, which was provided to the Council at the Work Meeting, is

attached and incorporated by this reference.

Council Chair Bynum made a motion to approve Ms. Helmers as the South Salt Lake Arts Executive Director.

MOTION: Sharla Bynum

SECOND: Corey Thomas

Roll Call Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	Yes
Williams:	Yes
deWolfe:	Yes

2. Joseph Dane – Communications Director

The Mayor presented the following individual to the Council for their advice and consent as a new appointment.

A copy of the resume, which was provided to the Council at the Work Meeting, is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve Mr. Dane as the Communications Director.

MOTION: Sharla Bynum

SECOND: Ray deWolfe

Roll Call Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	Yes
Williams:	Yes
deWolfe:	Yes

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

Neighborhoods Director, Sharen Hauri, presented the item that had been discussed at the Work Meeting. This Resolution would allow the City to receive funding from the County that would go towards the Water Tower renovation.

The Salt Lake County Tourism, Recreation, Culture, and Convention (TRCC) Support Program is a funding initiative designed to assist eligible organizations with projects that meet the needs of residents and visitors.

Key details regarding the program and its application to the Water Tower Plaza project include:

Allowable Uses of Funds: Revenue from this tax can be used for tourism promotion or the development and maintenance of recreational, cultural, and convention facilities.

Eligible Expenses: Organizations may apply for funding to cover capital, consulting, or tourism-related expenses.

Water Tower Plaza Goals: The project aims to restore the tower as a landmark, create a plaza and green space, enhance the area with public art, and establish a space for special events.

Funding Structure: The grant can pay for up to 33% of the total project cost.

Based on a 2026 cost estimate, the grant amount is \$825,000. Salt Lake County will provide up to \$1,000,000 in reimbursement. South Salt Lake is responsible for up to \$2,000,000. The City's matching funds will come from Parks Impact Fees and a Public Works (PW) Bond.

There were no further comments or questions by the Council Members.

A copy of the Resolution is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve the Resolution.

MOTION: Sharla Bynum

SECOND: Corey Thomas

Roll Call Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	No
Williams:	Yes
deWolfe:	Yes

- 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**

Neighborhoods Director, Sharen Hauri, presented the item that had been discussed at the Work Meeting. The Resolution would approve the Cooperative Agreement for the Jordan River Oxbow Restoration project. The primary goal is to remove invasive vegetation and restore native plants along the Jordan River. Additional benefits include cleaning up troubled areas (such as camps and garbage), enhancing safety and visibility, and increasing stewardship and use of the area.

The project has a total expense of \$45,000, which is covered 100% by grant revenue, resulting in no cost to the City. This zone is defined as the area 250 yards on each side of the Jordan River between State Route 201 and 5400 South. In 2019, the Utah State Legislature allocated ongoing funding to Utah Forestry, Fire and State Lands for improvements within this zone.

There were no further comments or questions by the Council Members.

A copy of the Resolution is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve the Resolution.

MOTION: Sharla Bynum

SECOND: Ray deWolfe

Roll Call Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	Yes
Williams:	Yes
deWolfe:	Yes

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**
Senior Planner, Spencer Cawley, reviewed the item that had been previously discussed at a Work Meeting.

This amendment would establish new categories for Restaurant (Beer Only), Restaurant (Limited Service), and Restaurant (Full Service) from the current cap of 1 per 800 residents. A new standalone "restaurant-only" license type would be established. These licenses will be administered in alignment with the Utah Department of Alcoholic Beverage Services (DABS) 30/70 food-to-alcohol ratio requirement, requiring no additional enforcement from City staff.

The amendments aim to foster a business-friendly environment by eliminating redundant city-level quotas and streamlining the licensing process. Additionally, the

changes provide regulatory clarity and promote vibrancy in the urban community.

Staff recommendation is for the City Council to consider the adoption of the Ordinance.

A copy of the Ordinance is attached and incorporated by this reference.

Council Member deWolfe made a motion to approve the Ordinance.

MOTION: Ray deWolfe

SECOND: Corey Thomas

Roll Call Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	Yes
Williams:	Yes
deWolfe:	Yes

4. Council Q & A: Budget for Fiscal Year 2026-2027

Mayor Wood provided answers to the budget related questions that had been submitted by the Council Members since the last meeting.

Hiring Freeze: Several departments have open headcounts impacted by a hiring freeze. Positions range from Finance and Public Works roles to sworn police officers and fire department staff.

Eliminated Positions: Three positions across Economic Development, Neighborhoods, and IT will not be filled in the FY27 budget.

Compensation: The Mayor proposed a 3% Cost of Living Adjustment (COLA) and a 3%/4% step increase for employees. Part-time and other employees are generally eligible, provided they are not on a disciplinary plan.

Communications Department: This department currently has 2 full-time (FT) employees and proposes 1 additional FT position.

Sales and Property Taxes: Fluctuations in projected sales tax revenue are attributed to reallocations between the Public Safety Service Fund (PSSF) and the Capital Improvements Fund. A decrease in projected property taxes for the PSSF is due to a higher allocation of general property tax to the General Fund.

Employee Benefits: Benefits are reconciled during the budget process based on current employee situations or highest replacement costs rather than a flat percentage increase, which causes them to fluctuate independently of salaries.

Attorney's Office Budget: Budget changes for the City Attorney reflect a restructuring of line items—combining the Law Library and Subscriptions/Memberships, and consolidating Training into Conventions and Conferences—to improve transparency and reflect modern legal research methods.

Public Safety: The budget includes no new software for Police. Fire equipment upgrades include new gurneys, stair chairs, and PPE lockers, while the fire vehicle budget covers a Toyota Tacoma replacement.

Utility Infrastructure: New General Ledgers (GLs) have been created to separately track SCADA system maintenance for water, wastewater, and stormwater to ensure critical infrastructure is properly accounted for.

Mayor Wood stated that the Council Members can submit more budget related questions by the next meeting.

- 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**
Community and Economic Development Director, Jonathan Weidenhamer presented Unfinished Business Items 5 & 6 in tandem with each other. Item 5 would amend the rate for the Transportation Utility Fee. Item 6 would provide technical changes and updates to definitions in the City Code.

The Transportation Utility Fee is based on an analysis of road impact using Equivalent Single Axle Load (ESAL) values rather than just trip volumes. This methodology recognizes that while heavy trucks account for only about 1/3 of total trips, they cause the vast majority of structural road damage.

The utility fee is calculated by analyzing the impact different land uses have on the transportation system:

Impact Measurement: The City used ESAL to measure impact. One ESAL represents the stress a standard single 18,000-pound axle puts on a road.

Data Sources: Traffic volumes and trip types are derived from the Wasatch Front Regional Council's 2050 travel demand model.

Trip Rates: SSL utilizes trip generation rates from the Institute of Transportation Engineers (ITE)

Vehicle Differences: The study found that passenger vehicles have a negligible cumulative impact (0.0004 ESAL per trip), whereas heavy trucks have a major impact (up to 2.884 ESAL per trip).

City staff is currently recommending a reduced budget of \$4.3 million, down from the previously adopted \$6.6 million, to minimize the immediate financial burden on ratepayers by deferring some maintenance.

Additionally, starting July 1, 2026, residential owners would be charged \$1.71 per month per unit.

The fee would include an annual increase based on the Producer Price Index (PPI), which tracks wholesale construction material costs more accurately than the standard Consumer Price Index (CPI).

Additionally, a process exists for businesses to request a recalculation of their fee based on specific use types, measurements, or exemption status.

Council Member deWolfe asked whether business owners would receive any credit back from the previously charged fee if this amendment is passed.

Mr. Weidenhamer clarified that since the City Council had approved the original Transportation Utility Fee Ordinance in July of last year, no credit back could be given since it was calculated under approved City Code at the time of the first bill being sent out.

Council Chair Bynum shared a comment regarding the work done to provide a reduced Transportation Utility Fund budget and how the appeal process was in place if business owners had a rightful dispute to the way their business type was being assessed by the City. She also stated that an annual review would be wise.

Council Member deWolfe shared that adding more categories could be a possible solution, as well as establishing a shadow bill.

Council Member Mitchell stated that he felt that an annual review was necessary for this fee.

Council Member Williams shared comments regarding the importance of representing residents as the elected officials of the City. She recognized the City's dedication to work with the businesses in its community and acknowledged that a lot of damage is done to City roads by bigger vehicles within the industrial zone of the City.

A copy of the Ordinance is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve the Ordinance.

MOTION: Sharla Bynum

SECOND: Irvin Jones

Roll Call Vote:

Glad:	Yes
Thomas:	No
Bynum:	Yes
Mitchell:	No
Jones:	Yes
Williams:	Yes
deWolfe:	No

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**
Community and Economic Development Director, Jonathan Weidenhamer presented Unfinished Business Items 5 & 6 in tandem with each other. Item 5 would amend the rate for the Transportation Utility Fee. Item 6 would provide technical changes and updates to definitions in the City Code.

A copy of the Ordinance is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve the Ordinance

MOTION: Sharla Bynum

SECOND: Irvin Jones

Roll Call Vote:

Glad:	Yes
Thomas:	No
Bynum:	Yes
Mitchell:	No
Jones:	Yes
Williams:	Yes
deWolfe:	No

7. **A Resolution of the South Salt Lake City Council Expressing Intent to Join the Community Renewable Energy Program When Available**
Council Chair Bynum reviewed the matter that had been discussed at a previous Work Meeting. She stated that this Resolution didn't tie the City to anything, but that it expressed an intent to join when a spot becomes available.

Council Member deWolfe stated that there's a window of time where residents could opt out without needing to pay anything. He also shared that he would like the City to participate in the program.

Council Member Williams stated that while she's in support of renewable energy, opting in would bring a \$4 increase to monthly bills. Considering recent fees and changes that are happening alongside other fees and the City budget, this doesn't seem like the best way forward for City residents.

A copy of the Resolution is attached and incorporated by this reference.

Council Chair Bynum made a motion to approve the Resolution.

MOTION: Sharla Bynum

SECOND: Ray deWolfe

Roll Call Vote:

Glad:	No
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	No
Williams:	No
deWolfe:	Yes

Council Member deWolfe made a motion to Adjourn.

MOTION: Ray deWolfe
SECOND: Sharla Bynum

Voice Vote:

Glad:	Yes
Thomas:	Yes
Bynum:	Yes
Mitchell:	Yes
Jones:	Yes
Williams:	Yes
deWolfe:	Yes

The meeting adjourned at 8:44 p.m.


Sharla Bynum, Council Chair


Ariel Andrus, City Recorder

27-May-26

****Please sign in for each meeting****

**CITY COUNCIL - WORK & REGULAR MEETING
LIST OF ATTENDEES**

<u>NAME</u>	<u>CITY/TOWN</u>	<u>REPRESENTING</u>
B.M. "Haisel" Stout	SSL	Self
Bonnie Owens	SSL	Promise Teen Tech Center
Alexis Bengston	SSL	Arbor Day Foundation
Carla Locatelli	SSL	Self
Jason Sanders	SSL	Thistle Spirits
Mike Karsanow	SSLC	Crown Top
KIM STRINGHAM	SSLC	STINGHAM LEASING 2719 Lemel Circle 2727 Lemel Circle
GARY OLSON	South Jordan	
Leslie Jones	SSL	Self
Chris Chatzis	SLC	Self
Jen Stenquist	SSL	Self
JULIE JONES	SSL	SELF
Bruce Dalebout	Murray	Self
Jeff Cook	BLL	BLL
Kevin Miller	SSL	SELF
Alyson Kyle	SSL	Self
BRETT BUNKAN	SSL	SELF
Adam better	SSL	SELF
Jeff Keller	SSL	Self
Ly. Ryan	PE	hedgepce Inc
CODY DEETRE	TODDLE	

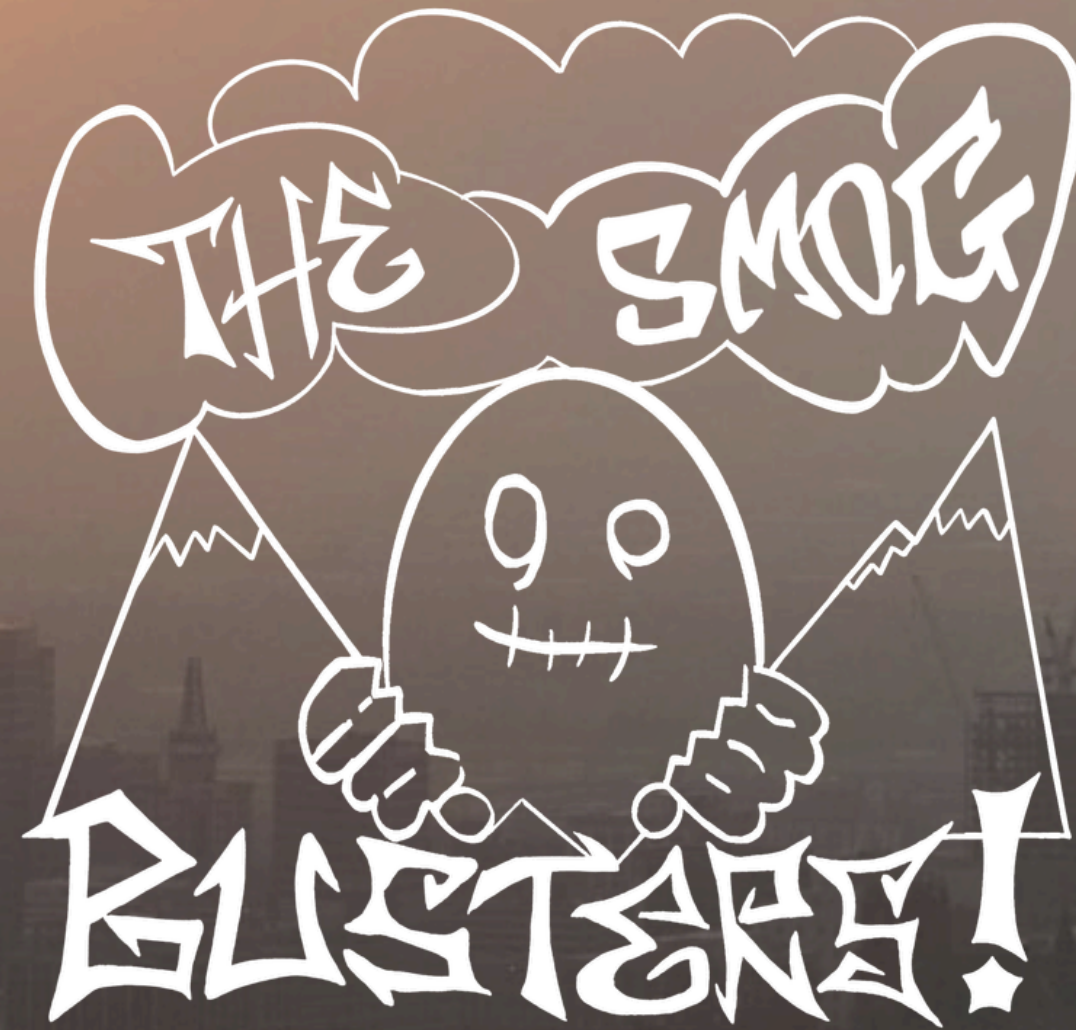
27-May-26

****Please sign in for each meeting****

**CITY COUNCIL - WORK & REGULAR MEETING
LIST OF ATTENDEES**

<u>NAME</u>	<u>CITY/TOWN</u>	<u>REPRESENTING</u>
Leslie Jones	SSL	Self
Mark Malout	Holladay	
Mark Malout	SLC	Self
MIKE AULT	WASATCH	AULT INVESTMENTS INC
Derek Mortensen	C.H.	4 other businesses
Roy Hansen	SSL	other business
Kelly Edwards	SSL	other business
Nicholas Wallace	West Jordan	Wallace Woodworks
TED SARGEANTIS	SSL	SILVER STATE INC.
George Tsouf sandi	SSL	Astro Burgers
Kevin miller	SSL	Self
Jason Sanders	SSL	Thistle Spirits
NASSER SAHLLOBEI	SSL	SELF
Chip Reichardt	SSL	Teen Tech Center
Civian Haskle	Midvale	Teen Tech Center
Mickaela Allison	SLC	Teen Tech Center
Dennis Salch	SLC	Teen Tech Center
William Freshwater	Millcreek	Teen Tech Center
Muntaz Almadhi	SLC	Teen Tech Center
Kylan Galvin	SSL	Teen Tech Center
Tegan Galvin	SSL	Teen Tech Center
Shameys Chauri	West Jordan	WJHS

PROMISE TEEN TECH CENTER

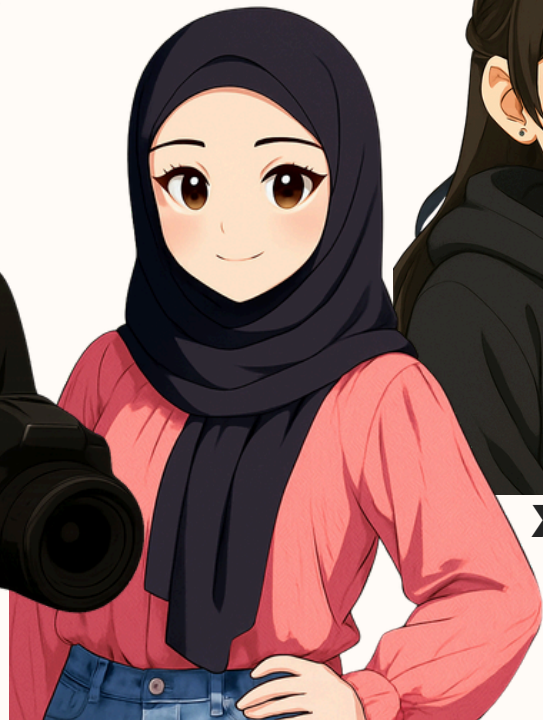


SOUTH SALT LAKE, UTAH

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

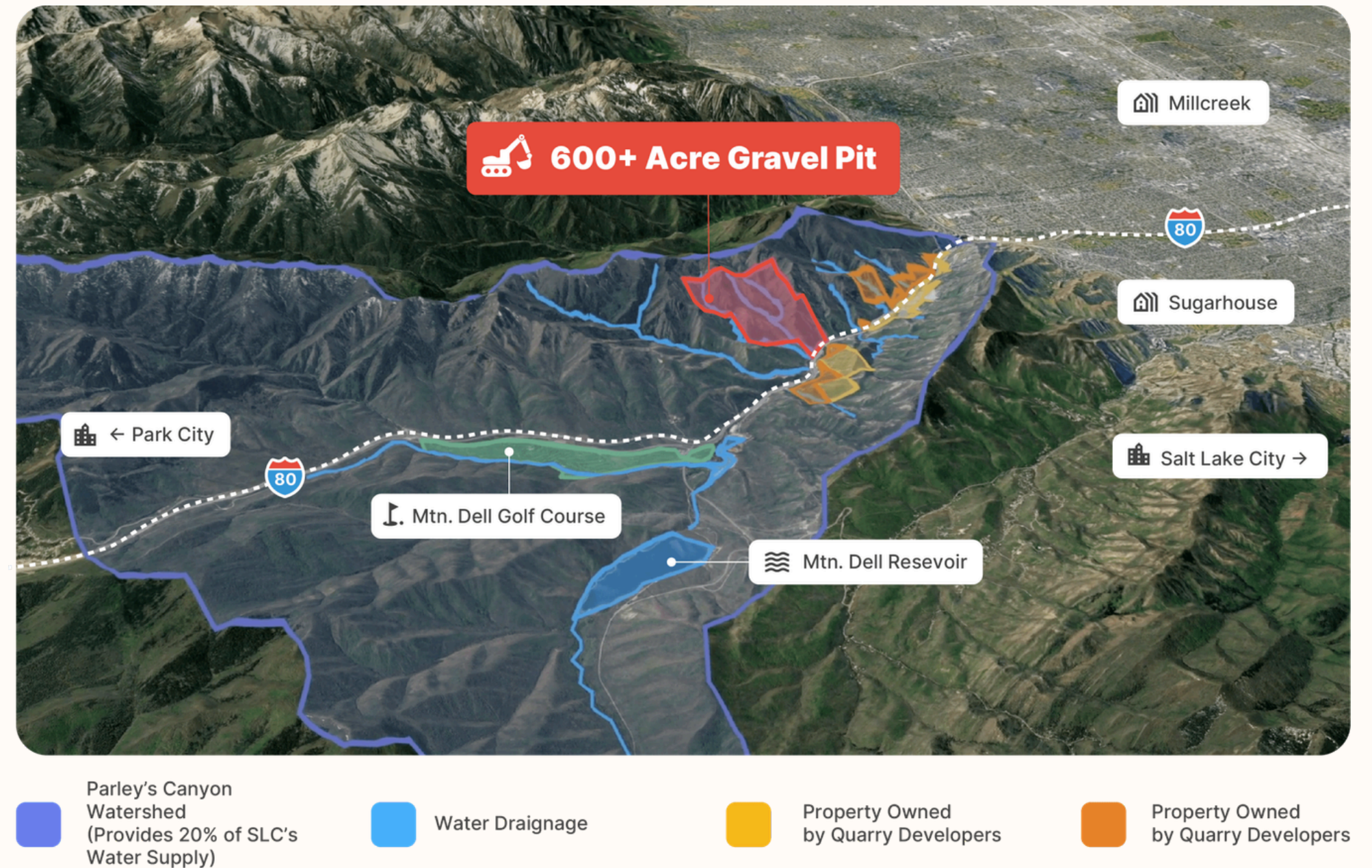
The Goal:

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

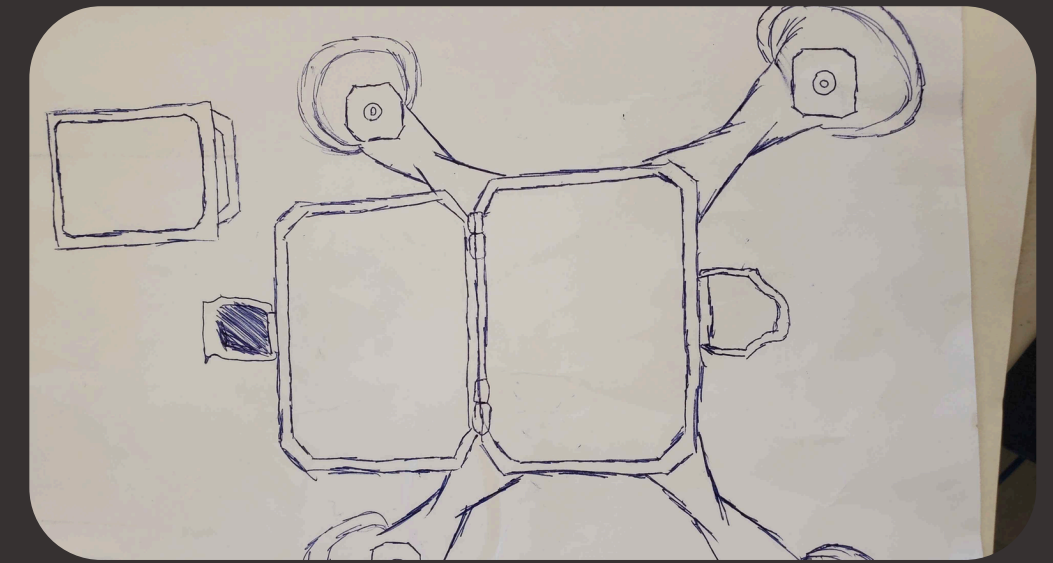
The air quality near Rick and Sue's home is worrisome due to the active Parleys Canyon Mine, which releases particles that can trigger asthma. The nearest air quality sensor is 6.5 miles away, located in a city not affected by the mine, making it difficult to assess the true air quality impact in their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



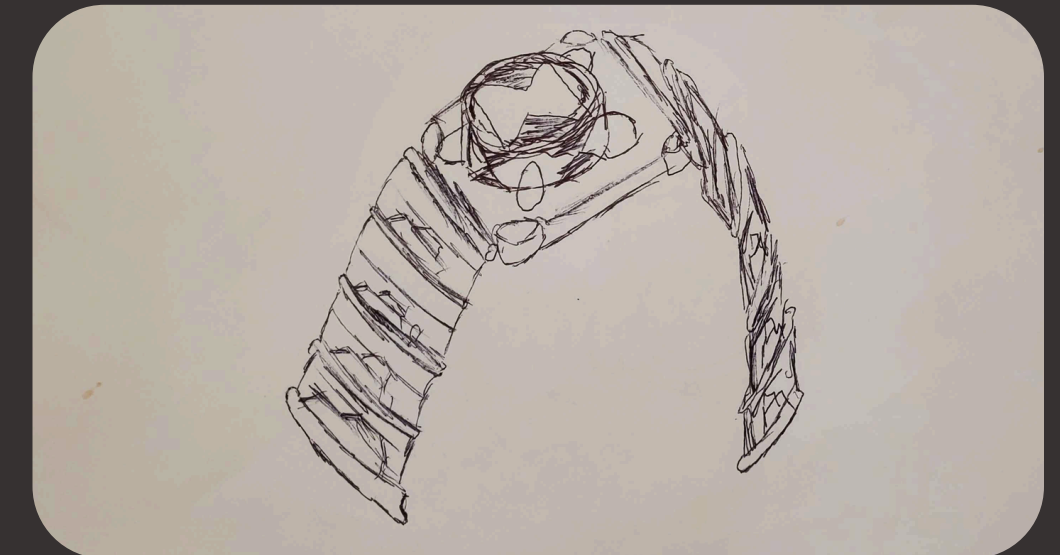
OUR SOLUTION: A SUSTAINABLE APPROACH

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.

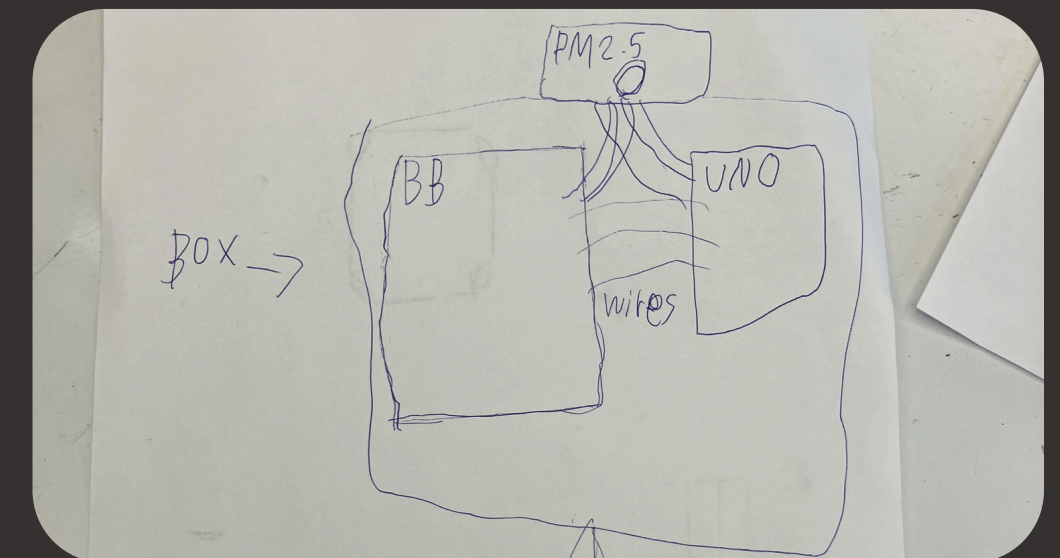
Our product offers a more **accessible sensor** for neighbors, empowering them to collect data that can be presented to the city. This way, they can **advocate** for themselves and bring attention to their needs.



A DRONE

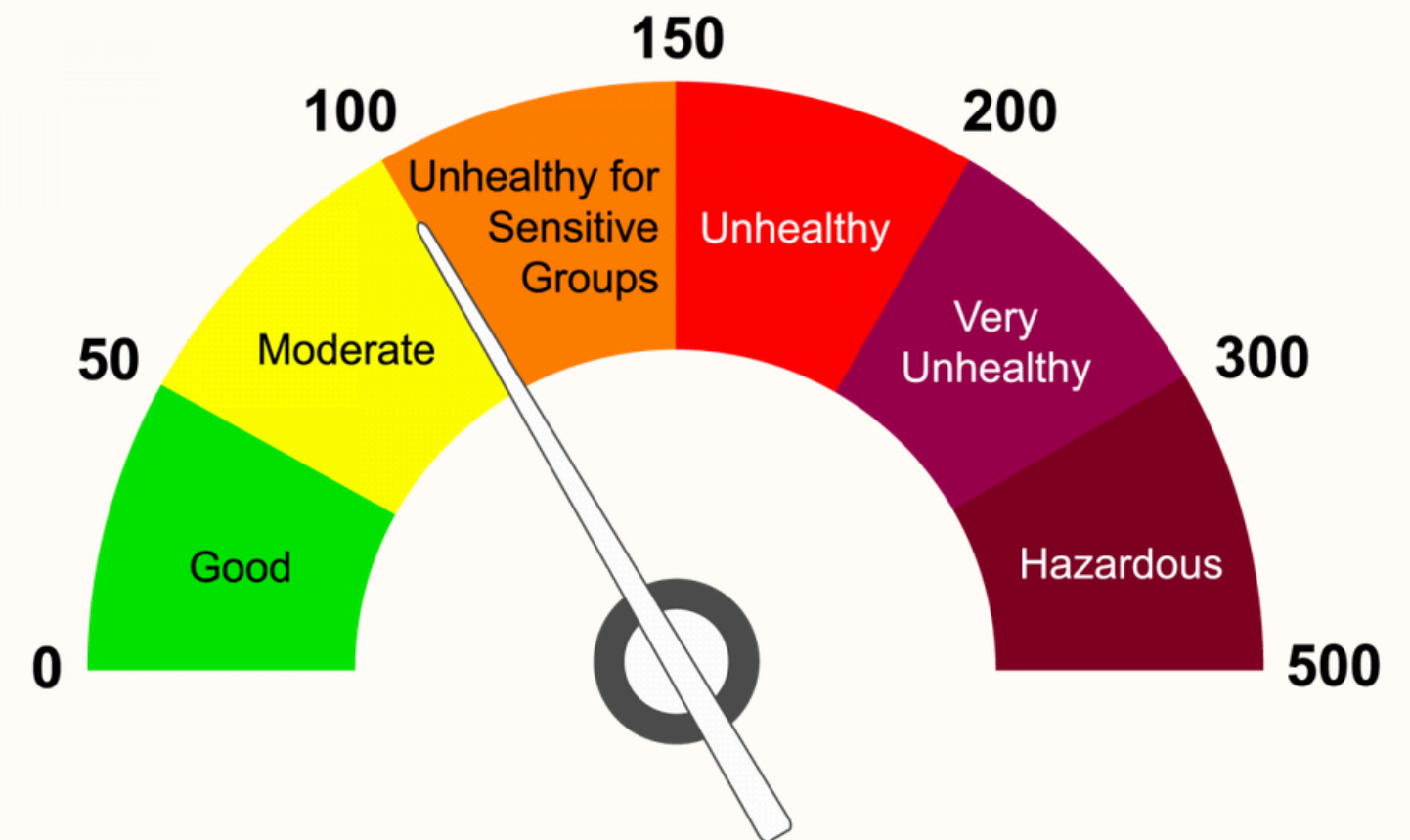


A WEARABLE WATCH



A BOX TRIPOD

THE SMOGINATOR



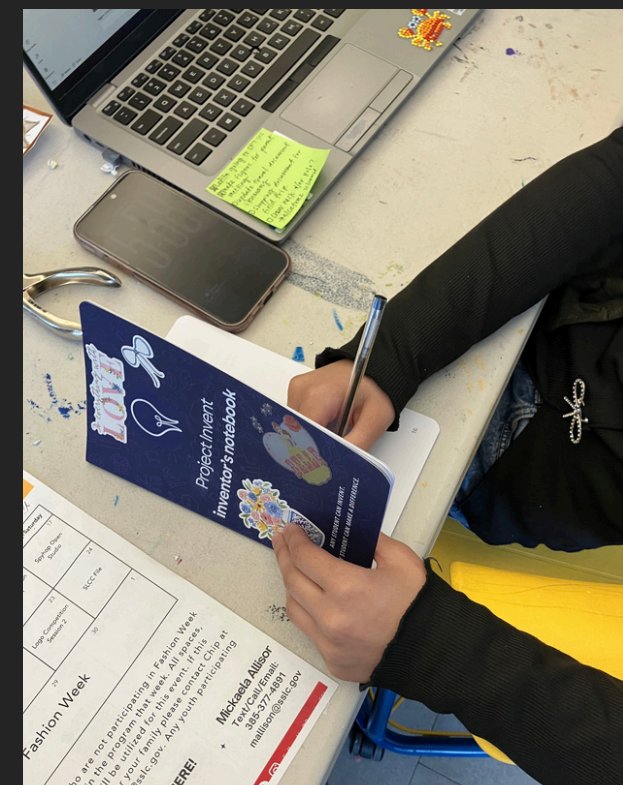
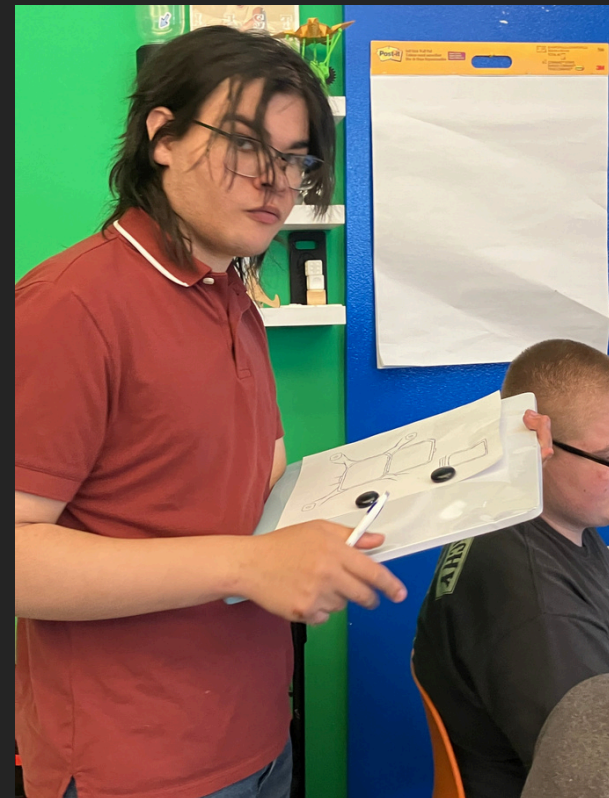
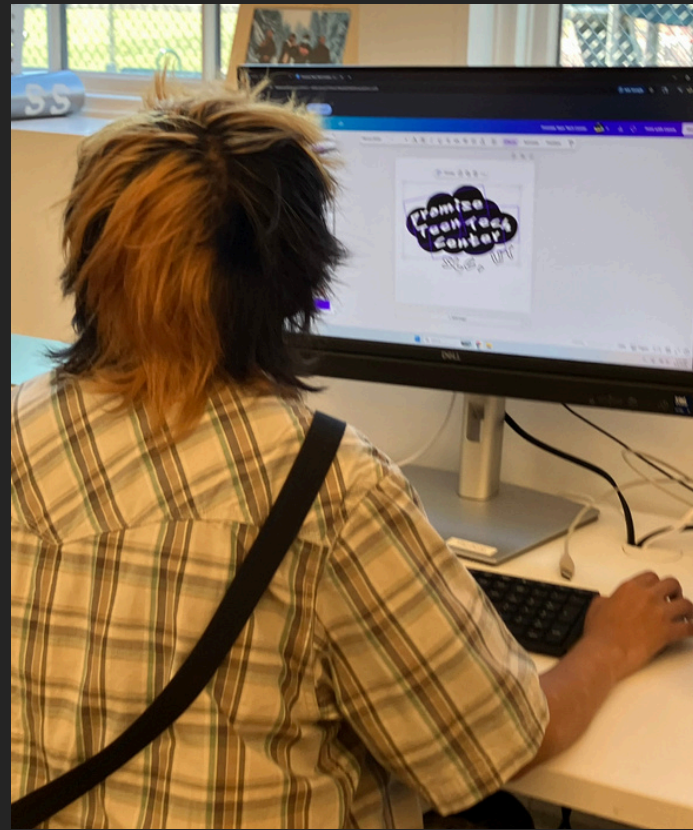


WHO IS IT FOR? WHO WILL IT BENEFIT?

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



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, Mayor

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]
//////



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. R2026-12

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 27th
day of May 2026.

BY THE CITY COUNCIL:

Sharla Bynum

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Glad yes
Thomas yes
Bynum yes
Mitchell yes
Jones no
deWolfe yes
Williams yes



ATTEST:

Ariel Andrus

Ariel Andrus, City Recorder

County Contract No. _____
DA Log No. 26CIV000346

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 **Helen Schroeder** _____
Deputy District Attorney

Digitally signed by Helen Schroeder
Date: 2026.03.20 12:51:37 -06'00'

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

SOUTH SALT LAKE

By Cherie Wood
Cherie Wood
Name: _____
Title: Mayor
Dated: Jun 01 2026, 2026

Attest:

Ariel Andrus
Ariel Andrus, City Recorder
Date signed: Jun 01 2026

Approved as to Form and Legality:

CITY ATTORNEY
By Josh Collins
Josh Collins
Name: _____
Dated: May 29 2026, 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

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Additional Contacts

abiamont@sslc.gov

City of South Salt Lake

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

Mayor

Cherie Wood
mayor@sslc.gov

Telephone 8014646757
Fax
Web 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

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: shaury@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	

Document Details

Title	SLCO-Reimbursement Agmt-Neighborhoods-TRCC Grant Funding for Water Tower Plaza Approved by CC Res 2026-12-2026
File Name	SLCO-Reimbursement Agmt-Neighborhoods-TRCC Grant Funding for Water Tower Plaza Approved by CC Res 20
Document ID	853a2d40be364a029725f25d6e3c2412
Fingerprint	ebef942ce1e3abfa93b8bb76f44beb4b
Status	Completed

Document History

Document Created	Document Created by Sara Ramirez (sramirez@sslc.gov) Fingerprint: da816097f58e248ccf819a213445b1ae	May 28 2026 04:59PM America/Denver
Document Sent	Document Sent to Josh Collins (jcollins@sslc.gov)	May 28 2026 04:59PM America/Denver
Document Viewed	Document Viewed by Josh Collins (jcollins@sslc.gov) IP: 4.53.43.146	May 29 2026 07:41AM America/Denver
Document Signed	Document Signed by Josh Collins (jcollins@sslc.gov) IP: 4.53.43.146 	May 29 2026 07:41AM America/Denver
Document Sent	Document Sent to Cherie Wood (cwood@sslc.gov)	May 29 2026 07:41AM America/Denver
Document Viewed	Document Viewed by Cherie Wood (cwood@sslc.gov) IP: 104.28.49.80	Jun 01 2026 11:49AM America/Denver
Document Signed	Document Signed by Cherie Wood (cwood@sslc.gov) IP: 104.28.49.80 	Jun 01 2026 11:49AM America/Denver

Document Sent	Document Sent to Ariel Andrus (aandrus@sslc.gov)	Jun 01 2026 11:49AM America/Denver
Document Viewed	Document Viewed by Ariel Andrus (aandrus@sslc.gov) IP: 4.53.43.146	Jun 01 2026 01:30PM America/Denver
Document Signed	Document Signed by Ariel Andrus (aandrus@sslc.gov) IP: 4.53.43.146 	Jun 01 2026 01:30PM America/Denver
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RESOLUTION NO. R2026-13

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 27th
day of May 2026.

BY THE CITY COUNCIL:



Sharla Bynum, Council Chair

City Council Vote as Recorded:

Glad yes

Thomas yes

Bynum yes

Mitchell yes

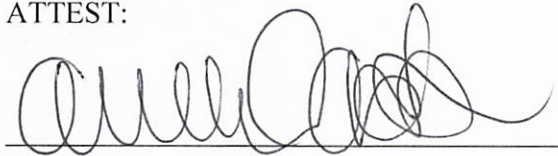
Jones yes

deWolfe yes

Williams yes



ATTEST:



Ariel Andrus, City Recorder

		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:		
☐ The procurement process on Bid /RFP # _____		
☐ The procurement process on Requisition # _____FY _____		
☐ Pre-approved sole source (approval attached)_____		
☐ Agency grant, land purchase, DAS-Purchasing delegation		
☒ Contract with other state agency or political subdivision		
☐ Under \$5,000 (total amount for contract period)		
☐ Agency exemption from DAS-purchasing approval LPD169		
☐ 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
(mm/dd/yy) (mm/dd/yy)

5. Authorized Amount: \$ 45,000

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 ☒	Federal, State or Local Government
		CU ☐	College or University
		NP ☐	Non-Profit Corporation
		CC ☐	For-Profit Corporation
		OT ☐	Other
DEPARTMENT OF NATURAL RESOURCES INFORMATION:		NAME OF CONTRACT: _____	
Division: <u>FORESTRY, FIRE, & STATE LANDS</u>		Name of Contractor: _____	
Office: _____		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)

Cherie Wood Jun 01 2026

Signature

Date

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

Signature

Date

ATTEST
(City Recorder)

Ariel Andrus

Signature

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

Signature

Date

APPROVE AS TO FORM
(Deputy City Attorney)

Brie Brass

Signature

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,

A handwritten signature in black ink that reads "Eric McCulley".

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

Document Details

Title	UT State Division of Forestry Fire State Lands-Cooperative Agmt-Neighborhoods-Grant Funding for Oxbow Trail Invasive Vegetation Removal-CC Approved Res 2026-13-2026
File Name	UT State Division of Forestry Fire State Lands-Cooperative Agmt-Neighborhoods-Grant Funding for Oxbo
Document ID	fe152193a94c4b26a021a4eb43dcba37
Fingerprint	7ecb9fcfd169535ce3f69698ff174942
Status	Completed

Document History

Document Created	Document Created by Sara Ramirez (sramirez@sslc.gov) Fingerprint: c075ac6200a98b66db5a21ad97aed387	May 29 2026 04:28PM America/Denver
Document Sent	Document Sent to Brie Brass (bbrass@sslc.gov)	May 29 2026 04:28PM America/Denver
Document Viewed	Document Viewed by Brie Brass (bbrass@sslc.gov) IP: 4.53.43.146	Jun 01 2026 08:53AM America/Denver
Document Signed	Document Signed by Brie Brass (bbrass@sslc.gov) IP: 4.53.43.146 	Jun 01 2026 08:53AM America/Denver
Document Sent	Document Sent to Cherie Wood (cwood@sslc.gov)	Jun 01 2026 08:53AM America/Denver
Document Viewed	Document Viewed by Cherie Wood (cwood@sslc.gov) IP: 104.28.49.80	Jun 01 2026 11:54AM America/Denver
Document Signed	Document Signed by Cherie Wood (cwood@sslc.gov) IP: 104.28.49.80 	Jun 01 2026 11:54AM America/Denver

Document Sent	Document Sent to Ariel Andrus (aandrus@sslc.gov)	Jun 01 2026 11:54AM America/Denver
Document Viewed	Document Viewed by Ariel Andrus (aandrus@sslc.gov) IP: 4.53.43.146	Jun 01 2026 01:30PM America/Denver
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ORDINANCE NO. 2026-12

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 27th day of May 2026.

BY THE CITY COUNCIL:

Sharla Bynum
Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus
Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	<u>yes</u>
deWolfe	<u>yes</u>
Glad	<u>yes</u>
Jones	<u>yes</u>
Mitchell	<u>yes</u>
Thomas	<u>yes</u>
Williams	<u>yes</u>



Transmitted to the Mayor's office on this 29th day of May 2026.

Ariel Andrus
Ariel Andrus, City Recorder

MAYOR'S ACTION: Approve

Dated this 1st day of June 2026.

Cherie Wood
Cherie Wood, Mayor

ATTEST:

Ariel Andrus
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.

...

FY27 Budget Questions #1

Joy Glad

Corey Thomas

Sharla Bynum

Nick Mitchell

Irvin Jones

Ray deWolfe

Clarissa Williams

Answers Collected:

- (1) Can we have a current police staffing document and org chart? Sharla Bynum
 - See Orgchart below
- (2) What specific positions are being added with tax increase to PSSF? Sharla Bynum
 - None
- (4) What will the total Headcount be (both FT and PT) in the Communications Department? Ray deWolfe
 - Currently 2 FT - Proposed 1 additional FT (only proposed position in FY 26-27 proposed budget)
- (5) Why do Employee Benefits not trend alongside Employee Salaries? It seems in some departments the total cost of Benefits go down and in other departments they go up? Ray deWolfe
 - We reconciled budgets during the budget process. Salaries and benefits where possibly subject to a creep effect that had caused them to no longer be accurate and we could not just add a certain percentage to each. Salaries and benefits are based on current employee or highest replacement cost, for instance family coverage, if vacant. They always fluctuate independently of each other depending on the situation.
- (6) What is the percentage increase for COLA and Merit? Will part-time employees receive COLA/Merit? Will employees receive both? Or, is there a performance requirement to receive a merit? Ray deWolfe
 - The Mayor has proposed a 3% COLA and a 3%/4% step increase (3% for public employees, 4% for sworn police and fire). Yes, the part-time employees (not grant funded/Promise) would receive both a COLA and a merit, unless the council decides otherwise. Yes, all other employees (excluding temporary/seasonal) will receive both the COLA and the merit. The only performance requirement currently is that they cannot be on a disciplinary plan (i.e. PIP due to poor performance, etc.)
 - Redlines are included. This means that any employees who are at the top of their step in their pay grade would also be eligible and receive their merit in a one time payment at the start of the fiscal year.
- (7) General Fund: Why are Current Sales Taxes so under budget (\$9,397), and projected to be \$520K when historically they've been over \$2.5 Million? Ray deWolfe
 - More sales tax was allocated to the Public Safety Service Fund (Fund 20) and Capital Improvements Fund (Fund 40) in 2025-2026 than in prior year.
- (8) Public Safety Service Fund: Why were the Sales Taxes down 24-25, down for the current year, and then projected to go up to \$9.5 million? Ray deWolfe
 - More sales tax was allocated to the Public Safety Service Fund (Fund 20) Fund 20 and Capital Improvements Fund (Fund 40) in 2025-2026 than in prior year.
- (9) Public Safety Service Fund: Why are the Property Taxes - Currently projected to be lower in the Future Year budget (3.8million), but we budgeted and accounted for more in the current year (5million and 5.5million)? Ray deWolfe
 - Increase in general property tax allocated to the General Fund in 2025-2026.

- (10) Is there a plan if the tax increase isn't approved? Corey Thomas
 - Layoffs, no raises (COLA/Merit), reduction in services.
- (11) Are we buying a new K9 dog? What is the \$12,000 for Canine Corps Expenses (in Homeless Strategies Dept) Corey Thomas
 - The city already has a K9, this line item is used to pay for boarding, food, vet bills, training etc.. Authorized to receive reimbursement through homeless mitigation funding.
- (12) Why are Homeless strategies department employee benefits \$1,260,000 but the salary line is \$100,000. Why is the total of that department \$2,510,000? How many employees are paid out of this department? Why are the benefits so high with a low salary cost? Corey Thomas
 - Total Homeless Strategies salaries are \$2.6M. Admin salaries are \$100,000.

Category II (1 position):

- Salary: \$90,909
- Benefits: \$33,136 (36.45% of salary)
- Category II total: \$124,045

Category III (the 11 sworn officers and 12 Fire/EMS combined):

- Salaries: \$2,451,063
- Benefits: \$864,049.46 (full benefits of \$56,698.81 per officer × 23, reduced by 33.74% to fit the appropriation)
- Category III total: \$3,331,112.46
- Police (11 HRO): \$1,295,140 salary / \$465,161 benefits
- Fire/EMS (12): \$1,246,830 salary / \$432,025 benefits
- Overtime: \$100,000 (which is what they MAY be referencing)

Grand total submitted: \$3,455,157.46

- (13) Is street lighting planned for 900 W and between 3300-3700 S by UTA? If not this year, is it on the street lighting plan for a specific year?
 - The plan is to ask Rocky Mountain Power to install streetlights on their current power poles along this corridor. RMP absorbs or gives us a "credit" towards street lights, so there is no upfront cost for us. Our monthly bill just increases.
- (14) Which departments currently have open Headcount that aren't backfilling because of a Hiring Freeze? How many per department? Is the Hiring Freeze intended to be full the full budget year? Is it possible to get a list of the positions for each department? Ray deWolfe
 - See below.
- (15) What Subscriptions and Memberships are increasing in the City Council budget? The budget goes from 22K to 58K. Ray deWolfe
 - That line item accounts for the ULCT yearly dues totaling \$35,666.58. We used to split that cost between the admin budget and the council budget.
- (16) Why was \$13,035 overspent on subscriptions in Administration in this current budget? Corey Thomas
 - Previously Health Equity fees were charged to this account. These will be charged to each department's benefits budget moving forward.
 - Some of the items charged to this account include; part of the ULCT membership fees, \$18,129.15 (moving to city council next budget), LinkedIn learning (HR, training & professional development for all city staff), Job Match, (HR), Technology Net LLC., (HR),

JJ Keller & Associates, (EE Training), motor vehicle/citation, (HR), Notary (City Recorder), GFOA (Finance).

- (17) Information Technology: why is Equipment Acquisition increasing \$48,000 (what is that equipment we are getting?) Corey Thomas
 - With the move of IT to the 3rd floor this year this is for the 3rd floor IT desks, cubicles, kiosks, shelving etc. for the space. This is a one-year event.
- (18) Why is the City Attorney Subscription/memberships going from current budget \$6,000 to \$23,000 next budget? Corey Thomas
 - See response to next question
- (19) What conference is the City Attorney going to? The current budget is \$1,000 but it is increasing to \$23,000 the future budget. Corey Thomas
 - **10-47-211-00 (LAW LIBRARY)** is being eliminated and combined with **10-47-210-00 (SUBSCRIPTIONS AND MEMBERSHIPS)**.
 - In FY 25-26 **10-47-211-00 (LAW LIBRARY)** had \$25,000 allotted and **10-47-210-00 (SUBSCRIPTIONS AND MEMBERSHIPS)** had \$6,000 allotted. The total between these two GLs was previously \$31,000.
 - **10-47-210-00 (SUBSCRIPTIONS AND MEMBERSHIPS)** is receiving the funds from **10-47-211-00 (LAW LIBRARY)** and will now only have \$23,000 allotted. That is a reduction of \$8,000.
 - **10-47-233-00 (TRAINING)** is being reduced and mostly combined with **10-47-237-00 (CONVENTIONS AND CONFERENCES)**.
 - In FY 25-26 **10-47-233-00 (TRAINING)** had \$15,000 allotted and **10-47-237-00** had \$1,000 allotted. The total between these two GLs was previously \$16,000.
 - **10-47-237-00 (CONVENTIONS AND CONFERENCES)** is receiving the funds from **10-47-233-00 (TRAINING)** and will now have \$23,000 allotted. **10-47-233-00 (CONVENTIONS AND CONFERENCES)** will have \$2,000 allotted.
 - The change isn't about a specific conference that the city attorney is attending. Nor is it about a conference being attended by anyone in the attorney's office. Rather it is an attempt to allocate funds in a more transparent way. The previous allocation was based on a mostly outdated method of allotting funds in the law library GL (10-47-211-00) based on a physical law library, which functionally doesn't exist in the current office (yes, we have physical books, but we don't have a library like we used to). Instead, access to most of the research materials we need is online through a legal research site. We currently use LexisNexis. Previous to this year we used Westlaw. The switch to Lexis saved the City approximately \$1,200/month. I didn't see a need to separate funds in that way any longer. As far as the other two GLs are concerned it was a similar approach of ensuring that we in the attorneys office knew what GL should be used for what purchase. It seemed a distinction without a difference to have a GL for Training and a GL for conventions and conferences. The point of going to a convention or a conference is for training. All of the conferences we attend are to maintain requisite continuing legal education credits.
- (20) Pg 2 Planning fees - The charges are doubling. How and who is this money being divided? Joy Glad
 - The fees are staying the same.
 - Per the chart below comparing FY 26 and FY 27, we expect to receive \$4.7M in building permit revenue in FY 26, and project a significant reduction to \$2.6 M in FY 27 (FY 26 included the Blaser, Utopia and aQui Apartments). In FY 26, we overestimated Permit

Cost revenue and underestimated Building Plan Check fees. Despite being significantly lower, we think the projections for FY27 will be more accurate from an accounting standpoint.

Building Permit Revenue	FY 26	FY 27
Building Plan Check Fees	\$500,000	\$1,000,000
Building Permit Cost	\$4,200,000	\$1,600,000
total	\$4,700,000	\$2,600,000

- Building and planning fees are received as revenues into the general fund, they are not divided or received into individual departments' budgets. So the City is receiving the funds and the Mayor/Council decide how to divide it.
- (21) Pg 3- Salaries for IT are going up. 25/26 is under budget, Is there a new hire? Joy Glad
 - FY 25-26 875,00, FY 26-27 700,000 actually going down. There are still two months of salaries that have not been posted.
- (22) Pg 3- Admin - General Advertise and Operating - New Line item for \$22k. What are we advertising? Joy Glad
 - Should be \$4,000 - Promise foundation print materials
- (23) Pg 4 - communications - how many employees in this department? Joy Glad
 - **Previously asked & addressed above.** Currently 2 FT - Proposed 1 additional FT (only proposed position in FY 26-27 proposed budget)
- (24) G 5- City Hall - Why is there no money for custodial supplies? Is it a different L.I. And I missed it? Joy Glad
 - Yes, this has been moved to the Facilities budget – 10-50-241-00. All buildings have been combined.
- (25) Pg 7 - PW - APWA Accreditation - \$5700 in 25/26 - Why 3 times that for 26/27? It's a 4-year cert cycle. I know money needs to be spent on annual information and upkeep, but this looks like it's only year 2. Joy Glad
 - 10-61-320-00 APWA ACCREDITATION
 - Our current budget is \$18,000 and we have spent \$5,687 year-to-date. This year's budget was for the application and miscellaneous training/supplies. Our current budget request is \$16K, a decrease of \$2K. We anticipated using this to send a few people to the APWA conference for additional training sessions.
- (26) Pg 33- Operating Expenses - going up 7x (50K to 350K) the budget from 25/26 - while only using \$2k Joy Glad
 - 56-70-260-00 COLLECTION SYSTEM MAINTENANCE FY 25-26 YTD: 2,049, FY 25-26 Budget: 50,000, FY26-27 Proposed Budget: 350,000
 - We budget \$50K annually for system maintenance. We utilize the entire amount some years and less in others, but the funds remain in the stormwater fund. We still have two months in this budget and we anticipate a few more expenses. Next year, the requested increase is for hiring a company to inspect and assess the pipe conditions in the system. Once this is complete we can plan the necessary system repairs.
- (27) What are Pop Ups in the Park and Community Center Exhibitions? \$10,00 for each item. Corey Thomas
 - *Pop-Ups* in parks would be temporary installations or one-night gatherings with performing arts organizations to encourage that community gathering.

- i. Imagine this: [SB DANCE's Curbside Theater](#) performing at Fitts Park. First Friday Concerts outside at Bickly Park with [Michelle Moonshine](#) and having The Gems (the teen tech center musicians) opening for her.
 - ii. Other cities that do this well: [Millcreek - Sound Bites](#)
- Community Center Exhibitions:
 - i. A plan for quarterly exhibitions and opening receptions
 - ii. Implement quarterly art exhibitions and opening receptions at the Community Center.
 - iii. Venue: South Salt Lake Community Center Atrium
 - iv. Space: Approximately 36 sq feet of dedicated exhibition wall/floor space on the both the north and south walls on the north end of the Co-Op atrium
 - v. Purpose:
 - Provide local artists with a platform to display and sell their work.
 - Increase accessibility to art appreciation by featuring high-quality, local artwork in a high-traffic civic space.
- (28) Community Arts Classes (pg 17) \$60,000 was allocated this current budget but we only spent \$26,561? Do we not have enough public interest? Corey Thomas
 - Over the past year we offered approximately 40 paid, registered classes with about 470 participants
 - We also offer the Creative Aging Class which is a free, drop-in class held once a week (no registration required). Between 11 and 15 people attend each class.
 - Although I'm unsure of the reasoning for the budget spike from 2025 to 2026, I do know that before hiring an Executive Director, art classes were the Programming Coordinator's full-time position. It's possible that before my role, the expectation was that they would teach more classes in South Salt Lake.
 - That being said, the current method of running and presenting classes places a significant (operational) burden on a small team focused on growing the arts in South Salt Lake. This is also why we considered it in the Budget. Arts has compiled a new, more efficient, and less costly way to run and operate classes for the city.
- (29) PD Budget: What is Liquor Law Enforcement? Corey Thomas
 - Liquor Law Enforcement is money we receive from the State to enforce alcohol-related laws such as DUI shifts, underage alcohol stings etc.
 - From Joy - Revenue 2024 \$80K, Revenue 2025 \$92K, Revenue 2026 \$76K
- (30) Why are PD employee benefit cost going down \$800,000 for the future budget? Corey Thomas
 - **Previously asked & addressed above.** We reconciled budgets during the budget process. Salaries and benefits were possibly subject to a creep effect that had caused them to no longer be accurate and we could not just add a certain percentage to each. Salaries and benefits are based on current employee or highest replacement cost, for instance family coverage, if vacant. They always fluctuate independently of each other depending on the situation.
- 40-80-716-00: FIRE STATION IMPROVEMENTS
 - \$1.5 million was allocated in 2025-2026, is this for station #43? And has the construction/remodel been completed? As this shows no balance for 2026-2027. Clarissa Williams
 - 5.3 million cost cut from capital budget
- COMMUNICATIONS:

1.) It appears this is a new department overall, how many employees will be located under this budget?

2.) Are employees transferring from one department to another? Clarissa Williams

- 1.) **Previously asked & addressed above.** Currently 2 FT - Proposed 1 additional FT (only proposed position in FY 26-27 proposed budget)
- 2.) Yes, Neighborhoods

- **CAPITAL EXPENDITURES:**

40-80-756-01: PUBLIC SAFETY SOFTWARE - SCOTT

There is no fee for the coming budget year, has this software been implemented? If yes, is there a contract agreement built into the cost that will cover any issues should they arise? Clarissa Williams

- 40-80-756-01 is for new software, and there is no new software currently planned for Police in 2026/27.

- **40-80-757-01: FIRE EQUIPMENT:**

What specific fire equipments are being upgraded? Clarissa Williams

- New gurney and stair chair for the new reserve ambulance
- Preventative maintenance plan on all existing ambulance gurneys and stair chairs
- SCBA test bench to replace antiquated equipment
- Battery and strut replacement and upgrade for existing extrication equipment
- Sleeping mattresses for Fire Stations 41 and 42.
- Annual fire hose replacement
- PPE lockers

- **40-80-757-05: FIRE VEHICLE**

What type of vehicle is being purchased? Or does this cost cover ones already purchased? Clarissa Williams

- Vehicle on order (Lease for the pumper and reserve ambulance was ordered last year). New Toyota Tacoma to replace the Deputy Fire Chief's vehicle.

- **WATER UTILITY FUND: CAPITAL EXPENDITURES:**

51-80-732-50:

Is this new line item to manage the tanks on Park avenue? Clarissa Williams

- Yes this is a new GL. We want to track our capital projects separately. This amount covers the south boundary fence and some work in the vaults at the 1300 E tanks.

- **SEWER UTILITY:**

52-80-752-00: SCADA UPGRADE

When was the last time this was upgraded? How frequently does the upgrade happen? Clarissa Williams

- The last major update and maintenance to the system was in 2015. Since then no routine maintenance or updates have been done on the sewer side. That said, it is outdated and not working as it should. Furthermore, we are not getting the information we need to maintain the pump stations and their equipment. We should be doing a little upgrade each year.
- On a side note, we have created SCADA GL in water, wastewater, and stormwater. This is a very important system, and we need to focus on maintaining it and accounting for it separately from general maintenance.

- **OVERALL:** With the cost of fuel, will we expect to see budget amendments for the increasing cost? Or has this already been projected? This would include all departments. Clarissa Williams

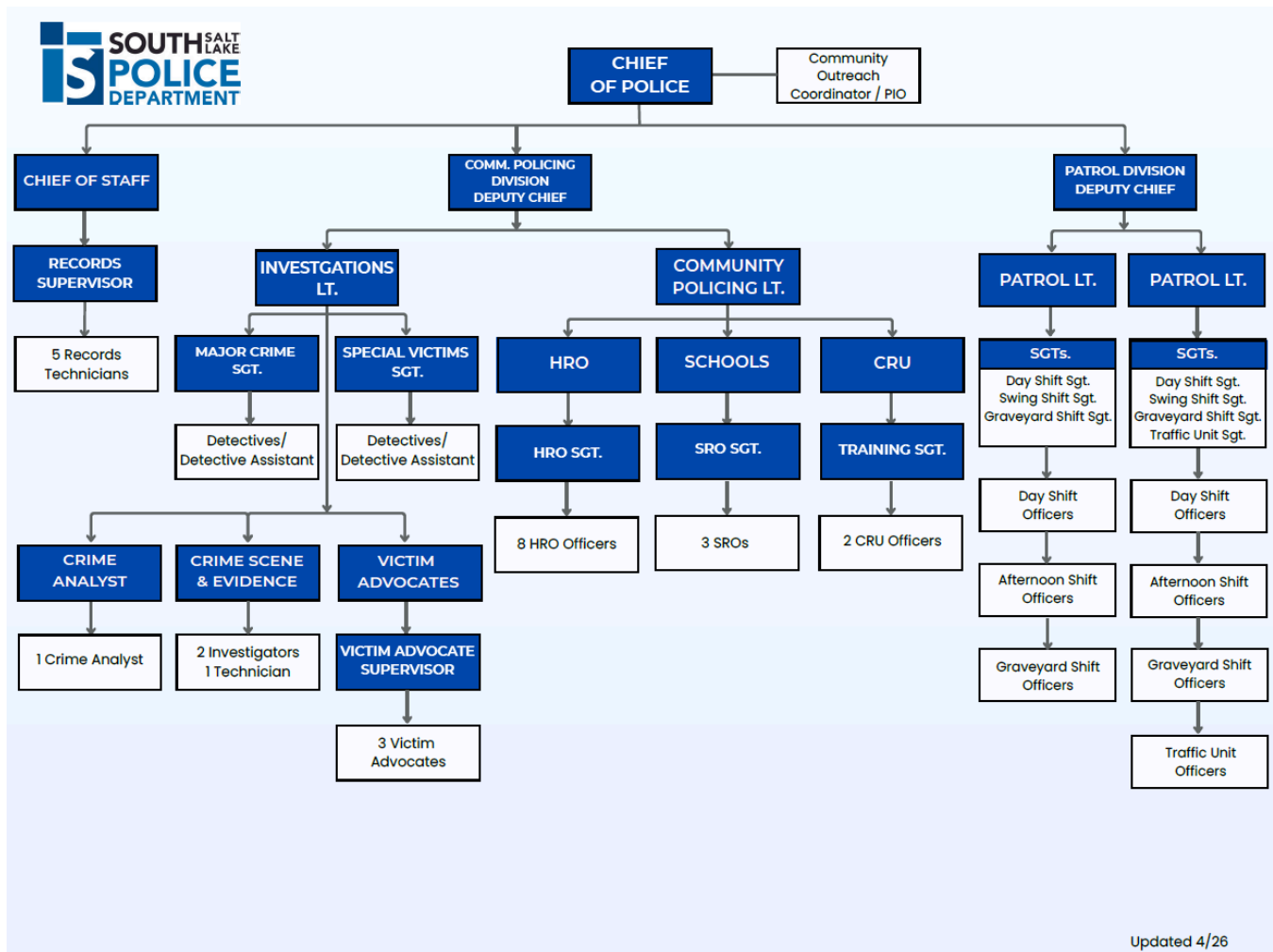
- While we have forecasted and estimated fuel costs as accurately as possible for the current budget, we may present budget amendments for council approval if gas prices continue to rise beyond our projections.

Questions in Progress:

- (3) What projected funding would be available if we just did Truth in Taxation to capture new property? Sharla Bynum
 - In progress with Joy
- Last 5 years of proposed fund balance versus actuals.
 - In progress with Joy

Attachments:

- (1) Can we have a current police staffing document and org chart? Sharla Bynum



- (14) Which departments currently have open Headcount that aren't backfilling because of a Hiring Freeze? How many per department? Is the Hiring Freeze intended to be full the full budget year? Is it possible to get a list of the positions for each department? Ray deWolfe

Current Open Positions - As of May 27th:

The following positions were open or placed on hold during the budget process/hiring freeze.

Attorney

- 1 x Prosecutor (FT)

Fire Department

- 2 x Fire Fighter (FT)

Finance

- 1 x Director of Finance (FT) | Vacant since March 27, 2026
- 1 x Accounts Receivable Supervisor (FT) | Vacant since September 2025

Economic Development

- 1 x Senior Administrative Assistant (FT)

Neighborhoods

- 1 x Deputy Director (FT) | Vacant since April 8
- 1 x Grounds Maintenance (Seasonal) | Vacant since July 2025

Public Works

- 2 x Water Operator (Seasonal) | Open for one month
- 1 x Wastewater Operator (FT) | Open for two months

Police Department

- 1 x Deputy Chief (FT) | Open since mid-Feb
- 1 x Lieutenant (FT) | Open since mid-May
- 4 x Officers (FT) | Open 74 of 78 staffed

Recreation

- 2 x Sports Officials (PT)

IT

- 1 x Specialist (FT)

Positions Eliminated (not planned to hire in FY 26-27):

Three positions have been eliminated from the future budget.

Economic Development

- 1 x Senior Administrative Assistant (FT)

Neighborhoods

- 1 x Grounds Maintenance (Seasonal) | Vacant since July 2025

IT

- 1 x Specialist (FT)

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 27th day of May, 2026.

BY THE CITY COUNCIL:

Sharla Bynum
Sharla Bynum, Council Chair

ATTEST: Ariel Andrus
Ariel Andrus, City Recorder

City Council Vote as Recorded:

Jones	<u>yes</u>
Thomas	<u>no</u>
Bynum	<u>yes</u>
Mitchell	<u>no</u>
Glad	<u>yes</u>
deWolfe	<u>no</u>
Williams	<u>yes</u>



Transmitted to the Mayor's office on this 29th day of May, 2026.

Ariel Andrus
Ariel Andrus, City Recorder

MAYOR'S ACTION: Approve

Dated this 1st day of June, 2026.

Cherie Wood
Cherie Wood, Mayor

ATTEST: Ariel Andrus
Ariel Andrus, City Recorder

Exhibit A:

3.11.100 Utilities.

G. Transportation Utility Fee.

[illegible]

ORDINANCE NO. 2026- 11

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 27th day of May, 2026.

BY THE CITY COUNCIL:

Sharla Bynum
Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus
Ariel Andrus, City Recorder

City Council Vote as Recorded:

Glad	<u>yes</u>
Thomas	<u>no</u>
Bynum	<u>yes</u>
Mitchell	<u>no</u>
Jones	<u>yes</u>
deWolfe	<u>no</u>
Williams	<u>yes</u>



Transmitted to the Mayor's office on this 29th day of May, 2026.

Ariel Andrus
Ariel Andrus, City Recorder

MAYOR'S ACTION: Approve

Dated this 1st day of June, 2026.

Cherie Wood
Cherie Wood, Mayor

ATTEST:

Ariel Andrus
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 axle 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.

**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	<u>yes</u>
Glad	<u>no</u>
Jones	<u>no</u>
Mitchell	<u>yes</u>
deWolfe	<u>yes</u>
Thomas	<u>yes</u>
Williams	<u>no</u>



ATTEST:


Ariel Andrus, City Recorder