



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

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, February 28, 2018** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible.

Conducting: Sharla Beverly, District 3
Council Chair: Ben Pender
Sergeant at Arms: Amanda Gencarella

CITY COUNCIL

BEN PENDER
COREY THOMAS
SHARLA BEVERLY
PORTIA MILA
SHANE SIWIK
MARK KINDRED
RAY DEWOLFE

220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE CITY
UTAH
84115
P 801.483.6027
F 801.464.6770
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**CHERIE WOOD
MAYOR**

220 E MORRIS AVE
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P 801.464.6757
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Opening Ceremonies

- | | |
|--|----------------|
| 1. Welcome/Introductions | Sharla Beverly |
| 2. Serious Moment of Reflection/Pledge of Allegiance | Shane Siwik |

Approval of Minutes

February 7, 2018 Regular Meeting

No Action Comments

- | | |
|--|---------------|
| 1. Scheduling | City Recorder |
| 2. Citizen 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. Council Attorney Comments | |
| 7. Information Item – Update on Pioneer Craft House | Katy Steffey |

Action Items

Appointments by the Mayor

Unfinished Business

- | | |
|---|------------|
| 1. Appointment to Jordan River Commission Board | Ben Pender |
| 2. Appointment to Municipal Councils Board | Ben Pender |

New Business

- | | |
|--|----------------|
| 1. A Resolution of The City of South Salt Lake City Council Appointing Temporary Judges to the Justice Court | Judge Anderson |
| 2. An Ordinance of the City of South Salt Lake City Council amending the East Street Car form based code to allow for an increase in the number of signs length for projecting wall signs. | Mayor Wood |

Motion for Closed Meeting

Closed meeting held pursuant to Utah Code Annotated, 1953, as amended, Sec. 52-4-204, Sec. 52-4-205 (1) (d) and (e), et seq. for the following purposes: Strategy Session to discuss the sale, purchase, exchange or lease of real property

See Page Two for Continuation of Agenda

Adjourn

Posted February 27, 2018

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

Those needing auxiliary communicative aids or other services for this meeting should contact Craig Burton at 801-483-6027, giving at least 24 hours' notice.

Citizen Comments/Question Policy

Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business. When a member of the audience addresses the Council and/or Mayor, he or she will come to the podium and state his or her name and address. Citizens will be asked to limit their remarks/questions to five (5) minutes each. In meetings during which numerous individuals wish to comment, the time for all citizen comments may be limited to three (3) minutes each, at the discretion of the conducting Council Member. The conducting Council Member shall have discretion as to who will respond to a comment/question. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks. Some comments/questions may have to wait for a response until the next regular council meeting. The conducting Council Member will inform a citizen when he or she has used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

CITY OF SOUTH SALT LAKE
CITY COUNCIL MEETING

COUNCIL MEETING Wednesday, Feb. 28, 2018
7:00 p.m.

CITY OFFICES 220 East Morris Avenue
South Salt Lake, Utah 84115

PRESIDING Council Chair Ben Pender

CONDUCTING: Sharla Beverly

SERIOUS MOMENT OF REFLECTION/
PLEDGE OF ALLEGIANCE Shane Siwik

SERGEANT AT ARMS Amanda Gencarella

COUNCIL MEMBERS PRESENT:
Sharla Beverly, Ray deWolfe, Mark Kindred, Portia Mila,
Ben Pender, Shane Siwik and Corey Thomas

STAFF PRESENT:
Mayor Wood
Hannah Vickery, Assistant City Attorney
Mike Florence, Community Development Director
Mont Roosendaal, Public Assets Director
Anna Anderson, Justice Court Judge
Lisa Forrester, Court Administrator
Ariel Andrus, Deputy City Recorder
BJ Allen, IT

STAFF EXCUSED:
Craig Burton, City Recorder

OTHERS PRESENT:
See attached list.

APPROVAL OF MINUTES

February 7, 2018 Regular Meeting. Council Member Mila made a motion to approve these minutes.

MOTION: Portia Mila
SECOND: Ray deWolfe
Voice Vote:

Beverly: Yes
deWolfe: Yes
Kindred: Yes
Mila: Yes
Pender: Yes
Siwik: Yes
Thomas: Yes

NO ACTION COMMENTS

1. **SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc.
2. **CITIZEN COMMENTS/QUESTIONS.** None
3. **MAYOR COMMENTS.** None
4. **CITY ATTORNEY COMMENTS.** None
5. **CITY COUNCIL COMMENTS.** Council Member deWolfe gave his condolences to the people involved in the school shooting in Florida. It is sad that this kind of thing is happening so often and feels something needs to be done.

Council Chair Pender agreed about the school shooting as well.

Council Member Mila agreed as well. She hopes that government can come to some sort of compromise regarding this matter.

Council Member Thomas agreed as well.

Council Member Beverly said as an educator school shootings are a worst nightmare and hopes some real change will happen. The Food Truck League used the South Salt Lake Ordinance as a model ordinance when they presented at the legislature. A monthly event with food trucks is being planned at City Hall later this year and the downtown area is also being looked at for a place to have events with food trucks.

6. **COUNCIL ATTORNEY COMMENTS.** None
7. **INFORMATION – Update on Pioneer Craft House.** Attorney, Katy Steffey gave the Council a brief update on the Pioneer Craft House. A copy of the history and litigation summary is attached to these minutes and incorporated by this reference.

ACTION ITEMS

Appointment by the Mayor. Mayor Wood did not have an applicant to present to the Council.

UNFINISHED BUSINESS

1. Appointment to Jordan River Commission Board.

Council Member Siwik made a motion to have the Mayor appoint a City staff member to this Board.

MOTION: Shane Siwik
 SECOND: Ben Pender
Roll Call Vote:
 Beverly: Yes
 deWolfe: Yes
 Kindred: Yes
 Mila: Yes
 Pender: Yes
 Siwik: Yes
 Thomas: Yes

2. Appointment to the Municipal Councils Board.

Council Member Siwik made a motion that Council Member Mila will continue to serve on this Board.

MOTION: Shane Siwik
 SECOND: Ray deWolfe
Roll Call Vote:
 Beverly: Yes
 deWolfe: Yes
 Kindred: Yes
 Mila: Yes
 Pender: Yes
 Siwik: Yes
 Thomas: Yes

NEW BUSINESS

1. A Resolution of the City of South Salt Lake City Council Appointing Temporary Judges to the Justice Court. Judge Anderson presented this resolution to the Council. A copy is attached to these minutes and incorporated by this reference.

Council Member Mila made a motion to move this item to unfinished business for

March 14, 2018 regular meeting.

MOTION: Portia Mila
SECOND: Corey Thomas

Roll Call Vote:

Beverly: Yes
deWolfe: Yes
Kindred: Yes
Mila: Yes
Pender: Yes
Siwik: Yes
Thomas: Yes

- 2. **An Ordinance of the City of South Salt Lake City Council amending the East Street Car form based code to allow for an increase in the number of signs length for projecting wall sign.** Community Development Director, Mike Florence, presented this ordinance to the Council. A copy is attached to these minutes and incorporated by this reference. This Ordinance would increase the number of signs from one to two and increase the height of the signs from eight feet to twelve feet along the S-line.

Some Council members had concerns about the lighting of the signs being an annoyance to the residents of the town homes.

Mr. Florence is confident with the standards regarding illumination in the City ordinance currently.

Council Member Kindred made a motion to move this item to unfinished business for March 14, 2018 regular meeting.

MOTION: Mark Kindred
SECOND: Ben Pender

Voice Vote:

Beverly: Yes
deWolfe: Yes
Kindred: Yes
Mila: Yes
Pender: Yes
Siwik: Yes
Thomas: Yes

Motion for Closed Meeting

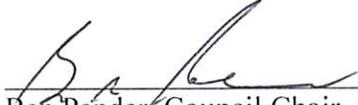
Closed meeting held pursuant to Utah Code Annotated, 1953, as amended, sec. 52-4-204, sec. 52-4-205 (1) (d) and (e), et seq. for the following purposes: Strategy Session to discuss the sale, purchase, exchange or lease of real property. Mayor Wood said there was no longer a need for this closed meeting due to an email from the County stating that they purchased five acres of the

Granite High Property.

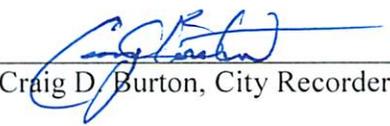
Council Member Mila made a motion to adjourn.

MOTION: Portia Mila
SECOND: Ray deWolfe
Voice Vote:
Beverly: Yes
deWolfe: Yes
Kindred: Yes
Mila: Yes
Pender: Yes
Siwik: Yes
Thomas: Yes

The meeting adjourned at 7:32 p.m.



Ben Pender, Council Chair



Craig D. Burton, City Recorder

February 28, 2018

**CITY COUNCIL MEETING
LIST OF ATTENDEES**

NAME

ADDRESS

REPRESENTING

LeAnne Huff

351 East Vidas Ave

resident

Doug Ahlstrom

city council

The Historic Scott School Property and Pioneer Craft House Inc.

September 2005 to June 2013

September 2005. Granite School District announced that it intended to sell the Historic Scott School property. In response, several organizations – including the University of Utah, Salt Lake County, and Utah State University – wrote letters to the District asking that the property be preserved.

25 January 2006. William Anderson, Chair of the South Salt Lake City Council signed a letter to the Salt Lake County Z.A.P. Recreation Advisory Board supporting the application of Utah Open Lands and Pioneer Craft House Inc. to purchase the Historic Scott School property.

10 May 2006. Utah Open Lands submitted an offer to purchase the 1.68 Historic Scott School property from the Granite School District. The offered purchase price was \$530,000.

- Eventually, Salt Lake County decided to purchase the property using Z.A.P. funds, with the understanding that the City of South Salt Lake eventually owned the property.

23 May 2007. At a work meeting of the South Salt Lake City Council, Council members discussed whether to agree to the acquisition of the Historic Scott School property – which would eventually be wholly owned by the City of South Salt Lake.

- Council Chair Casey Fitts raised a question regarding the City's long-term obligations relating to the property.
- Council member Weaver said he understood that the purchase of the property may include continuing the lease of the property to the non-profit with the City providing ongoing maintenance and other facility support. Council member Weaver said that if the City agreed to a lease with the non-profit as written¹ there would be no incentive for the non-profit to become self-sufficient and maintain the property. Council member Weaver felt that the lease should require that the non-profit be responsible for the maintenance of the property.

¹ The City Council had received a draft lease between the City of South Salt Lake and PCH. That lease required PCH to pay one (1) dollar per year for the lease.

23 May 2007. At a regular meeting (following the above work meeting) of the South Salt Lake City Council, Council members discussed a resolution authorizing the execution of an Interlocal agreement between the City and Salt Lake County for the acquisition of the Historic Scott School property.

- City Attorney David Carlson explained that while the non-profit had once been a thriving organization it was currently “weak.” David Carlson explained that the non-profit’s weak condition probably was a factor in the Granite School District’s decision to sell the property. David Carlson said effort had been recently put into revitalizing the non-profit. But, he did not know how viable the non-profit would be. He said that the Granite School District had subsidized the non-profit and the property, and that would likely continue with City ownership. David Carlson pointed out that the ZAP funds could only be used for the acquisition and renovation of the property, not for property maintenance. The anticipated operating cost of the property would be \$40,000 annually.
- Council member Weaver said he felt the property had not been utilized to its fullest in the last decade.
- David Carlson suggested that the Council have the non-profit tell the Council about their business plan and how they intended to operate the property.
- Council member Weaver felt that the lease should not be long-term and should allow the City to look for another tenant.
- Council member Rutter said he felt like the City would be on the hook to pay the expenses forever. Council member Rutter felt the property was a wonderful facility but he did not want to have the liability.
- Council member Weaver said that the non-profit had a new board, but that the City needs to hold their feet to the fire.
- Council member Siwik felt that the Historic Scott School property would become like the Columbus Center and become an investment in the community.
- Council member Anderson said the Columbus Center worked because of its partners, such as the Senior Center, the Library, and Parks and Recreation. Council member Anderson did not see those kinds of things happening at the Historic Scott School property.
- Council member Siwik said that the Utah Gardens had started a demonstration garden at the Historic Scott School property.

- City Attorney David Carlson said that the non-profit received some income from renting rooms at the property.
- Finance Director Kyle Kershaw said the City might be able to use Community Development Block Grant funds to maintain the property.
- The Council then voted on the resolution to approve the Interlocal agreement for the purchase of the Historic Scott School property. The motion passed 4 to 3 (with Council members Anderson, Fitts, and Rutter voting nay).

20 June 2007. The City and County executed the Interlocal agreement for the acquisition and renovation of the Historic Scott School property. (The Interlocal agreement was amended on 4 December 2007 for purposes of clarifying the covenants on the property.)

29 April 2008. The Granite School District deeded the Historic Scott School property to Salt Lake County and to the City of South Salt Lake.

28 May 2008. At a regular council meeting the City Council discussed the lease of the Historic Scott School property to the PCH (the non-profit).

- City Attorney Carlson said that under the lease, the City would have to budget for the maintenance and operation of the property. The City would also be responsible for the insurance.
- Council member Weaver said that PCH should share in the cost of the utilities.
- Council member Rutter said that if PCH had a revenue flow, it should be received by the City. Council member Rutter wanted more information about PCH's revenue flow.

30 July 2008. At a regular council meeting four members of the City Council (with three absent) approved a lease of the Historic Scott School property to PCH. Present were Council members Bruschi, Rutter, Siwik, and Weaver.

13 October 2008. The City of South Salt Lake executed a lease of the Historic Scott School property to PCH. Among the terms of the lease were the following:

- The lease was for ten years, with a renewal for an additional five years under the same conditions.
- The lease provided for nominal rent (one dollar per year).
- The tenant was to maintain liability and property damage insurance.

- The tenant was to keep the property in good repair and appearance.
- All facilities, buildings, furniture, equipment, and supplies were to be used jointly by the City and the tenant. Tenant's use of the property was expressly not exclusive.
- The City and the tenant would appoint a liaison committee with at least one member appointed by each party. The liaison committee would recommend how to carry out the joint programming.
- The tenant was responsible to pay the utility cost of operating the kiln.
- The tenant could sublet the rooms, but fees received would be accounted for and paid to the City. The City would use the fees collected and paid to the City for capital costs, operation, and maintenance of the premises.

5 October 2009. On this date an acetylene torch and tank used in one of the PCH classes exploded or improperly discharged.² A student in a PCH class was injured. After an initial inquiry by the City's fire marshal, on 15 October 2009 the City Fire Department suspended all classes that used flammable gases, heating of materials, or investment casting. The Fire Department informed PCH that it would further investigate the 5 October incident.

14 October 2009. The PCH class rooms were visited by a State of Utah OSHA inspector. The inspector was accompanied by the City's Fire Marshall Bruce Shoemaker. During the inspection the following violations were noted:

- The inspector noted that the electrical boxes that went to the rock cutting equipment required GFI outlets. Other electrical outlets were not in compliance.
- The inspector noted that the belts and sanding drums on the cutting equipment were missing safety guards.
- Also noted was potential harmful exposure to harmful chemicals with no ventilation for the following processes or equipment: oil covered motors, rock cutting equipment, burnout kiln, soldering, casting and other jewelry manufacturing procedures.

² The incident was described by observers as a fireball six feet in diameter.

16 October 2009. The OSHA inspector and Fire Marshall Shoemaker met with PCH board member Dave Kirby and City representative Troy Bennett (Parks and Recreation Director). The OSHA inspector repeated his findings from his visit on 14 October and recommended dust masks for everyone, and instructed that guards be put on the cutting equipment. The inspector spent time reviewing the deficiencies with the electrical wiring and outlets. The inspector required that the drill press in the flute shop be bolted to the floor. He also noted that the fire extinguishers were all out of date.

1 February 2010. Fire Marshal Bruce Shoemaker published a memo (with notes) detailing the investigation he did after the 5 October 2009 explosion or improper discharge. Included in Bruce Shoemaker's memo and notes were the following.

- The same night as the acetylene torch discharge, another incident occurred at a different time when the gauge of a tank of flammable gas "came off" causing the classroom to be evacuated. Doors and windows were opened to ventilate the room.
- One instructor interviewed by the fire marshal complained of general unsafe conditions at the property. One concern the instructor had was the investment plaster equipment in the building. The instructor felt the dust created by the casting process in confined spaces created contamination. The instructor also pointed out the hazardous conditions created from the operation of the kiln in a space with no ventilation. The instructor also said the rock cutting machines were covered and coated with oil and a fire hazard. The instructor reported that after the acetylene torch incident, a person associated with PCH went through the rooms and removed some materials.
- A PCH board member expressed concern to the fire marshal about the safety of the classes being held. The board member told the fire marshal that the instructor who had concerns about safety was "unstable."
- During an investigation of rooms at the Historic Scott School, the fire marshal discovered: a flammable cylinder with an internal O ring that appeared to be flattened, an accumulation of hardened plaster and plaster dust in the kiln room, and dust in the closet where the cylinders were stored.
- After the inspection of the PCH class rooms, the fire marshal researched the safety protocols for flammable gas and for investment plaster. Based on his investigation and research, Fire Marshal Shoemaker suspended the silver smith instruction at the Historic Scott School property. The PCH silver smith instructor was unhappy about the suspension. Fire Marshal Shoemaker informed the instructor that if the instructor violated the suspension he would take action.

- During his investigation, Fire Marshal Shoemaker emailed updates of his investigation and findings to Jim Davis, chair of the PCH board.
- After his investigation and research, Fire Marshall Shoemaker made the following recommendations relating to investment plaster:
 - o Safety glasses were to be worn during the mixing and use of the investment plaster.
 - o Protective gloves (such as latex) were to be worn during the mixing and pouring of the investment plaster.
 - o A dust mask shall be worn during the mixing and pouring of the investment plaster.
 - o Any instructor who would use investment casting must demonstrate to the PCH board the safe use and precautions of investment plaster. The instructor must: submit a written safety plan; provide each student a copy of the MSDS sheet; provide or require all students to have and use safety glasses, protective gloves, and a dust mask; give each class a safety briefing (including any students who enroll late); and after each class ensure that all residues were cleaned up and the investment plaster product stored in a manner which prevented accidental release.
 - o Residue which had accumulated over the years was to be cleaned up and removed.

19 April 2010. PCH Board Chair David G. Kirby sent a letter to Mayor Cherie Wood. David Kirby's letter expressed concern about the security of certain artifacts housed at the Historic Scott School property. The letter formally requested the following from the City: the exclusive use of the Historic Scott School property by PCH; that PCH be responsible for the scheduling of all activities and programming on the property; and that all City maintenance and renovation activity be put on hiatus for six months.

21 April 2010. At the regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell addressed the relationship between the City and PCH. Lyn Creswell said that the relationship is formalized by a lease. That lease assumed and supported the joint use of the property, with day-to-day potential problems handled by a liaison committee with City and PCH representatives. Recently a person new with PCH had become concerned about possible valuable artifacts at the property. PCH had requested that the property be closed or secured against activities. Lyn Creswell informed the City Council that the lease anticipated that all rooms be used for programming. Lyn Creswell said there may be a need to revisit the lease. It was not the City's intent to harm PCH or its programs. Lyn Creswell said he was giving this information to the City Council in the event they received phone calls.

Lyn Creswell also discussed the fact that a City Council member was currently a voting member of the PCH Board. Lyn Creswell discouraged that board membership on the PCH Board.³

22 April 2010. City Attorney Lyn Creswell responded to David Kirby on behalf of Mayor Wood. Lyn Creswell's letter included the following.

- The lease (paragraph 12) specifically stated that PCH's use of the property "shall not be exclusive" and that both the City and PCH would have joint use.
- Regarding scheduling, that issue was appropriate to be addressed by the liaison committee created by the lease.
- The request for a six-month hiatus on City renovation work was a matter for the liaison committee.
- Other issues raised by Lyn Creswell included the following.
 - o PCH had failed to provide the City a copy of its insurance which was required in the lease.
 - o The City has also not received from PCH fees for the rental of rooms and facilities on the property (as required in paragraph 19 of the lease). PCH was to provide a full accounting and submission of fees to the City.
- If PCH wanted to discuss amending the lease, Lyn Creswell was available to meet with David Kirby.

15 February 2011. City Attorney Lyn Creswell briefed Mayor Wood about issues relating to amending PCH lease. Troy Bennett (Parks and Recreation Director) and Lyn Creswell were to meet regularly with Jeff Hatch to prepare an amendment to the lease. Issues of concern to the City were the following.

- PCH's inability to provide financial support for the operations and maintenance of the property.
- Impact on the general fund of supporting the property against the benefits received from property ownership.
- How to address the capital needs of the property.
- A need to determine the market rate for rents at the property.

³ Based on this advice from Lyn Creswell, City Council Member Marilyn Brusch resigned from the PCH Board.

- The need for the City to comply with Utah law that required recovering net equivalent value for the lease.
- Other partners or relationships the City may want at the Historic Scott School property, other than PCH.
- Assurance that the programming at the Historic Scott School property was consistent with the City's strategic plan or goals.
- Maintenance and security issues at the property.

February 2011. Lyn Creswell sent a draft amendment to the PCH lease to Jeff Hatch (who had replaced David Kirby as PCH board chair).

7 June 2011. Lyn Creswell updated Mayor Wood on the progress of negotiations with PCH regarding amending the lease. Lyn Creswell and Jeff Hatch were discussing the following:

- Approximate annual lease obligation of \$30,000 per year, with \$20,000 in cash and \$10,000 in in-kind services.
- PCH would be assigned dedicated rooms for their classes.
- The function of the liaison committee would change, and would be critical to the ongoing relationship.
- The City Council would have to adopt a study of net equivalent value and hold a public hearing.

12 July 2011. PCH Board Chair Jeff Hatch sent an email to Lyn Creswell addressing possible amendments to the lease. Jeff Hatch had met with his board and provided the following.

- PCH was struggling to raise enough income to pay a part-time staff person. PCH had concerns about changing the rent from \$1 per year. One option might be for PCH to work with the City to seek grants or to raise funds for the property's operating and maintenance expenses.
- PCH wanted to discuss providing the City with in-kind services to offset the market lease rate.
- The City and PCH needed to discuss further the scheduling of rooms and facilities at the Historic Scott School property.

- The City and PCH should discuss signage at the property.

24 August 2011. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell gave the Council a handout describing the material terms of the PCH lease and possible amendments to the lease. Lyn Creswell informed the City Council that certain issues caused the City and PCH to consider amending the lease. These issues included: scheduling of the rooms and facilities by the City; city operational and maintenance costs without reimbursement from PCH; State law required municipalities to receive net equivalent value for the transfer or long-term lease of real property; concerns over the ownership of personal property at the Historic Scott School property; the effectiveness of the liaison committee, and the effectiveness of PCH as an organization.

Lyn Creswell provided the City Council an outline of possible amendments to and activities involving the lease.

- Compensation from PCH of \$30,000 cash annually, with \$15,000 in-kind services.
- A revamped liaison committee.
- Inclusion of high-functioning organization requirements for PCH in the lease.⁴
- Assignment of specific dedicated space at the property.
- Better definition of joint use for programming.
- Inventory of personal property.
- Public process as required by State law. (Utah Code 10-8-2)

Lyn Creswell told the City Council he anticipated bringing back an amended lease to the Council in September or October 2011.

7 September 2011. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell updated the Council on discussions with PCH. Lyn Creswell reported that he and Parks and Recreation Director Troy Bennett met with Jeff Hatch that day (7 September). Jeff Hatch said that the Board is concerned about being able to make the lease payments. Kari Cutler had agreed to meet with the PCH Board to discuss revenue opportunities. Lyn Creswell informed the

⁴ The City Council received materials on what constitutes a high-functioning non-profit organization.

City Council that the relationship with PCH was at a cross roads. He said that the City cannot continue the relationship the way it stood at that time.

11 October 2011. Lyn Creswell informed Mayor Wood that there should be a deadline for the PCH lease negotiations.

13 October 2011. City Attorney Lyn Creswell sent a letter⁵ to Jeff Hatch relating to PCH. The letter raised the following issues.

- As previously raised in Lyn Creswell's 22 April 2010 letter to David G. Kirby, PCH was to pay the City any fees for rental of rooms and facilities at the property. Supporting that obligation was the requirement for accounting of all fees received. In June 2010 the City received a check from PCH for \$2,755. The City assumed the check was for fees collected, but PCH did not provide an accounting of fees collected for use of rooms and facilities. PCH was required under the lease to account for fees received for use of rooms and facilities.
- The City supported a full inventory of all personal property at the Historic Scott School property.
- As it related to the lease, the City needed to come into compliance with Utah Code 10-8-2. The City intended to satisfy that Code requirements. Towards that end, the City had prepared and shared with PCH a market study of the property. Beginning in February 2011 the City began discussing with PCH the amendment of the lease and preparation for the public process required by Utah law. PCH was informed that the City sought \$30,000 in annual cash payment and \$15,926 in in-kind services.
- PCH had expressed reservations about meeting an annual cash payment of \$30,000. The City had offered the services of Kari Cutler to assist PCH to find ways to raise the needed revenue.

In his letter to Jeff Hatch, Lyn Creswell suggested that the City and PCH finalize work on an amended lease by 9 November to allow the City Council (following a public process) to adopt the new lease by the end of December 2011.

⁵ Lyn Creswell provided a draft copy of his letter to members of the City Council prior to its publication.

1 November 2011. Jeff Hatch sent a letter in response to Lyn Creswell's 13 October 2011 letter. He responded with the following:

- A payment of \$894.28 was provided as fees received by PCH for the rental of rooms and facilities.
- PCH would continue its work to inventory the personal property.
- PCH proposed that the City credit the services provided by PCH and its volunteers as in-kind to offset the full market value rental costs of the property.
- PCH intended to work with Kari Cutler to support an organization review.
- PCH was sensitive to the City's expenses in operating and maintaining the property. PCH wanted to work with the City to identify sources of income to reduce the City's costs.

11 November 2011. Jeff Hatch emailed Lyn Creswell with a proposal that PCH annually pay the City \$7,500 in cash, with \$32,558 credit for in-kind services.

17 November 2011. Jeff Hatch sent a letter to Lyn Creswell in response to a meeting where he and Lyn Creswell discussed finalizing an amendment to the lease. Jeff Hatch included the following.

- PCH was prepared to support an annual cash payment of \$7,500 annually, with \$32,558 in-kind services. The in-kind services would include: arts and craft exhibits, master classes and workshops for guilds and the public, guest speakers and housing of exhibits, special events, support for the South Salt Lake Arts Council, and marketing to increase participation by City residents.⁶

28 November 2011. During September and November 2011, PCH agreed to a review by Kari Cutler. On 28 November 2011 Kari Cutler published her findings and recommendations. Included in Kari Cutler's report (provided to the South Salt Lake City Council) were the following.

- PCH complied with all federal and state reporting requirements for non-profit organizations.
- PCH maintained appropriate insurance for a non-profit organization.

⁶ The issue of in-kind services was a significant problem for the City. The City, which lost significant sales tax funding due to a change in Utah law, faced serious budget constraints. The City Council adopted a definition of "in-kind" services which required that only in-kind services which directly offset planned and budgeted city service costs would be accepted. Most of the in-kind services offered by PCH provided general benefit to the residents of Salt Lake County, but did not offset the tax burden to South Salt Lake property taxpayers.

- The PCH Board did not include members with experience or professional training in accounting or fundraising. PCH intended to add these skills to its board.
- PCH had no strategic plan, fundraising plan, or public relations/marketing plan.

Kari Cutler's report expressed optimism that PCH would be able to strengthen its board, develop a strategic plan, and improve its marketing and fundraising activities.

7 December 2011. Lyn Creswell informed Mayor Wood that he wanted to get an amended PCH lease and 10-8-2 study to the City Council in January.

3 January 2012. Lyn Creswell informed Mayor Wood that PCH was resisting amending the lease.

11 January 2012. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell provided an update on PCH.

- Lyn Creswell informed the City Council about the Utah legal requirement that municipalities receive fair market value in return for the transfer or lease of real property. Lyn Creswell informed the City Council that the City did not comply with State law when it executed a lease for nominal value (\$1 per year) with PCH.
- Real estate professional Rick Davidson completed research which determined the market rental value of the rooms at the Historic Scott School property. That research was provided to Jeff Hatch on behalf of PCH.
- Jeff Hatch repeatedly said that PCH was not able to pay in cash the market value for the Historic Scott School property. Jeff Hatch said this enough times to Lyn Creswell, that Lyn Creswell believed it was unlikely that PCH would be able to pay the fair market value for the property.
- Lyn Creswell saw two options. One option was to terminate the lease with PCH and negotiate another agreement with PCH or another organization.
- The second option was to amend the lease with PCH. That lease should put the City in a better position to manage the property day to day. PCH would be given sufficient dedicated space to accommodate its programs and leave the remainder of the campus for use by the City. The City would take over all scheduling of the rooms and spaces which were not dedicated to PCH.

- Lyn Creswell had talked with Jeff Hatch about the in-kind option. Lyn Creswell proposed to Jeff Hatch 50 percent of the rental obligation be provided by in-kind services.
- Lyn Creswell understood that it cost the City about \$75,000 annually to operate and maintain the Historic Scott School property. That did not include capital costs.

During the discussion, Jeff Hatch spoke to the Council on behalf of PCH. Jeff Hatch said it was an arduous task to go from one dollar a year to \$50,000 or \$60,000 for rent. The primary asset of PCH is its volunteer labor. Jeff Hatch felt that value of that labor was about \$80,000 annually. PCH was not in a position to pay a major increase in rent. One option for PCH would be to phase in the rent that would allow PCH to build up charitable giving to support the rent.

Council member Jones said that PCH appeared to include fine artists but were not very good businessmen. If PCH had the resources or support of a business model they could make it a viable operation.

Kari Cutler addressed the City Council. She said that PCH should adopt a business model which included a sustainability plan, some strategic planning, and build capacity to meet annual benchmarks. Kari Cutler felt PCH could bring in more funding.

Jeff Hatch agreed to recruit board members who had the skill sets that were lacking but so far that had not occurred.

Council member Weaver suggested that PCH limit its dedicated space to what they could economically afford.

24 January 2012. Lyn Creswell informed Mayor Wood that he was concluding his negotiations with PCH and that an amended lease might not be possible.

7 February 2012. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell informed the Council that he had concluded negotiations on an amendment to the PCH lease. Jeff Hatch would present the City- proposed amended lease to his board. The lease defined which rooms or space would be dedicated to PCH. All other space would be scheduled. The annual value of the dedicated space was \$15,324 – with quarterly payments of \$3,831. For 2012, the City would only collect \$5,000 for the dedicated space – allowing PCH some transition time. The full rental amount would be effective on 1 January 2013 – with the quarterly payments. The lease also added terms that required PCH to be a high-functioning non-profit organization. All open remaining (non-dedicated) space at the Historic Scott School property would be available to PCH on a preferential scheduling basis.

20 March 2012. Fire Marshal Clint Hayward conducted an inspection of the Historic Scott School property and found the following code deficiencies in the spaces used by PCH: improper use of extension cords as substitutes (extended through walls, ceilings, and floors; and under doors and floor coverings) for permanent wiring; absence of approved covers for switch and electrical outlet boxes; storage too close to the ceiling (required to be two feet or more below the ceiling in non-sprinkler rooms); improper use of heating and cooking systems; and improper storage of combustible material in boiler rooms, mechanical rooms, and electrical equipment rooms.⁷

22 March 2012. A member of the PCH Board complained of the City's involvement in the direction and future use of the Historic Scott School property.⁸

3 April 2012. Lyn Creswell sent Jeff Hatch a notice of termination relating to the Pioneer Craft House Lease. Lyn Creswell stated that despite negotiations over an extended period of time, the City and PCH had not been able to agree on terms that were acceptable to the City. Lyn Creswell referred to the legal requirement under State law for the City to receive fair market value for the property occupied by PCH. Lyn Creswell also cited PCH's failure to provide an accounting of fees it had received for the rental of rooms and facilities at the property.

4 April 2012. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell updated the Council on PCH. Lyn Creswell informed the City Council that the City has terminated its lease with PCH. Lyn Creswell informed Jeff Hatch that it intended to continue to support PCH through a rental agreement.

24 April 2012. At the request of the Salt Lake County Council, Mayor Wood met with the County Council to discuss PCH at the Historic Scott School property. Mayor Wood reported that the City contributes approximately \$70,000 annually to operate and maintain the property, with little revenue from PCH.

⁷ Another fire marshal inspection was conducted recently on 22 December 2017. That inspection found many of the same deficiencies identified in 2009 and 2012. The 22 December 2017 inspection of the PCH rooms found the following: clutter and general poor housekeeping throughout; expired fire extinguishers; missing exit signs; blocked exit paths; obstruction of electrical panels (in the pottery room and in the flute shop); improper use of electrical extension cords (pottery room and studio); and Fire Code deficiencies relating to compressed gas cylinders and gas piping.

⁸ The issues here were plans the City developed and shared with the County. The plans involved use by outside groups for a wide range of arts programming at the Historic Scott School property. The PCH Board member felt that the City's plans would turn the property into a "convention center." For many years, PCH Board members complained about the property being used for youth and refugee programming.

Another conflict between the City and PCH was the City's encouragement that more South Salt Lake residents take the PCH classes. It was the City's perception that PCH did little in the community to market and promote its classes for local residents.

7 May 2012. Jeff Hatch sent a letter to Troy Bennett (Parks and Recreation Director) discussing a possible one-year rental agreement for the Historic Scott School. PCH offers to pay the City a monthly rental fee of \$1,250 per month with the balance due through in-kind services. Jeff Hatch proposed a one-year rental agreement with options to renew.

23 May 2012. At a regular meeting of the South Salt Lake City Council, City Attorney Lyn Creswell informed the Council that PCH had informed the City what space they wanted as dedicated space for one year. Other space they may need would be obtained through the City's room rental process.

6 July 2012. The City agreed to a one-year rental agreement with PCH for specified space at the Historic Scott School property. The total annual rent for the space was \$39,780.38. The City agreed to accept a monthly cash payment of \$1,250 per month with in-kind services of \$24,780.38.

May 2013. During the month of May, PCH representatives met with City representatives and informed them that PCH would not be able to pay the monthly rent required by the one-year rental agreement.

23 May 2013. Three members of the PCH Board (Jeff Hatch, Richard Smith, and Virginia Lee) wrote a letter to Mayor Wood. The letter requested a PCH long-term lease for the Historic Scott School property. Attached to the letter was a draft lease. Proposed lease terms included:

- An admission by the City that on 4 April 2012 South Salt Lake wrongfully terminated the 2008 lease.
- That elsewhere in Salt Lake County, arts organizations were owned by government agencies and were not required to pay rent for use of government-owned facilities.⁹
- The term of the lease would be ten-years and would be renewable.
- The lease would be for specific dedicated facilities (approximately 6,669 square feet) at the Historic Scott School property.
- PCH would pay to the City as rent 20% of its gross profits from the previous calendar year.¹⁰ For the first year of the lease, the City would credit PCH for rent paid in 2012.

⁹ There are arts organizations in Salt Lake County which are owned (as dependent 501c3 organizations) by government agencies or which have contracts to provide services to government agencies. Under these legal relationships, these arts organizations would not be required to pay rent for use of public facilities.

¹⁰ PCH reported that its Gross Profit for the prior year (2012) was \$24,514 – resulting in the rent payment to the City would be \$4,902 for the first year of the lease.

- The City would be responsible for the utilities provided to PCH.

20 June 2013. Lyn Creswell wrote a letter to Virginia Lee informing her that the lease proposed by PCH was not acceptable to the City.

24 June 2013. Fire Marshall Boyd Johnson conducted an inspection of the PCH rooms and facilities at the Historic Scott School property. He noted that the fire extinguishers needed to be serviced and mounted. Housekeeping in a storage room needed to be improved.

Pioneer Craft House Inc. Litigation Summary

June 28, 2013—Pioneer Craft House Inc. (“PCH”) serves the City of South Salt Lake (the “City”) with a “Notice of Claim,” alleging that the City violated PCH’s civil rights and due process based on an alleged “lockout” on April 4, 2012. The Notice of Claim is a condition precedent to bringing suit against a municipality under the Governmental Immunity Act.

- According to the City, locks were changed on April 3, 2012, but PCH was given a set of the new keys. PCH continued to remain in possession of the premises with no interruption

June 30, 2013—One year Rental Agreement expires

July 10, 2013—Virginia Lee, on behalf of PCH, appears before the City Council to address the history of PCH and to “reaffirm their desire to have a relationship in the City to provide arts and cultural services for the community.” She stated that PCH “looks forward to amicably resolving differences that have risen between them and the City.”

July 23, 2013—The City issues a Notice to Quit Possession based on the fact that the City and PCH could not agree upon a new lease after the expiration of the one year Rental Agreement

July 29, 2013—PCH files lawsuit in federal court against the City and Lyn Creswell for alleged civil rights violations (the “First Lawsuit”)

July 29, 2013—The City files eviction proceedings in state court seeking a ruling that the original Lease (with rent of \$1.00 per year) is void (“Second Lawsuit”)

August 7, 2013—PCH transfers the Second Lawsuit to federal court and PCH then files a counterclaim in the Second Lawsuit alleging the same civil rights claims as alleged in the First Lawsuit

September 2013—The City files motions to dismiss PCH’s complaint in the First Lawsuit and PCH’s counterclaim in the Second Lawsuit

October 2013—Rather than response to the City’s motions, PCH moves to amend its complaint in the First Lawsuit and its counterclaim in the Second Lawsuit

November 5, 2013—PCH files a Second Amended Complaint in the First Lawsuit and Second Amended Counterclaim in the Second Lawsuit

November 18, 2013—The City files motions to dismiss PCH’s Second Amended Counterclaim and Second Amended Complaint

December 9, 2013—PCH attempts to file Third Amended Counterclaim and Third Amended Complaint

December 17, 2013—Court in both the First Lawsuit and the Second Lawsuit orders PCH to respond to the new motions to dismiss

March 17, 2014—Counsel for the City raises the possibility of mediating the dispute with counsel for PCH

- PCH’s counsel refused to mediate, stating that PCH would not entertain mediation until the Judge ruled on the motions to dismiss

April 2014—The City is informed by a PCH teacher at the Scott School previously pled guilty to sexual exploitation of a minor, a second degree felony

June 3, 2014—Counsel for the City wrote to PCH informing PCH that the teacher should be removed from the school

June 6, 2014—PCH responds to the letter and states that it will not take any action regarding the sexual offender until the court first determines that the City’s demand to remove the offender is not improper and not outside of the City’s authority to make

June 9, 2015—The City’s counsel writes to PCH to respond to concerns raised by PCH to City employee Sharen Hauri regarding City’s 8 week program for at-risk youth to be held at the Scott School Cottage

June 15, 2015—PCH responds to the City’s correspondence, making the following claims:

- “Decisions on early-in-the-case motions [the motions to dismiss] had been deferred to avoid embarrassing the sitting South Salt Lake City Attorney”
- “the City would avoid embarrassment and could move forward with efforts to design a campus that serves the purpose of the Interlocal Agreement. It is the City’s choice.”

Note: The decision on the motions to dismiss was not deferred; rather, the City’s counsel made numerous attempts to have the courts rule on the motions. Unfortunately, the court delayed its ruling until March 2016

March 2016—Federal court rules in favor of the City in the First Lawsuit, finding that the Lease is void because it is contrary to Utah Law

- The Court dismissed PCH’s civil rights claims

March 22, 2016—Federal court sends the Second Lawsuit (the eviction proceeding) back to state court based on its ruling that PCH’s civil rights counterclaims must be dismissed

March 28, 2016—PCH appeals the federal court’s dismissal of its civil rights claims to the Tenth Circuit Court of Appeals

April 11, 2016—PCH files Motion to Stay the order of the federal court

April 15, 2016—Judge denies motion for stay

April 2016—PCH files motion for stay with the Tenth Circuit Court of Appeals

May 2, 2016—Tenth Circuit Court of Appeals denies the motion for stay

May 2016—PCH files motion to reconsider denial of motion for stay

May 2016—The Tenth Circuit Court of Appeals requires the parties to participate in mediation. The City proposes an offer but the offer is ultimately rejected by PCH in July 2016

May 16, 2016—Tenth Circuit Court of Appeals denies PCH's motion to reconsider denial of stay

July 26, 2016—Rather than reply to the City's open offer in mediation, PCH files a motion to dismiss the Second Lawsuit (the City's eviction proceeding) in State Court

August 9, 2016—The City files a motion for judgment on the pleadings in the Second Lawsuit

September 12, 2016—The State Court rules in favor of the City

September 27, 2016—PCH objects to entry of the Court's order, claiming that the City should have faxed the order to Virginia Lee rather than email it

October 2, 2016—PCH objects to the form of the order and attempts to revise the order so that PCH would be the prevailing party (despite the judge's oral ruling that ruled in favor of the City)

November 10, 2016—The City's counsel sends form of a draft lease to PCH (Virginia Lee), stating "I will recommend to the City that this revised lease be the last and final offer of the City to resolve the dispute with PCH."

- Email stated that the City has not approved the form or terms of the lease and execution of the lease would be contingent upon completion of a 10-8-2 study, approval of the lease by Council and Mayor, and execution of a settlement agreement

November 14, 2016—PCH requests extension to response to lease

November 14, 2016—PCH appeals the State court's order

November 14, 2016—PCH files motion to stay the ruling in State Court pending the appeal

November 17, 2016—The City's counsel emails Ms. Lee, granting an extension until December 8, 2016

December 5, 2016—Jeff Hatch, on behalf of PCH, states PCH accepts the draft lease with one minor revision (which the City's counsel previously agreed to make)

December 8, 2016—The City's counsel emails Ms. Lee stating that the City will go forward with 10-8-2 study

December 8, 2016—Ms. Lee emails Dough Ahlstrom with additional revisions to the lease not mentioned by Jeff Hatch.

- Ms. Lee's email also states that PCH's acceptance of the lease was conditional, based on the ultimate success or failure of PCH's motion to stay filed in state court

December 9, 2016—the City receives an email from Jeff Hatch stating that Ms. Lee resigned her position on the Board and is no longer representing PCH

- Mr. Hatch stated that the email sent by Ms. Lee was “only confusing our relationship with South Salt Lake” and that “know that the Pioneer Craft House Board approved only the month-to-month agreement based on Kathryn’s most recent draft...”

January 4, 2017—The State Court grants limited stay, conditioned on PCH paying into the court’s trust account \$1,250 per month.

- Stay only in place until Tenth Circuit issues its ruling in the Appeal of the First Lawsuit

January 2017—Ms. Lee withdraws as counsel for PCH

January 13, 2017--Tenth Circuit Court of Appeals upholds trial court’s dismissal of PCH’s claims in the First Lawsuit.

February 13, 2017—Utah Court of Appeals orders PCH to retain counsel to continue appeal in Second Lawsuit

March 2, 2017—The City’s counsel receives call from Russell Fericks (attorney at Richards Brandt Miller & Nelson)

- Said he was aware of a draft lease and that he wanted to take a look at it to help advise PCH on the terms
- When asked if he was counsel for PCH for purposes of lease negotiations, he said yes
- When informed that PCH had already agreed to a form lease, he said he was unaware of that fact and asked that he be emailed a copy of the email in which PCH agreed to accept the form lease
- He also asked for a copy of the form lease

March 24, 2017—Utah Court of Appeals dismisses appeal due to PCH’s failure to retain counsel

January 2018—Mr. Hatch emails the City’s counsel requesting that the City stipulate to the refund of PCH’s deposit made to the court in the amount of \$1,250, as required by the terms of the order granting stay

- The City’s counsel informed Mr. Hatch that the deposit should be paid to the City as compensation for lost rent, as contemplated by the stay
- Mr. Hatch did not respond

4836-9127-2542, v. 1

RESOLUTION NO. R2018-_____

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
APPOINTING TEMPORARY JUDGES TO THE JUSTICE COURT

WHEREAS, the city of South Salt Lake has established a South Salt Lake City Justice Court pursuant to the laws of the State of Utah; and

WHEREAS, from time to time the South Salt Lake City Justice Court requires the services of a temporary judge to preside over matters of conflict or when the permanent justice court judge is unavailable; and

WHEREAS, Utah Code Ann. §78A-7-208 provides for the appointment of temporary justice court judges by the governing body; and

WHEREAS, Utah Code Ann. §78A-7-208 allows for the appointment of any senior justice court judge or a justice court judge currently holding office within the judicial district or in an adjacent county; and

WHEREAS, the South Salt Lake City Council finds that the individual(s) identified in the attached Exhibit "A" meet the qualifications of Utah Code Ann. §78A-7-208; and

WHEREAS, the South Salt Lake City Council desires to appoint the individual(s) identified in Exhibit "A"; and

WHEREAS, from time to time the South Salt Lake City Council may desire to appoint additional temporary justice court judges:

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake that:

1. The South Salt Lake City Council hereby appoints each individual identified in Exhibit "A" to the position of temporary South Salt Lake City Justice Court Judge.
2. The Resolution shall become effective upon adoption.

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah on this

_____ day of _____, 2018.

BY THE CITY COUNCIL:

Ben Pender, Council Chair

APPROVED AS TO FORM

DATE: 2/23/18

CITY ATTORNEY

Council vote as recorded:

Beverly _____

deWolf _____

Kindred _____

Mila _____

Pender _____

Siwik _____

Thomas _____

ATTEST:

Craig D. Burton, City Recorder

EXHIBIT "A"
(Individual(s) Appointed as Temporary Justice Court Judges)

Judge Kim Adamson
Judge John Baxter
Judge Daniel Bertch
Judge Mike Boehm
Judge Greg Bown
Judge Brian Brower
Judge Augustus Chin
Judge Morgan Cummings
Judge L.G. Cutler
Judge Mack Dow
Judge Ronald Elton
Judge Paul Farr
Judge Clint Gilmore
Judge Shauna Kerr
Judge Ronald Kunz
Judge Michael Kwan
Judge Sydney Magid
Judge Brendan McCullagh
Judge Scott Mickelson
Judge Ronald Powell
Judge Shawna Graves-Robertson
Judge Jeanne Robison
Judge Kelly Schaffer-Bullock
Judge Marsha Thomas
Judge Paul Thompson
Judge George VoDuc
Judge Ronald Wolthius

ORDINANCE NO. 2018-_____

**AN ORDINANCE OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
AMENDING THE EAST STREET CAR FORM BASED CODE TO ALLOW FOR AN
INCREASE IN THE NUMBER AND SIGN LENGTH FOR PROJECTING WALL
SIGNS.**

WHEREAS: the City Council is authorized by law to enact ordinances for the protection of the health, safety and welfare; and

WHEREAS: The City is authorized by law to enact ordinances establishing regulations for land use; and

WHEREAS: The Planning Commission held a legally notified public hearing as per section 10-9a-205 of the Utah Code and 17.07.080 of the South Salt Lake Municipal Code on February 15, 2018; and;

WHEREAS: On September 18, 2014, the City Council adopted Ordinance No. 2014-22 to establish the East Streetcar Neighborhood Land Use District and adopt the East Streetcar Neighborhood Form Based;

WHEREAS: The Developer of a project known as the "Zellerbach Apartments" located in the East Streetcar Land Use District has petitioned the City to revise certain portions of the East Streetcar Neighborhood Form Based Code to increase the number of signs allowed and the sign length of projecting wall signs in all subdistricts of the East Streetcar Neighborhood Land Use District;

WHEREAS: The City Council finds that certain requested changes and additions are desirous in order to foster orderly and compatible development and use of land; and

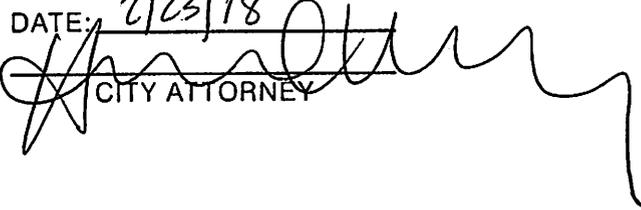
WHEREAS: The City Council finds that these amendments implement the City's General Plan goal for regulating land uses based on compatibility with surrounding uses, residential areas, and economic feasibility; and

WHEREAS: The City Council finds that these amendments and implement the City's General Plan goal to enhance the quality of life in South Salt Lake by improving the community's appearance, safety, education, positive outlook, gathering places and positive momentum; and

WHEREAS: The City Council received a positive recommendation from the South Salt Lake Planning Commission;

BE IT ORDAINED, therefore, by the City Council of the City of South Salt Lake that the East

Streetcar Neighborhood Form Based Code is amended, as indicated in Exhibit 1.

APPROVED AS TO FORM
DATE: 2/23/18

CITY ATTORNEY

DATED this _____ day of _____, 2018.

BY THE CITY COUNCIL:

Ben B. Pender, Council Chair

ATTEST:

Craig D. Burton, City Recorder

City Council Vote as Recorded:

Beverly	_____
deWolfe	_____
Kindred	_____
Mila	_____
Pender	_____
Siwik	_____
Thomas	_____

Transmitted to the Mayor's office on this _____ day of _____ 2018.

Craig D. Burton, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2018.

Cherie Wood, Mayor

ATTEST:

Craig D. Burton, City Recorder

EXHIBIT 1 – East Streetcar Form Based Code Section 9.4

9.0 Sign Types

9.4 Projecting Sign.

1. Description.

A Projecting Sign is attached to and projects from a building face or hangs from a support structure attached to the building face. Sign faces are typically perpendicular to the building face, but may be at an angle greater than 45 degrees from the facade. The sign may be vertically or horizontally oriented. Refer to Figure 9.4 (1).

2. General Requirements.

Projecting Signs shall be developed according to the standards in Table 9.4 (1).

- (1) Permitted location. No projecting signs shall be permitted on any facade facing an existing single family residential zone, except for iconic sign elements as approved by the Land Use Authority.

3. Computation.

The area of a Projecting Sign is equal to the area of one of the sign's

Table 9.4 (1). Projecting Sign Requirements	
Permitted Districts	All subdistricts; see 9.4.2 (1)
Sign Area	No maximum area for sign type;
Height	± 12' maximum sign length, 10' minimum clearance to pedestrian realm required
Location on the Building or Site	Permitted on all facades facing a public street or S-Line; Sign and structural supports shall not extend above the eave or parapet
Placement on the Building or Site	Shall not project further than 3' from the building
Quantity	± 2 per tenant per public ROW frontage including the S-Line corridor; 1 per tenant per side or rear facade on a parking lot
Sign Separation	No projecting signs shall be located closer together than 25 feet 200 feet
Internal Illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry & neon glass; Plastic & synthetics permitted only as separate alphanumeric characters or logos

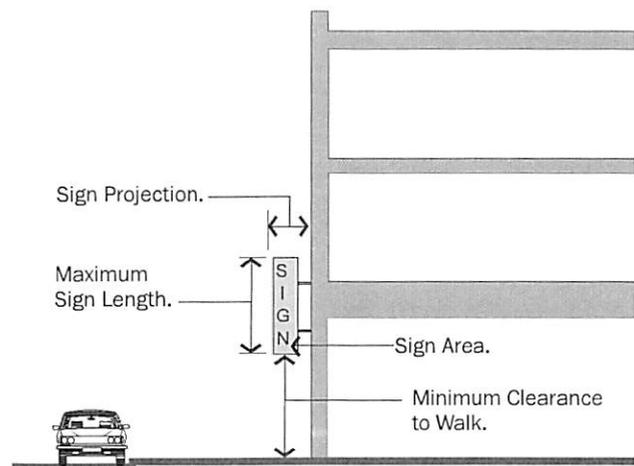


Figure 9.4 (1). Projecting Sign.



CITY COUNCIL STAFF REPORT

MEETING DATE: 28 February 2018
PROJECT NUMBER: T-18-001
REQUEST: A recommendation to the City Council to amend sign regulations of the East Streetcar Form-Based Code
APPLICANT: Mark Isaac for Zellerbach Property, LLC
PREPARED BY: Michael Florence

SYNOPSIS

The developer for the Zeller Multifamily Apartment building located at 2255 South 300 East is petitioning the planning commission for a recommendation to the city council to amend the East Streetcar Form-Based Code specifically regarding projecting sign regulations.

The Zellerbach project is currently under construction and is 50 feet in height (4 stories) and approximately 695 feet in length. Due to the mass and length of the project, the applicant is petitioning to both increase the quantity and size of projecting signs along the S-line corridor only

The applicant is petitioning the following:

	Current Sign Allowance	Proposed Amendment
Allowable maximum overall height of projecting signs	8 feet	12 feet
Number of projecting signs allowed along the streetcar corridor	1	2

COMPATIBILITY WITH GENERAL PLAN AND ZONING ORDINANCE

The General Plan supports regulating land uses based on compatibility with surrounding uses and determining economic advantages. Any proposed amendments should consider appropriate mitigations to preserve the abutting residential uses and any other future development within the land use district.

Planning Commission Recommendation

The planning commission recommended that the city council amend the S-line form based code to allow the height modification for projecting signs as well as increasing the allowed number of signs from one to two along the S-line corridor. The planning commission made an additional recommendation that the separation distance between projecting signs be increased from 25 feet to 200 feet per tenant.

CITY COUNCIL STAFF REPORT

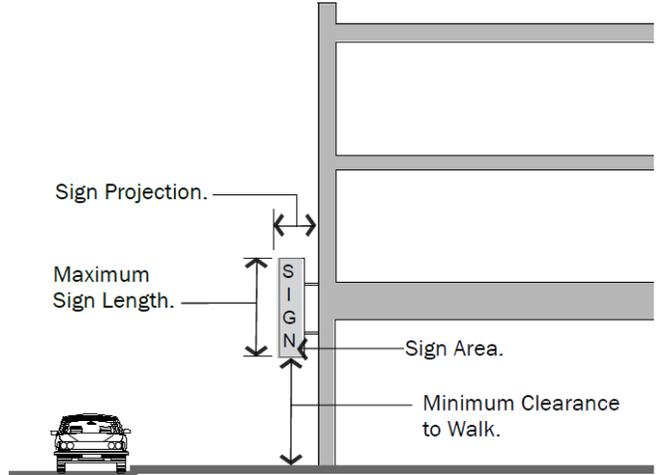
SOUTH SALT LAKE ORDINANCE

Section 9.4 – Projecting Signs

The East Streetcar Form-Base Code allows projecting signs to be located on any façade of the building that faces a public street or the S-Line Streetcar, with the exception that no projecting sign shall be located on any façade facing an existing single family residential zone. Below are the adopted requirements for projecting signs

Table 9.4 (1). Projecting Sign Requirements

Permitted Districts	All subdistricts; see 9.4.2 (1)
Sign Area	No maximum area for sign type;
Height	8' maximum sign length, 10' minimum clearance to pedestrian realm required
Location on the Building or Site	Permitted on all facades facing a public street or S-Line; Sign and structural supports shall not extend above the eave or parapet
Placement on the Building or Site	Shall not project further than 3' from the building
Quantity	1 per tenant per public ROW frontage including the S-Line corridor; 1 per tenant per side or rear facade on a parking lot
Sign Separation	No projecting signs shall be located closer together than 25'
Internal Illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry & neon glass; Plastic & synthetics permitted only as separate alphanumeric characters or logos

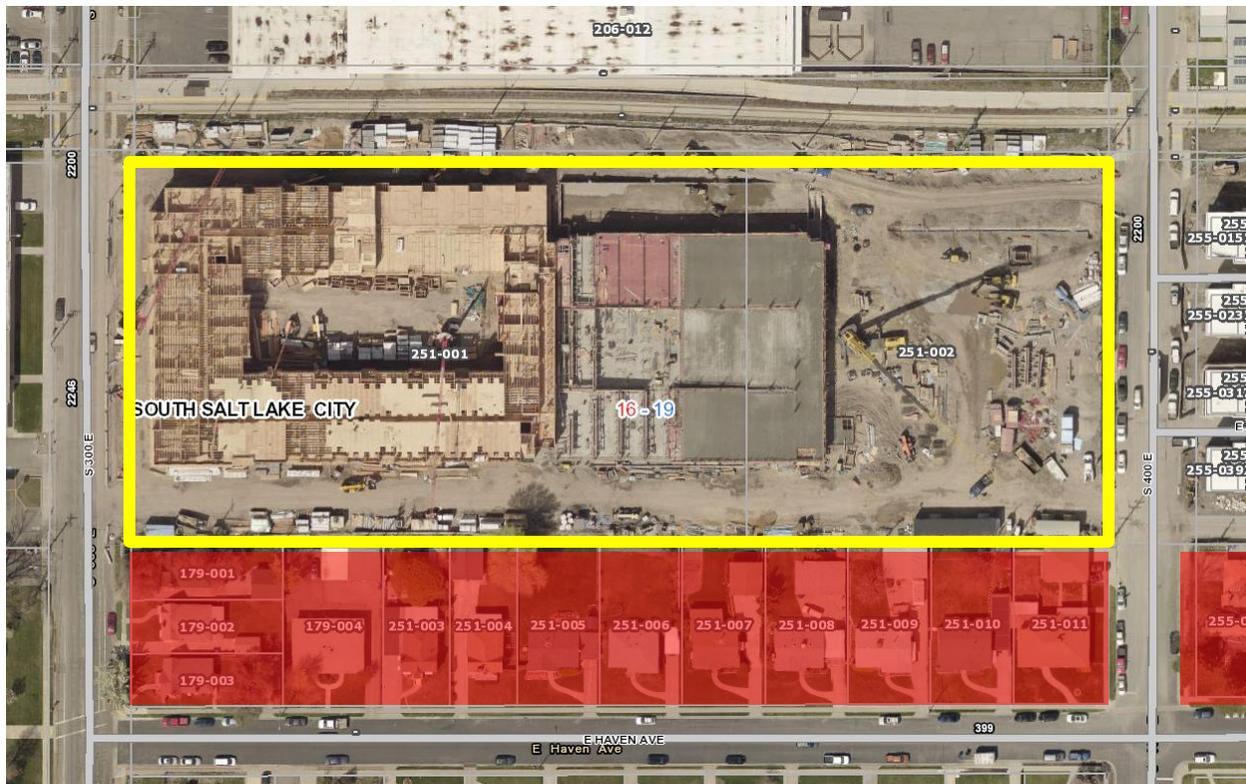


PROPOSED SIGN LOCATIONS



STAFF ANALYSIS AND COMMUNITY PRESERVATION:

The streetcar corridor is meant to be a unique vibrant corridor with its own urban characteristics. Since this proposal only amends the sign standards for projecting signs along the streetcar line, staff feels that it will have minimal impact on the neighborhood. The applicant's two proposed projecting signs would be 3' wide by 12' in height. The applicant has done a good job in making the signs context sensitive with the neighborhood and not proposing an overabundance of signage along the corridor. Due to the size and length of the development, the amendment will help to identify better this project along the S-line corridor. As a reminder to the commission, any ordinance amendments would apply to all projects within the East Streetcar district.



Zellerbach Multifamily
Complex



Single Family Residential
Home Locations

GENERAL PLAN CONSIDERATIONS:

Goal LU-1. Regulate land uses based on compatibility with surrounding uses, residential areas, and economic feasibility. Maintain residential, business and industrial areas that are vibrant and where the health and safety of all are protected.

Goal ES-1. Determine all of South Salt Lake's economic advantages and capitalize on them.

Goal ES-3. Enhance the quality of live in South Salt Lake by improving the community's appearance, safety, education, positive outlook, gathering places and positive momentum.

LAND USE CODE AMENDMENT PROCEDURE AND PURPOSE STATEMENT:

- A. Planning Commission. The planning commission shall:
 - 1. Fulfill all duties outlined in state statute that are to be performed by the planning commission.
 - 2. Prepare and recommend to the city council the general plan or amendments to the general plan, any proposed land use ordinance or ordinances and a zoning map, and amendments thereto that represent the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality.
 - 3. Hold a public hearing on a proposed land use ordinance or zoning map amendment.
- B. City Council. The city council:
 - 1. May adopt or amend:
 - a. The number, shape, boundaries, or area of any zoning district on the official city zoning map;
 - b. Any regulation of or within the zoning district; or
 - c. Any provision of the development code.

17.05.110 Purpose of the land use code.

- A. The purposes of this title are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the city of South Salt Lake and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the city's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.
- B. To accomplish the purposes of this chapter, the city may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that it considers necessary or appropriate for the use and development of land within the city, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law.
- C. This code is adopted to implement the city of South Salt Lake's general plan and to promote public health, safety, convenience, aesthetics, welfare, stable land values, efficient land use, sustainable land use and building practices, crime prevention, transportation and accessibility, and efficiency in land use review and administration.
- D. The land use code is also established to facilitate orderly growth and development in the City of South Salt Lake and to enhance the lives of the citizens of the city.
- E. The land use code intends to establish a fair and efficient process for development and land use applications, as accomplished through the delegation of powers among city officials and a transparent review process.

STAFF RECOMMENDATION:

A recommendation to the City Council to amend the East Streetcar Form-Based Code of the South Salt Lake City Municipal Code to amend regulations for projecting signs, based on the following findings:

1. The proposed ordinance is consistent with the General Plan goals of regulating land uses based on compatibility with surrounding uses and determining economic advantages and capitalizing on them.
2. The proposed ordinance is consistent with the goal of the land use code to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the City of South Salt Lake and its present and future inhabitants and businesses. As well as to enhance the quality of life in South Salt Lake by improving the community's appearance, safety, education, positive outlook, gathering places and positive momentum.

A recommendation to the City Council to deny an amendment to the East Streetcar Form Base Code of the South Salt Lake Municipal Code to amend regulations for signage, based on the following findings:

1. That sign code regulations in the East Streetcar land use district should be preserved as currently written

Continuance, due to issues raised during the planning commission meeting

PROPOSED ORDINANCE:

9.0 Sign Types

9.4 Projecting Sign.

1. Description.

A Projecting Sign is attached to and projects from a building face or hangs from a support structure attached to the building face. Sign faces are typically perpendicular to the building face, but may be at an angle greater than 45 degrees from the facade. The sign may be vertically or horizontally oriented. Refer to Figure 9.4 (1).

2. General Requirements.

Projecting Signs shall be developed according to the standards in Table 9.4 (1).

- (1) Permitted location. No projecting signs shall be permitted on any facade facing an existing single family residential zone, except for iconic sign elements as approved by the Land Use Authority.

3. Computation.

The area of a Projecting Sign is equal to the area of one of the sign's

Table 9.4 (1). Projecting Sign Requirements

Permitted Districts	All subdistricts; see 9.4.2 (1)
Sign Area	No maximum area for sign type;
Height	8' 12' maximum sign length, 10' minimum clearance to pedestrian realm required
Location on the Building or Site	Permitted on all facades facing a public street or S-Line; Sign and structural supports shall not extend above the eave or parapet
Placement on the Building or Site	Shall not project further than 3' from the building
Quantity	1 2 per tenant per public ROW frontage including the S-Line corridor; 1 per tenant per side or rear facade on a parking lot
Sign Separation	No projecting signs shall be located closer together than 25 feet 200 feet
Internal Illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry & neon glass; Plastic & synthetics permitted only as separate alphanumeric characters or logos

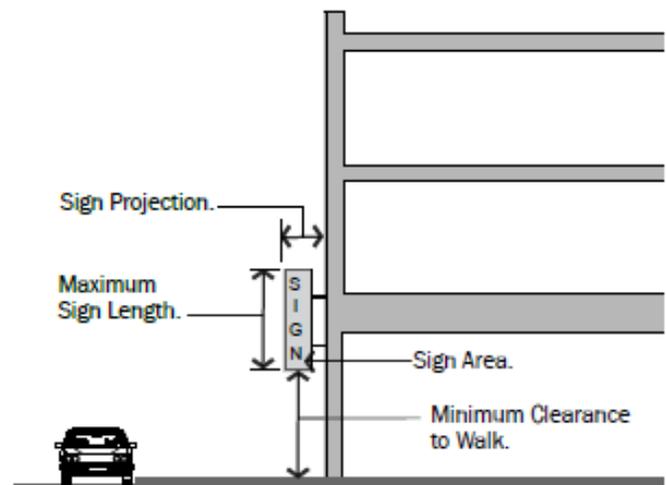


Figure 9.4 (1). Projecting Sign.

APPLICANT EXHIBITS

Perspective Views

Proposed

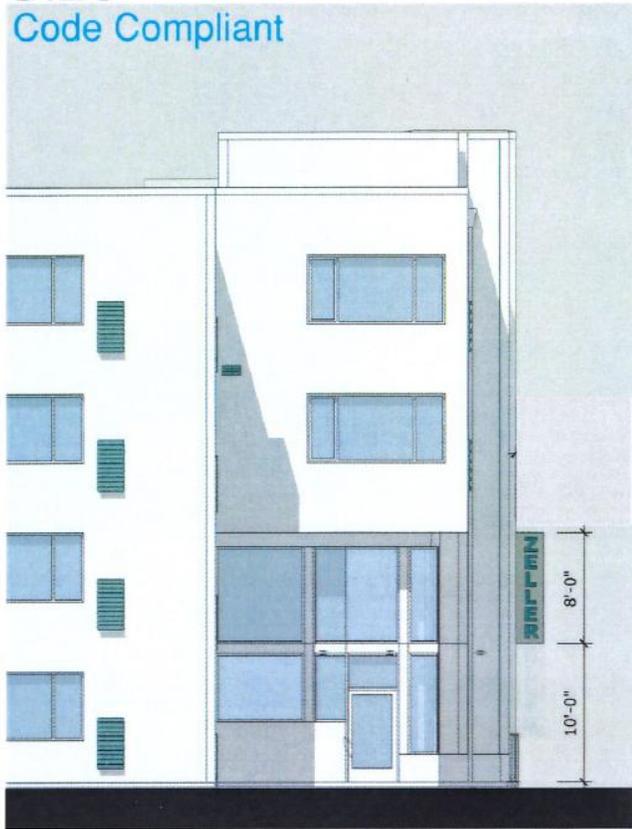


Code Compliant



Size

Code Compliant

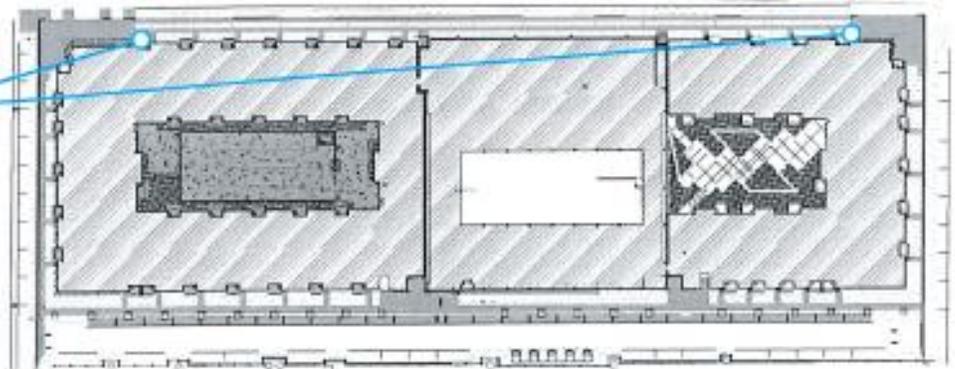


Proposed

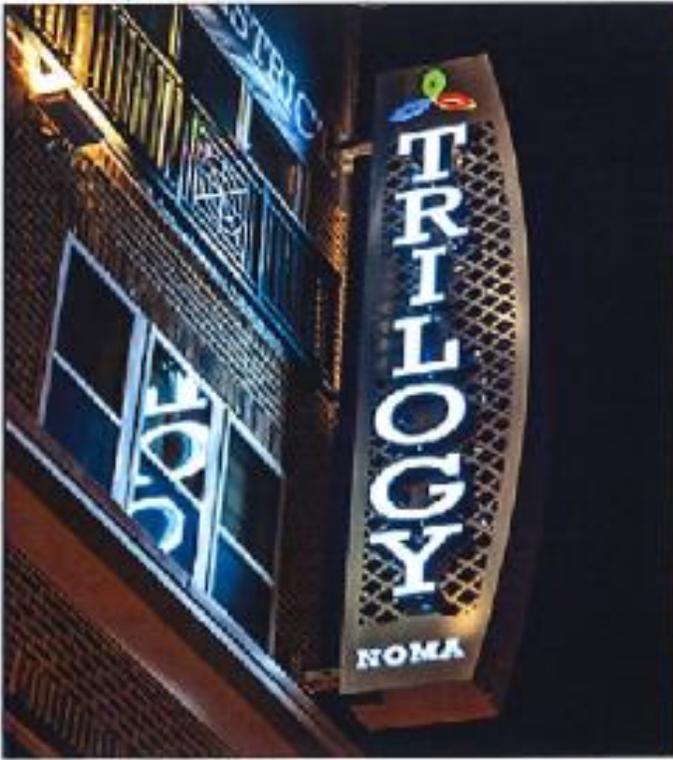


ZELLER - PROJECTING SIGN

Locations



Example



Draft Planning Commission Regular Meeting Minutes

Thursday, February 15, 2018

City Council Chambers

220 East Morris Avenue

Time 7:05 p.m.

Commission Members Present: Laura Vernon, Presiding
Jeremy Carter
David Veenstra
Susan Dickstein
Stacey Holscher
George Pechmann

Staff Members Present: Michael Florence, Community Development and
Economic Development Director
Alexandra White, City Planner
Lyn Creswell, City Attorney

Moment of Reflection: **Chair Vernon**

Pledge of Allegiance: **Commissioner Pechmann**

Motion to Approve the Agenda: **Commissioner Carter**

Second to the Motion: **Commissioner Veenstra**

Vote: **Unanimous**

New Business

• **T-18-001**

1. Public Hearing for a Recommendation to the South Salt Lake City Council to Amend the East Streetcar Neighborhood Land Use District and/or the East Streetcar Neighborhood Form Based Code to Allow for Residential Signage and to Establish Standards for Signage.

Action Item

Address 2255 South 300 East

Applicant Adam Siegman representing Zellerbach Property

Community Development Director, Michael Florence, presented the staff report for an amendment to the signage standards in the East Streetcar Zone, which includes the area from State Street to 500 East along the streetcar line. He explained that the applicant was a representative of the Zellerbach development on 300 East and the streetcar line. Currently, the Code allows for projecting signs in the area, but limits the height to eight feet. Because of the height of the Zellerbach project, the applicant was proposing to increase the height restriction from eight feet to 12 feet. The current Code also allows for one sign per building. The applicant was requesting two projecting signs along the S-line Corridor. Mr. Florence noted that the proposed changes would only apply to developments along the S-line. He presented photographic examples of projecting signs and renderings of the proposed signs submitted by the applicant. Mr. Florence confirmed that the signs

would not face any single-family homes on the project. Since the ordinance applies to the entire S-line Corridor, Mr. Florence addressed other potential developments that could utilize projecting signs.

Chair Vernon asked if the ordinance requires a certain building length to qualify for two projecting signs. Mr. Florence explained that the only requirement was that there be 25 feet between signs.

Commissioner Pechmann commented that a building that is only 30 feet long could potentially have two signs under that language. Commissioner Carter shared his concern and said that it would not be appropriate for a 30-foot building to have two signs. He stressed the scalability of the signs along the S-line.

Mark Isaac was present representing the owners of the Zellerbach site and gave a brief history of the project for the newer Planning Commission Members. He believed that the rail corridor was doing exactly what the City had hoped, which as to transform that area of South Salt Lake City. The owners of the Zellerbach project were investing \$60 million into this block of the City, and recently they had been working with the owner of the property across the street on designing a mural for that building. With regard to signs, Mr. Isaac stated that the purpose of the amendments was to cater to the visibility of the rail service rather than pedestrians. They need to capture the rail visibility ahead of the stop in both directions. Mr. Isaac added that they would be happy to take the Planning Commission on a tour of the development.

Chair Vernon opened the public hearing at 7:24 p.m. There were no public comments. Chair Vernon closed the public hearing.

Commissioner Pechmann suggested that they adjust the distance requirement between signs to something greater. Commissioner Carter felt it would be better to change the number of signs allowed based on the linear length of the frontage for a single tenant.

After some discussion, the suggestion was made to adjust the language to allow buildings with a façade of over 200 feet to have two signs. It was noted that the signs must be a minimum of 200 feet apart. City Planner, Alexandra White, reminded the Planning Commission that there was a difference between “per building” and “per tenant”. They agreed to have the language reflect the limitation “per tenant”.

The Planning Commission did not have any issues with the proposed height amendment.

Motion to recommend that the City Council APPROVE the proposed amendment to the East Streetcar Form Based Code of the South Salt Lake City Municipal Code to amend the regulations for projecting signs based on the findings outlined in the staff report, with the addition of regulating two signs per tenant, and the signs must be 200 feet apart.

Motion: Commissioner Veenstra

Second the motion: Commissioner Holscher

Vote: Unanimous

Continuing Business

There was no continuing business.

Commission Business

Motion to APPROVE the January 18, 2018 Planning Commission Meeting Minutes.

Motion: Commissioner Veenstra

Second the motion: Commissioner Dickstein

Vote: Unanimous

Staff Business – Information Items

Mr. Florence reported that City Attorney, Lyn Creswell, will be retiring and this would be his final Planning Commission Meeting. He thanked Mr. Creswell for his 48 years of service. Mr. Creswell praised the Planning Commission for their work.

Adjournment

Motion to Adjourn: Commissioner Pechmann

Second: Commissioner Dickstein

Vote: Unanimous

The Planning Commission Meeting adjourned at approximately 7:37 p.m.

For Planning Commission

**Michael Florence
Community Development Director**

9.0 Sign Types

9.4 Projecting Sign.

1. Description.

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2. General Requirements.

Projecting Signs shall be developed according to the standards in Table 9.4 (1).

- (1) Permitted location. No projecting signs shall be permitted on any facade facing an existing single family residential zone, except for iconic sign elements as approved by the Land Use Authority.

3. Computation.

The area of a Projecting Sign is equal to the area of one of the sign's

Table 9.4 (1). Projecting Sign Requirements	
Permitted Districts	All subdistricts; see 9.4.2 (1)
Sign Area	No maximum area for sign type;
Height	0- 12' maximum sign length, 10' minimum clearance to pedestrian realm required
Location on the Building or Site	Permitted on all facades facing a public street or S-Line; Sign and structural supports shall not extend above the eave or parapet
Placement on the Building or Site	Shall not project further than 3' from the building
Quantity	+ 2 per tenant per public ROW frontage including the S-Line corridor; 1 per tenant per side or rear facade on a parking lot
Sign Separation	No projecting signs shall be located closer together than 25-feet 200 feet
Internal Illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry & neon glass; Plastic & synthetics permitted only as separate alphanumeric characters or logos

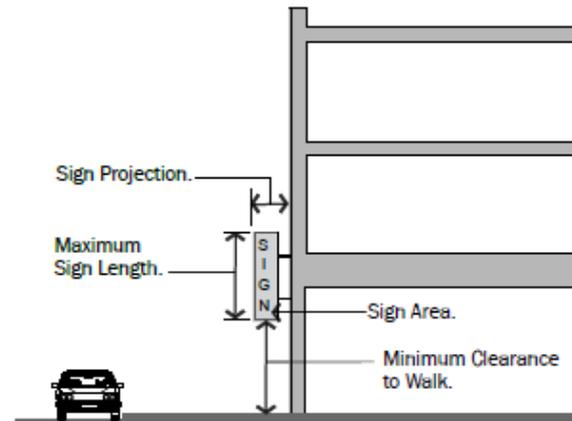
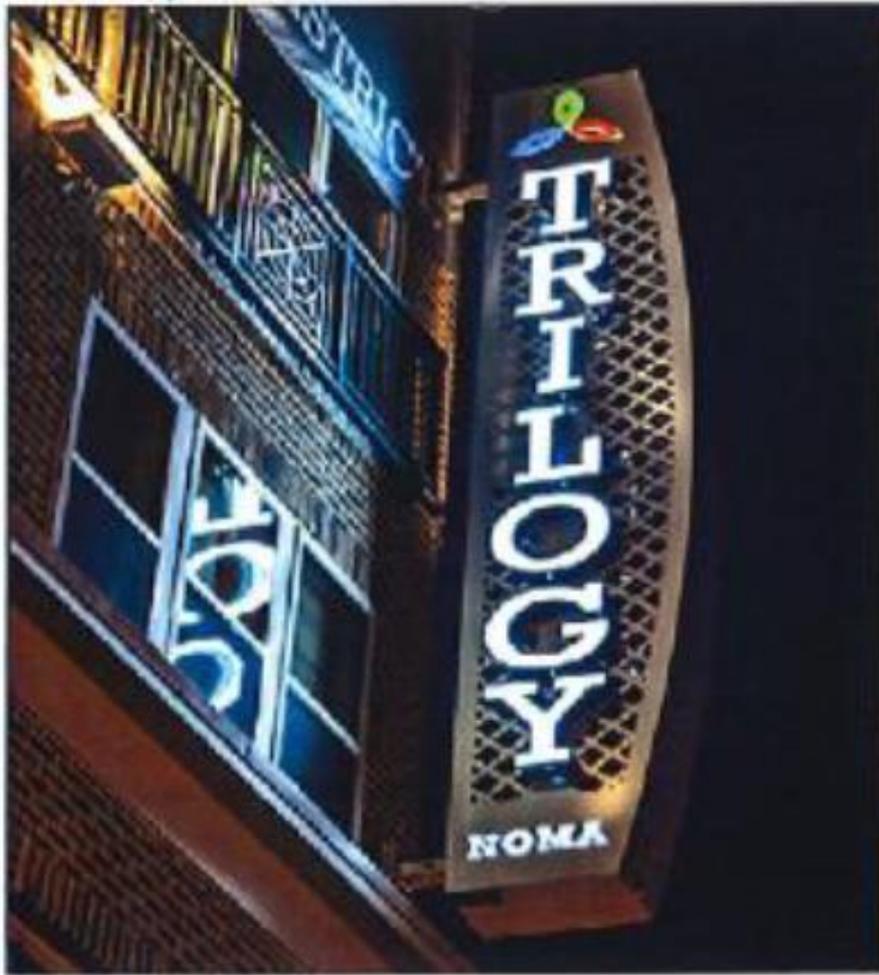


Figure 9.4 (1). Projecting Sign.

Example







Zellerbach Multifamily
Complex



Single Family Residential
Home Locations



East Streetcar District

Perspective Views

Proposed



Code Compliant



Size
Code Compliant

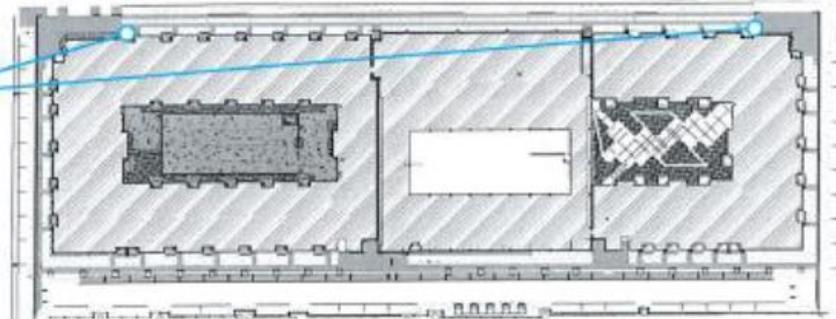


Proposed



ZELLER - PROJECTING SIGN

Locations



Planning Commission Recommendation:

- Increase the height of projecting signs from 8ft to 12 ft
- Increase the number of signs from 1 to 2 along the S-line corridor
- Increase the distance between projecting signs from 25ft to 200 ft